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

This Prospectus comprises a prospectus relating to Merian Chrysalis Investment Company Limited (the "**Company**") in connection with the issue of Shares, prepared in accordance with the Prospectus Rules of the Financial Conduct Authority made pursuant to section 73A of the FSMA. This Prospectus has been approved by the Financial Conduct Authority and has been filed with the Financial Conduct Authority in accordance with Rule 3.2 of the Prospectus Rules.

The Shares are only suitable for investors: (i) who understand and are willing to assume the potential risks of capital loss and that there may be limited liquidity in the underlying investments of the Company; (ii) for whom an investment in the 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. If you are in any doubt about the contents of this Prospectus, you should consult your accountant, legal or professional adviser or financial adviser.

The Company is an investment company registered with the Guernsey Financial Services Commission ("**GSFC**") under the Registered Collective Investment Scheme Rules 2018 (the "**RCIS Rules**") and the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended (the "**POI Law**"). The GFSC, in granting registration, has not reviewed this Prospectus but has relied upon specific warranties provided by Maitland Administration (Guernsey) Limited, the Company's designated administrator.

MERIAN CHRYSALIS INVESTMENT COMPANY LIMITED

(Incorporated in Guernsey under the Companies (Guernsey) Law, 2008, as amended, with registered number 65432)

Initial Placing, Intermediaries Offer and Offer for Subscription for a target issue of 200 million Ordinary Shares[1] of no par value each at an Initial Issue Price of £1.00 per Ordinary Share

and

Placing Programme for Ordinary Shares and/or C Shares for an aggregate issue price (together with the Initial Placing, Intermediaries Offer and Offer for Subscription) not to exceed £600 million of Ordinary Shares and/or C Shares

and

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

Investment Adviser

MERIAN GLOBAL INVESTORS (UK) LIMITED

Sponsor, Global Co-ordinator and Joint Bookrunner

LIBERUM CAPITAL LIMITED

Joint Bookrunner

ZEUS CAPITAL LIMITED

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1 The Directors have reserved the right, in consultation with Liberum, to increase the size of the Initial Issue to a maximum of 300 million Ordinary Shares if overall demand exceeds 200 million Ordinary Shares, with any such increase being announced through an RNS announcement.

The GFSC does not take any responsibility for the financial soundness of the Company or for the correctness of any of the statements made or opinions expressed with regard to it.

The Company and each of the Directors, whose names appear on page 42 of this Prospectus, accept responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Company and the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Prospective investors should read the entire Prospectus and, in particular, the section headed "Risk Factors" beginning on page 19 when considering an investment in the Company.

In the event that fewer than 75 million Ordinary Shares are issued pursuant to the Initial Issue, the Initial Issue and the Placing Programme will not proceed.

Application will be made for the Shares to be admitted to listing on the premium segment of the Official List and to trading on the London Stock Exchange's Main Market for listed securities. It is expected that First Admission will become effective and that dealings in the Ordinary Shares issued pursuant to the Initial Issue will commence at 8.00 a.m. on 6 November 2018 in respect of the Initial Issue. Dealings on the London Stock Exchange before First Admission will only be settled if First Admission takes place. The Shares will not be dealt in on any other recognised investment exchange and no other such applications have been made or are currently expected.

The Shares have not been, and will not be, registered under the US Securities Act of 1933, as amended (the "**Securities Act**"), or under the securities laws or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, the Shares may not be offered or sold within the United States or to, or for the account or benefit of US persons (as defined in Regulation S under the Securities Act ("**Regulation S**")), except pursuant to an exemption from or in a transaction not subject to, the registration requirements of the Securities Act. The Shares are being offered and sold (i) outside the United States to non-US-persons in reliance on Regulation S and (ii) within the United States only to persons reasonably believed to be qualified institutional buyers ("**QIBs**"), as defined in Rule 144A under the Securities Act, that are also qualified purchasers ("**QPs**"), as defined in Section 2(a)(51) of the US Investment Company Act of 1940, as amended (the "**Investment Company Act**") and who deliver to the Company and Liberum or Zeus Capital (as applicable) a signed Investor Representation Letter. 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 that Act. No offer, purchase, sale or transfer of the Shares may be made except under circumstances which will not result in the Company being required to register as an investment company under the Investment Company Act.

The Shares have not been approved or disapproved by the US Securities and Exchange Commission, any State securities commission in the United States or any other US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of Shares or the accuracy or adequacy of this Prospectus. Any representation to the contrary is a criminal offence in the United States.

Liberum and Zeus Capital, each of which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, are acting exclusively for the Company and for no one else in relation to (as applicable) First Admission, the Initial Placing, the Intermediaries Offer, the Offer for Subscription, each Subsequent Placing and/or the Placing Programme and the other arrangements referred to in this Prospectus. Neither Liberum nor Zeus Capital will regard any other person (whether or not a recipient of this Prospectus) as its client in relation to First Admission, the Initial Placing, the Intermediaries Offer, the Offer for Subscription, each Subsequent Placing and/or the Placing Programme and the other arrangements referred to in this Prospectus and will not be responsible to anyone other than the Company for providing the protections afforded to their respective clients or for providing any advice in relation to First Admission, the Initial Placing, the Intermediaries Offer, the Offer for Subscription, each Subsequent Placing and/or the Placing Programme the contents of this Prospectus or any transaction or arrangement referred to in this Prospectus. Apart from the responsibilities and liabilities, if any, which may be imposed on Liberum and/or Zeus Capital by the FSMA or the regulatory regime established thereunder, neither Liberum nor Zeus Capital makes any representation express or implied in relation to, nor accepts any responsibility whatsoever for, the contents of the Prospectus or any other statement made or purported to be made by it or on its behalf in connection with the Company, the Shares, First Admission, the Initial Placing, the Intermediaries Offer, the Offer for Subscription, each Subsequent Placing and/or the Placing Programme. Each of Liberum and Zeus Capital (and each of their respective affiliates) accordingly, to the fullest extent permissible by law, disclaims all and any responsibility or liability (save for any statutory liability) whether arising in tort, contract or otherwise which it might have in respect of the contents of the Prospectus or any other statement made or purported to be made by it or on its behalf in connection with the Company, the Shares, First Admission, the Initial Placing, the Intermediaries Offer, the Offer for Subscription, each Subsequent Placing and/or the Placing Programme.

This Prospectus is dated 11 October 2018.

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Summary

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

Section A – Introduction and warnings		
Element	*Disclosure Requirement*	*Disclosure*
A.1	Warning	This summary should be read as an introduction to this Prospectus. Any decision to invest in the securities should be based on consideration of the Prospectus as a whole by the investor. Where a claim relating to the information contained in this Prospectus is brought before a court, the claimant investor might, under the national legislation of the Member States, 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 such securities.
A.2	Subsequent resale of securities or final placement of securities through financial intermediaries	The Company consents to the use of this Prospectus by financial intermediaries in connection with the subsequent resale or final placement of securities by financial intermediaries. The Company and its Directors accept responsibility for the content of this Prospectus with respect to the resale or final placement of Ordinary Shares in connection with the Intermediaries Offer by Intermediaries given consent by the Company to use this Prospectus. The offer period within which any subsequent resale or final placement of securities by financial intermediaries can be made and for which consent to use this Prospectus is given commences on 11 October 2018 and closes at 3.00 p.m. on 31 October 2018, unless closed prior to that date. **Any financial intermediary that uses this Prospectus must state on its website that it uses this Prospectus in accordance with the Company's consent. Intermediaries are required to provide this Prospectus to any prospective investor who has expressed an interest in participating in the Intermediaries Offer to such Intermediary. Information on the terms and conditions of any subsequent resale or final placement of securities by any financial intermediary is to be provided at the time of the offer by the Intermediary.**

Section B – Issuer		
Element	*Disclosure Requirement*	*Disclosure*
B.1	Legal and commercial name	The legal and commercial name of the Company is Merian Chrysalis Investment Company Limited.

B.2	Domicile and legal form	The Company is an investment company limited by shares, registered and incorporated in Guernsey under the Companies (Guernsey) Law, 2008 on 3 September 2018, with registered number 65432.
B.5	Group description	Not applicable. The Company is not part of a group.
B.6	Major shareholders	Other than as set out in the following paragraph, as at 10 October 2018 (the latest practicable date prior to the publication of this Prospectus) insofar as known to the Company, there are no parties known to have a notifiable interest under Guernsey law in the Company's capital or voting rights. Each of Merian UK Mid Cap Fund, Merian UK Smaller Companies Fund, Merian UK Smaller Companies Focus Fund and Merian UK Specialist Equity Fund, funds managed on a discretionary basis by the Investment Adviser, have indicated to the Company that they intend to subscribe for, in aggregate, Ordinary Shares equal to at least 15 per cent. of the Gross Issue Proceeds, although the funds may subscribe for, in aggregate, Ordinary Shares up to a maximum of 25 per cent. of Gross Issue Proceeds. All Shareholders have the same voting rights in respect of the share capital of the Company. Pending the allotment of Ordinary Shares pursuant to the Initial Issue, the Company is controlled by the Investment Adviser. The Company and the Directors are not aware of any person who, directly or indirectly, jointly or severally, exercises or could exercise control over the Company.
B.7	Key financial information	Not applicable. No key financial information is included in this Prospectus as the Company is yet to commence operations.
B.8	Key pro forma financial information	Not applicable. No pro forma financial information is included in this Prospectus.
B.9	Profit forecast	Not applicable. No profit forecast or estimate made.
B.10	Description of the nature of any qualifications in the audit report on the historical financial information	Not applicable. There are no audit reports in this Prospectus.
B.11	Insufficiency of working capital	Not applicable. In the opinion of the Company, taking into account the Net Proceeds the working capital available to the Company is sufficient for its present requirements, namely for at least 12 months from the date of this Prospectus.
B.34	Investment objective and policy	*Investment Objective* The Company's investment objective is to generate long-term capital growth through investing in a portfolio consisting primarily of equity or equity related investments in unquoted companies. *Investment Policy* The Company will invest in a diversified portfolio consisting primarily of equity and equity-related securities issued by unquoted companies. Investments will be primarily in equity and equity-related instruments (which shall include, without limitation, preference shares, convertible debt instruments, equity-related and equity-linked notes and warrants) issued by portfolio companies. The Company will also be permitted to invest in

		partnerships, limited liability partnerships and other legal forms of entity where the investment has equity like return characteristics. For the purposes of this investment policy, unquoted companies shall include companies with a technical listing on a stock exchange but where there is no liquid trading market in the relevant securities on that market (for example, companies with listings on The International Stock Exchange and the Cayman Stock Exchange). Further, the Company shall be permitted to invest in unquoted subsidiaries of companies whose parent or group entities have listed equity or debt securities. The Company may invest in publicly traded companies (including participating in the IPO of an existing unquoted company investment), subject to the investment restrictions below. In particular, unquoted portfolio companies may seek IPOs from time to time following an investment by the Company, in which case the Company may continue to hold its investment without restriction. The Company is not expected to take majority shareholder positions in portfolio companies but shall not be restricted from doing so. Further, there may be circumstances where the ownership of a portfolio company exceeds 50 per cent. of voting and/or economic interests in that portfolio company notwithstanding an initial investment in a minority position. While the Company does not intend to focus its investments on a particular sector, there is no limit on the Company's ability to make investments in portfolio companies within the same sector if it chooses to do so. The Company will seek to ensure that it has suitable investor protection rights through its investment in portfolio companies where appropriate. The Company may acquire investments directly or by way of holdings in special purpose vehicles, intermediate holding vehicles or other fund or similar structures. *Investment restrictions* The Company will invest and manage its assets with the object of spreading risk. No single investment (including related investments in group entities) will represent more than 20 per cent. of Gross Assets, calculated as at the time of that investment. The Company's aggregate equity investments in publicly traded companies that it has not previously held an investment in prior to that Company's IPO will represent no more than 20 per cent. of the Gross Assets, calculated as at the time of investment. Subject in all cases to the Company's cash management policy, the Company's aggregate investment in notes, bonds, debentures and other debt instruments (which shall exclude for the avoidance of doubt convertible debt, equity-related and equity-linked notes, warrants or equivalent instruments) will represent no more than 20 per cent. of the Gross Assets, calculated as at the time of investment. The Company will not be required to dispose of any investment or rebalance its portfolio as a result of a change in the respective value of any of its investments.
B.35	Borrowing limits	The Company may incur indebtedness of up to a maximum of 20 per cent. of its Net Asset Value, calculated at the time of drawdown, for investment and for working capital purposes. Where indebtedness is incurred for investment purposes, the Company will target repayment of such indebtedness within 12 months of it being drawn down provided that any failure to repay in whole or in part shall not constitute a breach of the investment policy.

		Where the Company invests in portfolio companies indirectly (whether through special purpose vehicles as holding entities or otherwise), notwithstanding the previous paragraph, indebtedness in such holding entity will not be included in the calculation of indebtedness of the Company provided that the provider of such debt only has recourse to the assets of the holding entity and does not have recourse to the other assets of the Company or other investments made by the Company.
B.36	Regulatory status	The Company is an investment company registered with the Guernsey Financial Services Commission under the Registered Collective Investment Scheme Rules 2018 and the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended. The Company is not authorised or regulated by the Financial Conduct Authority. From First Admission, the Company will be subject to the Listing Rules and the Disclosure Guidance and Transparency Rules of the UK Listing Authority.
B.37	Typical investor	The Initial Issue and each Subsequent Placing is designed to be suitable for professional investors and professionally-advised retail investors seeking exposure to equity or equity-related investments in unquoted companies. The Ordinary Shares may also be suitable for investors who are financially sophisticated, non-advised retail investors who are capable of evaluating the risks and merits of such an investment and who have sufficient resources to bear any loss which may result from such an investment. Such investors may wish to consult an independent financial adviser who specialises in advising on the acquisition of shares and other securities before investing in Shares.
B.38	Investment of 20 per cent. or more of gross assets in single underlying asset or collective investment undertaking	Not applicable. The Company will not invest more than 20 per cent. of its gross assets in a single underlying asset or in one or more collective investment undertakings which may in turn invest more than 20 per cent. of gross assets in other collective investment undertakings.
B.39	Investment of 40 per cent. or more of gross assets in another collective investment undertaking	Not applicable. The Company will not invest more than 40 per cent. of its gross assets in another collective investment undertaking.
B.40	Applicant's service providers	*AIFM* Maitland Institutional Services Ltd has been appointed as the alternative investment fund manager of the Company (the "**AIFM**"). The AIFM is responsible for portfolio management services and risk management services of the Company in accordance with the terms of the AIFM Agreement. Under the terms of the AIFM Agreement, the AIFM is entitled to an annual fee, being the sum of an amount equal to: (i) 0.04 per cent. of the published Net Asset Value between zero and £150,000,000; (ii) 0.03 per cent. of the published Net Asset Value in excess of £150,000,000 and less than or equal to £500,000,000; (iii) 0.02 per cent. of the published Net Asset Value in excess of £500,000,000 and less than or equal to £1,000,000,000; and (iv) 0.01 per cent. of the published Net Asset Value in excess of £1,000,000,000,

		subject to a minimum annual fee of £30,000, plus VAT and together with reimbursement of reasonable expenses incurred by it in the performance of its duties. *Investment Adviser* The Company's investment adviser is Merian Global Investors (UK) Limited (the "**Investment Adviser**"). The Investment Adviser is responsible for the portfolio management of the assets of the Company in accordance with the terms of the Portfolio Management Agreement. Under the terms of the Portfolio Management Agreement, the Investment Adviser is entitled to a management fee and a performance fee together with reimbursement of reasonable expenses incurred by it in the performance of its duties. *Management Fee* The management fee will be equal to 1/12 of 0.5 per cent. of the Net Asset Value (the "**Management Fee**"). The Management Fee will be calculated and paid monthly in arrears. For the period from First Admission until the date on which 90 per cent. of the Net Proceeds has been invested, directly or indirectly, the value attributable to any Investments other than equity or equity-related investments in quoted or unquoted portfolio companies held for investment purposes (including cash, near cash investments or highly liquid investments immediately convertible into cash) will be excluded from the calculation of Net Asset Value for the purposes of determining the Management Fee. If at any time the Company invests in or through any other investment fund or special purpose vehicle and a management fee or advisory fee is charged to such investment fund or special purpose vehicle by the Investment Adviser or any of its Associates and is not waived, the value of such investment will be excluded from the calculation of Net Asset Value for the purposes of determining the Management Fee. In respect of a period where there are C Shares in issue, the Management Fee will be charged on the net assets attributable to the Ordinary Shares and the C Shares respectively. *Performance fee* The Investment Adviser will be entitled to receive a performance fee, the sum of which will be equal to 20 per cent. of the amount by which the Adjusted Net Asset Value at the end of a Calculation Period exceeds the higher of: (i) the Performance Hurdle; and (ii) the High Water Mark (the "**Performance Fee**"). For the purposes of this paragraph: **"Adjusted Net Asset Value at the end of a Calculation Period**" shall be the audited NAV in Sterling at the end of the relevant Calculation Period: (i) plus an amount equal to any accrued or paid performance fee in respect of that Calculation Period or any prior Calculation Period; (ii) plus an amount equal to all dividend or other income distributions paid to Shareholders that have been declared and paid on or prior to the end of the relevant Calculation Period; (iii) minus the amount of any distribution declared in respect of the Calculation Period but which has not already reduced the audited NAV; (iv) minus the Net Capital Change where the Net Capital Change is positive or, correspondingly, plus the Net Capital Change where such Net Capital Change is negative; and (v) minus any increase in NAV during the Calculation Period attributable to Investments attributable to C Shares prior to conversion of those C Shares.

		"**Performance Hurdle**" means, in relation to each Calculation Period, "A" multiplied by "B" where: "*A*" is 8 per cent. (expressed for the purposes of this calculation as 1.08) (calculated as an annual rate and adjusted to the extent the Calculation Period is greater or shorter than one year); and "*B*" is: (i) in respect of the first Calculation Period, the Net Issue Proceeds; or (ii) in respect of each subsequent Calculation Period, the sum of this calculation as at the end of the immediately preceding Calculation Period: (a) excluding any changes made pursuant to paragraphs (x) and (y) below in that preceding Calculation Period; and (b) plus (where such sum is positive) or minus (where such sum is negative) the Net Capital Change attributable to Share issues and repurchases in the immediately preceding Calculation Period only, in each case, plus (where such sum is positive) or minus (where such sum is negative) the sum of: (x) in respect of each Share issue undertaken in the relevant Calculation Period being assessed, an amount equal to the Net Capital Change attributable to that Share issue multiplied by the sum of the number of days between admission to trading of the relevant Shares and the end of the relevant Calculation Period divided by 365; minus (y) in respect of each repurchase or redemption of Shares undertaken in the relevant Calculation Period being assessed, an amount equal to Net Capital Change attributable to that Share purchase or redemption multiplied by the number of days between the relevant disbursement of monies to fund such repurchase or redemption and the end of the relevant Calculation Period divided by 365; "**Net Capital Change**" equals I minus R where: "*I*" is the aggregate of the net proceeds of any Share issue over the relevant period, "*R*" is the aggregate of amounts disbursed by the Company in respect of Share redemptions or repurchases over the relevant period; **"High Water Mark**" means the Adjusted Net Asset Value as at the end of the Calculation Period in respect of which a Performance Fee was last earned or if no Performance Fee has yet been earned, an amount equal to the Net Issue Proceeds; and "**Calculation Period**" means each twelve-month period ending on 30 September, except that the first Calculation Period shall be the period commencing on First Admission and ending on 30 September 2019. Subject to the below, the Performance Fee will be payable to the Investment Adviser in arrears within 30 calendar days of the publication of the Company's audited accounts for the date on which each Calculation Period ends unless, within such period the Company has given notice in writing to the Investment Adviser of any error in relation to the calculation, in which case, the due date for payment will be delayed until 30 calendar days after such error is resolved. To the extent that the Company does not have available cash to pay the Performance Fee on the date on which such amount becomes payable (having taken into account the Company's reasonable working capital requirements) the payment date shall be deferred by three months (or such shorter or longer period as may be agreed in writing by the Company and the Investment Adviser). The accrued Performance Fee shall only be payable by the Company to the extent that the Payment Amount is greater than the Performance Fee Amount (which shall both be calculated as at the end of each Calculation

		Period) and, to the extent that the Payment Amount is less than the Performance Fee Amount, an amount equal to the difference shall be carried forward and included in the "Performance Fee Amount" calculated as at the end of the next Calculation Period (and such amount shall be paid before any Performance Fee accrued at a later date). Save for in limited circumstances, no accrued but unpaid Performance Fees carried forward in accordance with this paragraph will be able to be cancelled by the Company once they become payable. No Performance Fee will be payable out of the assets attributable to the C Shares that may be in issue from time to time. *Joint Bookrunners* Liberum and Zeus Capital have agreed to act as joint bookrunners to the Initial Issue and the Placing Programme. Under the Placing Agreement, each of Liberum, Zeus Capital and the Investment Adviser has agreed to use its reasonable endeavours to procure purchasers for (i) Ordinary Shares to be issued pursuant to the Initial Placing and (ii) Shares to be issued pursuant to Subsequent Placings. In consideration for its services in relation to the Initial Issue and conditional upon completion of the Initial Issue, Liberum will be paid a customary corporate finance fee and a commission based on the value of the Ordinary Shares subscribed for by investors procured by Liberum under the Initial Issue, together with reimbursement for all out-of-pocket expenses incurred by it in connection with the Initial Issue. Zeus Capital will be paid a customary commission based on the value of the Ordinary Shares subscribed for by investors procured by Zeus Capital under the Initial Issue, together with reimbursement for all out-of-pocket expenses incurred by it in connection with the Initial Issue. Additionally under the Placing Agreement, in connection with the Placing Programme, each of Liberum and Zeus Capital has agreed, subject to certain conditions, to use its reasonable endeavours to procure subscribers for Ordinary Shares and/or C Shares at the applicable Placing Programme Price. In consideration for their services in relation to the Placing Programme and conditional upon completion of the relevant Subsequent Placing, each of Liberum and Zeus Capital will be paid a customary commission based on the value of the Ordinary Shares and/or C Shares subscribed for by investors procured by each of them. Following First Admission, the Company will pay Liberum an annual retainer in consideration for Liberum acting as financial adviser and corporate broker to the Company. *Administrator* Maitland Administration (Guernsey) Limited has been appointed as the administrator of the Company. The Administrator is responsible for the Company's general administrative functions, such as the calculation of the Net Asset Value and maintenance of the Company's accounting records. Under the terms of the Master Services Agreement, the Administrator is entitled to a fee in respect of fund valuation, accounting and investment operations: ● if the NAV is less than or equal to £150,000,000, the sum of £75,000 per annum; or ● if the NAV is more than £150,000,000 but less than or equal to £500,000,000, the sum of 0.03 per cent. per annum of the NAV; or ● if the NAV is more than £500,000,000 but less than or equal to £1,000,000,000, the sum of 0.02 per cent. per annum of the NAV; or

		● if the NAV is more than £1,000,000,000, the sum of 0.01 per cent. per annum on the NAV. The Administrator is also entitled to reimbursement for all reasonable expenses incurred by it in the performance of its duties. *Company Secretary* Maitland Administration (Guernsey) Limited has been appointed as the company secretary of the Company. The Company Secretary provides the general secretarial functions required by the Companies Law and is responsible for the maintenance of the Company's statutory records. Under the terms of the Master Services Agreement, the Company Secretary is entitled to an annual fee of £35,000, together with reimbursement for all reasonable expenses incurred by it in the performance of its duties. *Depositary* Citibank Europe plc, UK Branch has been appointed as the Company's Depositary pursuant to the Depositary Agreement to provide depository services to the Company, including setting up and maintaining securities records and cash accounts, keeping safe custody of the Company's investments, processing corporate actions and shareholder votes and collecting and processing the Company's income. Under the terms of the Depositary Agreement, the Depositary is entitled to a fee equal to 0.8 basis points of the published Net Asset Value of the Company. Additional services, as agreed from time to time, will incur additional charges on the applicable hourly rate. The Depositary is entitled to reimbursement of all reasonable out-of-pocket expenses. *Registrar* Computershare Investor Services (Guernsey) Limited has been appointed as the Company's registrar to provide share registration, reporting and shareholder communication services. Under the terms of the Registrar Agreement, the Registrar is entitled to an annual fee of £7,500 in respect of maintaining the share register in respect of the Ordinary Shares and an annual fee of £2,000 in respect of maintaining the share register in respect of the C Shares. The Registrar is also entitled to: (i) a one-off setup fee of £2,000 to cover the setup of all necessary systems and procedures; (ii) an annual fee of £5,000 for the Registrar carrying out know-your-client and anti-money-laundering checks and other due diligence procedures on new Shareholders; (iii) additional customary charges, on a per-item or per-transaction basis; and (iv) reimbursement of all reasonable out-of-pocket expenses incurred in connection with its duties. *Receiving Agent* Computershare Investor Services PLC has been appointed as the Company's receiving agent in respect of the Offer for Subscription. Under the terms of the Receiving Agent Services Agreement, the Receiving Agent is entitled to a project fee of £5,000 plus a processing fee of £12.50 per Offer for Subscription Application, in each case plus VAT. The Receiving Agent will also be entitled to reimbursement of all out-of-pocket expenses reasonably incurred by it in connection with its duties. These fees will be for the account of the Company.
B.41	Regulatory status of investment manager and depositary/ custodian	The AIFM is authorised and regulated by the Financial Conduct Authority. The Depositary is a branch of Citibank Europe plc and is authorised in the United Kingdom by the Prudential Regulation Authority. It is subject to regulation by the Financial Conduct Authority and the Prudential Regulation Authority.

<table>
<tr><td>B.42</td><td>Calculation and publication of Net Asset Value</td><td>The unaudited Net Asset Value, Net Asset Value per Ordinary Share and Net Asset Value per C Share (if C Shares have been issued) will be calculated by the Administrator on a quarterly basis. The Administrator will communicate the quarterly unaudited Net Asset Value and Net Asset Value per Share to Shareholders through an RNS announcement and such announcement is expected to be made within two months of the relevant quarter end. In addition, the Investment Adviser intends to prepare and publish a quarterly portfolio summary.</td></tr>
<tr><td>B.43</td><td>Cross liability</td><td>Not applicable. The Company is not an umbrella collective investment undertaking and as such there is no cross liability between classes or investment in another collective investment undertaking.</td></tr>
<tr><td>B.44</td><td>No financial statements have been made up</td><td>The Company has not commenced operations and no financial statements have been made up as at the date of this Prospectus.</td></tr>
<tr><td>B.45</td><td>Portfolio</td><td>Not applicable. The Company is newly incorporated and does not currently hold any assets.

Conditional upon First Admission, the Company has agreed to acquire the Initial Portfolio from the Merian Funds, which are each managed by the Investment Adviser. The Company will acquire interests in the different share classes of the investments comprising the Initial Portfolio pro rata to the amounts currently held by the Merian Funds.

The Company has agreed to apply 30 per cent. of Gross Issue Proceeds toward the acquisition of the Initial Portfolio. Assuming Gross Issue Proceeds of £200 million, the Company will acquire an Initial Portfolio with a value of £60 million as determined in accordance with the Company's valuation policy as at 31 August 2018 (which includes a report by an independent third party valuer).

The valuations below are as at 31 August 2018 (unaudited) (the latest practicable date prior to the publication of this Prospectus).

<table>
<tr><th>Legal Name</th><th>Jurisdiction</th><th>Date of incorporation</th><th>Valuation (£)(000'000) (unaudited)</th><th>Investment type</th><th>Date of initial investment by the Merian Funds</th><th>Percentage of the Gross Assets of the Company[1]</th></tr>
<tr><td>TransferWise Ltd</td><td>England and Wales</td><td>31 March 2010</td><td>30</td><td>ordinary shares, series A preferred shares, series B preferred shares, series C preferred shares and seed preferred shares</td><td>October 2017</td><td>15</td></tr>
<tr><td>Secret Escapes Limited</td><td>England and Wales</td><td>22 September 2009</td><td>30</td><td>ordinary shares</td><td>July 2018</td><td>15</td></tr>
</table>
1 Assuming 200 million Ordinary Shares are issued pursuant to the Initial Issue, 15 per cent. of the Gross Issue Proceeds are applied to toward the acquisition of interests in TransferWise and 15 per cent. of the Gross Issue Proceeds are applied toward the acquisition of interests in Secret Escapes. The Merian Funds have the right to vary these percentages by increasing one position and decreasing the other by a corresponding amount by a maximum of two per cent. of Gross Issue Proceeds at any time prior to First Admission.</td></tr>
<tr><td>B.46</td><td>Net Asset Value</td><td>The Net Asset Value per Ordinary Share at First Admission is expected to be £0.985 assuming Gross Issue Proceeds of £200 million and the costs and expenses of the Initial Issue that are payable by the Company are 1.5 per cent. of the Gross Issue Proceeds (being the maximum capped amount of the costs and expenses that the Company will pay). The costs and expenses of the Initial Issue are expected to be lower than the capped amount in the event that the Gross Issue Proceeds are £200 million or more.</td></tr>
</table>

Section C – Securities		
Element	*Disclosure Requirement*	*Disclosure*
C.1	Type and class of securities	The Company may issue up to 300 million Ordinary Shares pursuant to the Initial Issue, comprised of the Initial Placing (which shall include the Merian Funds Investments), the Intermediaries Offer and the Offer for Subscription each at an issue price of £1.00. The Company intends to issue Ordinary Shares and/or C Shares (the Shares having no par value each), pursuant to the Placing Programme. The issue price of the C Shares will be £1.00; the issue price of the Ordinary Shares issued pursuant to the Placing Programme will be determined by the Company (following consultation with Liberum) by reference to the prevailing cum-income NAV per Ordinary Share and a premium to cover the costs and expenses of the relevant Subsequent Placing and having regard to prevailing market conditions. The ISIN of the Ordinary Shares is GG00BGJYPP46. The SEDOL of the Ordinary Shares is BGJYPP4. The ticker for the Ordinary Shares is MERI. The ISIN of the C Shares is GG00BGJYPQ52. The SEDOL of the C Shares is BGJYPQ5. The ticker for the C Shares is MECI.
C.2	Currency denomination of Ordinary Shares	Ordinary Shares and C Shares shall both be denominated in Sterling.
C.3	Details of share capital	Set out below is the issued share capital of the Company as at the date of this Prospectus: *Nominal Value (£)* — *Number* Ordinary Share — 0 — 1
C.4	Rights attaching to the Ordinary Shares and C Shares	The Company has no fixed life but, pursuant to the Articles, an ordinary resolution for the continuation of the Company will be proposed at the first annual general meeting of the Company following the fifth anniversary of First Admission and, if passed, at the annual general meeting every three years thereafter. Upon any such resolution not being passed, proposals will be put forward to Shareholders for the reconstruction, reorganisation or winding-up of the Company within six months. *Voting* Subject to any special rights, restrictions or prohibitions regarding voting for the time being attached to any Shares, holders of Shares shall have the right to receive notice of and to attend, speak and vote at general meetings of the Company. For Shareholder resolutions in respect of a winding up of the Company, each class of Shares will vote as a separate class. For all other resolutions, the holders of Ordinary Shares and each class of C Shares shall vote as one class. *Variation of rights* No variation of the rights attaching to a class of Shares shall be effective unless the consent of the holders of a class of Shares has been obtained by way of special resolution. *Dividends* Holders of Ordinary Shares are entitled to participate in any dividends and other distributions of the Company other than in relation to assets attributable to any class of C Shares. Holders of any class of C Shares will be entitled to participate in any dividends and other distributions of the Company as the Directors may resolve to pay to holders of that class of C Shares out of the assets attributable to that class of C Shares.

		Winding-up Upon winding-up of the Company: (a) subject to paragraph (b) below, the surplus assets of the Company available for distribution to holders of Ordinary Shares (after payment of all other debts and liabilities of the Company) shall be distributed pro rata amongst the holders of the Ordinary Shares according to their holdings of Ordinary Shares; and (b) the assets attributable to a class of C Shares shall be divided amongst the holders of the C Shares of such class pro rata according to their holdings of that class of C Shares.
C.5	Restrictions on the free transferability of the securities	Subject to the Articles (and the restrictions on transfer contained therein), a Shareholder may transfer all or any of his Shares in any manner which is permitted by the Companies Law or in any other manner which is from time to time approved by the Board. Under the Articles, the Board may decline to transfer any Share in certificated form or (to the extent permitted by the CREST Guernsey Requirements) uncertificated form: (a) if it is in respect of more than one class of Shares; (b) if it is in favour of more than four joint transferees; (c) if applicable, if it is delivered for registration to the registered office of the Company or such other place as the Board may decide, it is not accompanied by the certificate for the Shares to which it relates and/or such other evidence of title as the Directors may reasonably require; or (d) if the transfer is in favour of any Non-Qualified Holder. Under the Articles, a "**Non-Qualified Holder**" is defined as any person: (i) whose ownership of Shares may cause the Company's assets to be deemed "plan assets" for the purpose of ERISA or purposes of the U.S. Code; (ii) whose ownership of Shares may cause the Company to be required to register as an "investment company" under the U.S. Investment Company Act (including because the holder of the Shares is not a "qualified purchaser" as defined in the U.S. Investment Company Act); (iii) whose ownership of Shares may cause the Company to register under the U.S. Exchange Act, the U.S. Securities 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 U.S. Exchange Act; (v) whose ownership of Shares may result in the Company losing or forfeiting or not being able to claim the benefit of any exemption under the United States Commodity Exchange Act or any substantially equivalent successor legislation or the rules of the CFTC or the National Futures Association or analogous legislation or regulation becoming subject to any unduly onerous filing, reporting or registration requirement; (vi) whose ownership of Shares may cause the Company to be a "controlled foreign corporation" for the purposes of the U.S. Code, or may cause the Company to suffer any pecuniary disadvantage (which will include any excise tax, penalties or liabilities under ERISA or the U.S. Code including as a result of the Company's failure to comply with FATCA as a result of a Non-Qualified Holder failing to provide information as requested by the Company in accordance with the Articles); or (vii) whose ownership of Shares may cause the Company (including for such purposes its subsidiaries) to lose the benefit of, or suffer pecuniary disadvantage as a result of not being able to take advantage of, any applicable withholding tax treaty or similar arrangement.
C.6	Admission	Application has been made to the UK Listing Authority and the London Stock Exchange for all of the Ordinary Shares now being offered to be admitted to the premium segment of the Official List and to trading on the London Stock Exchange's Main Market for listed securities. It is expected that First Admission will become effective and that dealings for normal settlement in the Ordinary Shares will commence on 6 November 2018. Application will be made to the UK Listing Authority and the London Stock Exchange for any Shares to be issued under the Placing Programme to be

		admitted to the premium segment of the Official List and to the London Stock Exchange's Main Market for listed securities. It is expected that the first Placing Programme Admission will become effective and that dealings in the Placing Programme Shares will commence on such dates as the Company may determine, in its sole discretion, being no later than 10 October 2019.
C.7	Dividend policy	The Directors intend to manage the Company's affairs to achieve Shareholder returns through capital growth rather than income. Therefore, it should not be expected that the Company will pay a significant annual dividend, if any.

Section D – Risks		
Element	*Disclosure Requirement*	*Disclosure*
D.1 **D.2**	Key information on the key risks that are specific to the Company and its industry	There can be no guarantee that the basis of calculation of the value of the Company's investments will reflect the actual value achievable on realisation of those investments. Late-stage private growth companies and smaller capitalisation companies that the Company will invest in have a higher risk profile than their quoted company equivalents and investments in such companies may be difficult for the Company to realise. A failure or delay to realise an investment may restrict the ability of the Company to make other more lucrative investments, or require the sale of other more liquid investments, and may materially and adversely affect the performance of the Company and returns to the Shareholders. Greater concentration of investments in any one geographical location is generally considered a higher risk investment strategy than that with a more diversified geographic focus, as it exposes investors to the fluctuations of a single geographic market and currency. This may result in greater volatility in the value of the Company's investments and consequently its respective Net Asset Value, and could affect the value of the Shares. Equity and equity-related investments in the Company's portfolio may not provide a consistent rate of realised return. Market conditions may restrict the supply of suitable equity or equity-related investments that may generate acceptable returns and thereby cause "cash drag" on the Company's performance. Adverse market conditions and their consequences may have a material adverse effect on the Company's investment portfolio. To the extent that there is a delay in making investments, the Company's returns will be reduced. Investment documentation may include finance, shareholder and other agreements and may contain certain minority or other restrictions that may impact on the ability of the Company to have control over the underlying investments, to access information which may be relevant to the investments made by the Company and/or expose the Company to the risk that other investors may individually or collectively act in a way that is contrary to the Company's interests (including in circumstances where the Investment Adviser has board observer status). Any change in the tax status or tax residence of the Company, tax rates of the Company, tax legislation or tax or accounting practice (in Guernsey or the UK) may have an adverse effect on the returns available on an investment in the Company.

D.3	Key information on the key risks that are specific to the Shares	The value of the Shares and the income derived from those Shares (if any) can fluctuate and may go down as well as up. The Shares may trade at a discount to NAV. It may be difficult for Shareholders to realise their investment and there may not be a liquid market in the Shares. If the Directors decide to issue further Shares, the proportions of the voting rights held by Shareholders may be diluted. Pending conversion of the C Shares into Ordinary Shares, the portfolio of assets attributable to the C Shares may be less diversified than that attributable to the Ordinary Shares.

Section E – Offer		
Element	*Disclosure Requirement*	*Disclosure*
E.1	Proceeds and expenses of the issue	The Net Proceeds of the Initial Issue are dependent on the level of subscriptions received pursuant to the Initial Issue. Assuming Gross Issue Proceeds are £200 million and the costs and expenses of the Initial Issue are 1.5 per cent. of the Gross Issue Proceeds (being the maximum capped amount of the costs and expenses to be borne by the Company pursuant to the Initial Issue), the Net Proceeds will be approximately £197 million. The costs and expenses of the Initial Issue are expected to be lower than the capped amount in the event that the Gross Issue Proceeds are £200 million or more. The net proceeds of the Placing Programme are dependent on: (i) the aggregate number of Ordinary Shares and/or C Shares issued pursuant to the Placing Programme; and (ii) the applicable Placing Programme Price at which any Ordinary Shares are issued pursuant to the Placing Programme. Any C Shares issued pursuant to the Placing Programme will be issued at a fixed price of £1.00 per C Share. The expected expenses to be borne by the holders of C Shares in relation to any Subsequent Placing will be notified by the Company via an RNS announcement prior to the relevant Subsequent Placing. Under the Placing Programme, each Ordinary Share will be made available to investors at a price calculated by reference to the prevailing cum-income Net Asset Value per Ordinary Share and a premium to cover the costs and expenses of the relevant Subsequent Placing (including without limitation, any placing commissions) and having regard to prevailing market conditions. The Placing Programme Price of any Ordinary Shares to be issued pursuant to the Placing Programme will be notified by the Company via an RNS announcement prior to the relevant Subsequent Placing. The costs and expenses of each Subsequent Placing that are payable by the Company are 1.25 per cent. of the gross proceeds of such Subsequent Placing (being the maximum capped amount of the costs and expenses that the Company will pay).
E.2.a	Reasons for the Issue, use of proceeds and estimated net amount of proceeds	The Board, as advised by the Investment Adviser, believes that there are attractive opportunities for the Company to deliver value for Shareholders through exposure to a portfolio consisting primarily of equity or equity-related investments in unquoted companies. The estimated Net Proceeds of the Initial Issue are £197 million, assuming that the Gross Issue Proceeds of £200 million are raised and the costs and expenses of the Initial Issue are 1.5 per cent. of the Gross Issue Proceeds (being the maximum capped amount of the costs and expenses to be borne

		by the Company pursuant to the Initial Issue). The costs and expenses of the Initial Issue are expected to be lower than the capped amount in the event that the Gross Issue Proceeds are £200 million or more. The Company's principal use of cash (including the Net Proceeds of the Initial Issue and the Placing Programme) will be to purchase investments sourced by the Investment Adviser in line with the Company's investment policy, as well as payment of expenses related to the Initial Issue and the Placing Programme and ongoing operational expenses.
E.3	Terms and conditions of the Issue	The Ordinary Shares are being made available under the Initial Issue at the Initial Issue Price. The Initial Placing will close at 11.00 a.m. on 1 November 2018 (or such later date as the Company and Liberum may agree). Offer for Subscription Applications must be received by 11.00 a.m. on 31 October 2018 and completed application forms from Intermediaries must be received by 3.00 p.m. on 31 October 2018. If the Initial Issue is extended, the revised timetable will be notified through a Regulatory Information Service. Applications under the Initial Issue must be for shares with a minimum subscription amount of £1,000, and thereafter in multiples of £100. The Initial Issue is conditional upon: (a) First Admission occurring on or before 8.00 a.m. (London time) on 6 November 2018 (or such time and/or date as the Company and Liberum may agree, being not later than 21 December 2018); and (b) the Placing Agreement becoming unconditional in all respects (save for conditions relating to First Admission) and not having been terminated in accordance with its terms before First Admission. Following completion of the Initial Issue, the Directors may implement the Placing Programme to enable the Company to raise additional capital on such dates as the Company may determine, in its sole discretion, being no later than 10 October 2019. Under the Placing Programme, the Company is proposing to issue Ordinary Shares and/or C Shares, as the case may be, provided that the Company shall not issue Ordinary Shares and/or C Shares pursuant to the Initial Issue and the Placing Programme with an aggregate issue price of more than £600 million. Under the Placing Programme, Liberum and Zeus Capital have each agreed, subject to certain conditions, to use its reasonable endeavours to procure subscribers for Ordinary Shares and/or C Shares at the applicable Placing Programme Price. Neither the Initial Issue nor the Placing Programme is being underwritten. Each Subsequent Placing is conditional on amongst other things: ● the Placing Agreement remaining in full force and effect and not having been terminated in accordance with its terms before the relevant Placing Programme Admission becomes effective; and ● completion of the relevant Placing Programme Admission. In the circumstances in which these conditions are not fully met or waived, the relevant Subsequent Placing will not take place and no Ordinary Shares or C Shares will be issued under that Subsequent Placing.
E.4	Material interests	Not applicable. As at the date of this Prospectus, there are no interests that are material to the Initial Issue and Placing Programme and no conflicting interests.

E.5	Name of person selling securities	Not applicable. No person or entity is offering to sell Shares as part of the Initial Issue or the Placing Programme.
E.6	Dilution	Not applicable. No dilution will result from the Initial Issue. If 400 million Shares are issued pursuant to the Placing Programme, assuming that 200 million Ordinary Shares were issued in the Initial Issue and that persons who were Shareholders immediately after the Initial Issue do not participate in the Placing Programme, there would be a dilution of approximately 66.66 per cent. in the voting control of persons who were Shareholders immediately after the Initial Issue.
E.7	Estimated expenses charged to the investor by the issuer	The costs and expenses (including irrecoverable VAT) of, and incidental to, the Initial Issue payable by the Company are capped at 1.5 per cent. of the Gross Issue Proceeds. The costs and expenses of the Initial Issue are expected to be lower than the capped amount in the event that the Gross Issue Proceeds are £200 million or more. Other than in respect of expenses of, or incidental to, First Admission and the Initial Issue which the Company intends to pay out of the proceeds of the Initial Issue, there are no commissions, fees or expenses to be charged to investors by the Company under the Initial Issue. The costs and expenses of the Placing Programme will depend on subscriptions received.

Risk Factors

Investment in the Company should not be regarded as short-term in nature and involves a high degree of risk. Accordingly, investors should consider carefully all of the information set out in this Prospectus and the risks attaching to an investment in the Company, including, in particular, the risks described below.

The Directors believe that the risks described below are the material risks relating to the Shares at the date of this Prospectus. Additional risks and uncertainties not currently known to the Directors, or that the Directors deem immaterial at the date of this Prospectus, may also have an adverse effect on the performance of the Company and the value of the Shares. Investors should review this Prospectus carefully and in its entirety and consult with their professional advisers before making an application to participate in the Initial Issue and/or the Placing Programme.

Prospective investors should note that the risks relating to the Company, its industry and the 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 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 past performance of the Company and of investments which are referred to in this Prospectus are for information or illustrative purposes only and should not be interpreted as an indication, or as a guarantee, of future performance.

Risks relating to the Company

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

The Company is a newly formed company incorporated in Guernsey on 3 September 2018, has not produced any financial statements, and intends to invest primarily in a portfolio of equity or equity-related investments in unquoted companies, but currently has no investments and will not do so until after First Admission.

As a consequence, prior to First Admission, prospective investors in the Company will have no opportunity to evaluate the terms of any potential investment opportunities or actual significant investments (other than the Initial Portfolio), or financial data to assist them in evaluating the prospects of the Company and the related merits of an investment in the Shares. Following First Admission, Shareholders will only have a role in approving any investments the Company makes to the extent required under the Listing Rules.

Delays in deployment of the proceeds of the Initial Issue or the Placing Programme may have an impact on the performance of the Company's portfolio and cash flows

As at the date of this Prospectus, the Company has no investments although it has committed to acquire the Initial Portfolio immediately following Admission. Pending deployment of the Net Proceeds, the Company intends to invest cash held in cash deposits, gilts, money market funds and/or tradeable debt securities. Interim cash management is likely to yield lower returns than the expected returns from equity or equity-related investments in unquoted companies and other investments in the Company's portfolio. There can be no assurance as to how long it will take for the Company to invest all of the Net Proceeds of the Initial Issue and the net proceeds of the Placing Programme, and the longer the period the greater the likelihood that the Company's results of operations will be materially adversely affected. To the extent that there is a delay in investing the Net Proceeds (or the proceeds from any Subsequent Placing), the Company's aggregate return on investments will be reduced.

There can be no assurance that the Investment Adviser will be successful in implementing the Company's investment objectives

The Company may not achieve its investment objective. Meeting that objective is a target but the existence of such an objective should not be considered as an assurance or guarantee that it can or will be met.

The Company will be dependent upon the Investment Adviser's successful implementation of the Company's investment policy and its investment strategies, and ultimately on its ability to create an investment portfolio capable of generating capital growth. This implementation in turn will be subject to a number of factors, including market conditions and the timing of investments relative to market cycles, many of which are beyond the control of the Company and difficult to predict. There can be no assurance that the Company will be successful in sourcing suitable investment opportunities.

Market conditions and competition for investments may delay or prevent the Company from making appropriate investments that generate attractive returns

The Company's investment objective requires it to invest in instruments which may be both illiquid and scarce. Market conditions may increase illiquidity and scarcity and have a generally negative impact on the Company's ability to identify and execute suitable equity or equity-related investments in primarily unquoted companies that might generate acceptable returns. Market conditions may also restrict the supply of suitable equity or equity-related investments that may generate acceptable returns and thereby cause "cash drag" on the Company's performance. Adverse market conditions and their consequences may have a material adverse effect on the Company's investment portfolio. To the extent that there is a delay in making investments, the Company's returns will be reduced.

The Company's intended investment environment is competitive. The success of the Company's investment policy depends on the ability of the Investment Adviser to identify and execute suitable investments for the Company. A number of other investment funds and other entities will compete with the Company for investment opportunities. Such entities may have access to funding sources that are not available to the Company, have higher risk tolerances, higher profile brands or different risk assessments, which could allow them to consider a wider variety of investments and establish more relationships than the Company. The competitive pressures faced by the Company may prevent it from identifying investments that are consistent with its investment objectives or that generate attractive returns for Shareholders or from matching future investment prices, structures and terms offered by competitors. The Company can offer no assurance that competitive pressures will not have a material adverse effect on the Company's financial position and returns for investors.

The Company may borrow in connection with its investment activities which subjects it to interest rate risk and additional losses when the value of its investments fall

Borrowings may be employed at the level of the Company. The Company may incur indebtedness of up to a maximum of 20 per cent. of its Net Asset Value, calculated at the time of drawdown, for investment and for working capital purposes.

Prospective investors should be aware that, whilst the use of borrowings should enhance the Net Asset Value of the Shares when the value of the Company's underlying assets is rising, it will, however, have the inverse effect where the underlying asset value is falling. In addition, in the event that the Company's income falls for whatever reason, the use of borrowings will increase the impact of such a fall on the net revenue of the Company and accordingly will have an adverse effect on the Company's ability to pay dividends to Shareholders.

The Company (and/or any future subsidiary of it that incurs borrowings) will pay interest on any borrowing it incurs. As such, the Company is exposed to interest rate risk due to fluctuations in the prevailing market rates. Interest rate movements may affect the level of income receivable on cash deposits and the interest payable on the Company's variable rate cash borrowings. In the event that interest rate movements lower the level of income receivable on cash deposits or raise the interest required to be paid by the Company, returns to investors will be reduced.

The Company may be subject to the creditworthiness of the Depositary and its sub-custodian

Assets that are required to be held in custody will be held by the Depositary or its sub-custodians. Such assets may not be treated as segregated assets and may therefore not be segregated from any custodian's

own assets in the event of the insolvency of a custodian. Consequently, the Company may be subject to the creditworthiness of the Depositary and its sub-custodians.

Cash and cash equivalents may be held with approved counterparties. Such assets may not be segregated and may therefore not be segregated from the counterparties own assets in the event of the insolvency of the counterparty. When evaluating counterparties there can be no assurance that due diligence investigations with respect to the counterparty will reveal or highlight all relevant facts and circumstances that may be necessary or helpful in evaluating the creditworthiness of the counterparty.

The vote by the United Kingdom to leave the European Union

The United Kingdom held a referendum on 23 June 2016 in which a majority of voters voted to exit the European Union ("**Brexit**"). On 29 March 2017, the UK triggered the formal process to leave the European Union. The effects of Brexit will depend, amongst other things, on any agreements the United Kingdom makes to retain access to European Union markets either during a transitional period or more permanently. Brexit could adversely affect UK, European and worldwide economic and market conditions and could contribute to instability in global financial and foreign exchange markets.

The Company's ability to raise new capital could be hindered by any heightened market volatility caused by Brexit in the shorter term. In the longer term, if any changes to the national private placement regimes on which the Company currently relies to raise capital from certain investors based in the EEA (as described in the risk factor below entitled "Alternative Investment Fund Managers Directive") arise as a result of Brexit or otherwise, this could restrict the Company's ability to market its Shares in the EEA, which in turn may have a negative effect on marketing and liquidity of the Shares generally. Brexit could also adversely affect the operational, regulatory, insurance and tax regime to which the Company is currently subject. Any of these effects of Brexit, and others that the Directors cannot anticipate at this stage given the political and economic uncertainty surrounding the nature of the United Kingdom's future relationship with the European Union, could adversely affect the Company's business, financial condition and cash flows, including the ability of the Company to invest in equity and equity-related securities issued by companies in the European Union. They could also negatively impact the value of the Company and make accurate valuations of the Company's Shares and the investment interests comprising the assets of the Company more difficult.

Risks related to the Company's investment objective and strategy

There can be no guarantee that the basis of calculation of the value of the Company's investments will reflect the actual value achievable on realisation of those investments

It is expected that a significant proportion of the Company's portfolio will comprise unquoted securities. Such investments can be more difficult to value than quoted securities. The Company's investments in unquoted securities will be valued in accordance with the valuation policy adopted by the Board from time to time. As at the date of this Prospectus, the Company has adopted a valuation policy for unquoted securities to provide an objective, consistent and transparent basis for estimating the fair value of unquoted equity securities in accordance with International Financial Reporting Standards as well as International Private Equity and Venture Capital Valuation Guidelines. Independent third-party valuation firms are intended to be used to obtain assistance, advice, assurance, and documentation in relation to the ongoing valuation process. Certain independent valuation agents retained by the Company from time to time will also have pre-existing contractual arrangements with the Investment Adviser and/or other funds managed or advised by the Investment Adviser or another member of its group. Valuations are submitted to the portfolio managers and the Investment Adviser's Fair Value Pricing Committee for review. Such valuations may be conducted on an infrequent basis, are subject to a range of uncertainties and will involve the Investment Adviser exercising judgement. There can be no guarantee that the basis of calculation of the value of the Company's investments used in the valuation process will reflect the actual value achievable on realisation of those investments. This may lead to volatility in the valuation of the unquoted proportion of the Company's portfolio and, as a result, volatility in the price of Ordinary Shares. Furthermore, the Investment Adviser is entitled to receive a performance fee for its services to the Company which is based, in part, on the value of the Company's investments. This creates a potential conflict of interest as the Investment Adviser will have involvement in the valuation of the Company's investments although the deferral of the payment of performance fees to the extent there are realised gains and/or positions in liquid investments is designed to mitigate this risk.

Late-stage private growth companies and smaller capitalisation companies have a higher risk profile than their average listed peers

The Company is expected to invest its assets in, and expects to have a long-term focus on, companies that are in the late stages of private growth which, by their nature, may be smaller capitalisation companies than their listed peers. Such companies can be expected to have less mature businesses, a more restricted depth of management, a higher risk profile than larger and more established, listed companies and be subject to less (or no) regulation by external bodies. As smaller capitalisation companies often do not have the financial strength, diversity and resources of larger and more established companies, they may find it more difficult to operate successfully, especially in periods of low economic growth. The risk of bankruptcy of such companies is generally higher and it can be more challenging to access publicly available information in respect of such companies. Late-stage private growth companies and smaller capitalisation companies are more likely to depend on the management talents of a founder or small group of persons and, if any such persons were to cease to be involved in the management or support of the relevant company, this could have a material adverse impact on their businesses and prospects and the value of the investments in them made by the Company.

Investments may be difficult to realise

The Company is expected to invest a significant proportion of its assets in securities that are not readily tradable, are highly illiquid and have no public market. These features may make it difficult for the Company to sell its investments. Further, even where there are potential purchasers, sales of investments made by the Company in unquoted interests in portfolio companies may require the consent or cooperation of other interested parties. A failure or delay to obtain consent or cooperation of other interested parties may restrict the ability of the Company to realise unquoted interests in portfolio companies prior to an IPO by the relevant portfolio company or other corporate transactions.

Investments that are traded on a public exchange may be small companies by market capitalisation and therefore have a more limited secondary market than the securities of larger companies. Such investments may therefore be difficult to realise. Such realisations may involve significant time and cost and/or result in realisations at levels below the value of such investments estimated by the Company.

A failure or delay to realise an investment may restrict the ability of the Company to make other more lucrative investments, or require the sale of other more liquid investments, and may materially and adversely affect the performance of the Company and returns to the Shareholders.

Portfolio companies may impose restrictions on the disclosures they are willing to make to the Company

Portfolio companies that the Company invests in may impose restrictions on the use of information they provide to the Company. While the Company will always ensure it is not restricted from complying with its obligations under applicable law and regulation, portfolio companies may elect to not disclose information to the Company that they deem sensitive to their business and/or impose penalties on the Company should such information become public. Any of these events may impact the Company's ability to properly evaluate its investments going forwards.

Greater concentration of investments in any one sector and/or of a similar vintage may result in greater volatility in the value of the Company's investments

The Company is not constrained to specific weightings to any sector. Although the Company's portfolio is expected to be diversified across a number of sectors, the lack of such a constraint may lead to the Company having significant exposure (or no exposure) to portfolio companies from certain business sectors from time to time in circumstances where the investments are made in similar vintage companies over a relatively short time period. Greater concentration of investments of a similar vintage and/or in any one sector may result in greater volatility in the value of the Company's investments and consequently its Net Asset Value and may materially and adversely affect the performance of the Company and returns to the Shareholders.

Greater concentration of investments in any one geographical location may result in greater volatility in the value of the Company's investments

Initially, the Company is expected to have a material exposure to companies with a substantial presence in the UK. Over time, it is expected that the Company may be exposed to investments in companies located or predominately operating in other geographical locations. This may lead to the Company having significant exposure to portfolio investments from certain geographical areas from time to time. Greater concentration of investments in any one geographical location is generally considered a higher risk investment strategy than that with a more diversified geographic focus, as it exposes investors to the fluctuations of a single geographic market and currency. This may result in greater volatility in the value of the Company's investments and consequently its Net Asset Value, and could affect the value of the Shares.

Equity and equity-related investments in the Company's portfolio may not provide a consistent rate of realised return

The Company will invest in a portfolio of equity and equity-related investments that is expected to mainly consist of private, unquoted securities that do not generate significant amounts, or potentially any, income distributions for holders. Further, capital gains on the value of the Company's investments, if any, will only be realised upon the Company's sale of such investments or upon the IPO of an investee company. Therefore, the Company may not realise a consistent rate of return year-on-year from its portfolio of investments, which may result in volatility in the changes to the Company's Net Asset Value.

The Company's acquisition of the Initial Portfolio triggers certain obligations on the Merian Funds to obtain consent in relation to the underlying investee companies that comprise the Initial Portfolio

Pursuant to the Sale and Purchase Agreement, the Company will acquire the Initial Portfolio. The acquisition of the Initial Portfolio is conditional on, *inter alia*, the Merian Funds obtaining certain consents from a portfolio company to such acquisition as required by the constitutional documents of that underlying investee company. While the Company has discussed these consent requirements with the portfolio companies and does not expect any required consent to be withheld based on such discussions, there is no guarantee that the Sale and Purchase Agreement will become unconditional in all respects.

Pursuant to the terms of the Sale and Purchase Agreement, the Company will acquire interests in the Initial Portfolio at a value determined in accordance with the Company's valuation policy as at 31 August 2018 (which includes a report by an independent third party valuer).

The value of the Company's interests in the Initial Portfolio may change between the date of valuation and completion of the Sale and Purchase Agreement and, while the Company may require a revaluation of the shares if it reasonably believes they have materially reduced in value prior to Admission, there is no guarantee that it will do so. If the value of the of the Company's interests in the Initial Portfolio declines during this period and no revaluation is conducted, it would have an adverse effect on the Company's Net Asset Value.

There is no guarantee that the Company will make an investment in The Hut Group

As at the date of this Prospectus, the Company's acquisition of, or subscription for, shares in The Hut Group remains subject to agreement of final commercial terms and there is no guarantee that the Company will make this investment should First Admission occur. If the Company fails to make an investment in The Hut Group, deployment of the Net Proceeds may be delayed and cause "cash drag" on the Company's performance.

Cash management and delays in deployment of net proceeds may affect opportunities to increase the Company's Net Asset Value

There is no restriction on the amount of cash or cash equivalent investments that the Company may hold. It is expected that the Company will hold an appropriate value of its Gross Assets in cash or cash equivalent investments, for the purpose of making follow-on investments in accordance with the Company's investment policy and to manage the working capital requirements of the Company. In addition, following its acquisition of the Initial Portfolio, the net proceeds received by the Company pursuant to the Initial Issue or any Subsequent Placing may not be deployed within the periods anticipated by the Directors.

This may affect opportunities to increase the Company's Net Asset Value. The Company's returns are reliant on the amount of capital invested in, and the performance of, the Company's portfolio of investments in accordance with its investment policy. There can be no guarantee that the Company will deploy its capital in the manner anticipated. Any delays in the speed of capital deployment and any material cash or cash equivalent holdings may have an adverse impact on the Company's financial position, results of operations and returns to investors.

The Company may not be able to obtain additional capital on acceptable terms, or at all

The Company may require additional capital in the future to fund the expansion activity and/or business development and/or potential follow-on investments in existing investee companies, whether from equity or debt sources, especially if the Company's equity realisations from investee companies are not significant. If the Company is not able to obtain additional capital on acceptable terms, or at all, it may be forced to curtail or abandon such planned investment. This may mean that the Company will not be able to participate in subsequent funding rounds carried out by portfolio companies which would result in the interest which the Company holds in such businesses being diluted which may have a material adverse effect on the Company's financial position and returns for investors.

Investment in publicly traded equity securities are subject to risks associated with such investments

The Company may have holdings of equity securities traded on recognised exchanges (subject to the limitations set out in the Company's investment policy). Publicly traded equity securities are subject to risks associated with such investments, including fluctuations in market prices, adverse issuer or market information and the fact that equity securities are subordinate in the right of payment to other corporate securities, including debt securities. The value of these securities varies with the performance of the respective issuers and movements in equity markets generally. As a result, the Company may suffer losses if it invests in equity securities of issuers where performance falls below market expectations or if equity markets in general decline or the Company has not hedged against such a general decline.

Investments outside the UK may be exposed to local legal, economic, political, social and other risks

Initially, the Company is expected to mainly invest in companies with a substantial presence in the UK. Over time, the Company's investment portfolio may expand to become exposed to companies established, or undertaking a substantial part of their operations, in other geographical locations. The laws and regulations of various jurisdictions in which the Company may invest may impose restrictions that would not exist in the UK. Such jurisdictions may have their own legal, economic, political, social, cultural, business, industrial and labour and environmental risks and investments made in such jurisdictions may require significant government approvals under corporate, securities, exchange control, foreign investment and other similar laws and may require financing and structuring alternatives that differ significantly from those customarily used in the UK.

In addition, governments may from time to time impose restrictions intended to prevent capital flight, which may, for example, involve punitive taxation (including high withholding taxes) on certain securities or transfers or the imposition of exchange controls, making it difficult or impossible to exchange or repatriate foreign currency. These and other restrictions may make it impracticable for the Company to receive and/or distribute the amounts realised from such investments (in whole or in part) or may force the Company to receive such amounts other than in Sterling and therefore a portion of the distribution may be made in foreign securities or currency. It also may be difficult to obtain and enforce a judgment in a local court. No assurance can be given that a given political or economic climate, or particular legal or regulatory risks, will not adversely affect an investment by the Company.

The Company is not expected to take majority shareholder interests in its investments and may, therefore, have limited ability to protect its position in such investments

It is expected that the Company will not take majority shareholder interests in its investments, notwithstanding that the Company shall not be restricted from doing so. Therefore, the Company may have a limited ability to protect its position in such investments. The Initial Portfolio includes significant investments in each of which the Company will be a non-majority investor with relatively little ability to influence the operation of the investee companies in which it invests.

In particular, investment documentation may include finance, shareholder and other agreements and may contain certain minority or other restrictions that may impact on the ability of the Company to have control over the underlying investments, to access information which may be relevant to the investments made by the Company and/or expose the Company to the risk that other investors may individually or collectively act in a way that is contrary to the Company's interests (including in circumstances where the Investment Adviser has board observer status).

The foregoing factors may reduce the investment returns generated by portfolio companies, the ability of the Company to correctly anticipate the value of such investment returns and have a material adverse effect on the Company's financial position and returns for investors.

The Company does not propose to follow any benchmark

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

Risks related to the Investment Adviser

The Company is reliant on the performance and retention of key personnel

The Company will rely on key individuals at the Investment Adviser to identify and select investment opportunities and to manage the day-to-day affairs of the Company. There can be no assurance as to the continued service of these key individuals at the Investment Adviser. The death or departure of any of these from the Investment Adviser without adequate replacement may have a material adverse effect on the Company's business prospects and results of operations. Accordingly, the ability of the Company to achieve its investment objective depends heavily on the experience of the Investment Adviser's team, and more generally on the ability of the Investment Adviser to attract and retain suitable staff. The Board will have broad discretion to monitor the performance of the Investment Adviser or to appoint a replacement but the performance of the Investment Adviser or that of any replacement cannot be guaranteed.

Due diligence may not reveal all facts and circumstances that may be relevant in connection with an investment

The due diligence process that the Investment Adviser will undertake in connection with the Company's investments may not reveal all facts and circumstances that may be relevant in connection with an investment.

When conducting due diligence, the Investment Adviser will typically evaluate a number of business, financial, tax, accounting, environmental and legal issues in determining whether or not to proceed with an investment. Outside consultants, legal advisers and accountants may be involved in the due diligence process in varying degrees depending on the type of investment. Nevertheless, when conducting due diligence and making an assessment regarding an investment, the Company will be required to rely on resources available to it, including information provided by the target of the investment and, in some circumstances, third party investigations. The due diligence process may at times be subjective, especially with respect to companies for which only limited information is available. Accordingly, there can be no assurance that due diligence investigations with respect to any investment opportunity will reveal or highlight all relevant facts and circumstances that may be necessary or helpful in evaluating such investment opportunity.

Any failure by the Investment Adviser to identify relevant facts and circumstances through the due diligence process may lead to unsuccessful investment decisions, which could have a material adverse effect on the Company's financial position, results of operations and returns for investors.

Similarly, notwithstanding that the Investment Adviser takes all reasonable steps to verify the accuracy of the information provided to it by the investee companies that comprise the Initial Portfolio, there can be no assurance that such information, some of which has been included in this Prospectus, reveals or highlights accurately all relevant facts and circumstances that may be necessary or helpful in evaluating such investee company.

The past performance of the Investment Adviser is not a guarantee of the future performance of the Company

The Company has presented certain information in this Prospectus regarding the past performance of the Investment Adviser and its key individuals. The past performance of the Investment Adviser and its key individuals is not indicative, or intended to be indicative, of future performance or results of the Company. For example, the structure, term, strategies and investment objectives and policies of the Company, on the one hand, and Merian UK Smaller Companies Focus Fund and Merian UK Mid Cap Fund on the other hand, may affect their respective returns. In particular, Merian UK Smaller Companies Focus Fund and Merian UK Mid Cap Fund invest predominantly in listed securities while the Company intends to invest in primarily equities or equity-related investments in unquoted companies. Accordingly, there can be no assurance that the Company will have the same opportunities to invest in assets that generate similar returns to such other funds and their risk profile is markedly different.

Any accrued and unpaid Performance Fees will crystallise and become payable to the Investment Adviser upon termination

The Investment Adviser is entitled to a Performance Fee from the Company under the terms of the Portfolio Management Agreement. Subject to the satisfaction of certain requirements needed to earn a Performance Fee, the payment of a Performance Fee will generally be deferred until there are net realised profits or unrealised gains attributable to liquid investments available to pay the outstanding Performance Fee. Under the terms of the Portfolio Management Agreement, any accrued and unpaid Performance Fees will crystallise and become payable to the Investment Adviser upon certain termination events where the Investment Adviser will cease to provide portfolio management services going forwards, rather than the date on which there are available net realised profits and/or unrealised gains attributable to liquid investments. In such circumstances, the Company will have to pay any accrued performance fee and this may affect the Company's redeployment of capital arising from its portfolio or require it to realise investments, which may have an adverse impact on the Company's financial position and returns to investors.

The Company may need to liquidate investments in its portfolio to realise sufficient cash resources to pay the Performance Fee

The Investment Adviser is entitled to a Performance Fee under the terms of the Portfolio Management Agreement. Subject to the satisfaction of certain requirements needed to earn a Performance Fee, the Investment Adviser will be entitled to be paid that Performance Fee based on, among other things, the value of an investment (less cost) at the IPO of an investee company. Although such amounts trigger the payment of a Performance Fee earned in that calculation period, the Company may not have available cash resources from which to pay such accrued and owing Performance Fee. The Company may need to liquidate investments in its portfolio to realise sufficient cash resources to pay the Performance Fee, although the Company may defer payment of the Performance Fee for a period of three months (or such other time period as may be agreed with the Investment Adviser) in order to realise sufficient cash resources. The realisation of any such investments may result in their sale at a level below the value of such investment estimated by the Company and may adversely affect the performance of the Company's portfolio and returns to the Shareholders.

Cybersecurity Risk

The Company and/or one or more or its service providers, including the Investment Adviser, may be prone to operational, information security and related risks resulting from failures of or breaches in cybersecurity.

A failure of or breach in cybersecurity ("cyber incidents") refers to both intentional and unintentional events that may cause the relevant party to lose proprietary information, suffer data corruption, or lose operational capacity. In general, cyber incidents can result from deliberate attacks ("Cyber-attacks") or unintentional events. Cyber-attacks include, but are not limited to, gaining unauthorised access to digital systems (for example, through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. Cyber-attacks may also be carried out in a manner that does not require gaining unauthorised access, such as causing denial-of-service attacks on websites (such as efforts to make network services unavailable to intended users).

Cyber incidents may cause disruption and impact business operations, potentially resulting in financial losses, interference with the ability to calculate the Net Asset Value, impediments to trading, the inability of

Shareholders to subscribe for, or sell Shares, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs.

While the Investment Adviser has established business continuity plans in the event of, and risk management strategies, systems, policies and procedures to seek to prevent, cyber incidents, there are inherent limitations in such plans, strategies, systems, policies and procedures, including the possibility that certain risks have not been identified. Furthermore, none of the Company, the Investment Adviser and/or the service providers can control the cybersecurity plans, strategies, systems, policies and procedures put in place by the entities in which the Company invests.

Risks related to the Shares

The market price of the Shares may fluctuate widely in response to different factors and there can be no assurance that the Shares will be repurchased by the Company even if they trade at a price materially below their Net Asset Value

The market price of the Shares may not reflect the value of the underlying investments of the Company and may be subject to wide fluctuations in response to many factors, including, *inter alia*, additional issuances or future sales of the Company's shares or other securities exchangeable for, or convertible into, its Shares in the future, the addition or departure of Board members or key individuals at the Investment Adviser, divergence in financial results from stock market expectations, changes in stock market analyst recommendations regarding the Company or any of its assets, or the sector, a perception that other market sectors may have higher growth prospects, general economic conditions, prevailing interest rates or difficulties valuing equity or equity-related investments in primarily unquoted companies and other events and factors within or outside the Company's control. Stock markets experience extreme price and volume volatility from time to time, and this, in addition to general economic, political and other conditions, may materially adversely affect the market price for the Shares. The market value of the Shares may vary considerably from the Company's underlying Net Asset Value. There can be no assurance, express or implied, that Shareholders will receive back the amount of their investment in the Shares.

The Company has Shareholder approval, conditional on First Admission, to make market purchases of up to 14.99 per cent. of the Ordinary Shares in issue immediately following First Admission (and the Directors intend to seek annual (or, if required, more frequent) renewal of this authority from Shareholders) and subject to the requirements of the Listing Rules, the Companies Law, the Articles and other applicable legislation, the Company may thus purchase Ordinary Shares in the market with the intention of, amongst other things, enhancing the Net Asset Value per Ordinary Share. The Company may decide to make any such purchases (and the timing of such purchases), however, at the absolute discretion of the Directors. There can be no assurance that any purchases will take place or that any purchases will have the effect of narrowing any discount to Net Asset Value at which the Ordinary Shares may trade.

A liquid market for the Shares may fail to develop

First Admission should not be taken as implying that there will be a liquid market for the Shares. Prior to First Admission, there has been no public market for the Shares and there is no guarantee that an active trading market will develop or be sustained after First Admission. If an active trading market is not developed or maintained, the liquidity and trading price of the Shares may be adversely affected. Even if an active trading market develops, the market price of the Shares may not reflect the value of the underlying investments of the Company.

The Company may in the future issue new Ordinary Shares or C Shares, which may dilute Shareholders' equity

Further issues of Ordinary Shares may, subject to compliance with the relevant provisions of the Companies Law and the Articles, be made on a non-pre-emptive basis. Existing holders of Shares may, depending on the level of their participation in the relevant share issue, have the percentage of voting rights they hold in the Company diluted.

Sales of Shares by members of the Board, or the possibility of such sales, may affect the market price of the Shares

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

The Shares are subject to certain provisions that may cause the Board to refuse to register, or require the transfer of, Shares

Although the Shares are freely transferable, there are certain circumstances in which the Board may, under the Articles and subject to certain conditions, compulsorily require the transfer of the Shares.

These circumstances include where a transfer of Shares would cause, or is likely to cause: (i) the assets of the Company to be considered "plan assets" under the Plan Asset Regulations; (ii) the Company to be required to register under the Investment Company Act, or members of the senior management of the Company to be required to register as "investment advisers" under the Investment Advisers Act; (iii) the Company to be required to register under the US Exchange Act or any similar legislation, amongst others; or (iv) the Company to be unable to comply with its obligations under the Foreign Account Tax Compliance Provisions (commonly known as FATCA).

Risks relating specifically to the C Shares

C Shares will be issued in separate tranches and will convert into Ordinary Shares at the Conversion Time. Pending conversion of such C Shares into Ordinary Shares, the portfolio of assets attributable to the C Shares (the "**C Share Portfolio**") will differ from the portfolio of assets attributable to the Ordinary Shares (the "**Ordinary Share Portfolio**") in terms of both performance (the assets in the portfolios may be different) and diversification (the C Share Portfolio may be more concentrated that the Ordinary Share Portfolio pending Conversion).

Risks related to regulation and taxation

Taxation attributable to the disposal of equity or equity-related investments

The Investment Adviser may or may not take tax considerations into account in determining when the Company's equity or equity-related investments should be sold or otherwise disposed of and may or may not assume certain market risk and incur certain expenses in this regard to achieve favourable tax treatment of a transaction.

The Company has not registered and does not intend to register as an investment company under the Investment Company Act

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

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

The assets of the Company could be deemed to be "plan assets" that are subject to the requirements of ERISA or Section 4975 of the Internal Revenue Code, which could restrain the Company from making certain investments, and result in excise taxes and liabilities

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

Overseas taxation

The Company may be subject to tax (including withholding taxes) under the tax rules of the jurisdictions in which it invests. Although the Company will endeavour to mitigate any such taxes where appropriate this may affect the level of returns to Shareholders.

Changes in the Company's tax status, accounting standards or tax treatment may adversely affect the Company

Any change in the Company's tax status, in taxation legislation, the withholding regime or tax practice in Guernsey and the UK and any jurisdiction in which portfolio companies are held to be tax resident, or in the Company's tax treatment may affect the value of the investments held by the Company or the Company's ability to successfully pursue and achieve its investment objective, or alter the after-tax returns to Shareholders. Statements in this Prospectus concerning the taxation of Shareholders are based upon current United Kingdom and Guernsey tax law and published practice, any aspect of which law and practice is, in principle, subject to change (potentially with retrospective effect) that may adversely affect the ability of the Company to successfully pursue its investment policy or meet its investment objective, and which may adversely affect the taxation of Shareholders.

The investment objective included in this Prospectus is based on the Company not being treated as resident outside Guernsey for tax purposes. A non-UK incorporated company will generally be regarded as tax resident in the UK if its central management and control is exercised in the UK. However, section 363A Taxation (International and Other Provisions) Act 2010 provides an override to the general law so that a company that would otherwise be tax resident in the UK will not be so resident if it is an AIF (within the meaning of the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773)) that meets certain conditions. The Company will be considered an AIF that falls within this override. However, if the Company were to be tax resident in another territory, the Company may be subject to additional taxes which could adversely impact the returns available for distribution to Shareholders.

Prospective investors should consult their tax advisers with respect to their own tax position before deciding whether to invest in the Company.

Risk that the Company is treated as an "offshore fund" for the purposes of UK taxation

The Directors have been advised that the Company should not be an "offshore fund" for the purposes of UK taxation and that the provisions of Part 8 of the Taxation (International and Other Provisions) Act 2010 should not apply. However, the Company has not obtained confirmation of its position under the offshore fund rules from HMRC. If the Company were to be treated as an "offshore fund" for the purposes of UK taxation, and assuming that "reporting fund" status was not obtained by the Company, then any gains accruing to UK resident Shareholders upon the disposal of their Shares would be taxed at the time of such disposal as income (an "**offshore income gain**") and not as a capital gain. In computing the offshore

income gain, amounts re-invested which have been subject to UK tax as income can, to the extent that they have not been distributed to UK resident Shareholders, be added to the cost of the Shares disposed of and, as a result, reduce any liability to taxation arising on that disposal.

US Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard

The governments of the United States and Guernsey have entered into an intergovernmental agreement (the "**US-Guernsey IGA**") related to implementing FATCA which is implemented through Guernsey's domestic legislation. FATCA imposes certain information reporting requirements on a foreign financial institution ("**FFI**") or other non-US entity and, in certain cases, US federal withholding tax on certain US source payments and gross proceeds from a sale of assets generating US source payments. The Company is likely to be considered an FFI, and will therefore have to comply with certain registration and reporting requirements in order not to be subject to US withholding tax under FATCA. In addition, the Company may be required to withhold US tax at the rate of 30 per cent. on "withholdable payments" or, after 31 December 2018, certain "foreign passthru payments", to persons that are not compliant with FATCA or that do not provide the necessary information or documents, to the extent such payments are treated as attributable to certain US source payments.

Guernsey has also implemented the Common Reporting Standard or "CRS" regime with effect from 1 January 2016. Accordingly, reporting in respect of periods commencing on or after 1 January 2016 is required in accordance with the CRS (as implemented in Guernsey).

Under the CRS and legislation enacted in Guernsey to implement the CRS, certain disclosure requirements are imposed in respect of certain investors who are, or are entities that are controlled by one or more natural persons who are, residents of any of the jurisdictions that have also adopted the CRS, unless a relevant exemption applies. Where applicable, information to be disclosed will include certain information about investors, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The CRS has been implemented through Guernsey's domestic legislation in accordance with guidance issued by the OECD as supplemented by guidance notes in Guernsey. Under the CRS, disclosure of information will be made to the Director of Income Tax in Guernsey for transmission to the tax authorities in other participating jurisdictions.

The requirements under FATCA, the Common Reporting Standard and similar regimes and any related legislation, intergovernmental agreements and/or regulations may impose additional burdens and costs on the Company or Shareholders. There is no guarantee that the Company will be able to satisfy such obligations and any failure to comply may materially adversely affect the Company's business, financial condition, results of operations, NAV and/or the market price of the Ordinary Shares, and the Company's ability to deliver returns, or pay dividends, to Shareholders. In addition, there can be no guarantee that any payments in respect of the Shares will not be subject to withholding tax under FATCA. To the extent that such withholding tax applies, the Company is not required to pay any additional amounts.

In subscribing for or acquiring Ordinary Shares, each Shareholder is agreeing, upon the request of the Company or its delegate, to provide such information as is necessary to comply with FATCA, the Common Reporting Standard and other similar regimes and any related legislation and/or regulations. In particular, prospective investors should be aware that certain forced transfer provisions contained in the Articles may apply in the case that the Company suffers any pecuniary disadvantage as a result of the Company's failure to comply with FATCA as a result of a Non-Qualified Holder failing to provide information as requested by the Company in accordance with the Articles.

Investors should consult with their respective tax advisers regarding the possible implications of FATCA, the Common Reporting Standard and similar regimes concerning the automatic exchange of information and any related legislation, intergovernmental agreements and/or regulations.

Risk relating to packaged retail and insurance-based investment products ("PRIIPs")

Investors should be aware that the PRIIPs Regulation requires the Company, as a PRIIP manufacturer, to prepare a key information document ("**KID**") in respect of the Ordinary Shares and each tranche of C Shares. The KID must be made available by the Company to retail investors prior to them making any investment decision and is available on the Company's website at www.Merian.com/Chrysalis. The content of KID is highly prescriptive, both in terms of the calculations underlying the numbers and the narrative, with limited

ability to add further context and explanations, and therefore the KID should be read in conjunction with other material produced by the Company including the annual report and the Prospectus which are available on the Company's website.

EU list of non-cooperative tax jurisdictions

On 5 December 2017, the EU Member States released their first agreed list of 17 non-cooperative tax jurisdictions as part of the EU's work to fight tax evasion and avoidance. The list aims to assess jurisdictions against agreed criteria for good governance, including in relation to tax transparency, fair taxation, the implementation of BEPS and substance requirements for zero-tax jurisdictions. The list was updated on: (i) 23 January 2018, when eight jurisdictions were removed from the list (following commitments made at a high political level to remedy EU concerns); (ii) 13 March 2018, when three jurisdictions were removed, and three new jurisdictions were added, to the list; (iii) 25 May 2018, when two jurisdictions were removed from the list; and (iv) 2 October 2018, when one jurisdiction was removed from the list. As at 10 October 2018 (being the latest practicable date prior to the publication of this Prospectus), Guernsey is not on the EU "**common list**" of jurisdictions which have refused to engage with the EU or to address tax good governance shortcomings. At this stage it is unclear what the full implications of being on the common list will be, however, as a starting point: (i) funds from the European Fund for Sustainable Development (EFSD), the European Fund for Strategic Investment (EFSI) and the External Lending Mandate (ELM) cannot be channelled through entities in countries on the common list (only direct investment in these countries (i.e. funding for projects on the ground) will be allowed, to preserve development and sustainability objectives); (ii) the list is referenced in other relevant legislative proposals (for example, the public country-by-country reporting proposal includes stricter reporting requirements for multinationals with activities in listed jurisdictions, and in the proposed transparency requirements for intermediaries a tax scheme routed through a listed country will be automatically reportable to tax authorities); and (iii) the European Commission has encouraged Member States to agree on coordinated sanctions to apply at a national level against the listed jurisdictions.

There are also lists of jurisdictions who have agreed to commit to address various concerns by 2018 (the "**commitments list**"), including Guernsey in relation to economic substance. Should Guernsey subsequently be placed on the common list, or if sanctions are imposed upon entities on the commitments list (or those who fail to meet their commitments), there is a risk that countermeasures could be applied against the listed countries. These could include measures such as increased monitoring and audits, withholding taxes, special documentation requirements and anti-abuse provisions. If countermeasures such as these were to be applied to any jurisdiction in which the Company is resident or operates there could be tax implications and/or additional compliance requirements for the structure which could reduce returns to investors in the Company or result in other adverse tax consequences.

Prevention of the Criminal Facilitation of Tax Evasion

Two new United Kingdom corporate criminal offences for failure to prevent the facilitation of tax evasion ("**FTP**" offences) have been created by the Criminal Finances Act 2017. The offences came into force on 30 September 2017. The FTP offences impose criminal liability on a company or a partnership (a "**relevant body**") if it fails to prevent the criminal facilitation of tax evasion by a "**person associated**" with the relevant body. There is a defence to the charge if the relevant body can show that it had in place "reasonable prevention procedures" at the time the facilitation took place.

The Investment Adviser is required to comply with the Criminal Finances Act 2017. In order to assist in having reasonable prevention procedures in place. The Company may also be within the scope of FTP if conduct constituting part of a foreign tax evasion facilitation takes place in the United Kingdom or if United Kingdom tax evasion is facilitated. Such persons may also be required to comply with other applicable laws regarding the prevention of the facilitation of tax evasion (together with the FTP offences, "**FTP Laws**"). In order to comply with FTP Laws, the Company and/or the Investment Adviser may require additional information from Shareholders or prospective Investors in the Company regarding their tax affairs.

Alternative Investment Fund Managers Directive

The AIFM Directive seeks to regulate alternative investment fund managers ("**AIFMs**") and imposes obligations on AIFMs in the EEA or who market shares in such funds to EEA investors. In order to obtain authorisation under the AIFM Directive, an alternative investment fund manager needs to comply with various organisational, operational and transparency obligations, which may create significant additional compliance

costs, some of which may be passed to investors in the alternative investment funds they manage ("**AIFs**") and may affect returns.

An alternative investment fund manager may only market an AIF to EU investors if it is authorised by a relevant EU regulator or complies with national private placement regimes. The AIFM has filed with the FCA a notification pursuant to Article 36 of the AIFM Directive to market the Ordinary Shares to investors in the UK under the AIFM Directive (as implemented by the AIFM Regulations).

The AIFM is an authorised alternative investment fund manager, and is subject to the full requirements of the AIFM Directive. In the event that the AIFM is no longer able to be the alternative investment fund manager of the Company and a suitable replacement cannot be found, the Company may be required to become authorised itself, rendering the Company a self-managed AIF under the AIFM Directive. This may place a significant cost and administrative burden on the Company, and may therefore reduce returns for investors.

Any regulatory changes arising from the AIFM Directive (or otherwise) that limits the Company's ability to market future issues of its Shares may materially adversely affect the Company's ability to carry out its investment policy successfully and to achieve its investment objective, which in turn may adversely affect the Company's portfolio, financial condition, Net Asset Value and/or the market price of the Shares.

Important Information

Prospective Shareholders should rely only on the information contained in this Prospectus. No person has been authorised to give any information or make any representations other than as contained in this Prospectus and," if given or made, such information or representations must not be relied on as having been authorised by the Company, the Investment Adviser, Administrator, Liberum, Zeus Capital or any of their respective affiliates, officers, directors, employees or agents. Without prejudice to the Company's obligations under the Prospectus Rules, the Listing Rules and the Disclosure Guidance and Transparency Rules neither the delivery of this Prospectus nor any subscription made under this Prospectus shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date of this Prospectus or that the information contained herein is correct as at any time subsequent to its date.

Prospective Shareholders must not treat the contents of this Prospectus or any subsequent communications from the Company, the Investment Adviser, the Administrator, Liberum, Zeus Capital or any of their respective affiliates, officers, directors, employees or agents as advice relating to legal, taxation, accounting, regulatory, investment or any other matters.

In connection with the Initial Placing and any Subsequent Placing, Liberum, Zeus Capital or any of their affiliates acting as an investor for its or their own account(s) may subscribe for the 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 related investments in connection with the Initial Placing, any Subsequent Placing or otherwise. Accordingly, references in this Prospectus to the Shares being issued, offered, subscribed or otherwise dealt with, should be read as including any issue or offer to, or subscription or dealing by, Liberum, Zeus Capital or any of their respective affiliates acting as an investor for its or their own account(s). Neither Liberum nor Zeus Capital intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

If you are in doubt about the contents of this Prospectus you should consult your stockbroker, bank manager, solicitor, accountant, legal or professional adviser or other financial adviser.

Intermediaries

The Company consents to the use of this Prospectus by financial intermediaries in connection with any subsequent resale or final placement of securities by financial intermediaries in the UK, the Channel Islands and the Isle of Man on the following terms: (i) in respect of the Intermediaries who have been appointed by the Company prior to the date of this Prospectus, as listed in paragraph 15 of Part VIII of this Prospectus, from the date of this Prospectus; and (ii) in respect of Intermediaries who are appointed by the Company after the date of this Prospectus, a list of which appears on the Company's website, from the date on which they are appointed to participate in connection with any subsequent resale or final placement of securities and, in each case, until the closing of the period for the subsequent resale or final placement of securities by financial intermediaries at 3.00 p.m. on 31 October 2018, unless closed prior to that date. The Company and each of the Directors accept responsibility for the content of this Prospectus with respect to the resale or final placement of Shares in connection with the Intermediaries Offer by Intermediaries given consent by the Company to use this Prospectus.

The offer period within which any subsequent resale or final placement of securities by financial intermediaries can be made and for which consent to use this Prospectus is given commences on 11 October 2018 and closes at 3.00 p.m. on 31 October 2018, unless closed prior to that date (any such prior closure to be announced via a Regulatory Information Service).

Information on the terms and conditions of any subsequent resale or final placement of securities by any financial intermediary is to be provided at the time of the offer by the financial intermediary. Any financial intermediary using this Prospectus is required to state on its website that it uses this Prospectus in accordance with the consent and conditions as set out above.

The Company consents to the use of this Prospectus and accepts responsibility for the content of this Prospectus also with respect to subsequent resale or final placement of securities by any financial intermediary given consent to use this Prospectus.

Any new information with respect to financial intermediaries unknown at the time of approval of this Prospectus will be available on the Company's website, www.Merian.com/Chrysalis.

Information to Distributors

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended ("**MiFID II**"); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the "**MiFID II Productive Governance Requirements**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any manufacturer (for the purposes of the Product Governance Requirements) may otherwise have with respect thereto, the Shares the subject of the Initial Issue have been subject to a product approval process, which has determined that such Shares are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the "**Target Market Assessment**"). Notwithstanding the Target Market Assessment, Distributors should note that: (i) the price of the Shares may decline and investors could lose all or part of their investment; (ii) the Shares offer no guaranteed income and no capital protection; and (iii) an investment in the Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Initial Issue.

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

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

Data protection: Personal Data Collection Notice

Each investor acknowledges that it has been informed that, pursuant to applicable data protection legislation (including the GDPR and the DP Law) and regulatory requirements in Guernsey and/or the EEA, as appropriate ("**DP Legislation**") the Company, the Administrator and/or the Registrar hold their personal data. Personal data will be retained on record for a period exceeding six years after which it is no longer used (subject always to any limitations on retention periods set out in the DP Legislation). The Registrar and the Administrator will process such personal data at all times in compliance with DP Legislation and shall only process such information for the purposes set out in the Company's privacy notice (the "**Purposes**") which is available for consultation on the Company's website www.Merian.com/Chrysalis (the "**Privacy Notice**").

Where necessary to fulfil the Purposes, the Company will disclose personal data to:

(a) third parties located either within, or outside of the EEA, for the Registrar and the Administrator to perform their respective functions, or when it is within its legitimate interests, and in particular in connection with the holding of Ordinary Shares and/or C Shares; or

(b) its affiliates, the Registrar, the Administrator or the Investment Adviser and their respective associates, some of which are located outside of the EEA.

Any sharing of personal data between parties will be carried out in compliance with DP Legislation and as set out in the Company's Privacy Notice.

In providing the Registrar with personal data, the investor hereby represents and warrants to the Company, the Registrar and the Administrator that: (1) it complies in all material aspects with its data controller

obligations under DP Legislation, and in particular, it has notified any data subject of the Purposes for which personal data will be used and by which parties it will be used and it has provided a copy of the Company's Privacy Notice to such relevant data subjects; and (2) where consent is legally competent and/or required under DP Legislation, the investor has obtained the consent of any data subject to the Company, the Administrator and the Registrar and their respective Affiliates and group companies, holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes).

Each investor acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the investor is a natural person he or she (as the case may be) represents and warrants that (as applicable) he or she has read and understood the terms of the Company's Privacy Notice.

Each investor acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the investor is not a natural person it represents and warrants:

(a) it has brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account the investor may act or whose personal data will be disclosed to the Company and the Administrator as a result of the investor agreeing to subscribe for Ordinary Shares and/or C Shares under the Placing; and

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

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

(a) comply with all applicable data protection legislation;

(b) take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;

(c) if required, agree with the Company, the Administrator and the Registrar (as applicable), the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and

(d) immediately on demand, fully indemnify the Company, the Administrator and the Registrar (as applicable) and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company, the Administrator and/or the Registrar in connection with any failure by the investor to comply with the provisions set out above.

Regulatory information

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to subscribe for or buy, Shares in any jurisdiction in which such offer or solicitation is unlawful. The issue or circulation of this Prospectus may be prohibited in some countries.

Investment considerations

The contents of this Prospectus are not to be construed as advice relating to legal, financial, taxation, accounting, regulatory, investment decisions or any other matter. Prospective investors must inform themselves as to:

- the legal requirements within their own countries for the purchase, holding, transfer, redemption or other disposal of the Shares;
- any foreign exchange restrictions applicable to the purchase, holding, transfer, redemption or other disposal of the Shares which they might encounter; and
- the income and other tax consequences which may apply to them as a result of the purchase, holding, transfer, redemption or other disposal of the Shares.

Prospective investors must rely upon their own representatives, including their own legal advisers and accountants, as to legal, tax, accounting, regulatory, investment or any other related matters concerning the Company and an investment therein.

An investment in the Company should be regarded as a long-term investment. There can be no assurance that the Company's investment objectives will be achieved.

It should be remembered that the price of the Shares, and the income from such Shares (if any), can go down as well as up.

This Prospectus should be read in its entirety before making any investment in the Shares. All Shareholders are entitled to the benefit of, are bound by, and are deemed to have notice of, the provisions of the Articles which investors should review. A summary of the Articles is contained in Part VIII of this Prospectus under the section headed "Articles".

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 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 relate to matters that are not historical facts. They appear in a number of places throughout this Prospectus and include statements regarding the intentions, beliefs or current expectations of the Company and the Directors concerning, amongst other things, the investment strategy, financing strategies, investment performance, results of operations, financial condition, prospects and the dividend policies of the Company and the instruments in which it will invest. 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. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by these forward-looking statements. These factors include, but are not limited to, changes in general market conditions, legislative or regulatory changes, changes in taxation regimes or development planning regimes, the Company's ability to invest its cash and the proceeds of the Initial Issue and the Placing Programme in suitable investments on a timely basis and the availability and cost of capital for future investments.

Potential investors are advised to read this Prospectus in its entirety, and, in particular, the section of this Prospectus entitled "Risk Factors" for a further discussion of the factors that could affect the Company's future performance. In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements in this Prospectus may not occur or may not occur as foreseen.

These forward-looking statements speak only as at the date of this Prospectus. Subject to its legal and regulatory obligations (including under the Listing Rules, the Prospectus Rules, the DTRs and the Takeover Code), the Company expressly disclaims any obligations to update or revise any forward-looking statement contained herein to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any statement is based.

Nothing in the preceding three paragraphs should be taken as limiting the working capital statement in paragraph 10 of Part VIII of this Prospectus.

Presentation of financial information

The Company is newly formed and as at the date of this Prospectus has only commenced limited operations, and therefore no statutory financial statements have been prepared as at the date of this Prospectus. All future financial information for the Company is intended to be prepared in accordance with IFRS. In making an investment decision, prospective investors must rely on their own examination of the Company from time to time and the terms of the applicable issue.

Presentation of industry, market and other data

Information regarding markets, market size, market share, market position, growth rates and other industry data pertaining to the Company's business and the track record of the Investment Adviser contained in this Prospectus consists of estimates based on data and reports compiled by professional organisations and analysts, information made public by investment vehicles currently managed by the Investment Adviser, or data from other external sources and on the Company's, the Directors' and Investment Adviser's knowledge of the unquoted equities sector. Information regarding the macroeconomic environment has been compiled from publicly available sources. In many cases, there is no readily available external information (whether from trade associations, government bodies or other organisations) to validate market-related analyses and estimates, requiring the Company to rely on internally developed estimates. The Company takes responsibility for compiling, extracting and reproducing market or other industry data from external sources, including third parties or industry or general publications, but none of the Company, the Investment Adviser, Liberum or Zeus Capital has independently verified that data. The Company gives no assurance as to the accuracy and completeness of, and takes no further responsibility for, such data. Similarly, while the Company believes its and the Investment Adviser's internal estimates to be reasonable, they have not been verified by any independent sources and the Company cannot give any assurance as to their accuracy.

Currency presentation

Unless otherwise indicated, all references in this Prospectus to "GBP", "pounds sterling", "£", "pence" or "p" are to the lawful currency of the UK.

Governing law

Unless otherwise stated, statements made in this Prospectus are based on the law and practice currently in force in England and Wales and Guernsey (as appropriate) and are subject to changes therein.

Website

The contents of the Company's website, www.Merian.com/Chrysalis, do not form part of this Prospectus. Investors should base their decision whether or not to invest in the Shares on the contents of this Prospectus alone.

Notice to prospective investors in the European Economic Area

As at the date of this Prospectus, the Shares have not been registered under the securities laws, or with any securities regulatory authority of, any member state of the EEA other than the United Kingdom and subject to certain exceptions, the Shares may not, directly or indirectly, be offered, sold, taken up or delivered in or into any member state of the EEA other than the United Kingdom. The distribution of this Prospectus in other jurisdictions may be restricted by law and therefore persons into whose possession this Prospectus comes should inform themselves about and observe any such restrictions.

Notice to prospective investors in Ireland

Unless stated otherwise herein, Shares in the Company can only be marketed to those investors that are considered to be a professional client or may, on request, be treated as a professional client, within the meaning of European Communities (Markets in Financial Instruments) Regulations, 2017, as amended ("**MIFIR**") (hereinafter "**eligible investors**").

It is intended that the Company shall be notified to the Central Bank of Ireland (the "**Central Bank**") for offer or distribution under Regulation 37 of the European Union (Alternative Investment Fund Managers) Regulations 2013 as amended (the "**Regulations**"), following which it may be marketed in Ireland to prospective eligible investors domiciled or with a registered office in a member state of the EEA.

This Prospectus and the information contained herein is confidential and has been prepared and is intended for use on a confidential basis solely by those eligible investors in the Republic of Ireland to whom it is sent. This Prospectus may not be reproduced, redistributed or passed on to any other person in the Republic of Ireland or published in whole or in part for any purpose. No person receiving a copy of this Prospectus, other than the addressee, may treat it as constituting an invitation or a solicitation to them to subscribe for

or purchase Shares in the Company. Any and all offers made by or contained in this Prospectus to eligible investors in the Republic of Ireland will be restricted to an offer of securities which is an excluded offer within the meaning of article 3.2 of the Prospectus Directive (2003/71/EC) as amended (the "**Prospectus Directive**") and regulation 9 of the Prospectus (Directive 2003/71/EC) Regulations 2005 as amended (the "**Prospectus Regulations**"). Accordingly, any such offer is an excluded offer within the meaning of article 3.2 of Prospectus Directive and regulation 9 of the Prospectus Regulations.

This Prospectus does not constitute a Prospectus under any Irish law or regulations and has not been authorised by the Central Bank or any stock exchange in the Republic of Ireland. The Company is not supervised by the Central Bank and is not otherwise supervised or authorised in the Republic of Ireland. Shares may not be offered or placed, directly or indirectly by or to any person in the Republic of Ireland other than to eligible investors in conformity with the provisions of the Regulations and the requirements of the Central Bank.

If any advice is given to residents of the Republic of Ireland in relation to any offer made by or contained in this Prospectus by any intermediary, such intermediary should be authorised or exempted under MIFR.

Nothing in this Prospectus implies any representation, recommendation or advice (including investment advice under MiFID II) of any kind by the AIFM, the Investment Adviser, their management, employees or affiliates with respect to its contents.

Notice to prospective investors in Guernsey

The Shares may only be promoted in or from within the Bailiwick of Guernsey by persons regulated by the Commission as licensees under the POI Law. Persons appointed by the Company and not licensed may not promote the Company in Guernsey to private investors and may only distribute and circulate any document relating to the Ordinary Shares in Guernsey to persons regulated as licensees under the Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended), the Banking Supervision (Bailiwick of Guernsey) Law, 1994, the Insurance Businesses (Bailiwick of Guernsey) Law, 2002 or the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc. (Bailiwick of Guernsey) Law, 2000, and provided that the provisions of Section 29(1)(cc) of the POI Law are satisfied. Promotion of the Shares in Guernsey may not be made in any other way.

Notice to prospective investors in Jersey

The offering of Shares is "valid in the United Kingdom" (within the meaning given to that expression under Article 8(5) of the Control of Borrowing (Jersey) Order 1958 (the "**Jersey COBO**") 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 circulated in the United Kingdom. The Company has no "relevant connection with Jersey" for the purposes of Articles 8(7) and 8(8) of the Jersey COBO. Accordingly, the consent of the Jersey Financial Services Commission under Article 8(2) of the Jersey COBO to the circulation of this Prospectus in Jersey is not required and has not been obtained.

Notice to prospective investors in Hong Kong

The contents of this Prospectus have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the Initial Issue and the Placing Programme. If you are in any doubt about any of the contents of this Prospectus, you should obtain independent professional advice.

The Company is not authorized by the Securities and Futures Commission in Hong Kong. The Shares may not be offered or sold in Hong Kong by means of this Prospectus or any other document other than in circumstances which do not constitute an offer to the public for the purposes of the Securities and Futures Ordinance (Cap. 571) of Hong Kong or any other applicable legislation in Hong Kong. This Prospectus is distributed on a confidential basis and may not be reproduced in any form or transmitted to any person other than the person to whom it has been sent. No interest in the Company will be issued to any person other than the person to whom this Prospectus has been sent.

Notice to prospective investors in Singapore

This Prospectus has not been registered with the Monetary Authority of Singapore, and the offer of the Shares is made in reliance on the institutional investor exemption under Section 304 of the Securities and Futures Act, Chapter 289 of Singapore ("**SFA**"). Accordingly, this Prospectus and any other document or material in connection with the offer or sale of the Shares may not be circulated or distributed, nor may the Shares be offered or sold, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 304 of the SFA or (ii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA. First sales of the Shares acquired pursuant to Section 304 of the SFA are subject to the requirements under Section 304A of the SFA.

Notice to prospective investors in Taiwan

The Shares are being made available in Taiwan to Taiwan banks, bills houses, securities firms, insurance companies and other qualified professional institutional investors through Capital Gateway Securities Investment Consulting Enterprise, a licensed securities investment consulting enterprise. No other offer or sale of the Shares is permitted in Taiwan.

Expected Timetable of Principal Events

All references to times in this Prospectus are to London time	2018
THE INITIAL ISSUE	
Latest time and date for receipt of completed application forms from the Intermediaries in respect of the Intermediaries Offer[1]	3.00 p.m. on 31 October
Latest time and date for receipt of Offer for Subscription Applications under the Offer for Subscription[1]	11.00 a.m. on 31 October
Latest time and date for receipt of commitments under the Initial Placing[1]	11.00 a.m. on 1 November
RNS announcement of the results of the Initial Issue	1 November
Admission to the premium listing segment of the Official List and commencement of dealings in the Ordinary Shares on the London Stock Exchange's Main Market for listed securities[2]	8.00 a.m. on 6 November
CREST accounts credited in respect of Ordinary Shares in uncertificated form	6 November
Despatch of definitive share certificates for Ordinary Shares (where applicable)[3]	Approximately two weeks following First Admission
PLACING PROGRAMME	
Placing Programme opens	8.00 a.m. on 6 November
Admission to the premium listing segment of the Official List and commencement dealings in Shares issued pursuant to the Placing Programme to the London Stock Exchange's Main Market for listed securities	8.00 a.m. on each day Shares are issued pursuant to the Placing Programme
CREST accounts credited in respect of issued pursuant to the Placing Programme in uncertificated form	As soon as possible after 8.00 a.m. on each day Shares are issued in uncertificated form pursuant to the Placing Programme
Dispatch of definitive share certificates for shares issued pursuant to the Placing Programme in certificated form (where applicable)	Approximately one week following the relevant Placing Programme Admission
Latest date for Shares to be issued pursuant to the Placing Programme	10 October 2019

Times and dates are subject to change.

1. The Company and Liberum may agree to extend such date and thereby extend any of the Initial Placing, the Intermediaries Offer and/or the Offer for Subscription periods, to a time and date no later than 5.00 p.m. on 21 December 2018. If any such periods are extended, the Company will notify investors of such change by publishing an RNS announcement.
2. In respect of the Initial Issue, there will be no dealings on a conditional basis prior to the commencement of unconditional dealings.
3. Underlying Applicants who apply under the Intermediaries Offer for Ordinary Shares will not receive share certificates.

Initial Issue Statistics

Target size of the Initial Issue	£200 million
Issue price per Ordinary Share for the Initial Issue	£1.00
Target estimated Net Proceeds receivable by the Company	up to £197 million

Placing Programme Statistics

Maximum number of Ordinary Shares and/or C Shares to be issued and allotted in aggregate pursuant to the Placing Programme	Shares with a placing price of up to £400 million
Placing Programme Price per Ordinary Share to be issued under the Placing Programme	To be determined in respect of each Subsequent Placing by the Company (following consultation with Liberum) at the time of the relevant Subsequent Placing
Placing Programme Price per C Share to be issued under the Placing Programme	£1.00

The maximum size of the Initial Issue is £300 million with the actual size of the Initial Issue being subject to investor demand. The number of Ordinary Shares to be issued pursuant to the Initial Issue, and therefore the amount of the Gross Issue Proceeds, is not known at the date of this Prospectus but will be notified by the Company via an RNS announcement prior to First Admission. The Initial Issue will not proceed if Gross Issue Proceeds would be below £75 million.

It is also assumed for this purpose that 200 million Ordinary Shares are issued pursuant to the Initial Issue and that the costs and expenses of the Initial Issue payable by the Company are equal to 1.5 per cent. of the Gross Issue Proceeds (being the maximum capped amount of costs and expenses to be borne by the Company pursuant to the Initial Issue). The costs and expenses of the Initial Issue are expected to be lower than the capped amount in the event that the Gross Issue Proceeds are £200 million or more.

To the extent that less than 200 million Ordinary Shares are issued pursuant to the Initial Issue, additional Shares will be available for issue pursuant to the Placing Programme provided that the maximum gross proceeds of the Initial Issue and each Subsequent Placing (in aggregate) shall be £600 million.

Each of Merian UK Mid Cap Fund, Merian UK Smaller Companies Fund, Merian UK Smaller Companies Focus Fund and Merian UK Specialist Equity Fund, funds managed on a discretionary basis by the Investment Adviser, have indicated to the Company that they intend to subscribe for, in aggregate, Ordinary Shares equal to at least 15 per cent. of the Gross Issue Proceeds, although the funds may subscribe for, in aggregate, Ordinary Shares up to a maximum of 25 per cent. of Gross Issue Proceeds.

Members of the Small & Mid Cap investment team of the Investment Adviser intend to invest, either directly or indirectly, approximately £3 million in the Initial Issue.

Dealing Codes

The dealing codes for the Ordinary Shares are as follows:

ISIN:	9900BGJYPP46
SEDOL:	BGJYPP4
Ticker:	MERI

The dealing codes for the C Shares are as follows:

ISIN:	9900BGJYPQ52
SEDOL:	BGJYPQ5
Ticker:	MECI

Directors, Investment Adviser and Advisers

Directors	Andrew Haining (*Chairperson*) Stephen Coe Simon Holden Anne Ewing Tim Cruttenden *all of the registered office below*
Registered Office	3rd Floor 1 Le Truchot St Peter Port Guernsey GY1 1WD Telephone: +44 (0)1481 749 360
AIFM	Maitland Institutional Services Ltd Springfield Lodge Colchester Road Chelmsford Essex CM2 5PW
Investment Adviser	Merian Global Investors (UK) Limited Millennium Bridge House 2 Lambeth Hill London United Kingdom EC4P 4WR
Sponsor, Global Co-ordinator and Joint Bookrunner	Liberum Capital Limited Ropemaker Place Level 12 25 Ropemaker Street London EC2Y 9LY
Joint Bookrunner	Zeus Capital Limited 10 Old Burlington Street London W1S 3AG
Administrator and Company Secretary	Maitland Administration (Guernsey) Limited 3rd Floor 1 Le Truchot St Peter Port Guernsey Channel Islands GY1 1WD
Registrar	Computershare Investor Services (Guernsey) Limited 1st Floor, Tudor House Le Bordage St Peter Port Guernsey GY1 1DB

Depositary	Citibank Europe plc, UK Branch Citigroup Centre Canada Square Canary Wharf London E14 5LB
Receiving Agent	Computershare Investor Services PLC The Pavilions, Bridgwater Road Bristol BS13 8AE
English and US Legal Adviser to the Company	Travers Smith LLP 10 Snow Hill London EC1A 2AL
Guernsey Legal Adviser to the Company	Ogier (Guernsey) LLP Redwood House St Julian's Avenue St Peter Port GY1 1WA
English Legal Adviser to the Joint Bookrunners	Hogan Lovells International LLP Atlantic House 50 Holborn Viaduct London EC1A 2FG
Reporting Accountant	Deloitte LLP 1 New Street Square London United Kingdom EC4A 3HQ
Auditors	KPMG Channel Islands Limited Glategny Court Glategny Esplanade St Peter Port Guernsey GY1 1WR

Part I: Introduction to the Company and the Investment Opportunity

Introduction to the Company

The Company is a newly established closed-ended investment company limited by shares and was incorporated in Guernsey under the Companies Law on 3 September 2018, with registration number 65432 and whose registered address is at 3rd Floor, 1 Le Truchot, St Peter Port, Guernsey, GY1 1WD. The Company is targeting raising £200 million pursuant to the Initial Issue comprising the Initial Placing, the Intermediaries Offer and the Offer for Subscription, and may issue and allot Ordinary Shares and/or C Shares pursuant to the Placing Programme provided that the aggregate gross proceeds of the Initial Issue and the Placing Programme shall not exceed £600 million. The Shares will be listed on the premium segment of the Official List and traded on the Main Market of the London Stock Exchange.

The Company operates as an externally managed non-EEA domiciled AIF with an EEA domiciled alternative investment fund manager for the purposes of the AIFM Directive. The AIFM is authorised to act as a full-scope alternative investment fund manager under the AIFM Directive. The AIFM has delegated portfolio management services to the Investment Adviser.

The Company has been registered with the GFSC as a registered closed-ended collective investment scheme under the RCIS Rules and the POI Law. The Company is not authorised or regulated as a collective investment scheme by the Financial Conduct Authority but will, following First Admission, be subject to the Listing Rules and the Disclosure Guidance and Transparency Rules. The Listing Rules include a listing principle that a listed company must ensure that it treats all holders of the same class of shares that are in the same position equally in respect of the rights attaching to such shares.

Further information on the Company is set out in this Part I and in Part II of this Prospectus.

Investment Objective and Overview

The Company's investment objective is to generate long-term capital growth through investing in a portfolio consisting primarily of equity or equity-related investments in unquoted companies.

Investment Policy

The Company will invest in a diversified portfolio consisting primarily of equity and equity-related securities issued by unquoted companies.

Investments will be primarily in equity and equity-related instruments (which shall include, without limitation, preference shares, convertible debt instruments, equity-related and equity-linked notes and warrants) issued by portfolio companies. The Company will also be permitted to invest in partnerships, limited liability partnerships and other legal forms of entity where the investment has equity like return characteristics.

For the purposes of this investment policy, unquoted companies shall include companies with a technical listing on a stock exchange but where there is no liquid trading market in the relevant securities on that market (for example, companies with listings on The International Stock Exchange and the Cayman Stock Exchange). Further, the Company shall be permitted to invest in unquoted subsidiaries of companies whose parent or group entities have listed equity or debt securities.

The Company may invest in publicly traded companies (including participating in the IPO of an existing unquoted company investment), subject to the investment restrictions below. In particular, unquoted portfolio companies may seek IPOs from time to time following an investment by the Company, in which case the Company may continue to hold its investment without restriction.

The Company is not expected to take majority shareholder positions in portfolio companies but shall not be restricted from doing so. Further, there may be circumstances where the ownership of a portfolio company exceeds 50 per cent. of voting and/or economic interests in that portfolio company notwithstanding an initial investment in a minority position. While the Company does not intend to focus its investments on a particular sector, there is no limit on the Company's ability to make investments in portfolio companies within the same sector if it chooses to do so.

The Company will seek to ensure that it has suitable investor protection rights through its investment in portfolio companies where appropriate.

The Company may acquire investments directly or by way of holdings in special purpose vehicles, intermediate holding vehicles or other fund or similar structures.

Investment restrictions

The Company will invest and manage its assets with the object of spreading risk.

No single investment (including related investments in group entities) will represent more than 20 per cent. of Gross Assets, calculated as at the time of that investment.

The Company's aggregate equity investments in publicly traded companies that it has not previously held an investment in prior to that company's IPO will represent no more than 20 per cent. of the Gross Assets, calculated as at the time of investment.

Subject in all cases to the Company's cash management policy as described below, the Company's aggregate investment in notes, bonds, debentures and other debt instruments (which shall exclude for the avoidance of doubt convertible debt, equity-related and equity-linked notes, warrants or equivalent instruments) will represent no more than 20 per cent. of the Gross Assets, calculated as at the time of investment.

The Company will not be required to dispose of any investment or rebalance its portfolio as a result of a change in the respective value of any of its investments.

Hedging and derivatives

Save for investments made using equity-related instruments as described above, the Company will not employ derivatives of any kind for investment purposes.

The Company may, from time to time, enter into such hedging or other derivative arrangements as may be considered appropriate for the purposes of efficient portfolio management and managing any exposure through its investments to currencies other than Sterling. The Company shall not be required to hedge against non-Sterling exposure in its portfolio.

Borrowing policy

The Company may incur indebtedness of up to a maximum of 20 per cent. of its Net Asset Value, calculated at the time of drawdown, for investment and for working capital purposes. Where indebtedness is incurred for investment purposes, the Company will target repayment of such indebtedness within 12 months of it being drawn down provided that any failure to repay in whole or in part shall not constitute a breach of the investment policy.

Where the Company invests in portfolio companies indirectly (whether through special purpose vehicles as holding entities or otherwise), notwithstanding the previous paragraph, indebtedness in such holding entity will not be included in the calculation of indebtedness of the Company provided that the provider of such debt only has recourse to the assets of the holding entity and does not have recourse to the other assets of the Company or other investments made by the Company.

Cash management

The Company may hold cash on deposit and may invest in cash equivalent investments, which may include but shall not be limited to, short-term investments in money market funds, gilts, and tradeable debt securities.

There is no restriction on the amount of cash or cash equivalent investments that the Company may hold or where it is held. When fully invested, the Company will hold an appropriate value of its Gross Assets in cash or cash equivalent investments for the purposes of making follow-on investments and to manage working capital requirements of the Company.

Investment Restrictions

The Company will comply with the investment restrictions set out below and will continue to do so for so long as they remain requirements of the FCA:

- neither the Company nor any of its subsidiaries will conduct any trading activity which is significant in the context of the group as a whole;
- the Company must, at all times, invest and manage its assets in a way which is consistent with its object of spreading investment risk and in accordance with the published investment policy; and
- not more than 10 per cent. of the Gross Assets at the time an investment is made will be invested in other closed-ended investment funds which are listed on the Official List, except that this restriction shall not apply to investments in listed closed-ended investment funds which themselves have stated investment policies to invest no more than 15 per cent. of their gross assets in other listed closed-ended investment funds.

The Directors do not currently intend to propose any material changes to the Company's investment policy, save in the case of exceptional or unforeseen circumstances. As required by the Listing Rules, any material change to the investment policy of the Company will be made only with the approval of Shareholders.

In the event of any breach of the investment restrictions applicable to the Company, Shareholders will be informed of the remedial actions to be taken by the Company through an RNS announcement.

Dividend Policy

The Directors intend to manage the Company's affairs to achieve Shareholder returns through capital growth rather than income. Therefore, it should not be expected that the Company will pay a significant annual dividend, if any.

Investment Highlights

An investment in the Company will provide investors with access to the returns available from investing in later-stage, private companies with long-term growth potential, an investment class that has traditionally been difficult to access for individual investors. These companies will likely be looking at an IPO in the short to medium term (with the timing dependent on their own specific circumstances, including consideration of projected growth rate and investor liquidity requirements). The Company believes "crossover" investors that can operate in both the public and private markets are attractive to investee companies at this stage of their development.

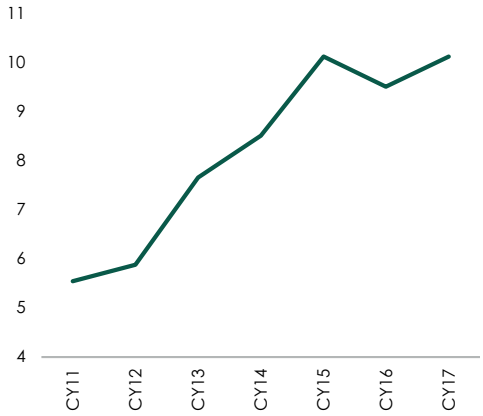
The Company, on the advice of the Investment Adviser, believes investment in later-stage, private companies offers opportunities to generate significant returns for investors, and that the Company, due to the Investment Adviser's presence in the public market, is one of only a few credible entities that has relevance as a crossover investor.

Opportunity

The Investment Adviser has realised substantial capital returns through investments in listed securities over recent years. However, it has become clear that not all companies are choosing a public listing to fund their growth. Instead, they are staying private for longer.

Between 2011 and 2017, the average age of a private company investment at exit almost doubled to approximately 10 years.

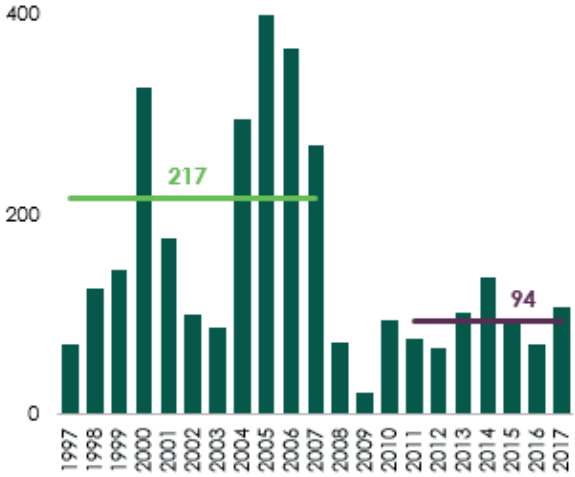
The average age at exit for UK privately financed companies has risen



(Source: PitchBook (a company that delivers data, research and technology covering the private capital markets), to December 2017. Defined as duration from first engagement with private finance to subsequent exit. Exits >$250m). CY represents Calendar Year, the period that starts on 1 January and ends on 31 December of the same year.

This is also visible in the falling number of UK IPOs. Between 1997 and 2007, there was an average of 217 IPOs per annum. During the period from 2011 to 2017 this figure fell to 94.

Total number of UK IPOs has fallen



(Source: LSE and the Investment Adviser, as at 31 December 2017)

The Company, believes there are a number of possible reasons for this trend, including:

- Capital-lite business models
- The "value curve" trade off
- The greater flexibility offered by private markets
- Capital-lite

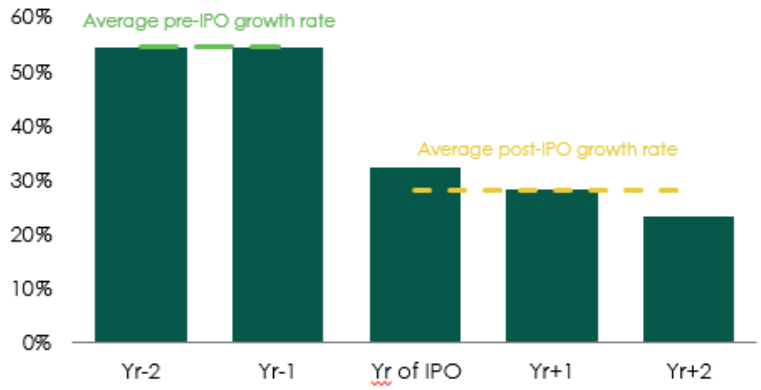
Many of the investments previously sourced by the Investment Adviser which would fall within the Company's investment policy are termed "tech-enabled disruptors". In the Investment Adviser's experience, typically as these companies approach breakeven or profitability, they can continue to grow quickly without an IPO, either via their own cash flow reinvestment or via modest funding rounds, to support key development priorities such as sales and marketing programmes. As a result, they tend to be relatively non-capital intensive and they have less need to raise primary capital. This means, in the Company's view, capital-lite business models adopted by certain private companies provide them flexibility around IPO timing.

Value curve

The Company believes stock markets place greater focus on near-term prospects (which may not at that time directly correlate to the rate of growth of a company) and typically focus on profitability, and so can be overly cautious of the longer term potential of investments. This manifests itself in a focus on near-term valuations. For companies with a high growth trajectory, this can often make them look expensive in the near-term. The Company believes that later-stage, private companies with accelerating or very high growth can therefore appear unattractive to many investors when presented as potential public company listing candidates, despite being strong investment opportunities. Whilst other factors can determine when later-stage, private companies decide to IPO (including the liquidity needs of shareholders and the effect of IPO on the profile of the company, which is effective as a "branding exercise" to boost the credibility of the company), in the opinion of the Company, the decision on when to IPO will largely be dependent on the ability to maximise the valuation the stock market will pay for a given level of growth.

The Company is of the view that the public market is less used to valuing very high growth companies, because it rarely has the opportunity to access them. The chart below illustrates the pre-IPO actual growth rates of a number of the Investment Adviser's recent growth IPO investments, compared with the future growth rates as predicted by market analysts at the point of IPO.

Growth rates forecast post IPO are typically c.50 per cent. of those achieved pre-IPO



(Source: Investment Adviser plus IPO broker research, as at 17 August 2018. Cohort: Just Eat (UK sales growth); Blue Prism; Fever-Tree; boohoo.com; Alfa Financial Software; Alpha FX; Mindgym; Sanne; Medica; Foot Asylum; Joules; Codemasters; Boku (ex social games); Aquis Exchange)

Across this cohort, the growth rates being predicted post-IPO are roughly half that being achieved pre-IPO. This comes to the heart of the opportunity: the Company will look to access these higher, pre-IPO growth rates, and so participate in the value creation that is denied to listed market participants.

Flexibility

Private markets also offer companies greater flexibility versus public markets in a number of ways.

The Company believes that, in order to capture a higher eventual market share, it is often economically rational to stay in loss for longer and reinvest operational gearing benefits in growth projects. The Company believes that stock markets tend to focus on near-term profits, and therefore private markets offer a less myopic environment for businesses to pursue these growth strategies.

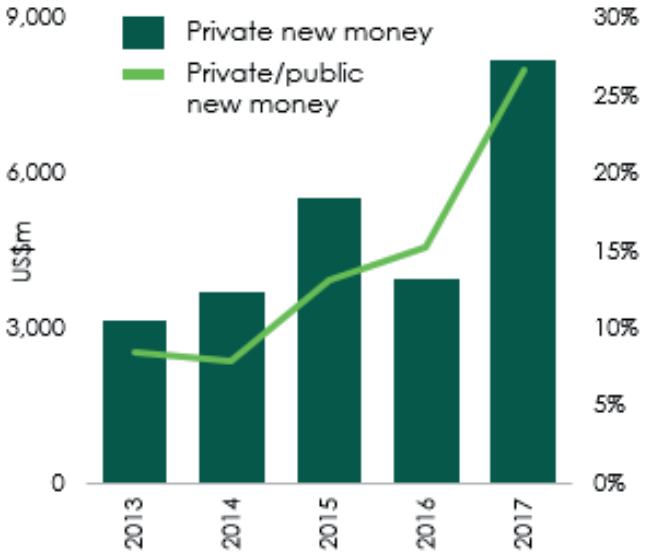
Additionally, private markets potentially offer less loss of control for founders, versus public markets, and the Company believes that this enables cultural traits to remain undiluted.

The Company, as advised by the Investment Adviser, believes these factors are unlikely to change imminently. This means that many businesses of maturity levels that were historically commensurate with seeking a listing and raising money on the public markets are more likely than was previously the case to generate some of their highest growth phases of development while they are still private, thereby denying access to the majority of UK equity investors who only have access to public markets.

Private securities market is a growing market opportunity

Potentially in response to the desire for companies to stay private for longer, the UK private securities market is growing in significance. The chart below shows how UK investment in private companies has grown from approximately US$3 billion per annum in 2013, to reach over US$8 billion in 2017. This is equivalent to approximately 27 per cent. of new money raised on the UK public market during 2017.[1]

UK private markets growing



(Source: PitchBook, London Stock Exchange plc, Investment Adviser 2012 to 2018. Private new money raises >$20m in VC+ expansion rounds, excluding irrelevant transactions)

Between 2013 and 30 June 2018, there have been over 500 private financing deals in the UK over US$20 million in size. While the Investment Adviser (in its capacity as manager or adviser of other funds) historically has taken listed positions in the energy, materials and biotech sectors, traditionally these have not been areas of significant focus as it has been difficult to establish a competitive edge in these sectors. As a result, it is unlikely that the Company will look to gain unlisted exposure to the resource or biotech sectors.

Excluding these sectors, as well as making certain adjustments for relevance (specifically excluding grants and recapitalisations and fundraises of less than US$20 million), implies that there was a total addressable market of approximately 350 transactions in the period from 1 January 2013 to 30 June 2018, worth US$27.8 billion in aggregate, with a median deal size of approximately US$39 million.

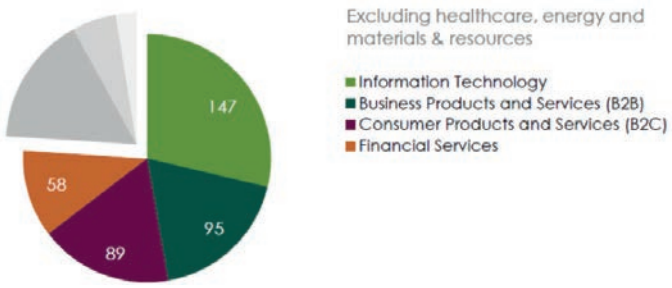
	CY13	CY14	CY15	CY16	CY17	1H18	Sum
No. of deals	35	62	59	67	85	45	**353**
US$bn raised	3.1	3.7	5.5	4.0	8.2	3.3	**27.8**
Average size US$m	90	60	94	59	96	72	**79**
Median size US$m	42	38	40	32	42	37	**39**

(Source: PitchBook as at 30 June 2018. Excludes biotech, resources and oil and gas sectors, and selected single transactions, deals >$20m)

1 UK Main Market and AIM

This supports the Investment Adviser's view that there are numerous investment opportunities across a range of sectors, as detailed below.

Number of deals by sector 2013 – H1 2018



(Source: PitchBook as at 30 June 2018. Excludes biotech, resources and oil and gas sectors, and selected single transactions, deals >US$20m)

This increase in the availability of private financing has enabled companies to raise fresh finance without an IPO and to stay privately owned for longer.

Despite this growth, the Company is of the view that much of the private financing available to later-stage, private companies is from "traditional" private equity-type investors, which, in the Investment Adviser's experience, historically have focussed on majority control investing, or venture capital providers that typically have limited experience or mandates to "cross over" into public markets.

Relevance as a crossover investor

As companies have stayed private for longer, the Company believes there has been a growing focus by companies on cultivating the optimum shareholder structure as they mature and consider a future IPO. The Company believes that this is driving interest in crossover investors; ones which are able to provide funding in both the public and private arenas.

An IPO is seen as a significant step for any business, but particularly where founder/entrepreneurs are still heavily involved. Even strong businesses can be disrupted by volatile market conditions and no company wants its IPO to fail. As a result, companies are looking for ways to derisk this process.

Traditional providers of private finance have typically been private equity and venture capital type entities, the latter which might have invested at earlier stages of a company's development. Fundamentally, the issue with this type of financing for later-stage, private companies is that these providers become natural sellers of their equity at, or shortly after, IPO. One way for a company to derisk its IPO is to begin to change its shareholder profile by introducing investors that can support the business through the IPO process – crossover investors – which are natural buyers of listed equity.

The Board believes that the Investment Adviser is well-positioned to advise on the investment opportunities offered by later-stage, private company investments as it has the attributes necessary to be a relevant crossover investor, including:

- significant scale in the UK small- and mid-cap market, which is where most IPOs occur;
- a demonstrable track record of successfully valuing fast growing businesses prior to investment; and
- a reputation as a long-term, supportive investor as a result of its investment track record.

While the Investment Adviser's track record and reputation have been important in sourcing potential investments, it is increasingly clear that scale is becoming a key factor in successfully implementing a private opportunities strategy. As at 31 July 2018, the Investment Adviser had assets under management of approximately £7 billion in the UK small- and mid-cap market. This makes the Investment Adviser one of the largest dedicated UK portfolio managers in the asset class.

In addition, few competitors have resources comparable to those the Investment Adviser has at its disposal to support the successful IPO of an investee company. The Investment Adviser has previously used this scale to "cornerstone" IPOs, most recently that of Charter Court Financial Services, where it made a

commitment of £100 million. The Investment Adviser has previously also made significant investments on the IPOs of Ascential and boohoo.com.

As detailed further in Part III of this Prospectus, the Investment Adviser historically has generated strong returns for investors in listed equity, particularly at the point of IPO. Over the three years to 30 June 2018, Merian UK Smaller Companies Focus Fund and Merian UK Mid Cap Fund outperformed their reference benchmark indices by approximately 81 per cent. and by approximately 30 per cent., respectively. Approximately 75 per cent. of both funds' increase in net asset value over that three year period was generated by investment in growth companies (as defined by the Investment Adviser).[2]

The Investment Adviser has adopted a strategy of targeting those companies where the earnings trajectory looks conservative and/or where subsequent valuation in the longer-term looks inexpensive. As these investments have delivered, so the stock market has typically reappraised a better than expected financial performance onto a higher valuation than at IPO. Correctly assessing the valuation multiple the stock market will ascribe to an investment, once listed, has been key to this process.

In the Investment Adviser's experience, most private equity executives are infrequent participants in listed markets meaning they mostly rely on peer group analysis. However, often investments are unique in nature, and there are no ready peers against which they can be valued. In these instances, the market will value the key characteristics of the investment case. By comparison, the Investment Adviser assesses market valuations on a daily basis across a range of different companies and sectors. This means that it has an in-depth understanding of the likely characteristics the stock market will focus on, and how to value them. The Company believes this is a competitive advantage in valuing later-stage, private companies.

Given its track record and history of investing in listed growth companies, the Company believes that the presence of funds managed by the Investment Adviser on the register of a private company is highly desirable to the owners, as it is viewed as de-risking the process of a subsequent listing on public markets.

Initial Portfolio and Investment Pipeline

The Company's portfolio will be constructed on a bottom-up, best ideas basis, with no sector exposure limitations. The Investment Adviser will seek to minimise risk by diversifying exposure in accordance with, and subject to, the investment policy. Initially, the Company is expected to invest primarily in companies domiciled or with a substantial presence in the UK. Over time, the Company may invest in companies located in other geographical locations.

Once fully invested, it is expected that the Company's portfolio will typically consist of between 7 and 15 investments. In the shorter term, there will be a ramp-up phase where the Company's portfolio will consist of a smaller number of investments. The Investment Adviser will, in consultation with the Board and subject at all times to the investment policy, regularly review the number of investments held by the Company with the aim of seeking to maximise capital growth for Shareholders.

Conditional upon First Admission and certain consents being formally granted by the underlying portfolio companies, the Company has agreed to acquire the Initial Portfolio from Merian Funds, which are each managed by the Investment Adviser. A summary of the Sale and Purchase Agreement is included in paragraph 9 of Part VIII of this Prospectus.

The Company has agreed to apply 30 per cent. of Gross Issue Proceeds toward the acquisition of the Initial Portfolio. Assuming Gross Issue Proceeds of £200 million, the Company will acquire an Initial Portfolio with a value of £60 million as determined in accordance with the Company's valuation policy as at 31 August 2018 (which includes a report by an independent third party valuer although in certain circumstances the Company can request a further valuation at a later date prior to Admission). It is currently anticipated that the Company will apply 15 per cent. of Gross Issue Proceeds towards the acquisition of interests in TransferWise from the Merian Funds and 15 per cent. of Gross Issue Proceeds toward the acquisition of interests in Secret Escapes from the Merian Funds. The Merian Funds have the right to vary these percentages by increasing one position and decreasing the other by a corresponding amount by a maximum of two per cent. of Gross Issue Proceeds at any time prior to First Admission. Where applicable, the

2 The past performance of the Investment Adviser and of investments which are referred to in this Part I are for information or illustrative purposes only and should not be interpreted as an indication, or as a guarantee, of future performance. Growth as defined by the Investment Adviser.

Company will acquire interests in the different share classes of the investments comprising the Initial Portfolio *pro rata* to the amounts currently held by the Merian Funds.

The Initial Portfolio will comprise the following investments, the exact holdings of which will depend on the size of the Initial Issue.

TransferWise

TransferWise was founded with the aim of reducing fees associated with sending money cross borders by matching remittance senders and receivers in the same country. Early backers included Richard Branson.

TransferWise is not encumbered by some of the fixed costs its competitors have. This and a focus on reinvesting in price has meant that today it charges just 0.3 per cent. to send money on some of its routes. Price and a continued drive to move money faster has meant volumes have grown rapidly (four million users to date) with the business now moving more than £3 billion each month globally. In the year ending 31 March 2018 the business organically grew revenues approximately 75 per cent. to £118 million and made a profit of £6 million.

TransferWise has recently broadened its product suite. Recently it has launched its borderless bank account which leverages scale in the cross-border payment market. The borderless card is accepted anywhere in the world that accepts Mastercard and allows users to pay in numerous currencies at attractive conversion fees. Publicly launched in April 2018, £2 billion has been deposited to date.

With the aim of being agnostic as to how users access the service TransferWise has also begun to integrate directly into banks thus far announcing partnerships with Monzo and French-based BPCE Group. This will mean that customers of Monzo and BPCE Group (15 million customers) can send money overseas via TransferWise.

Secret Escapes

Secret Escapes was incorporated in England and Wales on 22 September 2009 and is a global digital marketplace that uses innovative technology to connect discerning travellers with discounts on inspiring travel experiences. The 2016 Annual Report and Consolidated Financial Statements accounts shows that Secret Escapes' core of established businesses either increased profitability or moved into profitability during 2016. Given its strong revenue growth, the business continues to benefit from favourable working capital dynamics. The Investment Adviser estimates that the company had an organic growth rate of over 45 per cent. per annum compounded between 2014 and 2017. This growth has been driving diminishing losses and strong working capital flows and it has potential bolt-on acquisition opportunities. The investment was made in July 2018.

The valuations below (unaudited) are as at 31 August 2018 (the latest practicable date prior to the publication of this Prospectus).

Legal Name	*Jurisdiction*	*Date of incorporation*	*Valuation (£) (000'000)[1] (unaudited)*	*Investment type*	*Date of initial investment by the Merian Funds*	*Percentage of the Gross Assets of the Company[1]*
TransferWise Ltd	England and Wales	31 March 2010	30	ordinary shares, series A preferred shares, series B preferred shares, series C preferred shares and seed preferred shares	October 2017	15
Secret Escapes Limited	England and Wales	22 September 2009	30	ordinary shares	July 2018	15

1 Assuming 200 million Ordinary Shares are issued pursuant to the Initial Issue, 15 per cent. of the Gross Issue Proceeds are applied to toward the acquisition of interests in TransferWise and 15 per cent. of the Gross Issue Proceeds are applied toward the acquisition of interests in Secret Escapes. The Merian Funds have the right to vary these percentages by increasing one position and decreasing the other by a corresponding amount by a maximum of two per cent. of Gross Issue Proceeds at any time prior to First Admission.

In addition to the Initial Portfolio, the Investment Adviser is in advanced negotiations that, if successful, will allow the Company to make an investment (either through a secondary purchase or in a primary issuance of shares) in The Hut Group shortly following First Admission.

The Hut Group operates a highly scalable, end-to-end proprietary technology platform powering both its own brands and third party brands online. It holds a strong position in the attractive verticals of wellbeing and beauty ecommerce. The company is profitable and has grown EBITDA over 40 per cent. per annum compounded between 2014 and 2017. Sales were £736 million for the 2017 fiscal year. The Investment Adviser has had substantial engagement with the management, including undertaking site visits and completing both financial due diligence and monitoring as well as third party financial and legal diligence. The Investment Adviser has previously made investments in The Hut Group through Merian UK Mid Cap Fund, Merian UK Smaller Companies Fund and Merian UK Smaller Companies Focus Fund in September 2017, and through Merian UK Specialist Equity Fund and Merian UK Dynamic Equity Fund in February 2018.

The Company's acquisition of, or subscription for, shares in The Hut Group remains subject to agreement of final commercial terms and there is no guarantee that the Company will make this investment should First Admission occur.

Assuming Gross Issue Proceeds are £200 million, it is currently anticipated that the Company's acquisition of the Initial Portfolio, together with The Hut Group (assuming that final commercial terms are agreed and the Company makes this investment), will represent approximately 40 per cent. of Gross Assets.

The Investment Adviser also has an active pipeline of further opportunities, where initial meetings have been undertaken and discussions are ongoing. New leads are regularly being received from a wide range of sources, such as industry events; investment bank and adviser networks; and via direct contact with companies. As knowledge of the Investment Adviser's presence in this market has become widespread, so sourcing has become easier.

Given the Initial Portfolio, the potential Hut Group transaction, and its further pipeline opportunities, the Directors currently expect that the Net Proceeds will be substantially deployed within six to nine months of First Admission.

Part II: Company Structural Information

Net Asset Value publication and calculation

The Net Asset Value of the Company, and the Net Asset Value per Ordinary Share (and C Share), shall be expressed in pounds sterling and shall be determined in accordance with the valuation principles and procedures from time to time adopted by the Board and notified to Shareholders, and in the absence of such adoption as aforesaid, the following valuation principles and procedures will apply.

The Administrator will calculate the Net Asset Value, the Net Asset Value per Ordinary Share and (where applicable) the Net Asset Value per C Share quarterly and will report such calculation to the Board and the Investment Adviser. Valuations of the unlisted securities will also be completed quarterly (generally expected to be at the end of March, June, September and December or other such date should the release of company data dictate that a valuation date is outside of a calendar quarter end) each year.

The Administrator will communicate the quarterly unaudited Net Asset Value and Net Asset Value per Share to Shareholders through an RNS announcement and such announcement is expected to be made within two months of the relevant quarter end. In addition, the Investment Adviser intends to prepare and publish a quarterly portfolio summary.

The Net Asset Value is the value of all assets of the Company less its liabilities to creditors (including provisions for such liabilities) determined in accordance with applicable accounting standards.

The value of the assets of the Company shall be calculated on the following bases:

- securities trading on a stock exchange are to be valued generally at the latest available mid-market price quoted on such exchange or, in the absence of such mid-market price, the last known price quoted on such exchange;
- unlisted equity securities will be valued in accordance with the policy described below, as amended by the Board from time to time, further detail of which is provided below;
- listed securities (other than equities) for which there is an ascertainable market value are to be valued generally at the last known mid-market price quoted on the principal market on which the securities are traded;
- unlisted securities (other than equities) for which there is no ascertainable market value will be valued at cost plus interest (if any) accrued from purchase to (but excluding) the relevant valuation date plus or minus the premium or discount (if any) from par value written off over the life of the security;
- any value otherwise than in pounds sterling shall be converted into pounds sterling at the rate (whether official or otherwise) which the Directors shall in their absolute discretion deem appropriate to the circumstances having regard, *inter alia*, to any premium or discount which they consider may be relevant and to the costs of exchange; and
- the value of any cash in hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest accrued and not yet received shall be deemed to be the full amount thereof, unless it is unlikely to be paid or received in full, in which case the value thereof shall be arrived at after making such discount as the Directors may consider appropriate to reflect the true value thereof.

If in any case a particular value is not ascertainable as above provided, or if the Directors shall consider that some other method of valuation better reflects the fair value of the relevant investments, then in such case the method of valuation of the relevant investment shall be such as the Directors shall determine. For the purposes of ascertaining or obtaining any price, quotation, rate or other value referred to in the preceding paragraphs for use in determining the value of any asset, the Investment Adviser shall be entitled to use the services of any reputable information or pricing service but only to the extent designated by the Directors.

The Company may delay public disclosure of the Net Asset Value to avoid prejudice to its legitimate interests, provided that such delay would not be likely to mislead the public and the Company has put in place appropriate measures to ensure confidentiality of that information.

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

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

Details of any suspension in making such calculations will be announced through a Regulatory Information Service.

Unquoted Securities Valuation Policy

The Company has adopted a valuation policy for unquoted securities to provide an objective, consistent and transparent basis for estimating the fair value of unquoted equity securities in accordance with International Financial Reporting Standards as well as International Private Equity and Venture Capital Valuation Guidelines.

The unquoted securities valuation policy and the associated valuation procedures are subject to review on a regular basis, and updated as appropriate, in line with industry best practice. In addition, the Company works with independent third-party valuation firms, to obtain assistance, advice, assurance, and documentation in relation to the ongoing valuation process.

The Company considers it impractical to perform an in-depth valuation analysis for every unquoted investment on a daily basis (whether internally or with the assistance of an independent third party). Therefore, it is expected that an in-depth valuation of each investment will be performed by an independent third-party valuation firm: (i) on a quarterly basis; and (ii) where it is determined that a Triggering Event has occurred.

A "**Triggering Event**" may include any of the following:

- a subsequent round of financing (whether *pro rata* or otherwise) by the relevant investee company;
- a significant or material milestone achieved by the relevant investee company;
- a secondary transaction involving the relevant investee company on which sufficient information is available;
- a change in the makeup of the management of the relevant investee company;
- a material change in the recent financial performance or expected future financial performance of the relevant investee company;
- a material change in the market environment in which the relevant investee company operates; or
- a significant movement in market indices or economic indicators.

The Company does not intend to produce a revised NAV following a valuation of a portfolio company arising out of a Trigger Event but will make an announcement regarding such valuation to the extent it is required to do so pursuant to its obligations under MAR.

Once completed, the valuations are submitted to the portfolio managers and the Investment Adviser's Fair Value Pricing Committee for review. Any specific considerations that arise are discussed with the portfolio manager's team. If an adjustment to the valuation is proposed, the Investment Adviser will inform the Board and the AIFM of the nature and reasons for the adjustment and seek approval for the adjustment.

Once a valuation review has been established, fair value will be assumed to be representative of fair value each Business Day until the next valuation review is performed by an independent third-party valuation firm.

Corporate Governance

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

The Directors have considered the principles and recommendations of the AIC Code by reference to the AIC Guide. The AIC Code, as explained in the AIC Guide, addresses all the principles set out in the Governance Code, as well as setting out additional principles and recommendations on issues that are of specific relevance to the Company as an investment 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 Governance Code) will provide better information to Shareholders.

As a newly incorporated company, the Company does not comply with the Governance Code or the AIC Code as at the date of this Prospectus. However, the Directors recognise the value of the Governance Code and have taken appropriate measures to ensure that, from First Admission the Company will comply, so far as is possible given the Company's size and nature of business, with the AIC Code. The areas of non-compliance by the Company with the AIC Code will be as follows:

The Governance Code includes provisions relating to the role of the chief executive, executive directors' remuneration and the need for an internal audit function. For the reasons set out in the AIC Code, the Board considers that these provisions are not relevant to the position of the Company, being an externally managed investment company, and the Company will not therefore comply with them.

Guernsey Code

On 1 January 2012, the GFSC's "Finance Sector Code of Corporate Governance" (the "**GFSC Code**") came into effect, which applies to all companies that hold a licence from the GFSC under the regulatory laws or which are registered or authorised as collective investment schemes. The GFSC has stated in the GFSC Code that companies which report against the UK Corporate Governance Code or the AIC Code are deemed to meet the requirements of the GFSC Code.

Meetings and reports

The Company expects to hold its first annual general meeting in the first quarter of 2020 and subsequent annual general meetings in the first quarter of each calendar year. The Company's audited annual report and accounts will be prepared to 30 September each year, commencing in 2019, and it is expected that copies will be sent to Shareholders within four months of the year end to which they relate. Shareholders will also receive an unaudited interim report each year in respect of the period to 31 March each year, expected to be published within three months of that date. The Company's audited annual report and accounts and interim report will be available on the Company's website: www.Merian.com/Chrysalis.

The Company's accounts and the annual report will be drawn up in sterling and in accordance with IFRS.

Discount and Premium Management

Further Issues

The Board will have authority to allot Shares pursuant to the Placing Programme for an aggregate issue price (together with the Initial Issue) not to exceed £600 million of Ordinary Shares and/or C Shares. Such authority shall last until the second annual general meeting of the Company. To the extent that the authority is used before the second annual general meeting, the Company may convene a general meeting to refresh the authority. Shareholders' pre-emption rights over this unissued share capital have been disapplied so that the Board will not be obliged to offer any such new Ordinary Shares to Shareholders *pro rata* to their existing holdings. The reason for this is to retain flexibility, following First Admission, to issue new Ordinary Shares (including Ordinary Shares issued in accordance with the authority referred to above) to investors.

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.

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 the issue of 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). A C Share issue would therefore 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.

The Ordinary Shares carry the right to receive all dividends declared by the Company, subject to the right of the C Shares (if any have been issued by the Company) to receive dividends that the Directors resolve to pay out of the net assets attributable to the C Shares and from income received and accrued which is attributable to the C Shares.

Pre-emption rights have been disapplied in respect of up to 600 million Ordinary Shares and/or C Shares (such figure to include the Ordinary Shares issued pursuant to the Initial Issue and the Shares to be issued pursuant to the Placing Programme). Such authority shall last until the second annual general meeting of the Company.

Purchase of own Ordinary Shares

The Company may seek to address any significant discount to NAV at which its Ordinary Shares may be trading by purchasing its own Ordinary Shares in the market on an ad hoc basis.

The Directors have the authority to purchase in the market up to 14.99 per cent. of the Ordinary Shares in issue immediately following First Admission. The Directors intend to seek annual renewal of this authority from Shareholders at each annual general meeting. Whether the Company purchases any such Ordinary Shares, and the timing and the price paid on any such purchase, will be at the discretion of the Directors and subject to the Company passing the solvency test contained in the Companies Law at the relevant time. Ordinary Shares which are bought back may be cancelled or held in treasury.

It is the current intention of the Directors to hold any Ordinary Shares which have been bought back in treasury. This would give the Company the ability to re-issue Ordinary Shares quickly and cost effectively, thereby improving liquidity and providing the Company with additional flexibility in the management of its capital base. Ordinary Shares held in treasury may be sold by the Company at prices equal to or above the prevailing Net Asset Value per Ordinary Share.

Continuation vote

The Directors will propose an ordinary resolution that the Company continues its business as a closed-ended investment company (a "**Continuation Resolution**") at the first annual general meeting of the Company following the fifth anniversary of First Admission. If the Continuation Resolution is passed, the Directors will put a further Continuation Resolution to Shareholders at the annual general meeting of the Company every three years thereafter.

If a Continuation Resolution is not passed, the Directors are required to put forward proposals for the reconstruction, reorganisation or winding-up of the Company to the Shareholders for their approval within six months following the date on which the relevant Continuation Resolution is not passed. These proposals may or may not involve winding-up the Company or liquidating all or part of the Company's then existing portfolio of investments and, accordingly, failure to pass a Continuation Resolution will not necessarily result in the winding-up of the Company or liquidation of all or some of its investments.

Hedging Policy

The Company does not currently intend to seek to hedge currency exposure between Sterling and any other currency in which the Company's assets may be denominated.

The Company may, to the extent it is able to do so on terms that the Investment Adviser considers to be commercially acceptable, seek to arrange suitable hedging contracts in the future, such as currency swap agreements, futures contracts, options and forward currency exchange and other derivative contracts (including, but not limited to, interest rate swaps and credit default swaps) in a timely manner and on terms acceptable to the Company.

The Company does not intend to hedge interest rate risk on a regular basis. However, where it enters floating-rate liabilities against fixed-rate loans, it may at its sole discretion seek to hedge out the interest rate exposure, taking into consideration amongst other things the cost of hedging and the general interest rate environment.

The AIFM Directive

Under the AIFM Directive, certain conditions must be met to permit the marketing of shares in AIFs to prospective and existing investors in the EEA, including that prescribed disclosures are made to such investors. The Company operates as an externally managed non-EEA AIF with an EEA alternative investment fund manager for the purposes of the AIFM Directive. The AIFM is authorised to act as a full-scope alternative investment fund manager under the AIFM Directive.

An alternative investment fund manager may only market an AIF to EEA investors if it is authorised by a relevant EEA regulator or if it complies with national private placement regimes. As at the date of this Prospectus, the AIFM has filed with the FCA a notification pursuant to Article 36 of the AIFM Directive to market the Ordinary Shares in the UK.

Any regulatory changes arising from implementation of the AIFM Directive (or otherwise) that limit the Company's ability to market future issues of its Ordinary Shares and/or C Shares may materially adversely affect the Company's ability to carry out its investment policy successfully and to achieve its investment objective, which in turn may adversely affect the Company's business, financial condition, results of operations, Net Asset Value and/or the market price of the Ordinary Shares and/or C Shares.

The Company and the Investment Adviser may, in the future, if considered operationally efficient transfer the portfolio management and risk management functions for the Company to an FCA authorised affiliate of the Investment Adviser which is authorised to act as a full-scope alternative investment fund manager under the AIFM Directive.

NMPI Status

On 1 January 2014 the Unregulated Collective Investment Schemes and Close Substitutes Instrument 2013 (the "**NMPI Regulations**") came into force in the UK. The NMPI Regulations extend the application of the existing UK regime restricting the promotion of unregulated collective investment schemes by FCA authorised persons (such as independent financial advisers) to other "non-mainstream pooled investments" (or "**NMPIs**"). With effect from 1 January 2014, financial advisers, including authorised independent financial advisers, are restricted from promoting NMPIs to retail investors who do not meet certain high net worth tests or who cannot be treated as sophisticated investors.

Although consultations on this subject by the FCA had suggested the Company and entities like it would be excluded from the scope of the NMPI Regulations (and thereby capable of promotion to all retail investors), the final NMPI Regulations and guidance from the FCA means that in order for the Company to be outside of the scope of the NMPI Regulations, the Company will need to issue an excluded security for the purposes of the NMPI Regulations or rely on the exemptions set out in the NMPI Regulations.

The Company has been advised that the Shares will not be a non-mainstream pooled investment as they will be an "excluded security" for the purposes of the NMPI Regulations. That is, the Company's ability to fulfil its payment obligations to the investor, or the investment returns received in connection with the Shares, are wholly or predominantly linked to, contingent on, highly sensitive to or dependent on, *inter alia*, the performance of or changes in the value of shares provided the relevant shares are not themselves issued by special purpose vehicles.

If the Shares fail to be an "excluded security" for the purposes of the NMPI Regulations in the future, for any reason, and the Company cannot otherwise rely on an exemption set out in the NMPI Regulations,

consideration would be given to applying to the FCA for a waiver of the application of the NMPI Regulations in respect of the Shares. If the FCA does not otherwise grant a waiver, the ability of the Company to raise further capital from retail investors may be affected. In this regard, it should be noted that, whilst the publication and distribution of a prospectus (including this Prospectus) is exempt from the NMPI Regulations, other communications by "approved persons" could be restricted (subject to any exemptions or waivers).

Eligibility for investment by UCITS or NURS

The Company has been advised that the Shares are "transferable securities" and, therefore, should be eligible for investment by UCITS or NURS on the basis that: (i) the Company is a closed-ended investment company limited by shares incorporated in Guernsey; (ii) the Ordinary Shares are to be admitted to the premium segment of the Official List of the UK Listing Authority and to trading on the London Stock Exchange's Main Market for listed securities; and (iii) each of the Investment Adviser and the AIFM is authorised and regulated by the FCA. The manager of a UCITS or NURS should, however, satisfy itself that the Shares are eligible for investment by that UCITS or NURS, including the factors relating to that UCITS or NURS itself, specified in the Collective Investment Schemes Sourcebook of the FCA Handbook.

Taxation

Potential investors are referred to Part VII of this Prospectus for details of the taxation of the Company and Shareholders in Guernsey and in the UK. Investors who are in any doubt as to their tax position or who are subject to tax in jurisdictions other than the UK are strongly advised to consult their professional advisers prior to making a subscription for Shares.

Risk Factors

The Company's performance 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 19 to 32 of this Prospectus.

Part III: The Investment Adviser, Process and Strategy

The Investment Adviser

Merian Global Investors (UK) Limited serves as the investment adviser of the Company and is registered as a private limited company. The Investment Adviser was incorporated in England and Wales on 18 July 1994, with registration number 02949554 and whose registered address is at Millennium Bridge House, 2 Lambeth Hill, London, United Kingdom, EC4P 4WR.

The Investment Adviser is a leading, independent, global asset management firm with £34.4 billion under management as at 31 July 2018. The Investment Adviser was formed in July 2018 when its management team, together with funds operated by the global growth private equity firm, TA Associates, acquired the "single-strategy" investment capabilities of Old Mutual Global Investors (UK) Limited.

As an independent firm, the Investment Adviser is committed to continuing to build a successful, specialised asset management business. Central to the future of the business is a view that the Investment Adviser's clients appreciate the value of active investment management when it delivers what they reasonably expect.

The Investment Adviser's strategy is to seek to attract and retain talented investment professionals, who are experts in their particular fields, and to provide them with the operational, risk management and distribution environment and support they need in order to thrive, yet without encumbering them with a blunt "house view" imposed by a chief investment officer.

Biographies of the key personnel of the Investment Adviser involved in the provision of services to the Company are as follows:

Richard Watts, Fund Manager

Richard joined the Investment Adviser in 2002 and manages the Merian UK Mid Cap Fund. He initially joined the UK mid- and small-cap team as an analyst before assuming full portfolio management responsibilities in 2009. He joined from Orbis Investment Advisory where he spent two years as an equity analyst, before which he was a senior associate in the investment management division of PWC. Richard has a degree in mathematical sciences from the University of Oxford, is IIMR qualified and is a CFA charterholder.

Nick Williamson, Fund Manager

Nick has worked at the Investment Adviser since 2008, covering a variety of sectors for the wider UK equities team. Prior to his appointment as manager of the Merian UK Smaller Companies Focus Fund in January 2016, Nick acted as deputy manager on both the onshore and offshore UK smaller companies funds, since January 2014. Before this he was a sell-side analyst for more than 10 years, with a broad range of analytical responsibilities, most recently at Citigroup. Nick has an Economics degree from Durham University and is a CFA charterholder.

Dan Nickols, Head of UK/Small Cap Equities

Dan joined the Investment Adviser in 2001 and leads the Investment Adviser's UK small- and mid-cap team. Dan's involvement with smaller companies began in specialist sales at Albert E Sharp from September 1995. He switched from the sell side to the buy side in May 1997, working on the Albert E Sharp Smaller Companies Fund. After graduating from the University of Cambridge in 1992 with a degree in modern and medieval languages, he joined Deloitte & Touche, before moving to the European equities division of Morgan Stanley in June 1994. He is IIMR qualified.

Luke Kerr, Fund Manager

Luke joined the Investment Adviser in 2001 and manages the Merian UK Dynamic Equity Fund and Merian UK Specialist Equity Fund as part of the Investment Adviser's highly-rated and multi-award winning UK small- and mid cap team. He was previously a consultant at Arthur Andersen. Luke has a BA in chemistry from the University of Oxford, is ACA qualified and is a CFA charterholder.

Tim Service, Fund Manager

Tim joined the Investment Adviser in 2007 and manages the Merian UK Specialist Equity Fund. He joined from JP Morgan, where he was an analyst covering the European food producers and home and personal care sectors. Prior to this he was an analyst at ABN Amro, covering the food retail sector. Tim has a BA in modern history from the University of Oxford and is a CFA charterholder.

David Cameron-Mowat, Research Analyst

David joined the Investment Adviser in 2015 and is a member of the UK small- and mid-cap team. He joined from UBS, where he was an associate director for UK small and mid-cap equity sales and also advised UK companies within the investment banking division. Prior to this, David worked at PwC in audit and assurance before moving to a corporate finance, debt advisory role. David holds a BA (hons) in economics from Durham University and is a qualified chartered accountant.

James Gilbert, Research Analyst

James joined the Investment Adviser in 2013 and is an analyst in the UK equity team. He joined from Canaccord, where he was a support services analyst and was a member of the team ranked in the top three in the Extel survey (2013). He started his career at Deutsche Bank as a graduate trainee. James holds a BA in economics & management from the University of Oxford and is a CFA charterholder.

Claudia Ho, Research Analyst

Claudia joined the Investment Adviser in 2018 and is a research analyst in the UK small- and mid-cap team. She joined from Pelham Capital, where she worked for five years. Prior to that, she worked at Morgan Stanley for two years. Claudia has a biochemistry degree and a MA in biochemical research from Imperial College. She has passed all three levels of CFA.

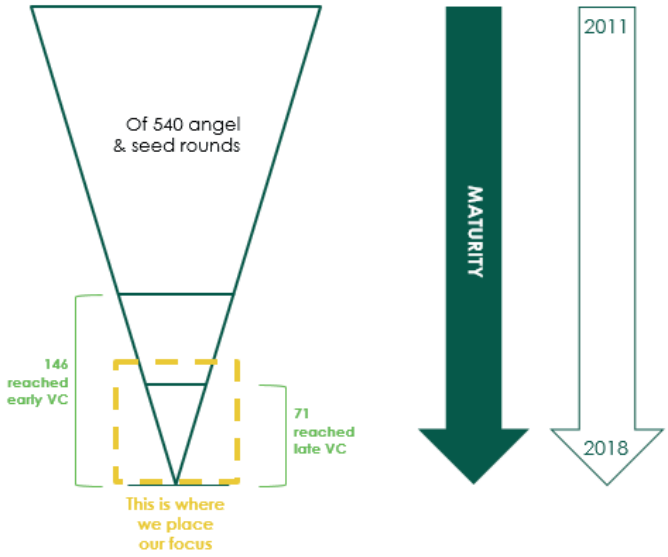
Investment Process

Sourcing and Access

Having committed approximately £300 million to unlisted investments since September 2017, there has been considerable interest in the Investment Adviser's presence in the private UK small- and mid-cap market. This has generated significant incoming enquiries from potential investee companies. In addition, industry events, word of mouth among entrepreneurs (which is proving to be a key channel) and a growing network of investment banks and other intermediaries have provided sourcing opportunities for the Investment Adviser. The Investment Adviser believes that knowledge of its presence in the market has become widespread due to its relevance to potential investee companies as a crossover investor. As a result, sourcing of potential investments by the Investment Adviser has become easier over time.

Of the unlisted investments undertaken to date, the funds managed or advised by the Investment Adviser have participated in the late-stage funding rounds of investee companies. Participation has typically been between the sixth and eighth round of investee companies' equity fundraising programmes. The Investment Adviser targets businesses that are typically past the "concept" phase and either have, or are well on their way to, proving their business models. As a result, they represent a substantially lower investment risk than early funding round, private company investments. The Investment Adviser believes these companies are analogous to those in which the Investment Adviser and its group currently include within their listed portfolios. The diagram below illustrates the Company's area of interest in the maturity profile of private opportunities. It also demonstrates the low number of businesses that actually achieve a later-stage private raise.

Progress of first time raises over time (Angel and Seed 1st raises 2011-2012) over time



(Source: PitchBook (a company that delivers data, research and technology covering the private capital markets) as at 30 June 2018)

Investment Characteristics

The Investment Adviser will look to identify compelling opportunities for minority, private investments in companies displaying some or all of the following characteristics:

- the ability to generate growth rates substantially better than the average UK plc;
- the ability to protect these growth rates for a substantial period of time. Usually, this involves either being able to protect a competitive advantage, for example via technology or scale, and/or by virtue of operating in a market of considerable scale;
- where valuation appears attractive, particularly against a listed market backdrop, giving the investment an ability to generate a return of a multiple of the entry valuation;
- the ability to earn superior returns at scale as compared to the net margins of the average, listed, UK sector peer group of that investment, and so have the potential to generate significant profits; and
- typically to have demonstrated proof of concept, which usually implies revenue generation credentials.

Other considerations of the Investment Adviser when looking to identify an investment include the following:

- the timetable to IPO or realisation of value;
- likely capital consumption;
- possible secondary liquidity; and
- a strong management team which the Investment Adviser can support to achieve their goals.

The Investment Adviser views management as crucial to deliver the long-term ambitions of investee companies and will look to align itself with founders and/or management teams where it shares their longer-term vision and believes it can support them to realise the potential of the investee company.

The Investment Adviser will conduct an analysis of each investment. Typically, this involves the construction of multi-year financial forecasts to assess the likely trajectory of sales, profits and cash flows. This not only enables the Investment Adviser's growth assumptions to be stress tested, but also helps to assess likely future valuation multiples to frame the offered price. Where appropriate, external due diligence will be employed to verify items such as financial, legal, regulatory or technology issues that may arise.

The Investment Adviser's typical timeframe from initial engagement to investment has ranged from two to three months, which the Investment Adviser views as rapid in comparison to its competitors for investment opportunities. This is due to all key investment decisions being the responsibility of the individual portfolio

managers. The Investment Adviser will run multiple investment processes at any one time to ensure timely investment of available capital.

Management Strategy

Post investment, the Investment Adviser will aim to maintain consistent dialogue with the management of investee companies to assess how the investment thesis is developing. Where appropriate, dependent on holding size, the Investment Adviser will request "board observer" status. The Investment Adviser currently holds this status for two of the three investments it manages for other funds. The Investment Adviser typically receives financial statements on a monthly basis, with meetings on request. Due to its experience, the Investment Adviser is also able to offer advice and guidance to investee companies. Given the maturity of investee companies to date, there may also be secondary market opportunities to buy and sell.

While the Company does not typically expect to make listed company investments, it will retain the right to continue to hold investments post IPO in accordance with the terms of the investment policy, provided the investment remains compelling, and may choose to make follow-on investments at IPO or thereafter. The Investment Adviser will consider retention of an investment (and potentially increasing an investment position) following IPO on a case by case basis, having regard to:

- whether there is a clear, ongoing positive investment thesis from the IPO valuation level;
- the liquidity requirements of the company; and
- overall Company portfolio construction considerations.

Investment Adviser Track Record

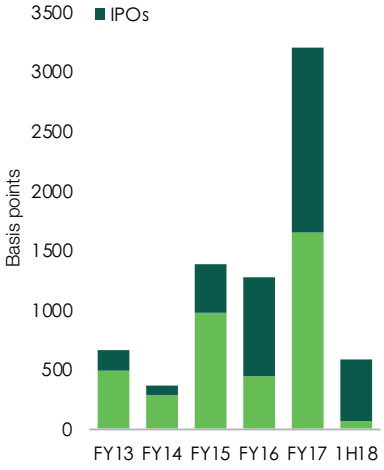
With the increasing maturity of private companies, implied by them staying private for longer, the distinction of characteristics between listed and unlisted companies is becoming blurred. The Investment Adviser believes there is a group of companies in the UK that have chosen to list when they could have stayed private and vice versa. This implies that the Investment Adviser's investment procedures are equally applicable to these later-stage, private companies as they are to those that have chosen to IPO. The Investment Adviser's track record in listed securities strategies, using the same underlying investment philosophy as that proposed for the Company, has been strong.

When investing in IPOs, the Investment Adviser considers:

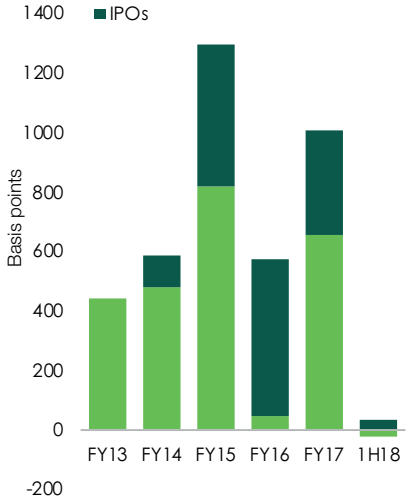
- reasonableness of financial forecasts: scope for beats and misses;
- strength of balance sheet/cash flow dynamics;
- long-term aspirations of management, medium/long-term prospects for investee companies; and
- the likely stock market valuation if the Investment Adviser's investment thesis is achieved. This is typically the most powerful driver of performance, but also the least easy to define ex-ante: the Investment Adviser's experience is key.

The charts below show the indicative gross contribution to returns (pre-fees) of IPOs to total outperformance of Merian UK Smaller Companies Focus Fund and Merian UK Mid Cap Fund (both of which are managed by the Investment Adviser), relative to benchmark.(*)

Merian UK Smaller Companies Focus Fund outperformance vs. benchmark



Merian UK Mid Cap Fund outperformance vs. benchmark



(Source: Investment Adviser (unaudited). Data as at 30 June 2018. The past performance of the Investment Adviser is not a guarantee of the future performance of the Company). FY represents Full Year and 1H represents the first half of that full year.

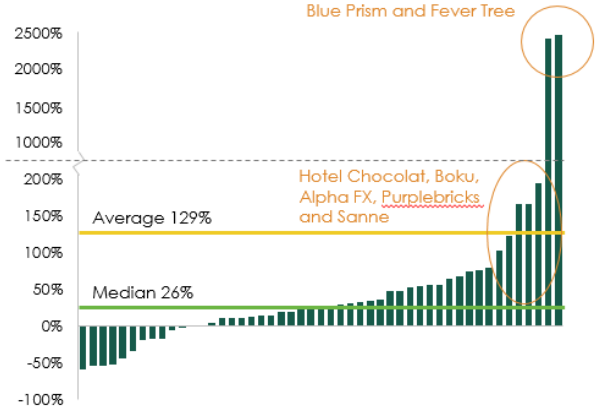
* Merian UK Mid Cap Fund benchmark: FTSE 250 ex investment trusts. Merian UK Small Companies Focus Fund benchmark: Numis Smaller Companies ex investment trusts

The Investment Adviser's selection of IPO investments has materially boosted outperformance for investors over the last 5 years. On average, the contribution of IPOs to outperformance has been approximately 40 to 50 per cent. of total outperformance. Over this period, the Investment Adviser has participated in approximately 60 IPOs, across a range of sectors and across all funds managed by the Investment Adviser.

Each fund shows a strong median performance, with average returns boosted by some exceptional individual contributions. The best performers since IPO for Merian UK Smaller Companies Focus Fund have been Blue Prism and Fever-Tree, and for Merian UK Mid Cap Fund have been SSP Group and boohoo.com, as shown in the graphs below relative to benchmark. In the view of the Investment Adviser, Fever-Tree, Blue Prism and boohoo.com, could have chosen to stay private for longer, with Fever-Tree and Blue Prism, in particular, operating very low capital-intensive models.

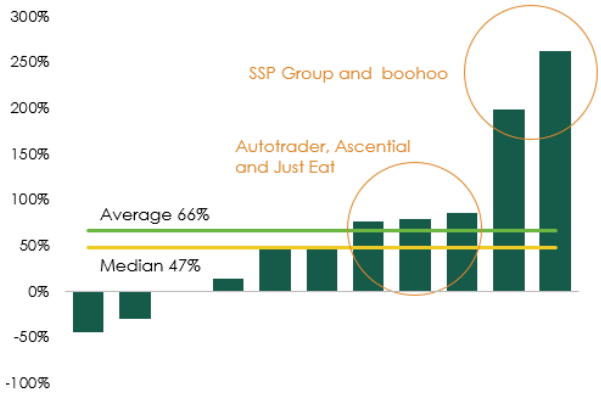
The following graphs show the performance of the companies that the Merian UK Smaller Companies Focus Fund and Merian UK Mid Cap Fund have invested in at IPO relative to the respective fund's benchmark. Each bar on each graph represents a company that the fund for that graph has invested in at IPO.

Merian UK Smaller Companies Focus Fund indicative performance relative to benchmark



Benchmark: Numis Smaller Companies ex-investment trusts

Merian UK Mid Cap Fund indicative performance relative to benchmark



Benchmark: FTSE 250 ex investment trusts

(Source: Investment Adviser and Bloomberg, as at 17 August 2018, IPOs since beginning of 2013, priced to market or exit)

The Company (in accordance with its investment policy) will primarily invest in equity or equity-related securities issued by unlisted companies. Accordingly, the portfolio of the Company and the historic portfolio of Merian UK Smaller Companies Focus Fund and Merian UK Mid Cap Fund on which this track record information is based will be materially different. It should also be noted that the past performance of the funds listed above should not be treated as an indication of the future performance of the Company.

Conflicts of Interest

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

No preference is given to any of the Investment Adviser's broad groups of clients or any one client over another in respect of unquoted equity and equity-related investments or listed equity and equity-related investments.

The Investment Adviser has a conflicts of interest policy and supporting control framework which identifies the details of conflicts or potential conflicts of interest and the controls in place to avoid or manage such conflicts or potential conflicts.

If circumstances arise such that the Investment Adviser's arrangements for avoiding and managing conflicts of interest are not sufficient to ensure with reasonable confidence that the risks of damage to the interests of the Company or its Shareholders will be prevented, the senior management of the Investment Adviser must act to ensure that appropriate action is taken to enhance the controls in place to manage any such conflicts.

The conflicts of interest policy is reviewed by senior management of the Investment Adviser at least once a year or whenever there are material changes in the business services to be offered by the Investment Adviser.

The actual or potential conflicts of interest identified across the Investment Adviser and the controls in place to avoid or manage these conflicts are reviewed and assessed on a quarterly basis by all business functions, the results of these assessments are reported to senior management.

Part IV: Directors and Administration

The Directors

The Directors are responsible for managing the business affairs of the Company in accordance with the Articles and the investment policy and have overall responsibility for the Company's activities including its investment activities and reviewing the performance of the Company's portfolio.

The Directors may delegate certain functions to other parties such as the AIFM, the Investment Adviser, the Administrator, the Company Secretary, the Depositary and the Registrar. In particular, the Directors have delegated responsibility for day to day management of the investments comprised in the Company's portfolio to the Investment Adviser. The Directors have responsibility for exercising supervision of the Investment Adviser.

Andrew Haining (Chairperson) (independent)

Andrew has had a 30 year career in banking and private equity with Bank of America, CDC (now Bridgepoint) and Botts & Company. During his career, Andrew has been responsible for over 20 private equity investments with transactional values in excess of $1bn.

Andrew holds several Guernsey and UK board positions including Chairman of Praxis Group Limited and Chairman of Aurigny, the state owned Channel Islands airline.

Stephen Coe (independent)

Stephen is currently chairman of TOC Property Backed Lending Trust plc. He is also director (and chairman of the Audit Committee) of Raven Russia Limited, Leaf Clean Energy Company and Weiss Korean.

He has been involved with offshore investment funds and managers since 1990 with significant exposure to property, debt, emerging markets and private equity investments.

He qualified as a Chartered Accountant with Price Waterhouse Bristol in 1990 and remained in audit practice, specialising in financial services, until 1997. From 1997 to 2003 he was a director of the Bachmann Group of fiduciary companies and Managing Director of Bachmann Fund Administration Limited, a specialist third party fund administration company. From 2003 to 2006 Stephen was a director with Investec in Guernsey and Managing Director of Investec Trust (Guernsey) Limited and Investec Administration Services Limited. He became self-employed in August 2006 providing services to financial services clients.

Simon Holden (independent)

Simon is a resident of Guernsey and has more than 15 years of experience in private equity investment and portfolio company operation roles, working with Candover Investments and then Terra Firma Capital Partners since 2008. Simon left Terra Firma in late 2015 and currently serves as non-executive director of HICL Infrastructure Company (where Simon is Chair of the Risk Committee), Hipgnosis Songs Fund Limited which was admitted to trading on the Specialist Fund Segment in July 2018. Simon is also a director of unlisted private equity fund boards for Permira and Blue Water Energy and holds a number of trading company board roles in both the private sector and a States of Guernsey owned trading asset. Simon graduated from the University of Cambridge with an MEng and MA (Cantab) in Manufacturing Engineering, holds both a DipIOD (Institute of Directors Diploma in Company Direction) and the IMC (CFA) and is a member of various financial services interests groups including the IOD, GIFA, the NED Forum and Guernsey's IP Commercial Group.

Anne Ewing (independent)

Anne has over 35 years of financial services experience in banking, asset and fund management, corporate treasury, life insurance and the fiduciary sector. Anne has a MSc in Corporate Governance and is a Chartered Fellow of the Securities Institute and a Fellow of ICSA. Anne has held senior roles in Citibank, Rothschilds, Old Mutual International and KPMG and latterly has been instrumental in the start ups of a Guernsey fund manager and a fiduciary licensee. Anne is self-employed and has a number of Non Executive Directorships and Chairman roles in investment companies, banks and trust companies in the Channel Islands and in London. Anne is currently a Senior Independent Director on the LSE listed Alcentra Floating Rate Income Fund Limited.

Tim Cruttenden (independent)

Tim is Chief Executive Officer of VenCap International plc, a UK based asset management firm focused on investing in venture capital funds. He joined VenCap in 1994 and is responsible for leading the strategy and development of the firm. Prior to joining VenCap, Tim was an Economist and Statistician at the Association of British Insurers in London. He received his Bachelor of Science degree (with honours) in Combined Science (Economics and Statistics) from Coventry University and is an Associate of the CFA Society of the UK. Tim is a Non-Executive Director of Polar Capital Technology Trust.

Audit Committee

The Company's Audit Committee, comprising all the independent Directors of the Company (other than the Chairperson) (which as at the date of this Prospectus will be all the Directors of the Company (other than the Chairperson)) will meet formally at least twice a year for the purpose, amongst other things, of considering the appointment, independence and remuneration of the auditor and to review the annual accounts and interim accounts. Where non-audit services are to be provided by the auditor, full consideration of the financial and other implications on the independence of the auditor arising from any such engagement will be considered before proceeding. Stephen Coe will act as chairperson of the Audit Committee. The principal duties of the Audit Committee will be to consider the appointment of external auditors, to discuss and agree with the external auditors the nature and scope of the audit, to keep under review the scope, results and cost effectiveness of the audit and the independence and objectivity of the auditor, to review the external auditors' letter of engagement and management letter and to analyse the key procedures adopted by the Company's service providers.

Management Engagement Committee

The Company's Management Engagement Committee, comprising all the independent Directors of the Company (which as at the date of this Prospectus will be all the Directors of the Company), will meet formally at least once a year for the purpose, amongst other things, of reviewing the actions and judgments of the Investment Adviser and also the terms of the Portfolio Management Agreement. Simon Holden will act as chairperson of the Management Engagement Committee.

Remuneration and Nomination Committee

The Company's Remuneration and Nomination Committee, comprising all the independent Directors of the Company (which as at the date of this Prospectus will be all the Directors of the Company), will meet formally at least once a year for the purpose of, amongst other things, considering the framework and policy for the remuneration of the Directors pursuant to the Articles and to review the structure, size and composition of the Board. No Director shall be involved in any decisions as to their own remuneration. Anne Ewing will act as chairperson of the Remuneration and Nominations Committee.

Matters reserved for the Board

The Board has overall responsibility for the Company's activities, including reviewing its investment activity, performance, business conduct and policy and, unless required to be performed by the Investment Adviser as a matter of law, certain matters have been reserved for consideration by the Board, including (but not limited to):

- approving the Company's long-term objective and any decisions of a strategic nature including any change in investment objective, policy and restrictions, including those which may need to be submitted to Shareholders for approval;
- reviewing the performance of the Company in light of the Company's strategy objectives and budgets ensuing that any necessary corrective action is taken;
- the appointment, overall supervision and removal of key service providers and any material amendments to the agreements or contractual arrangements with any key delegates or service providers;
- approving any interim dividends, any recommendation to shareholders in respect of final dividends and the Company's dividend policy;
- the review of the Company's corporate governance arrangements; and
- approving any actual or potential conflicts of interest.

Directors' share dealings

The Directors have adopted a share dealing code that is compliant with the Market Abuse Regulation. The Board will be responsible for taking all proper and reasonable steps to ensure compliance with the share dealing code by the Directors and PDMRs.

Administrator

Maitland Administration (Guernsey) Limited has been appointed as Administrator to the Company pursuant to the Master Services Agreement (further details of which are set out in paragraph 9 of Part VIII of this Prospectus).

The Administrator will be responsible for the maintenance of the books and financial accounts of the Company and the calculation, in conjunction with the Investment Adviser, of the Net Asset Value of the Company and the Shares.

Company Secretary

Maitland Administration (Guernsey) Limited will provide company secretarial services to the Company pursuant to the Master Services Agreement (further details of which are set out in paragraph 9 of Part VIII of this Prospectus).

The Company Secretary will be responsible for production of the Company's accounts, regulatory compliance and providing support to the Board's corporate governance process and its continuing obligations under the Listing Rules and the Disclosure Guidance and Transparency Rules. In addition, the Company Secretary will be responsible for liaising with the Company, the Investment Adviser, the Registrar and the Administrator in relation to the payment of any dividends, as well as general secretarial functions required by the Companies Law (including but not limited to the maintenance of the Company's statutory books).

Depositary

Citibank Europe plc, UK Branch has been appointed as the Company's Depositary pursuant to the Depositary Agreement (further details of which are set out in paragraph 9 of Part VIII of this Prospectus). The Depositary is a branch of Citibank Europe plc and is authorised in the United Kingdom by the Prudential Regulation Authority. It is subject to regulation by the Financial Conduct Authority and the Prudential Regulation Authority.

The Depositary of the Company is registered as a public limited company. The Depositary was established on 20 August 2015 in the United Kingdom and is headquartered in Ireland.

Registrar

Computershare Investor Services (Guernsey) Limited has been appointed as the Company's Registrar pursuant to the Registrar Agreement (further details of which are set out in paragraph 9 of Part VIII of this Prospectus).

Auditor

KPMG Channel Islands Limited will provide audit services to the Company.

Fees and expenses

Initial expenses

The costs and expenses of the Initial Issue which will be paid by the Company will not exceed £3 million, assuming Gross Issue Proceeds are £200 million. The costs and expenses of the Initial Issue are capped at 1.5 per cent. of Gross Issue Proceeds with any excess being borne by the Investment Adviser. The costs and expenses of the Initial Issue are expected to be lower than the capped amount in the event that the Gross Issue Proceeds are £200 million or more.

The costs and expenses of the Initial Issue will be paid out of Gross Issue Proceeds and will therefore be borne indirectly by the investors.

The costs and expenses of the Initial Issue will be paid on or around First Admission and will include, without limitation, placing fees and commissions; registration, listing and admission fees; printing, advertising and distribution costs; legal fees, and any other applicable expenses. All such expenses will be immediately written off.

On the assumption that the Company achieves its target issue size of £200 million, the Net Asset Value of the Company immediately following First Admission is expected to increase by £197 million (in other words, 98.5 per cent. of Gross Issue Proceeds) assuming initial expenses of the Initial Issue are 1.5 per cent. of the Gross Issue Proceeds (being the maximum capped costs and expenses to be borne by the Company pursuant to the Initial Issue). The costs and expenses of the Initial Issue are expected to be lower than the capped amount in the event that the Gross Issue Proceeds are £200 million or more. In the event that the Company raises its minimum issue size of £75 million, the Net Asset Value of the Company immediately following First Admission is expected to increase by £73.875 million.

Ongoing expenses

Placing Programme

The costs and expenses of the Placing Programme will depend on subscriptions received in respect of individual Subsequent Placings.

Investment Adviser's fees

Under the terms of the Portfolio Management Agreement, the Investment Adviser is entitled to a management fee and a performance fee together with reimbursement of reasonable expenses incurred by it in the performance of its duties.

Management Fee

The management fee will be equal to 1/12 of 0.5 per cent. of the Net Asset Value (the "**Management Fee**"). The Management Fee will be calculated and paid monthly in arrears. For the period from First Admission until the date on which 90 per cent. of the Net Proceeds has been invested, directly or indirectly, the value attributable to any Investments other than equity or equity-related investments in quoted or unquoted portfolio companies held for investment purposes (including cash, near cash investments or highly liquid investments immediately convertible into cash) will be excluded from the calculation of Net Asset Value for the purposes of determining the Management Fee.

If at any time the Company invests in or through any other investment fund or special purpose vehicle and a management fee or advisory fee is charged to such investment fund or special purpose vehicle by the Investment Adviser or any of its Associates and is not waived, the value of such investment will be excluded from the calculation of Net Asset Value for the purposes of determining the Management Fee.

In respect of a period where there are C Shares in issue, the Management Fee will be charged on the net assets attributable to the Ordinary Shares and the C Shares respectively.

Performance fee

The Investment Adviser will be entitled to receive a performance fee, the sum of which will be equal to 20 per cent. of the amount by which the Adjusted Net Asset Value at the end of a Calculation Period exceeds the higher of: (i) the Performance Hurdle; and (ii) the High Water Mark (the "**Performance Fee**").

For the purposes of this paragraph:

"**Adjusted Net Asset Value at the end of a Calculation Period**" shall be the audited NAV in Sterling at the end of the relevant Calculation Period: (i) plus an amount equal to any accrued or paid performance fee in respect of that Calculation Period or any prior Calculation Period; (ii) plus an amount equal to all dividend or other income distributions paid to Shareholders that have been declared and paid on or prior to the end of the relevant Calculation Period; (iii) minus the amount of any distribution declared in respect of the Calculation Period but which has not already reduced the audited NAV; (iv) minus the Net Capital Change

where the Net Capital Change is positive or, correspondingly, plus the Net Capital Change where such Net Capital Change is negative; and (v) minus any increase in NAV during the Calculation Period attributable to Investments attributable to C Shares prior to conversion of those C Shares.

"**Performance Hurdle**" means, in relation to each Calculation Period, "A" multiplied by "B" where:

"*A*" is 8 per cent. (expressed for the purposes of this calculation as 1.08) (calculated as an annual rate and adjusted to the extent the Calculation Period is greater or shorter than one year); and

"*B*" is:

(i) in respect of the first Calculation Period, the Net Issue Proceeds; or

(ii) in respect of each subsequent Calculation Period, the sum of this calculation as at the end of the immediately preceding Calculation Period: (a) excluding any changes made pursuant to paragraphs (x) and (y) below in that preceding Calculation Period; and (b) plus (where such sum is positive) or minus (where such sum is negative) the Net Capital Change attributable to Share issues and repurchases in the immediately preceding Calculation Period only,

in each case, plus (where such sum is positive) or minus (where such sum is negative) the sum of:

(x) in respect of each Share issue undertaken in the relevant Calculation Period being assessed, an amount equal to the Net Capital Change attributable to that Share issue multiplied by the sum of the number of days between admission to trading of the relevant Shares and the end of the relevant Calculation Period divided by 365; minus

(y) in respect of each repurchase or redemption of Shares undertaken in the relevant Calculation Period being assessed, an amount equal to Net Capital Change attributable to that Share purchase or redemption multiplied by the number of days between the relevant disbursement of monies to fund such repurchase or redemption and the end of the relevant Calculation Period divided by 365;

"**Net Capital Change**" equals I minus R where:

"*I*" is the aggregate of the net proceeds of any Share issue over the relevant period,

"*R*" is the aggregate of amounts disbursed by the Company in respect of Share redemptions or repurchases over the relevant period;

"**High Water Mark**" means the Adjusted Net Asset Value as at the end of the Calculation Period in respect of which a Performance Fee was last earned or if no Performance Fee has yet been earned, an amount equal to the Net Issue Proceeds; and

"**Calculation Period**" means each twelve-month period ending on 30 September, except that the first Calculation Period shall be the period commencing on First Admission and ending on 30 September 2019.

Subject to the below, the Performance Fee will be payable to the Investment Adviser in arrears within 30 calendar days of the publication of the Company's audited accounts for the date on which each Calculation Period ends unless, within such period the Company has given notice in writing to the Investment Adviser of any error in relation to the calculation, in which case, the due date for payment will be delayed until 30 calendar days after such error is resolved. To the extent that the Company does not have available cash to pay the Performance Fee on the date on which such amount becomes payable (having taken into account the Company's reasonable working capital requirements) the payment date shall be deferred by three months (or such shorter or longer period as may be agreed in writing by the Company and the Investment Adviser).

The accrued Performance Fee shall only be payable by the Company to the extent that the Payment Amount is greater than the Performance Fee Amount (which shall both be calculated as at the end of each Calculation Period) and, to the extent that the Payment Amount is less than the Performance Fee Amount, an amount equal to the difference shall be carried forward and included in the "Performance Fee Amount" calculated as at the end of the next Calculation Period (and such amount shall be paid before any Performance Fee accrued at a later date). Save for in limited circumstances, no accrued but unpaid Performance Fees carried forward in accordance with this paragraph will be able to be cancelled by the Company once they become payable.

For the purposes of this paragraph:

"**Payment Amount**" means the sum of: (i) aggregate net realised profits on Investments since the start of the relevant Calculation Period; plus (ii) an amount equal to each IPO Investment Unrealised Gain where the IPO of the relevant Investment takes place during the relevant Calculation Period; plus or minus (as applicable) (iii) an amount equal to the Listed Investment Value Change attributable to that Calculation Period; plus (iv) the aggregate amount of all dividends or other income received from Investments of the Company in that Calculation Period (other than Investments made pursuant to the cash management policy of the Company as stated in the investment policy);

"**Investments**" means all unquoted equity and equity equivalent investments and all other securities, currencies, shares, equity, futures, options, warrants, forward contracts, contracts for differences, derivatives, convertible or exchangeable debt, bonds, notes, cash, interests in businesses, joint ventures, syndicated investments, consortiums, partnerships or limited partnerships or the like, and any other property whatsoever (quoted or traded on an investment exchange or not), including income derived therefrom, procured by the Investment Adviser for the Company in accordance with the investment policy, from time to time;

"**IPO Investment Unrealised Gain**" means the unrealised gain attributable to each Investment in a private portfolio company that subsequently conducts an IPO in the relevant Calculation Period. The unrealised gain of the Company for this purpose shall be calculated using the issue price set as part of the IPO of the relevant shares comprising the Investment and the investment costs attributable to the corresponding shares. For the purposes of this calculation an Investment in listed shares that is held following the IPO but disposed of prior to the end of the relevant Calculation Period in which the IPO took place shall not be included in the calculation of the IPO Investment Unrealised Gain (and, to the extent that part of the Investment is disposed of prior to the end of the relevant Calculation Period, the amount of the relevant IPO Investment Unrealised Gain shall be reduced by a corresponding proportion to the percentage of the total holding sold);

"**Listed Investment Value Change**" means the aggregate price increase or decrease attributable to each Investment in listed shares that is held as at the end of the relevant Calculation Period and shall be calculated as follows:

(a) in respect of a Calculation Period in which the shares are first listed or acquired by the Company, the Listed Investment Value Change shall be calculated in respect of the period from the date of admission or acquisition (as applicable) of those shares to the end of the relevant Calculation Period and shall be calculated using the mid-market closing price on the date of the admission or acquisition of those shares (as applicable) and the mid-market closing price as at the last Business Day of the relevant Calculation Period; or

(b) in respect of each other Calculation Period, the Listed Investment Value Change shall be calculated using the closing mid-market price as at the first and last Business Day of the relevant Calculation Period using the closing mid-market price on such dates provided that if the Listed Investment Value Change attributable to such shares is positive but the mid-market closing price as at the end of the Calculation Period is less than the higher of (i) the price of such shares on admission (in respect of shares held by the Company on the date of their admission to trading) and (ii) the highest mid-market closing price as at the end of any prior Calculation Period when such shares were held by the Company, the Listed Investment Value Change in respect of such shares shall be deemed to be zero; and

"**Performance Fee Amount**" means the sum of the Performance Fee calculated in respect to the relevant Calculation Period as provided for in this paragraph plus any amount of Performance Fees payable in respect of prior Calculation Periods but which were deferred and remain unpaid as at the end of the relevant Calculation Period.

The Performance Fee will be calculated in respect of each Calculation Period. If at the end of a Calculation Period no Performance Fee has been earned in respect of that period, the Calculation Period shall be extended for an additional twelve-month period and will be deemed to be the same Calculation Period and this process shall continue until a Performance Fee is next earned at the end of the relevant period.

In the event of termination of the Investment Adviser's appointment the Company will: (a) pay the accrued Management Fees on a *pro rata* basis to the date of termination; (b) save for in limited circumstances, pay (i) a Performance Fee in respect of the Calculation Period ending on the date of termination; and (ii) to the extent applicable, any accrued but unpaid Performance Fees, regardless of whether or not the Company

has an available Payment Amount equal to such accrued and unpaid Performance Fees; and (c) promptly reimburse to the Investment Adviser all of its out of pocket expenses incurred in the performance of its services up to the date of termination. No additional payment will be required to be made to the Investment Adviser by the Company.

Subject to the paragraph above, if the Investment Adviser's appointment is terminated before 30 September in any year, the Performance Fee in respect of the then Calculation Period will be calculated and paid as though the date of termination were the end of the relevant period. If the Company enters into liquidation and the Investment Adviser's appointment has not yet been terminated, the Performance Fee in respect of the then Calculation Period will be calculated and paid as though the Business Day prior to the date on which the Company enters into liquidation were the end of the relevant period.

No Performance Fee will be payable out of the assets attributable to the C Shares that may be in issue from time to time.

Other fees and expenses

The Company will also incur further on-going annual fees and expenses, which will include the following:

- AIFM

  Maitland Institutional Services Ltd has been appointed as the alternative investment fund manager of the Company. The AIFM is responsible for portfolio management services and risk management services of the Company in accordance with the terms of the AIFM Agreement.

  Under the terms of the AIFM Agreement, the AIFM is entitled to an annual fee, being the sum of an amount equal to:

  (i) 0.04 per cent. of the published Net Asset Value between zero and £150,000,000;

  (ii) 0.03 per cent. of the published Net Asset Value in excess of £150,000,000 and less than or equal to £500,000,000;

  (iii) 0.02 per cent. of the published Net Asset Value in excess of £500,000,000 and less than or equal to £1,000,000,000; and

  (iv) 0.01 per cent. of the published Net Asset Value in excess of £1,000,000,000,

  subject to a minimum annual fee of £30,000, plus VAT and together with reimbursement of reasonable expenses incurred by it in the performance of its duties.

- Administrator

  Under the terms of the Master Services Agreement, the Administrator is entitled to a fee in respect of fund valuation, accounting and investment operations:

  - if the NAV is less than or equal to £150,000,000, the sum of £75,000 per annum; or
  - if the NAV is more than £150,000,000 but less than or equal to £500,000,000, the sum of 0.03 per cent. per annum of the NAV; or
  - if the NAV is more than £500,000,000 but less than or equal to £1,000,000,000, the sum of 0.02 per cent. per annum of the NAV; or
  - if the NAV is more than £1,000,000,000, the sum of 0.01 per cent. per annum on the NAV.

  The Administrator will, in addition, be entitled to recover third party expenses and disbursements.

- Company Secretary

  Under the terms of the Master Services Agreement, the Company Secretary is entitled to an annual fee of £35,000 per annum in respect of the company secretarial services it will provide, including corporate governance, regulatory compliance and Listing Rule continuing obligations. The Company Secretary will, in addition, be entitled to recover reasonable third party expenses and disbursements.

- Depositary

  The Depositary is entitled to a fee equal to 0.8 basis points of the published Net Asset Value of the Company. Additional services, as agreed from time to time, will incur additional charges on the applicable hourly rate. The Depositary is entitled to reimbursement of all reasonable out-of-pocket expenses.

- Registrar

  The Registrar will be entitled to an annual fee from the Company equal to £7,500 in respect of maintaining the share register in respect of the Ordinary Shares and an annual fee of £2,000 in respect of maintaining the share register in respect of the C Shares. The Registrar is also entitled to:

  (i) a one-off setup fee of £2,000 to cover the setup of all necessary systems and procedures;

  (ii) an annual fee of £5,000 for the Registrar carrying out know-your-client and anti-money-laundering checks and other due diligence procedures on new Shareholders;

  (iii) additional customary charges, on a per-item or per-transaction basis; and

  (iv) reimbursement of all reasonable out-of-pocket expenses incurred in connection with its duties.

- Receiving Agent

  Under the terms of the Receiving Agent Services Agreement, the Receiving Agent is entitled to a project fee of £5,000 plus a processing fee of £12.50 per Offer for Subscription Application, in each case plus VAT. The Receiving Agent will also be entitled to reimbursement of all out-of-pocket expenses reasonably incurred by it in connection with its duties.

- Directors

  The Directors will be remunerated for their services at a fee of £40,000 per annum (£45,000 for the Chairperson and £43,000 for the Chairperson of the Audit Committee). Further information in relation to the remuneration of the Directors is set out in Paragraph 7 of Part VIII of this Prospectus.

- Other operational expenses

  In addition to the foregoing fees and expenses paid to service providers, all other ongoing operational expenses of the Company will be borne by the Company including, without limitation, the incidental costs of making its investments and the implementation of its investment objective and policy (including any fees or commissions payable to intermediaries in respect of the sourcing of investments to the extent that the Investment Adviser is unable to source such investments directly and any fees or commissions payable to any due diligence agents or other specialists engaged by the Investment Adviser in connection with the implementation of the investment policy); travel, accommodation and printing costs; the cost of directors' and officers' liability insurance and website maintenance; audit and legal fees; annual listing fees and maintaining the Company's status as a registered closed-ended collective investment scheme. All out of pocket expenses that are reasonably and properly incurred, of the Investment Adviser, the Administrator, the Company Secretary, the Depositary, the Receiving Agent and the Registrar and the Directors relating to the Company will be borne by the Company. No fees or expenses, including those listed above, will be borne by Investors.

The Directors estimate that the ongoing charge expense ratio of the Company, including VAT where applicable, will be approximately 1.71 per cent. of Gross Assets (assuming Net Proceeds of £73.875 million); or 0.64 per cent. of Gross Assets (assuming Net Proceeds of £197 million) for the first year following First Admission and including the reduced Management Fee applicable until 90 per cent. of the Net Proceeds have been invested. These are estimates only and are not, and are not intended to be, profit forecasts. These figures assume that the Net Proceeds are fully invested in accordance with the investment policy and that no Performance Fee is payable to the Investment Adviser.

Part V: The Initial Issue

The Initial Issue

The Company is targeting raising £200 million through the Initial Issue. The Initial Issue comprises the Initial Placing, the Intermediaries Offer and the Offer for Subscription. Assuming Gross Issue Proceeds are £200 million and on the basis the costs and expenses of the Initial Issue are capped at 1.5 per cent. of the Gross Issue Proceeds, the Net Proceeds will be approximately £197 million. The costs and expenses of the Initial Issue are expected to be lower than the capped amount in the event that the Gross Issue Proceeds are £200 million or more.

The total number of Ordinary Shares issued under the Initial Issue will be determined by the Company and Liberum after taking into account demand for the Ordinary Shares, subject to a maximum of 300 million Ordinary Shares being issued under the Initial Issue in aggregate.

The actual number of Ordinary Shares to be issued pursuant to the Initial Issue is not known as at the date of this Prospectus but will be notified by the Company via an RNS announcement and published on the Company's website, www.Merian.com/Chrysalis, prior to First Admission.

The Initial Issue is conditional on the raising of the Minimum Gross Proceeds. In the event that the Company and Liberum decide to lower the amount of the Minimum Gross Proceeds, the Company will be required to publish a supplementary prospectus. If the Initial Issue does not proceed, subscription monies received under the Initial Placing, the Intermediaries Offer and the Offer for Subscription will be returned without interest at the risk of the applicant. The target Initial Issue size should not be taken as an indication of the number of Ordinary Shares to be issued.

The Directors have determined that the Ordinary Shares under the Initial Issue will be issued at a price equal to £1.00 per Ordinary Share.

The Initial Issue is not being underwritten.

The Initial Issue is designed to be suitable for professional investors and professionally-advised retail investors seeking exposure to a portfolio consisting primarily of equity or equity-related investments in unquoted companies. The Ordinary Shares may also be suitable for investors who are financially sophisticated, non-advised retail investors who are capable of evaluating the risks and merits of such an investment and who have sufficient resources to bear any loss which may result from such an investment. Such investors may wish to consult an independent financial adviser who specialises in advising on the acquisition of shares and other securities before investing in Ordinary Shares.

The Initial Placing

Each of Liberum and Zeus Capital has agreed to use its reasonable endeavours to procure Placees to subscribe for Ordinary Shares in the Initial Placing on the terms and subject to the conditions set out in the Placing Agreement. Details of the Placing Agreement are set out in paragraph 9 of Part VIII of this Prospectus.

The terms and conditions which shall apply to any subscription for Ordinary Shares procured by Liberum or Zeus Capital pursuant to the Initial Placing are contained in Part IX of this Prospectus.

Each of Merian UK Mid Cap Fund, Merian UK Smaller Companies Fund, Merian UK Smaller Companies Focus Fund and Merian UK Specialist Equity Fund, funds managed on a discretionary basis by the Investment Adviser, have indicated to the Company that they intend to subscribe for, in aggregate, Ordinary Shares equal to at least 15 per cent. of the Gross Issue Proceeds, although the funds may subscribe for, in aggregate, Ordinary Shares up to a maximum of 25 per cent. of Gross Issue Proceeds (the "**Merian Funds Investments**").

Members of the Small & Mid Cap investment team of the Investment Adviser intend to invest, either directly or indirectly, approximately £3 million in the Initial Issue.

The Intermediaries Offer

Investors may also subscribe for Shares at the Initial Issue Price pursuant to the Intermediaries Offer. Only the Intermediaries' retail investor clients in the United Kingdom, Guernsey and Jersey are eligible to participate in the Intermediaries Offer. Investors may apply to any one of the Intermediaries to be accepted as their client. No Ordinary Shares allocated under the Intermediaries Offer will be registered in the name of any person whose registered address is outside the United Kingdom, Guernsey and Jersey. A minimum application of 1,000 Ordinary Shares per Underlying Applicant will apply. Allocations to Intermediaries will be determined by the Company and Liberum. An application for Ordinary Shares in the Intermediaries Offer means that the Underlying Applicant agrees to acquire the Ordinary Shares applied for at the Initial Issue Price. Each Underlying Applicant must comply with the appropriate money laundering checks required by the relevant Intermediary and all other laws and regulations applicable to their agreement to subscribe for Ordinary Shares. Where an application is not accepted or there are insufficient Ordinary Shares available to satisfy an application in full, the relevant Intermediary will be obliged to refund the Underlying Applicant as required and all such refunds shall be made without interest. None of the Company, the Investment Adviser, Liberum or Zeus Capital accept any responsibility with respect to the obligation of the Intermediaries to refund monies in such circumstances. Each Intermediary has agreed, or will on appointment agree, to the intermediaries terms and conditions, which regulate, *inter alia*, the conduct of the Intermediaries Offer on market standard terms and provide for the payment of a commission and/or fee (to the extent permissible by the rules of the FCA) to Intermediaries from Liberum acting on behalf of the Company if such Intermediary elects to receive a commission and/or fee. Pursuant to the intermediaries terms and conditions, in making an application, each Intermediary will also be required to represent and warrant that they are not located in the United States and are not acting on behalf of anyone located in the United States or any US Person. In addition, the Intermediaries may prepare certain materials for distribution or may otherwise provide information or advice to retail investors in the United Kingdom, subject to the terms of the intermediaries terms and conditions. Any such materials, information or advice are solely the responsibility of the relevant Intermediary and will not be reviewed or approved by any of the Company, the Investment Adviser or Liberum. Any liability relating to such documents shall be for the relevant Intermediaries only. The intermediaries terms and conditions provide for the Intermediaries to have an option (where the payment of such commission and/or fee is not prohibited) to be paid a commission and/or fee by Liberum where it has elected to receive such commission and/or fee in respect of the Ordinary Shares allocated to and paid for by them pursuant to the Intermediaries Offer.

The Company consents to the use of this Prospectus by financial intermediaries in connection with the subsequent resale or final placement of securities by financial intermediaries.

The offer period within which any subsequent resale or final placement of securities by Intermediaries can be made and for which consent to use this Prospectus is given commences on 11 October 2018 and closes at 3.00 p.m. on 31 October 2018, unless closed prior to that date.

Any financial intermediary that uses this Prospectus must state on its website that it uses this Prospectus in accordance with the Company's consent. Intermediaries are required to provide this Prospectus to any prospective investor who has expressed an interest in participating in the Intermediaries Offer to such Intermediary. Information on the terms and conditions of any subsequent resale or final placement of securities by any financial intermediary is to be provided at the time of the offer by the Intermediary.

The Offer for Subscription

Ordinary Shares are available to certain categories of investor under the Offer for Subscription. The Offer for Subscription is only being made in the UK but, subject to applicable law, the Company may allot Ordinary Shares on a private placement basis to Offer for Subscription Applicants in other jurisdictions.

The terms and conditions of application under the Offer for Subscription are set out in Part X of this Prospectus and an Offer for Subscription Application Form is set out at the end of this Prospectus. These terms and conditions should be read carefully before an Offer for Subscription Application is made. Investors should consult their respective stockbroker, bank manager, solicitor, accountant or other financial adviser if they are in any doubt about the contents of this Prospectus.

Offer for Subscription Applications must be for a minimum subscription amount of £1,000 and thereafter in multiples of £100.

Completed Offer for Subscription Application Forms, accompanied by a cheque or banker's draft in Sterling made payable to "Computershare Investor Services PLC re: Merian Chrysalis Investment Company Limited – Offer for Subscription A/C" and crossed "A/C payee" for the appropriate sum must be posted to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH or delivered by hand (during normal business hours) to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS13 8AE so as to be received by no later than 11.00 a.m. on 31 October 2018. The Offer for Subscription will, unless extended, be closed at that time.

For Offer for Subscription Applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by 11.00 a.m. on 31 October 2018. Please contact Computershare Investor Services PLC by email at OFSPaymentQueries@computershare.co.uk (quoting MCIC OFS) and the Receiving Agent will then provide applicants with a unique reference number which must be used when sending payment.

Offer for Subscription Applicants choosing to settle via CREST, that is "delivery versus payment" ("**DVP**"), will need to input their instructions to Computershare Investor Services PLC's participant account 8RA05 by no later than 11.00 a.m. on 31 October 2018, allowing for the delivery and acceptance of Ordinary Shares to be made against payment of the Initial Issue Price per Ordinary Share, following the CREST matching criteria set out in the Offer for Subscription Application Form.

Conditions

The Initial Issue is conditional, *inter alia*, on:

(i) the Placing Agreement becoming wholly unconditional (save as to First Admission) and not having been terminated in accordance with its terms prior to First Admission;

(ii) First Admission occurring by 8.00 a.m. on 6 November 2018 (or such later date, not being later than 21 December 2018, as the Company and Liberum may agree) in respect of the Initial Issue; and

(iii) the Initial Issue raising at least the Minimum Gross Proceeds.

Pricing

All Ordinary Shares issued pursuant to the Initial Issue will be, issued at the Initial Issue Price.

Subscriber warranties

Each subscriber of Ordinary Shares in the Initial Issue and each subsequent investor in the Ordinary Shares will be deemed to have represented, warranted, acknowledged and agreed to the representations, warranties, acknowledgments and agreements set out in paragraphs 4 and 5 in Part IX to this Prospectus.

The Company, the Investment Adviser, Liberum, Zeus Capital and their respective directors, officers, members, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements.

If any of the representations, warranties, acknowledgments or agreements made by the investor are no longer accurate or have not been complied with, the investor will immediately notify the Company.

Scaling back and allocation

The Directors are authorised to allot Shares pursuant to the Placing Programme for an aggregate issue price (together with the Initial Issue) not to exceed £600 million of Ordinary Shares and/or C Shares. To the extent that applications under the Initial Issue exceed 300 million Ordinary Shares in aggregate, the Company, in consultation with Liberum, reserves the right to scale back applications in such amounts as it considers appropriate. The Company reserves the right to decline in whole or in part any application for Ordinary

Shares pursuant to the Initial Issue. Accordingly, applicants for Ordinary Shares may, in certain circumstances, not be allotted the number of Ordinary Shares for which they have applied.

There will be no priority given to applications under the Initial Placing, applications under the Intermediaries Offer or the Offer for Subscription Applications pursuant to the Initial Issue.

The Company will notify investors of the number of Ordinary Shares in respect of which their application has been successful and the results of the Initial Issue will be announced by the Company on or around 1 November 2018 via an RNS announcement.

Subscription monies received in respect of unsuccessful applications (or to the extent scaled back) will be returned by post at the risk of the applicant without interest at the risk of the applicant to the bank account from which the money was received if the applicant applied online. Alternatively a cheque will be sent to the address provided on the relevant application form, as applicable.

Initial Issue arrangements

The Placing Agreement contains provisions entitling Liberum or Zeus Capital to terminate the Initial Placing, the Intermediaries Offer and the Offer for Subscription (and the arrangements associated with them) at any time prior to First Admission in certain circumstances. If this right is exercised, the Initial Issue and these arrangements will lapse and any monies received in respect of the Initial Issue will be returned to applicants without interest.

The Placing Agreement provides for each of Liberum and Zeus Capital to be paid commissions in respect of the Ordinary Shares to be allotted pursuant to the Initial Issue. Any commissions received by Liberum and/or Zeus Capital may be retained, and any Ordinary Shares subscribed for by Liberum and/or Zeus Capital may be retained, or dealt in, by them for their own benefit.

Further details of the terms of the Placing Agreement are set out in paragraph 9 of Part VIII of this Prospectus.

General

The Net Proceeds, assuming target Gross Issue Proceeds of £200 million and that the costs and expenses of the Initial Issue are equal to 1.5 per cent. of the Gross Issue Proceeds (being the maximum capped costs and expenses to be borne by the Company pursuant to the Initial Issue), to the Company will amount to approximately £197 million, after the deduction of commissions relating to the Initial Issue and the other fees and expenses payable by the Company which are related to the Initial Issue which are expected to amount to £3 million in aggregate if 200 million Ordinary Shares are issued. The costs and expenses of the Initial Issue are expected to be lower than the capped amount in the event that the Gross Issue Proceeds are £200 million or more. The Net Asset Value per Ordinary Share at First Admission is expected to be £0.985.

Pursuant to anti money laundering laws and regulations with which the Company must comply in the UK and Guernsey, any of the Company and its agents, including the Administrator, the Depositary, the Registrar, the Receiving Agent, Liberum and Zeus Capital may require evidence in connection with any application for Ordinary Shares, including further identification of the Applicant(s), before any Ordinary Shares are issued.

In the event that there are any significant changes affecting any of the matters described in this Prospectus or where any significant new matters have arisen after the publication of the Prospectus and prior to First Admission, the Company will publish a supplementary prospectus. The supplementary prospectus will give details of the significant change(s) or the significant new matter(s). In the event that a supplementary prospectus is published prior to First Admission, potential investors in the Initial Issue will have a statutory right of withdrawal.

Clearing and settlement

Payment for the Ordinary Shares, in the case of the Initial Placing, should be made in accordance with settlement instructions to be provided to Placees by Liberum or Zeus Capital (as applicable). Payment for

Ordinary Shares applied for under the Offer for Subscription should be made in accordance with the instructions contained in the Offer for Subscription Application Form set out at the end of this Prospectus. Payment for Ordinary Shares applied for under the Intermediaries Offer should be made in accordance with the instructions provided by the relevant Intermediary. To the extent that any application for Ordinary Shares is rejected in whole or in part (whether by scaling back or otherwise), monies received will be returned without interest at the risk of the applicant.

Ordinary Shares will be issued in registered form and may be held in either certificated or uncertificated form and settled through CREST following First Admission. In the case of Ordinary Shares to be issued in uncertificated form pursuant to the Initial Issue, these will be transferred to successful applicants through the CREST system. Accordingly, settlement of transactions in the Ordinary Shares following First Admission may take place within the CREST system if any Shareholder so wishes.

CREST

CREST is a paperless settlement procedure operated by Euroclear enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. Upon First Admission, the Articles will 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 First Admission in respect of the Ordinary Shares issued under the Initial Issue and it is expected that the Ordinary Shares will be admitted with effect from that time. Accordingly, settlement of transactions in the Ordinary Shares following First Admission may take place within the CREST system if any Shareholder so wishes.

It is expected that the Company will arrange for Euroclear to be instructed on 6 November 2018 to credit the appropriate CREST accounts of the subscribers concerned or their nominees with their respective entitlements to Ordinary Shares. The names of subscribers or their nominees investing through their CREST accounts will be entered directly on to the share register of the Company.

The transfer of Ordinary Shares out of the CREST system following the Initial Issue should be arranged directly through CREST. However, an investor's beneficial holding held through the CREST system may be exchanged, in whole or in part, only upon the specific request of the registered holder to CREST for share certificates or an uncertificated holding in definitive registered form.

CREST is a voluntary system and Shareholders who wish to receive and retain share certificates will be able to do so. An investor applying for Ordinary Shares in the Initial Issue may elect to receive Ordinary Shares in uncertificated form if such investor is a system-member (as defined in the Regulations) in relation to CREST. If a Shareholder or transferee requests Ordinary Shares to be issued in certificated form and is holding such Ordinary Shares outside CREST, a share certificate will be despatched either to him or his nominated agent (at his risk) within 21 days of completion of the registration process or transfer, as the case may be, of the Ordinary Shares. Shareholders holding definitive certificates may elect at a later date to hold such Ordinary Shares through CREST or in uncertificated form provided they surrender their definitive certificates.

First Admission and dealings

First Admission is expected to take place and unconditional dealings in the Ordinary Shares are expected to commence on the London Stock Exchange at 8.00 a.m. on 6 November 2018 in respect of the Initial Issue. There will be no conditional dealings in the Ordinary Shares.

The ISIN number of the Ordinary Shares is GG00BGJYPP46 and the SEDOL code is BGJYPP4.

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

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, approximately two weeks following First Admission. 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 of members of the Company. No temporary documents of title will be issued.

Use of proceeds

The Directors intend to use the Gross Issue Proceeds of the Initial Issue, after paying the expenses (including the Initial Issue commissions) of the Initial Issue, to fund investments in accordance with the Company's investment policy (including the acquisition of the Initial Portfolio) as well as to fund the Company's operational expenses. Such expenses include: (i) acquisition costs and expenses (such as due diligence costs, legal, tax advice and taxes); (ii) the Management Fee; (iii) Directors' fees; and (iv) other operational costs and expenses. Following the Company's acquisition of the Initial Portfolio, suitable acquisition opportunities may not be immediately available. It is likely, therefore, that for a period following First Admission and at certain other times, the Company will have surplus cash.

The Directors expect that the annual running costs of the Company for the first year following First Admission will be approximately £1,263,320 per annum assuming Gross Issue Proceeds of £200 million, the reduced Management Fee applicable until 90 per cent. of the Net Proceeds have been invested and excluding costs relating to running companies and assets held as a result of future acquisitions. The Company will use the Net Proceeds of the Initial Issue initially to meet its running costs as necessary prior to making any investments.

Purchase and transfer restrictions

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to acquire or subscribe for, Ordinary Shares in any jurisdiction where such an offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company, the Investment Adviser, Liberum or Zeus Capital.

The Company has elected to impose the restrictions described below on the Initial Issue and on the future trading of the Ordinary Shares so that the Company will not be required to register the offer and sale of the Ordinary Shares under the Securities Act and will not have an obligation to register as an investment company under the Investment Company Act and related rules and also to address certain ERISA, Internal Revenue 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 holders of the Ordinary Shares to trade such securities. The Company and its agents will not be obligated 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 or other jurisdiction of the United States and the Ordinary Shares may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, US Persons (as defined in Regulation S), except pursuant to an exemption from or in a transaction not subject to, the registration requirements of the Securities Act. There will be no public offer of the Ordinary Shares in the United States. The Ordinary Shares are being offered and sold: (i) outside the United States to non-US Persons in reliance on Regulation S; and (ii) within the United States only to persons reasonably believed to be QIBs, as defined in Rule 144A under the Securities Act, that are also QPs, as defined in Section 2(a)(51) of the Investments Company Act, and who deliver to the Company and Liberum or Zeus Capital (as applicable) a signed Investor Representation Letter.

Moreover, the Company has not been and will not be registered under the Investment Company Act and investors will not be entitled to the benefits of the Investment Company Act. 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 as an investment company under the Investment Company Act.

Part VI: The Placing Programme

1. The Placing Programme

The Directors are authorised to allot Shares pursuant to the Placing Programme for an aggregate issue price (together with the Initial Issue) not to exceed £600 million of Ordinary Shares and/or C Shares, without having to offer those Shares to existing Shareholders first (to the extent that Ordinary Shares are issued at a Placing Programme Price equal to or greater than the applicable Net Asset Value per Ordinary Share). The total number of Shares issued under the Placing Programme will be determined by the Company, in consultation with Liberum, after taking into account demand for the Shares.

The net proceeds of the Placing Programme are dependent on: (i) the aggregate number of Ordinary Shares and/or C Shares issued pursuant to the Placing Programme; and (ii) the applicable Placing Programme Price at which any Ordinary Shares are issued pursuant to the Placing Programme.

Any C Shares issued pursuant to the Placing Programme will be issued at a fixed price of £1.00 per C Share. The expected expenses to be borne by the holders of C Shares in relation to any Subsequent Placing will be notified by the Company via an RNS announcement prior to the relevant Subsequent Placing.

Under the Placing Programme, each Ordinary Share will be made available to investors at a price calculated by reference to the prevailing cum-income Net Asset Value per Ordinary Share and a premium to cover the costs and expenses of the relevant Subsequent Placing (including without limitation, any placing commissions) and having regard to prevailing market conditions.

The Placing Programme Price of any Ordinary Shares to be issued pursuant to the Placing Programme will be notified by the Company via an RNS announcement prior to the relevant Subsequent Placing.

The costs and expenses of each Subsequent Placing that are payable by the Company are 1.25 per cent. of the gross proceeds of such Subsequent Placing (being the maximum capped amount of the costs and expenses that the Company will pay).

The Placing Programme is being implemented to satisfy market demand and to enable the Company to raise additional capital in the period from 6 November 2018 to 10 October 2019 should the Board determine that market conditions are appropriate. The Placing Programme is intended to be flexible and may have a number of closing dates in order to provide the Company with the ability to issue and allot Ordinary Shares and/or C Shares over a period of time.

The number of Shares available under the Placing Programme is intended to provide flexibility and should not be taken as an indication of the number of Shares to be issued. Any issues of Shares under the Placing Programme will be notified by the Company through an RNS announcement and the Company's website, www.Merian.com/Chrysalis, prior to each Programme Admission.

The Placing Programme is not being underwritten. The terms and conditions which shall apply to any subscription for Shares pursuant to the Placing Programme are contained in Part IX of this Prospectus.

Each Subsequent Placing is designed to be suitable for institutional, professional and highly knowledgeable investors (including those who are professionally advised) seeking exposure to a portfolio consisting primarily of equity or equity-related investments in unquoted companies which are incorporated or domiciled in, have their headquarters in or which conduct a predominant part of their activity in or derive a predominant amount of their revenues from, the United Kingdom. Such investors may wish to consult an independent financial adviser who specialises in advising on the acquisition of shares and other securities before investing in Shares issued under the Placing Programme.

2. Conditions

The Placing Programme is conditional, *inter alia*, on:

(i) the applicable Placing Programme Price being determined by the Company (following consultation with Liberum) (to the extent that Ordinary Shares are to be issued) as described below;

(ii) Programme Admission occurring in respect of the relevant issue of Shares under the Placing Programme; and

(iii) to the extent required under the Prospectus Rules and the FSMA, a valid supplementary prospectus being published by the Company.

In circumstances where these conditions are not met, the relevant issue of Shares pursuant to the Placing Programme will not take place.

3. Pricing

The Placing Programme Price will be determined by the Company (following consultation with Liberum) (to the extent that Ordinary Shares are to be issued by reference to the cum-income NAV per Ordinary Share and premium to cover the costs and expenses of the relevant Subsequent Placing). In determining the Placing Programme Price, the Directors will also take into consideration, *inter alia*, the prevailing market conditions at that time.

The Placing Programme Price in respect of Ordinary Shares will be notified via an RNS announcement as soon as practicable in conjunction with each issue.

C Shares issued under the Placing Programme will be issued at a Placing Programme Price of £1.00 per C Share.

4. Voting dilution

If 600 million Shares are issued pursuant to the Placing Programme, assuming that 200 million Ordinary Shares were issued in the Initial Placing and that Shareholders immediately after First Admission do not subscribe for Shares in the Placing Programme, there would be a dilution of approximately 66.66 per cent. in the voting control of existing Shareholders immediately after the Initial Placing.

5. Subscriber warranties

Each subscriber of Shares in the Placing Programme and each subsequent investor in the Shares will be deemed to have represented, warranted, acknowledged and agreed to the representations, warranties, acknowledgements and arrangements set out in Part IX of this Prospectus.

The Company, the Investment Adviser, Liberum, Zeus Capital and/or any other bookrunner, and their respective directors, officers, members, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements.

If any of the representations, warranties, acknowledgments or agreements made by the investor are no longer accurate or have not been complied with, the investor will immediately notify the Company.

6. Scaling back and allocation

The Directors are authorised to allot Shares pursuant to the Placing Programme for an aggregate issue price (together with the Initial Issue) not to exceed £600 million of Ordinary Shares and/or C Shares. Subject to the maximum limit on the Shares that may be issued pursuant to the Placing Programmes, there is no limit on the number of Ordinary Shares and C Shares that may be issued pursuant to any Subsequent Placing. The Company and Liberum reserve the right to scale back applications in such amounts as they consider appropriate. The Company reserves the right to decline in whole or in part any application for Shares pursuant to the Placing Programme. Accordingly, applicants for Shares may, in certain circumstances, not be allotted the number of Shares for which they have applied.

The Company will notify investors of the number of Shares in respect of which their application has been successful and the results of each issue under the Placing Programme will be announced by the Company via an RNS 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.

7. Placing Programme arrangements

Arrangements in respect of any issue of Shares under the Placing Programme will be entered into prior to the relevant Programme Admission.

8. General

Pursuant to anti-money laundering laws and regulations with which the Company must comply in the UK and Guernsey, the Company and its agents (and their agents) may require evidence in connection with any application for Shares, including further identification of the applicant(s), before any Shares are issued.

In the event that there are any significant changes affecting any of the matters described in this Prospectus or where any significant new matters have arisen after the publication of the Prospectus and prior to 10 October 2019, the Company will publish a supplementary prospectus. The supplementary prospectus will give details of the significant change(s) or the significant new matter(s). In the event that a supplementary prospectus is published after applications have been made in respect of a Subsequent Placing but before the relevant Programme Admission, applicants may have a statutory right of withdrawal.

9. Clearing and settlement

Payment for the Shares, in the case of the Placing Programme, should be made in accordance with settlement instructions to be provided to Placees. To the extent that any application for Shares is rejected in whole or in part (whether by scaling back or otherwise), monies received will be returned without interest at the risk of the applicant.

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

10. CREST

CREST is a paperless settlement procedure operated by Euroclear enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. Upon First Admission, the Articles will permit the holding of Shares under the CREST system. The Company has applied for the Ordinary Shares to be admitted to CREST with effect from First Admission in respect of the Ordinary Shares issued under the Initial Issue and it is expected that the Ordinary Shares will be admitted with effect from that time. Accordingly, settlement of transactions in the Ordinary Shares following First Admission may take place within the CREST system if any Shareholder so wishes. Prior to the issue of any C Shares, application will be made for the C Shares to be admitted to CREST with effect from the applicable Programme Admission.

The transfer of Shares out of the CREST system following an issue of Shares under the Placing Programme should be arranged directly through CREST. However, an investor's beneficial holding held through the CREST system may be exchanged, in whole or in part, only upon the specific request of the registered holder to CREST for share certificates or an uncertificated holding in definitive registered form.

CREST is a voluntary system and Shareholders who wish to receive and retain share certificates will be able to do so. An investor applying for Shares under the Placing Programme may elect to receive Shares in uncertificated form if such investor is a system-member (as defined in the Regulations) in relation to CREST. If a Shareholder or transferee requests Shares to be issued in certificated form and is holding such Shares outside CREST, a share certificate will be despatched either to him or his nominated agent (at his risk) within 21 days of completion of the registration process or transfer, as the case may be, of the Shares. Shareholders holding definitive certificates may elect at a later date to hold such Shares through CREST or in uncertificated form provided they surrender their definitive certificates.

11. Programme Admission and dealings

There will be no conditional dealings in Shares prior to each Programme Admission.

The ISIN number of the Ordinary Shares is GG00BGJYPP46 and the SEDOL code is BGJYPP4. The ISIN number of the C Shares is GG00BGJYPQ52 and the SEDOL code is BGJYPQ5.

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

The 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 Shares which are held in certificated form, transfers of those Shares will be certified against the register of members of the Company. No temporary documents of title will be issued.

12. Use of proceeds

The Directors intend to use the net proceeds of the Placing Programme to acquire investments sourced by the Investment Adviser in line with the Company's investment policy and to pay ongoing operational expenses. Suitable acquisition opportunities may not be immediately available. It is likely, therefore, that for a period following each Programme Admission and at certain other times, the Company will have surplus cash.

The net proceeds of the Placing Programme are dependent, among other things, on:

(i) the Directors determining to proceed with an issue of Shares under the Placing Programme;

(ii) the level of subscriptions received; and

(iii) the Placing Programme Price determined in respect of each Subsequent Placing.

13. Purchase and transfer restrictions

This Prospectus may not be published, distributed or transmitted by any means or media, directly or indirectly, in whole or in part, in or into the United States. This Prospectus does not constitute an offer to sell, or a solicitation of an offer to acquire or subscribe securities in the United States or in any jurisdiction where such an offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company, the Investment Adviser, Liberum or Zeus Capital.

The 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 the Shares may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, US Persons (as defined in Regulation S), except pursuant to an exemption from or in a transaction not subject to, the registration requirements of the Securities Act. There will be no public offer of the Shares in the United States. The Shares are being offered and sold: (i) outside the United States to non-US Persons in reliance on Regulation S; and (ii) within the United States only to persons reasonably believed to be QIBs, as defined in Rule 144A under the Securities Act, that are also QPs, as defined in Section 2(a)(51) of the Investments Company Act, and who deliver to the Company and Liberum or Zeus Capital (as applicable) a signed Investor Representation Letter.

Moreover, the Company has not been and will not be registered under the Investment Company Act and investors will not be entitled to the benefits of the Investment Company Act. No offer, purchase, sale or transfer of the Shares may be made except under circumstances which will not result in the Company being required to register as an investment company under the Investment Company Act.

The Company has elected to impose the restrictions described above on the Placing Programme and on the future trading of the Shares so that the Company will not be required to register the offer and sale of the Shares under the Securities Act and will not have an obligation to register as an investment company under the Investment Company Act and related rules and also to address certain ERISA, Internal Revenue 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 holders of the Shares to trade such securities. The Company and its agents will not be obligated to recognise any resale or other transfer of the Shares made other than in compliance with the restrictions described above.

Part VII: Guernsey and UK Taxation

GENERAL

The statements on taxation below are intended to be a general summary of certain Guernsey and UK tax consequences that may arise in relation to the Company and Shareholders. This is not a comprehensive summary of all technical aspects of the structure and is not intended to constitute legal or tax advice to investors. Prospective investors should familiarise themselves with, and where appropriate should consult their own professional advisers on, the overall tax consequences of investing in the Company. The statements relate to investors acquiring Shares for investment purposes only, and not for the purposes of any trade. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the Company is made will endure indefinitely. The tax consequences for each investor of investing in the Company may depend upon the investor's own tax position and upon the relevant laws of any jurisdiction to which the investor is subject.

GUERNSEY TAXATION

The Company

The Company intends to apply for exempt company status under the Income Tax (Exempt Bodies) (Guernsey) Ordinance, 1989 (as amended) (the "**Ordinance**") for the current calendar year. A company with exempt company status is treated as non-resident for the purposes of income tax. Exemption will be applied for annually and is granted, on payment of a fee, currently fixed at £1,200 per annum, provided that the States of Guernsey Income Tax Office is satisfied that the Company complies, and will continue to comply, with the provisions of the Ordinance. The Directors intend to manage the Company in such a way as to ensure that the Company at all times complies with the requirements of the Ordinance. As the Company should have no Guernsey source income other than relevant bank deposit income (which is not considered to be Guernsey source income), it will not be liable to income tax in Guernsey.

The Company is incorporated in Guernsey. The Directors intend to manage the operations of the Company so that it does not become tax resident in any other jurisdiction.

Withholding tax

Under Guernsey tax law, no withholding of tax should be required in respect of distributions to Shareholders if, at the time a distribution is made, the Company has tax exempt status.

In the event that the Company does not have tax exempt status at the time a distribution is made, it may be required to withhold tax at the applicable rate in respect of any distributions made (or deemed to have been made) to Shareholders who are Guernsey resident individuals.

Stamp duty

There is no stamp duty or equivalent tax payable in Guernsey on the issue, transfer or redemption of the Shares. In addition, Guernsey no longer charges document duty on the creation or increase of authorised share capital.

Goods and services tax

The States of Guernsey has passed enabling legislation for the introduction of a system of goods and services tax ("**GST**"), however, no decision as to the introduction of GST has been made.

Shareholders

Distributions made by the Company to Guernsey resident Shareholders may be taxed on the Shareholder at the standard income tax rate of 20 per cent. for individuals and 0 per cent. for corporations irrespective of whether the corporation is itself taxable in Guernsey on sources of income at a rate other than 0 per cent. The Company may be required to provide information to the Guernsey tax authorities about distributions made to Guernsey resident individuals. Distributions made by the Company to non-Guernsey resident

Shareholders, whether made during the life of the Company or by distribution on liquidation, will not be subject to Guernsey tax provided such payments are not taken into account in computing the profits of any permanent establishment situate in Guernsey through which such Shareholder carries on a business in Guernsey.

Shareholders, whether or not Guernsey resident, should not be liable to Guernsey tax on disposal of Shares in the Company if those Shares are held for investment purposes.

The Director of Income Tax can require the Company to provide the name and address of every Guernsey resident who, on a specified date, has a beneficial interest in Shares, with details of the interest.

Capital Taxes

Under current Guernsey tax law there is no liability to capital gains tax, wealth tax, capital transfer tax or estate or inheritance tax on the issue, transfer or realisation of the Shares (save for registration fees and ad valorem duty for a Guernsey grant of representation when the deceased dies leaving assets in Guernsey which required presentation of such a grant).

Anti-Avoidance

Guernsey has a wide-ranging anti-avoidance provision. This provision targets transactions where the effect of the transaction or series of transactions is the avoidance, reduction or deferral of a tax liability. At his discretion, the Director of Income Tax will make such adjustments to the tax liability to counteract the effect of the avoidance, reduction or deferral of the tax liability.

FATCA and the Common Reporting Standard

The governments of the United States and Guernsey have entered into the US Guernsey IGA related to implementing FATCA which is implemented through Guernsey's domestic legislation. Sections 1471 through 1474 of the US Tax Code impose a reporting and 30 per cent. withholding tax regime with respect to certain payments including certain non-US source payments (referred to as "**foreign passthru payments**") made by non-US financial institutions acting in the capacity of withholding agents pursuant to procedures established under FATCA beginning on the later of 1 January 2019 or the date of publication of final regulations defining foreign passthru payments.

Guernsey resident financial institutions that comply with the requirements of the US Guernsey IGA will be treated as compliant with FATCA and, as a result, will not be subject to withholding tax under FATCA on payments they receive and may not be required to withhold under FATCA on payments of non-US source income. The Company expects that it will be considered to be a Guernsey resident financial institution that will need to comply with the requirements of the US Guernsey IGA (as implemented through Guernsey's domestic legislation) and, as a result of such compliance, the Company should not be subject to FATCA withholding or be required to withhold under FATCA on payments of non-US source income.

The Company will be required to report to the Guernsey tax authorities certain holdings by and payments made to certain US investors of the Company, as well as to non-US financial institutions that are located in jurisdictions that do not have an intergovernmental agreement with the US, and have not themselves entered into a FATCA agreement with the IRS and such information will be onward reported by the Guernsey tax authorities to the US Internal Revenue Service under the Tax Information Exchange Agreement entered into between the United States and Guernsey.

Guernsey has also implemented the Common Reporting Standard or "CRS" regime with effect from 1 January 2016. Accordingly, reporting in respect of periods commencing on or after 1 January 2016 is required in accordance with the CRS (as implemented in Guernsey).

Under the CRS and legislation enacted in Guernsey to implement the CRS certain disclosure requirements are imposed in respect of certain investors who are, or are entities that are controlled by one or more natural persons who are, residents of any of the jurisdictions that have also adopted the CRS, unless a relevant exemption applies. Where applicable, information to be disclosed will include certain information about investors, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The CRS has been implemented through Guernsey's domestic legislation in accordance with

guidance issued by the Organisation for Economic Cooperation and Development ("**OECD**") as supplemented by guidance notes in Guernsey.

Under the CRS, disclosure of information will be made to the Director of Income Tax in Guernsey for transmission to the tax authorities in other participating jurisdictions.

In subscribing for or acquiring Ordinary Shares, each Shareholder is agreeing, upon the request of the Company or its delegate, to provide such information as is necessary to comply with FATCA, the Common Reporting Standard and other similar regimes and any related legislation, intergovernmental agreements and/or regulations.

Investors should consult with their respective tax advisers regarding the possible implications of FATCA, the CRS and any similar regimes concerning the automatic exchange of information any other related legislation, intergovernmental agreements and/or regulations on their investment in the Company.

UNITED KINGDOM TAXATION

The following paragraphs are intended only as a general guide and are based on current UK Tax legislation and HM Revenue & Customs ("**HMRC**") published practice, which is subject to change at any time (possibly with retrospective effect). They are of a general nature and do not constitute tax advice and apply only to Shareholders who are resident in the UK, who are the absolute beneficial owners of their Shares and who hold their Shares as an investment. They do not address the position of certain classes of Shareholders such as dealers in securities, insurance companies or collective investment schemes or Shareholders who have acquired their Ordinary Shares in connection with an office or employment, who may be subject to special rules. If you are in any doubt as to your tax position or if you are subject to tax in a jurisdiction outside the UK, you should consult an appropriate professional adviser without delay.

Any statements made in respect of tax rates for individual UK Shareholders assume that the Shareholder is a UK resident individual who is neither a Scottish taxpayer nor a Welsh taxpayer. Different tax rates may apply to UK resident individuals who are Scottish taxpayers or Welsh taxpayers.

The Company

The Directors intend that the affairs of the Company should be managed and conducted so that it does not become resident in the UK for UK taxation purposes. Furthermore, section 363A Taxation (International and Other Provisions) Act 2010 provides an override to the general tax residency rules so that a non-UK incorporated company that would otherwise be tax resident in the UK will not be so resident if it is an AIF (within the meaning of the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773)) that meets certain conditions. The Directors have been advised that the Company should be considered an AIF that falls within this override. Accordingly, and provided that the Company does not carry on a trade in the UK through a permanent establishment, the Company will not be subject to UK income tax or corporation tax on its profits other than on any UK source income. Certain interest and other income received by the Company which has UK source may be subject to withholding taxes in the UK.

Shareholders

Taxation of dividends

For individual Shareholders resident in the UK, the first £2,000 of dividends and dividend distributions received or accumulated in each tax year are free of income tax (the "**dividend allowance**").

Where an individual's dividends and dividend distributions from all sources exceed the dividend allowance, the excess will be liable to income tax at the dividend tax rates reflecting the Shareholder's highest rate of tax. These rates are 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. Dividends received within a Shareholder's dividend allowance count towards total taxable income and affect the rate of tax due on any dividends received exceeding it.

A UK resident corporate Shareholder will be liable to UK corporation tax (currently 19 per cent.) unless the dividend falls within one of the exempt classes set out in Part 9A of the Corporation Tax Act 2009. It is likely that dividends will fall within one of such exempt classes for companies that are not "small" for the purposes

of Part 9A of the Corporation Tax Act 2009. UK resident companies which are "small" are likely to be subject to UK corporation tax on distributions received from the Company, but this may change once the new UK and Guernsey Double Taxation Treaty, which was agreed on 2 July 2018, is ratified and comes into force. Shareholders within the charge to UK corporation tax are advised to consult their independent professional tax advisers to determine whether dividends received will be subject to UK corporation tax.

Chargeable gains

Individual Shareholders who are resident in the UK may be liable to UK taxation on capital gains arising from the sale or other disposal of Ordinary Shares. Individuals generally compute their gains by deducting from the net sale proceeds the capital gains base cost in respect of their Ordinary Shares. The resulting gains will be taxable at the capital gains tax rate applicable to the individual (currently 10 per cent. for basic rate taxpayers and 20 per cent. for those whose total income and chargeable gains are above the higher rate threshold), and may be reduced by capital losses brought forward from previous tax years or losses in the year, and by annual exemptions (the annual exemption from capital gains tax for UK resident individuals is £11,700 for 2018/19).

Shareholders within the charge to UK corporation tax may be subject to corporation tax (currently 19 per cent.) on chargeable gains in respect of any gain arising on a disposal of Shares. Indexation allowance has been frozen with effect from 31 December 2017 and will therefore not be available to Shareholders.

Subject to the paragraph below (dealing with temporary non-residents) Shareholders who are not resident in the UK for UK tax purposes will not generally be subject to UK tax on chargeable gains, unless they carry on a trade, profession or vocation in the UK through a branch or agency or (in the case of a company) permanent establishment and the Ordinary Shares disposed of are used, held or acquired for the purposes of that branch, agency or permanent establishment. However, Shareholders who are not resident in the UK may be subject to charges to foreign taxation depending on their personal circumstances.

A Shareholder who is an individual, who has ceased to have sole UK residence for tax purposes in the UK for a period of less than five years and who disposes of Ordinary Shares during that period may be liable to UK taxation on capital gains (subject to any available exemption or relief). If applicable, the tax charge will arise in the tax year that the individual returns to the UK.

C Shares

The C Shares will convert into New Ordinary Shares on the basis of the Conversion Ratio as set at the Conversion Time, unless the Company exercises its discretion to redeem the C Shares prior to the Conversion Time. The conversion will be treated as a reorganisation of share capital for UK tax purposes. Accordingly, the New Ordinary Shares will be treated as the same asset as the Shareholder's holding of C Shares and as having been acquired at the same time as the Shareholder's holding of C Shares was acquired. The amount of subscription money paid (if any) for such New Ordinary Shares will be added to the base cost of the existing holding of C Shares. The definitions contained in paragraph 3.23 of Part VIII shall also apply to this paragraph.

Other UK tax considerations

The Directors have been advised that the Company should not be an offshore fund for the purposes of UK taxation and the provisions of Part 8 of the Taxation (International and Other Provisions) Act 2010 should not apply.

The attention of UK resident Shareholders is drawn to the provisions of section 13 of the Taxation of Chargeable Gains Act 1992 under which, in certain circumstances, a portion of capital gains made by the Company can be attributed to a Shareholder who holds, alone or together with associated persons, more than 25 per cent. of the interests in the Company by reason of their holding of Ordinary Shares or, if applicable, C Shares. This applies if the Company is a close company for the purposes of UK taxation. It is not anticipated that the Company would be regarded as a close company if it were resident in the UK although this cannot be guaranteed.

The attention of individuals resident in the UK for taxation purposes is drawn to the provisions of sections 714 to 751 of the Income Tax Act 2007. These sections contain anti-avoidance legislation dealing with the transfer of assets to overseas persons in circumstances which may render such individuals liable to taxation in respect of undistributed profits of the Company unless a defence applies and is claimed by the taxpayer.

The attention of companies resident in the UK is drawn to the controlled foreign companies legislation contained in Part 9A of the Taxation (International and Other Provisions) Act 2010. Broadly, a charge may arise to UK tax resident companies if the Company is controlled directly or indirectly by persons who are resident in the UK, it has profits which are attributable to its significant people functions and one of the exemptions does not apply.

The attention of Shareholders resident in the UK is drawn to the provisions of (in the case of a UK resident individual Shareholder) Chapter 1 of Part 13 Income Tax Act 2007 and (in the case of a UK resident corporate Shareholder) Part 15 of the Corporation Tax Act 2010, which give powers to HMRC to cancel tax advantages derived from certain transactions in securities.

Stamp duty and stamp duty reserve tax ("SDRT")

The following comments are intended as a guide to the general UK stamp duty and SDRT position and do not relate to persons such as market makers, brokers, dealers, intermediaries and persons connected with depository arrangements or clearance services to whom special rules apply.

No UK stamp duty or SDRT will be payable on the issue of the Ordinary Shares or C Shares.

UK stamp duty will generally not be payable on a transfer of Ordinary Shares or C Shares, provided that all instruments effecting or evidencing the transfer (or all matters or things done in relation to the transfer) are executed and retained outside the UK, and no matters or actions relating to the transfer are performed in the UK.

Provided that Ordinary Shares and/or C Shares are not registered in any register of the Company kept in the UK and are not paired with shares issued by a UK company, any agreement to transfer Ordinary Shares and/or C Shares should not be subject to SDRT or UK stamp duty.

ISAs and SIPPs

UK resident individuals who are considering acquiring Ordinary Shares and/or C Shares are recommended to consult their own tax and/or investment advisers in relation to the eligibility of the Ordinary Shares and/or C Shares for Individual Savings Accounts ("**ISAs**") and self-invested pension plans ("**SIPPs**").

New Shares allotted under the Offer for Subscription and (on the basis of HMRC's current published guidance) the Intermediaries Offer should generally be eligible for inclusion in a stocks and shares ISA (subject to the applicable subscription limits set out below and other eligibility requirements). New Shares allotted under the Initial Placing and the Placing Programme are not eligible for inclusion in an ISA. However Ordinary Shares and C Shares acquired by an account manager by purchase in the secondary market should generally be eligible for inclusion in a stocks and shares ISA (subject to the applicable subscription limits set out below and other eligibility requirements). The annual ISA subscription limit for a qualifying individual is currently £20,000 in aggregate (for the tax year 2018/2019).

The Ordinary Shares and C Shares should also qualify as a permissible asset for inclusion in a SIPP, subject to the individual terms of, and the discretion of the trustees or providers (as applicable) of, that SIPP.

Part VIII: Additional Information

1. The Company

(a) The Company is an investment company limited by shares, registered and incorporated in Guernsey under the Companies Law on 3 September 2018, with registered number 65432. The Company has been registered with the GFSC as a registered closed-ended collective investment scheme under the RCIS Rules and the POI Law. The registered office and principal place of business of the Company is 3rd Floor, 1 Le Truchot, St Peter Port, Guernsey, GY1 1WD, and the telephone number is +44 (0)1481 749 360. The statutory records of the Company will be kept at this address. The Company operates under the Companies Law, has no employees and does not own any premises.

(b) The registrar of the Company is Computershare Investor Services (Guernsey) Limited. They will be responsible for maintaining the register of members of the Company.

2. Share and loan capital of the Company

(a) On incorporation, the issued share capital of the Company was one redeemable ordinary share with no par value, which was subscribed by the Investment Adviser, being the subscriber to the Company's memorandum of incorporation. This ordinary share will be redeemed by the Company on First Admission.

(b) Set out below is the issued share capital of the Company as at the date of this Prospectus:

	Aggregate Nominal value (£)	*Number*
Ordinary shares	0	1

(c) Set out below is the issued share capital of the Company as it will be following the Initial Issue (assuming that 200 million Shares are allotted):

	Aggregate Nominal value (£)	*Number*
Ordinary Shares	0	200 million

(d) The effect of the Initial Issue will be to increase the net assets of the Company. On the assumption that the Initial Issue is subscribed as to 200 million Shares, the fundraising is expected to increase the net assets of the Company by a minimum of £197 million. The Initial Issue is expected to be earnings enhancing.

(e) The Directors have absolute authority to allot the Shares under the Articles and are expected to resolve to do so shortly prior to First Admission in respect of the Shares to be issued pursuant to the Initial Issue. Similarly, where any Shares are to be issued pursuant to the Placing Programme, the Directors will resolve to allot the relevant Shares shortly prior to the relevant Subsequent Placing.

(f) Pursuant to a written special resolution of the subscriber to the Memorandum dated 8 October 2018, pre-emption rights have been disapplied in respect of up to 600 million Ordinary Shares or C Shares (such figure to include the Ordinary Shares issued pursuant to the Initial Issue and the Shares to be issued pursuant to the Placing Programme). Such authority shall last until the second annual general meeting of the Company.

(g) Pursuant to a written ordinary resolution of the subscriber to the Memorandum dated 8 October 2018, the Directors have been granted general authority to purchase in the market up to 74,950,000 Ordinary Shares (or, if lower, up to 14.99 per cent. of the Ordinary Shares in issue immediately following First Admission) at a price not exceeding the last reported NAV per Ordinary Share as at the time of purchase, and such purchases will only be made in accordance with: (a) the Listing Rules, which currently provide that the maximum price to be paid per Share must not be more than the higher of: (i) five per cent. above the average of the mid-market values of the Ordinary Shares for the five Business Days before the purchase is made; or (ii) the higher of: (1) the price of the last independent trade; and (2) the highest current independent bid for a Share on the trading venues where the market purchases

by the Company pursuant to the authority conferred by that resolution will be carried out; and (b) the Companies Law, which provides among other things that any such purchase is subject to the Company passing the solvency test contained in the Companies Law at the relevant time. The Directors intend to seek annual renewal of this authority from the Shareholders at the Company's annual general meetings.

(h) The Shares will be issued and created in accordance with the Articles and the Companies Law.

(i) The Shares are in registered form and, from the relevant Admission, will be capable of being held in uncertificated form and title to such Shares may be transferred by means of a relevant system (as defined in the CREST Regulations). Where the Shares are held in certificated form, share certificates will be sent to the registered members or their nominated agent (at their own risk) within 10 days of the completion of the registration process or transfer of the Shares, as the case may be. Where Shares are held in CREST, the relevant CREST stock account of the registered members will be credited. The Registrar, whose registered address is set out on page 42 of this Prospectus, maintains a register of Shareholders holding their Shares in CREST.

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

(k) Each class of Share will be listed on the premium segment of the Official List and will be traded on the Main Market of the London Stock Exchange. The Shares are not listed or traded on, and no application has been or is being made for the admission of the Shares to listing or trading on, any other stock exchange or securities market.

(l) The Shares are in registered form and, from First Admission or the relevant Programme Admission (as applicable), will be capable of being held in uncertificated form and title to such Shares may be transferred by means of a relevant system (as defined in the Regulations). Where the Shares are held in certificated form, share certificates will be sent to the registered members or their nominated agent (at their own risk) within 10 Business Days of the completion of the registration process or transfer, as the case may be, of the Shares. Where Shares are held in CREST, the relevant CREST stock account of the registered members will be credited. The Registrar, whose registered address is set out on page 42 of this Prospectus, maintains a register of Shareholders holding their Shares in CREST.

(m) Ordinary Shares are being issued pursuant to the Initial Issue at a price of £1.00 per Ordinary Share which represents a premium of £1.00 over their nominal value of no par value each. No expenses are being charged to any subscriber or purchaser.

(n) The Listing Rules allow for disapplication of pre-emption rights which may be waived by a special resolution of the Shareholders, either generally or specifically, for a maximum period not exceeding five years. There are no provisions of Guernsey law which confer rights of pre-emption in respect of the allotment of shares. The Articles do, however, contain pre-emption rights in relation to allotments of Shares for cash. As set out in 2(f) above, the Company has disapplied these pre-emption rights in respect of a defined number of Ordinary Shares and C Shares. Such authority shall last until the second annual general meeting of the Company.

(o) Each new Share will rank in full for all dividends and distributions declared made or paid after their issue and otherwise *pari passu* in all respects with each existing Share of the same class and will have the same rights (including voting and dividend rights and rights on a return of capital) and restrictions as each existing Share of the same class, as set out in the Articles. The Shares will be denominated in Sterling.

3. Articles

3.1 Under the Memorandum the objects of the Company are unrestricted. The Memorandum is available for inspection at the addresses specified in paragraph 1 of this Part VIII.

3.2 The following is a summary of certain provisions of the Articles:

3.3 ***Definitions***

The following definitions apply for the purposes of this Part VIII in addition to, or (where applicable) in substitution for, the definitions applicable elsewhere in this Prospectus:

"**Authorised Operator**" means the authorised operator (as defined in the Regulations) of an Uncertificated System;

"**CFTC**" means the United States Commodity Futures Trading Commission;

"**Commodity Exchange Act**" means the United States Commodity Exchange Act, 1936, as amended or any substantially equivalent successor legislation;

"**Disclosure Notice**" has the meaning set out in sub-paragraph 3.7.1 below;

"**equity securities**" means shares or a right to subscribe for or convert securities into shares;

"**ERISA**" means the United States Employee Retirement Income Security Act of 1974, as amended, and applicable regulations thereunder;

"**Regulations**" means The Uncertificated Securities (Guernsey) Regulations, 2009;

"**Rules**" means the rules, including any manuals, issued from time to time by an Authorised Operator governing the admission of securities to and the operation of the Uncertificated System managed by such Authorised Operator;

"**Uncertificated System**" means any computer based system and its related facilities and procedures that are provided by an Authorised Operator and by means of which title to units of a security (including shares) can be evidenced and transferred in accordance with the Regulations without a written certificate or instrument; and

"**U.S. Code**" means the United States Internal Revenue Code of 1986, as amended.

3.4 ***Ordinary Shares***

3.4.1 *Dividends*

Holders of Ordinary Shares are entitled to receive, and participate in, any dividends and other distributions of the Company available for dividend or distribution other than in relation to assets attributable to any class of C Share.

3.4.2 *Winding-up*

On a winding-up of the Company, the holders of Ordinary Shares shall have the rights set out in the Articles, as summarised in paragraph 3.20 below.

3.4.3 *Voting*

Subject to any special rights, restrictions or prohibitions regarding voting for the time being attached to any Ordinary Shares, holders of Ordinary Shares shall have the right to receive notice of and to attend, speak and vote at general meetings of the Company and each holder being present in person or by proxy shall upon a show of hands have one vote and upon a poll one vote in respect of every Ordinary Share that they hold. For Shareholder resolutions in respect of a winding up of the Company, each class of Shares will vote as a separate class. For all other resolutions, the holders of Ordinary Shares and each class of C Shares shall vote as one class.

3.5 ***C Shares***

The Directors may, if they consider it appropriate, issue further shares as "C Shares". C Shares constitute a temporary and separate class of shares which are issued at a fixed price determined by the Company. The rights attaching to the C Shares are set out in paragraph 3.23 of this Part VIII.

3.6 ***Share Capital***

3.6.1 The Company may issue an unlimited number of Shares of a par value and/or a no par value or a combination of both. Shares may be denominated in any currency and different classes of shares may be denominated in different currencies (or no currency in the case of shares of no par value).

3.6.2 Subject to the provisions of the Companies Law and without prejudice to any rights attached to any existing Shares or class of Shares or to the provisions of the Articles, any Share may be issued with such preferred, deferred, conversion or other rights or restrictions as the Company may by ordinary resolution direct, subject to or in default of any such direction, as the Directors may determine.

3.6.3 The Company may issue fractions of Shares and any such fractional Shares shall rank *pari passu* in all respects with the other Shares of the same class issued by the Company.

3.6.4 The Company may from time to time hold its own Shares as treasury shares.

3.6.5 The Company may acquire its own Ordinary Shares. Any such Ordinary Shares acquired by the Company may be cancelled or may be held as treasury shares, subject to and in accordance with the Companies Law.

3.6.6 Subject to the provisions of the Companies Law, the Company may give financial assistance, as defined in the Companies Law, directly or indirectly for the purposes of or in connection with the acquisition of its Shares.

3.6.7 The Company may issue Shares which are, or at the option of the Company or the holder are, liable to be redeemed and convert all or any class of its Shares into redeemable shares. To the extent that a Continuation Resolution is not passed, the Directors may in their sole discretion determine to compulsorily redeem the shares of any class in issue, the number of such shares to be redeemed to be determined, amongst other things, by reference to the amount of the Net Proceeds which have not yet been deployed in accordance with the Company's investment objective and policy.

3.6.8 The Company may issue Shares which do not entitle the holder to voting rights in any general meeting or entitle the holder to restricted voting rights in any general meeting.

3.6.9 Whenever the capital of the Company is divided into different classes of Shares the rights attached to any class may (subject to the terms of issue of the Shares of that class) be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding-up:

(A) with the consent in writing of the holders of at least 75 per cent. of the issued Shares of that class; or

(B) with the sanction of a special resolution passed at a separate meeting of the holders of the Shares of that class.

3.6.10 All the provisions of the Articles relating to general meetings of the Company or to the proceedings thereat shall, *mutatis mutandis*, apply to every such separate meeting except that, in accordance with the Companies Law:

(A) the necessary quorum shall be two persons present in person or represented by proxy (but so that if at any adjourned meeting of such holders a quorum is not present, one person present holding shares of the relevant class shall be a quorum) provided always that where the class has only one member, that member shall constitute the necessary quorum; and

(B) any holder of shares of the class in question may demand a poll.

3.6.11 The special rights conferred upon the holders of any Shares or class of Shares issued with preferred, deferred or other rights shall (unless otherwise expressly provided by the terms of issue of such shares) be deemed not to be varied by the creation or issue of further shares ranking *pari passu* therewith and, for the avoidance of doubt, the issue of C Shares shall not be treated as varying the rights attaching to Ordinary Shares and the issue of Ordinary Shares shall not be treated as varying the rights attaching to C Shares or by the exercise of any power under the disclosure provisions requiring holders of shares to disclose an interest in the Company's shares pursuant to the Articles.

3.6.12 Subject to the provisions of the Companies Law, the Articles, and any resolution of the Company, the Directors have general and unconditional authority:

(A) to allot, issue (with or without conferring rights of renunciation), grant warrants, options or other rights over, offer or otherwise deal with or dispose of unissued Shares of the Company of an unlimited number or an unlimited aggregate value or rights to subscribe or convert any security into Shares; or

(B) to sell, transfer or cancel any treasury shares held by the Company,

in any such case to such persons, at such times and on such terms and conditions as the Directors may decide. The Directors may designate the unissued Shares upon issue as Ordinary Shares, C Shares or such other class or classes of Shares (and denominated in any currency or currencies as the Directors may determine) or as Shares with special or other rights as the Directors may then determine.

3.6.13 The Company may exercise the powers of paying commissions and in such an amount or at such a percentage rate as the Directors may determine. Subject to the provisions of the Companies Law any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of Shares pay such brokerage as may be lawful.

3.6.14 Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust and (except as otherwise provided by the Articles or by law) the Company shall not be bound by or recognise (even when having notice thereof) any interest in any share except an absolute right to the entirety thereof in the holder.

3.7 ***Disclosure Notice***

3.7.1 The Company may, by notice in writing (a "**Disclosure Notice**") require a person whom the Company knows to be or have reasonable cause to believe is or, at any time during the 3 years immediately preceding the date on which the Disclosure Notice is issued, to have been interested in any Shares:

(A) to confirm that fact or (as the case may be) to indicate whether or not it is the case; and

(B) to give such further information as may be required in accordance with the Articles, as summarised in sub-paragraph 3.7.2 below.

3.7.2 A Disclosure Notice may (without limitation) require the person to whom it is addressed:

(A) to give particulars of the person's status (including whether such person is a Non-Qualified Holder), domicile, nationality and residency;

(B) to give particulars of his own past or present interest in any Shares (held by him at any time during the 3 year period specified in the Articles, as summarised in sub-paragraph 3.7.1 above) and the nature of such interest;

(C) to disclose the identity of any other person who has a present interest in the Shares held by him (or held by him at any time during the 3 year period specified in the Articles, as summarised in sub-paragraph 3.7.1 above);

(D) where the interest is a present interest and any other interest in any Shares subsisted during that 3 year period at any time when his own interest subsisted, to give (so far as

is within his knowledge) such particulars with respect to that other interest as may be required by the Disclosure Notice; and

(E) where his interest is a past interest to give (so far as is within his knowledge) such particulars of the identity of the person who held that interest immediately upon his ceasing to hold it.

3.7.3 Any Disclosure Notice shall require any information in response to such notice to be given within the prescribed period (which is 28 days after service of the notice or 14 days if the Shares concerned represent 0.25 per cent. or more in number of the issued Shares of the relevant class) or such other reasonable period as the Directors may determine.

3.7.4 If any member is in default in supplying to the Company the information required by the Company within the prescribed period or such other reasonable period as the Directors determine, the Directors in their absolute discretion may serve a direction notice on the member (a "**Direction Notice**"). The Direction Notice may direct that in respect of the Shares in respect of which the default has occurred (the "**Default Shares**") the member shall not be entitled to vote in general meetings or class meetings. Where the Default Shares represent at least 0.25 per cent. in number of the class of Shares concerned, the Direction Notice may additionally direct that dividends on such Shares will be retained by the Company (without interest) and that no transfer of the Default Shares (other than a transfer authorised under the Articles) shall be registered until the default is rectified. Subject always to the Regulations and the Rules, the requirements of the UK Listing Authority and the London Stock Exchange, where the Directors have any grounds to believe that such Default Shares, are held by or for the benefit of or by persons acting on behalf of a Non-Qualified Holder, the Directors may at their discretion deem the Default Shares to be held by, or on behalf of or for the benefit of, a Non-Qualified Holder (as the Directors may determine) and that the provisions of the Articles, as summarised in sub-paragraph 3.10.7 below, should apply to such Default Shares.

3.8 ***Pre-emption rights***

3.8.1 Save to the extent that a special resolution disapplying the following pre-emption rights has been passed by Shareholders, the Company shall not allot and issue equity securities, nor sell them from treasury, for cash on any terms to a person unless:

(A) it has made an offer to each person who holds equity securities of the same class in the Company to allot to him on the same or more favourable terms a proportion of those equity securities that is as nearly as practicable equal to the proportion in number held by him of the share capital of the Company of that class; and

(B) the period during which any such offer may be accepted has expired or the Company has received a notice of the acceptance or refusal of every offer so made from such Shareholders,

provided that the Directors may impose such exclusions and/or make such other arrangements as they deem necessary or expedient in relation to fractional entitlements or having regard to any legal or practical problems arising under the laws of any overseas territory or the requirements of any regulatory body or stock exchange in any territory or otherwise.

3.8.2 Securities that the Company has offered to allot to a holder of equity securities in accordance with sub-paragraph 3.8.1 above may be issued to him, or anyone in whose favour he has renounced his right to their allotment, without contravening the restriction referred to in sub-paragraph 3.8.1.

3.8.3 An offer required to be made by the Company pursuant to the restriction referred to in sub-paragraph 3.8.1 should be made by a notice in writing (given in accordance with the Articles) and must state a period of not less than 14 days during which it may be accepted and the offer shall not be withdrawn before the end of that period.

3.8.4 Shares held by the Company as treasury shares are disregarded for the purposes of the restriction referred to in sub-paragraph 3.8.1, so that the Company is not treated as a person

who holds Shares; and equity securities held as treasury shares are not treated as forming part of the share capital of the Company.

3.8.5 Notwithstanding sub-paragraphs 3.8.1 to 3.8.4, the Directors may be given by virtue of a special resolution the power to issue, or sell from treasury, equity securities either generally or in respect of a specific issue, or sale from treasury, such that

(A) sub-paragraph 3.8.1 shall not apply to the issue of Ordinary Shares or C Shares or otherwise, or sale of Ordinary Shares or C Shares or otherwise from treasury; or

(B) sub-paragraph 3.8.1 shall only apply to the issue of Ordinary Shares or C Shares or otherwise, or sale of Ordinary Shares or C Shares or otherwise from treasury with such modifications as the directors may determine; and

(C) the authority granted by the special resolution may be granted for such period of time as the special resolution permits and such authority may be revoked, repealed or varied by a further special resolution,

provided that such special resolution must:

(D) state the maximum number of equity securities in respect of which sub-paragraph 3.8.1 excluded or modified; and

(E) specify the date on which such exclusion or modifications will expire, which must be not more than five years from the date on which the resolution is passed.

3.8.6 Any such special resolution passed may:

(A) be renewed or further renewed by a further special resolution for a further period not exceeding five years; and

(B) be revoked or varied at any time by a further special resolution.

3.8.7 Notwithstanding that any such special resolution may have expired, the Directors may issue or sell from treasury equity securities in pursuance of an offer or agreement previously made by the Company, if the special resolution enabled the Company to make an offer or agreement which would or might require equity securities to be issued or sold from treasury after it expired.

3.8.8 The restriction referred to in sub-paragraph 3.8.1 shall not apply in relation to the issue of:

(A) bonus shares, shares issued in lieu of dividend or distribution, nor to a particular issue of equity securities if they are, or are to be wholly or partly paid otherwise than in cash; or

(B) equity securities in connection with a rights issue, open offer or other offer of securities in favour of the holders of shares or a class of shares at such record date as the Directors may determine where the securities attributable to the interests of holders of shares or a class of shares are proportionate (as near as may be practicable) to the respective number of shares of that class held by them on such record date, subject to such conditions or other arrangements as the Directors may deem necessary or expedient.

3.8.9 The pre-emption rights described above have been disapplied in relation to the issue of Shares in connection with the Initial Issue and subsequent issues of Ordinary Shares and C Shares by the passing of the special resolution referred to in paragraph 2.5 of this Part VIII.

3.9 ***Untraced Shareholders***

The Company may sell the share of a member or of a person entitled by transmission at the best price reasonably obtainable at the time of sale if, in accordance with the terms of the Articles, that person has not claimed or accepted dividends declared over a period of time and has not responded to advertisements of the Company.

3.10 ***Transfer of Shares***

3.10.1 Subject to the terms of the Articles:

(A) any Shareholder may transfer all or any of his uncertificated shares by means of an Uncertificated System authorised by the Directors in such manner provided for, and subject as provided in the Regulations and the Rules, no provision of the Articles shall apply in respect of an uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the shares to be transferred;

(B) any Shareholder may transfer all or any of his certificated shares by an instrument of transfer in any usual form or in any other form which the Directors may approve; and

(C) an instrument of transfer of a certificated share shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee. An instrument of transfer of a certificated share need not be under seal.

3.10.2 The Directors may, in their absolute discretion and without giving a reason, refuse to transfer, convert or register any transfer of any Share in certificated form or uncertificated form (subject to the paragraph below) which is not fully paid or on which the Company has a lien, provided in the case of a listed or quoted Share that this would not prevent dealings in the Share from taking place on an open and proper basis on the London Stock Exchange. In addition, the Directors may refuse to register a transfer of Shares if:

(A) it is in respect of more than one class of Shares;

(B) it is in favour of more than four joint transferees;

(C) in relation to a Share in certificated form, having been delivered for registration to the registered office or such other place as the Directors may decide, it is not accompanied by the certificate for the Shares to which it relates and/or such other evidence as the Directors may reasonably require to prove title of the transferor and the due execution by him of the transfer or, if the transfer is executed by some other person on his behalf, the authority of that person to do so; or

(D) the transfer is in favour of any Non-Qualified Holder.

3.10.3 The Directors may only decline to register a transfer of an uncertificated Share in the circumstances set out in the Regulations and the Rules, where, in the case of a transfer to joint holders, the number of joint holders to whom the uncertificated share is to be transferred exceeds four.

3.10.4 If the Directors refuse to register a transfer of a Share they shall, within two months after the date on which the instrument of transfer was lodged with the Company, send to the transferor and the transferee notice of the refusal.

3.10.5 Subject to such restrictions (if any) as may be imposed by the Regulations and/or the Rules, the registration of transfers of Shares or of transfers of any class of Shares may be suspended by giving such notices as may be required by the Regulations and the Rules at such times and for such periods (not exceeding thirty days in any year) as the Directors may determine.

3.10.6 No fee shall be charged for the registration of any instrument of transfer or, subject as otherwise provided in the Articles, any other document relating to or affecting the title to any Share.

3.10.7 If it shall come to the notice of the Directors that any Shares are owned directly or, indirectly by a Non-Qualified Holder, the Directors may serve a notice (a "**Transfer Notice**") upon the person (or any one of such persons where Shares are registered in joint names) appearing in the register as the holder (the "**Vendor**") of any of the Shares concerned (the "**Relevant Shares**") requiring the Vendor within twenty-one days (or such extended time as in all the circumstances the Directors consider reasonable) to transfer (and/or procure the disposal of interests in) the Relevant Shares to another person who, in the sole and conclusive determination of the directors, is not a Non-Qualified Holder (such a person being hereinafter

called an "**Eligible Transferee**"). On and after the date of such Transfer Notice, and until registration of a transfer of the Relevant Shares to which it relates pursuant to the provisions referred to in this sub paragraph 3.10.7, the rights and privileges attaching to the Relevant Shares will be suspended and not capable of exercise.

3.10.8 If within twenty-one days after the giving of a Transfer Notice (or such extended time as in all the circumstances the Directors consider reasonable) the Transfer Notice has not been complied with to the satisfaction of the Directors, the Company may sell the Relevant Shares on behalf of the holder of them by instructing a member of the London Stock Exchange to sell them on arm's length terms to any Eligible Transferee or Eligible Transferees. For this purpose the Directors may authorise in writing any officer or employee of the Company or any officer or employee of the secretary of the Company or of any manager that may be appointed to transfer the Relevant Shares on behalf of the holder of them to the purchaser or purchasers and an instrument of transfer executed by that person will be as effective as if it had been executed by the holder of, or the person entitled by transmission to, the Relevant Shares. The purchaser will not be bound to see the application of the purchase monies nor will its title to the Relevant Shares be affected by an irregularity or invalidity in the proceedings relating to the sale or by the price at which the Relevant Shares are sold. The net proceeds of the sale of the Relevant Shares will be received by the Company, whose receipt will be a good discharge for the purchase moneys, and will belong to the Company and, upon their receipt, the Company will become indebted to the former holder of, or person entitled by transmission to, the Relevant Shares for an amount equal to the net proceeds of transfer upon surrender by it or them, in the case of certificated Shares, of the certificate for the Relevant Shares which the Vendor shall immediately be obliged to deliver to the Company. No trust will be created in respect of the debt and no interest will be payable in respect of it. The Company will pay to the Vendor at its discretion or on demand by the Vendor the proceeds of transferring the Relevant Shares (less costs and expenses) but otherwise the Company will not be required to account for any money secured from the net proceeds of transfer which may be employed in the business of the Company or as it thinks fit. The Company may register the transferee as holder or holders of the Relevant Shares at which time the transferee will become absolutely entitled to them.

3.10.10 A person who becomes aware that it is a Non-Qualified Holder shall forthwith, unless it has already received a Transfer Notice pursuant to the provisions of the Articles summarised in sub-paragraph 3.10.7 above, either transfer the Shares to one or more Eligible Transferees or give a request in writing to the Directors for the issue of a Transfer Notice in accordance with the provisions of the Articles summarised in sub paragraph 3.10.7 above. Every such request shall, in the case of certificated Shares, be accompanied by the certificate(s) for the Shares to which it relates.

3.10.11 Subject to the provisions of the Articles, the Directors will, unless any Director has reason to believe otherwise, be entitled to assume without enquiry that none of the Shares are held by a Non-Qualified Holder. The Directors may, however, at any time and from time to time call upon any holder (or any one of joint holders) of Shares by notice in writing to provide such information and evidence as they require upon any matter connected with or in relation to such holder of Shares. In the event of such information and evidence not being so provided within such reasonable period (not being less than twenty-one days after service of the notice requiring the same) as may be specified by the Directors in the said notice, the Directors may, in their absolute discretion, treat any share held by such a holder or joint holders as being held by a Non-Qualified Holder.

3.10.12 The Directors will not be required to give any reasons for any decision, determination or declaration taken or made in accordance with these provisions. The exercise of the powers conferred by the provisions of the Articles summarised in subparagraphs 3.10.7 and/or 3.10.8 and/or 3.10.9 and/or 3.10.10 above may not be questioned or invalidated in any case on the grounds that there was insufficient evidence of direct, indirect or beneficial ownership or holding of Shares by any person or that the true direct or beneficial owner or holder of any Shares was otherwise than as appeared to the Directors at the relevant date provided that the said powers have been exercised in good faith.

3.11 ***Alteration of Capital***

The Company may by ordinary resolution alter its share capital, including, *inter alia*, consolidating and dividing its share capital, sub-dividing shares, cancelling untaken shares, converting shares into shares of a different currency and denominating or redenominating the currency of share capital.

3.12 ***Notice of General Meetings***

Any general meeting shall be called by at least ten days' notice. A general meeting may be deemed to have been duly called by shorter notice if it is so agreed by all the members entitled to attend and vote thereat. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

3.13 ***Votes of Members***

Subject to any rights or restrictions attached to any Shares:

(A) on a show of hands every Shareholder present in person or by proxy shall have one vote; and

(B) on a poll every Shareholder present in person or by proxy shall have one vote for every Share of which he is the holder.

3.14 ***Powers of Directors***

Subject as hereinafter provided, the Directors may exercise all the powers of the Company to borrow or raise money (including the power to borrow for the purpose of redeeming Shares) and secure any debt or obligation of or binding on the Company in any manner including by the issue of debentures (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, pledge or lien upon the whole or any part of the Company's undertaking, property or assets (whether present or future) and also by a similar mortgage, charge, pledge or lien to secure and guarantee the performance of any obligation or liability undertaken by the Company or any third party.

3.15 ***Appointment and Retirement of Directors***

3.15.1 Subject to the Companies Law and the Articles, the Directors shall have power at any time, and from time to time, without sanction of the Company in general meeting, to appoint any person to be a Director, either to fill a casual vacancy or as an additional Director. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-appointment. Subject to the Companies Law and the Articles, the Company may by ordinary resolution appoint any person as a Director; and remove any person from office as a Director.

3.15.2 A Director may resign from office as a Director by giving notice in writing to that effect to the Company at its office, which notice shall be effective upon such date as may be specified in the notice, failing which upon delivery to the registered office.

3.15.3 At each annual general meeting of the Company, each Director shall retire from office and each Director may offer himself for election or re-election by the Shareholders.

3.15.4 There is no age limit at which a Director is required to retire.

3.16 ***Disqualification and Removal of Directors***

3.16.1 A Director shall not be required to hold any qualification Shares.

3.16.2 The office of a Director shall be vacated if he ceases to be a Director by virtue of any provision of the Companies Law or he ceases to be eligible to be a Director in accordance with the Companies Law; or he has his affairs declared *en désastre*, becomes bankrupt or makes any arrangement or composition with his creditors generally or otherwise has any judgment executed on any of his assets; or he becomes of unsound mind or incapable or an order is made by a court having jurisdiction (whether in Guernsey or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator or other person

to exercise powers with respect to his property or affairs; or he shall have absented himself from meetings of the Directors for a consecutive period of 6 months and the Directors resolve that his office shall be vacated; or he dies; or he resigns his office by notice to the Company; or the Company so resolves by ordinary resolution; or where there are more than two Directors, all the other Directors request him to resign in writing.

3.17 ***Remuneration of Directors***

Unless otherwise determined by the Company by ordinary resolution, the Directors shall be remunerated for their services at such rate as the Directors shall determine provided that the aggregate amount of such fees shall not exceed the annual equivalent of £500,000 per annum (or such sum as the Company in general meeting shall from time to time determine).

3.18 ***Directors' Appointments and Interests***

3.18.1 Subject to the provisions of the Companies Law, the Directors may appoint one or more of their number to the office of managing Director or to any other executive office upon such terms as they determine.

3.18.2 Subject to and in accordance with the Companies Law, a Director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose that fact to the Directors.

3.18.3 For the purposes of the article summarised in sub-paragraph 3.18.2 above, a general disclosure given to the Directors to the effect that a Director has an interest (as director, officer, employee, member or otherwise) in a party and is to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party shall be deemed to be sufficient disclosure of his interest in any such transaction or arrangement.

3.18.4 The requirement summarised in sub-paragraph 3.18.2 above does not apply if the transaction proposed is between a Director and the Company, or if the Company is entering into the transaction in the ordinary course of business on usual terms.

3.18.5 A Director may not vote or be counted in the quorum on a resolution of the board or committee of the board concerning a contract, arrangement, transaction or proposal to which the Company is or is to be a party and in which he has an interest which (together with any interest of any person connected with him) is, to his knowledge, a material interest (otherwise than by virtue of his interest in Shares or debentures or other securities of or otherwise in or through the Company) but, in the absence of some other material interest than is mentioned below, this prohibition does not apply to a resolution concerning any of the following matters:

(A) the giving of a guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of or for the benefit of the Company or any of its subsidiaries;

(B) the giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part, either alone or jointly with others, under a guarantee or indemnity by the giving of security;

(C) a contract, arrangement, transaction or proposal concerning an offer of Shares, debentures or other securities of the Company or any of its subsidiaries for subscription or purchase, in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;

(D) a contract, arrangement, transaction or proposal to which the Company is or is to be a party concerning another company (including any subsidiary of the Company) in which he (and any persons connected with him) is interested and whether as an officer, shareholder, creditor or otherwise, if he (and any persons connected with him) does not to his knowledge hold an interest in Shares representing one per cent. or more of any class of the equity share capital of or the voting rights in the relevant company (or of any other company through which his interest is derived);

(E) a contract, arrangement, transaction or proposal for the benefit of employees of the Company or any of its subsidiaries which only awards him a privilege or benefit generally accorded to the employees to whom it relates; and

(F) a contract, arrangement, transaction or proposal concerning the purchase or maintenance of any insurance policy for the benefit of Directors or for the benefit of persons including Directors.

3.18.6 For the purposes of this sub paragraph 3.18 a person shall be treated as being connected with a Director if that person is:

(A) a spouse, child (under the age of eighteen) or step child (under the age of eighteen) of the Director; or

(B) an associated body corporate which is a company in which the Director alone, or with connected persons, is directly or indirectly beneficially interested in 20 per cent. or more of the value of the equity share capital or is entitled (alone or with connected persons) to exercise or control the exercise of more than 20 per cent. of the voting power at general meetings; or

(C) a trustee (acting in that capacity) of any trust, the beneficiaries of which include the Director or persons falling within paragraphs (A) and (B) above excluding trustees of an employees' share scheme or pension scheme; or

(D) a partner (acting in that capacity) of the Director or persons in paragraphs (A) to (C) above.

3.18.7 A Director, notwithstanding his interest, may be counted in the quorum present at any meeting at which he or any other Director is appointed to hold any such office or place of profit under the Company, or at which the terms of any such appointment are arranged or at which any contract between the Director and the Company are considered, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof. Where proposals are under consideration concerning the appointment (including without limitation fixing or varying the terms of appointment or its termination) of two or more Directors to offices or places of profit with the Company or a company in which the Company is interested, such proposals shall be divided and a separate resolution considered in relation to each Director. In such case each of the Directors concerned (if not otherwise debarred from voting under these provisions) is entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

3.18.8 A Director may hold any other office or place of profit under the Company (other than the auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Board may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such office or place of profit or as vendor, purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director so contracting or being so interested be liable to account to the Company for any profits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

3.18.9 Any Director may act by himself or his firm in a professional capacity for the Company (other than auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

3.18.10 Any Director may continue to be or become a director, managing director, manager or other officer or member of any company promoted by the Company or in which the Company may be interested, and any such Director shall not be accountable to the Company for any remuneration or other benefits received by him as director, managing director, manager or other officer or member of any such company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as director of such other company, in such manner in all respects as they think fit

(including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other officers of such company, or voting or providing for the payment of remuneration to themselves as directors, managing directors, managers or other officers of such company) and any Director of the Company may vote in favour of the exercise of such voting rights in the manner aforesaid, notwithstanding that he may be or be about to be appointed a director, managing director, manager or other officer of such company, and as such is or may become interested in the exercise of such voting rights in manner aforesaid.

3.18.11 If a question arises at a meeting as to the materiality of a Director's interest (other than the interest of the chairman of the meeting) or as to the entitlement of a Director (other than the chairman) to vote or to be counted in a quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be referred to the chairman and his ruling in relation to the Director concerned is conclusive and binding on all concerned.

3.18.12 If a question arises at a meeting as to the materiality of the interest of the chairman of the meeting or as to the entitlement of the chairman to vote or be counted in a quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be decided by resolution of the Directors or committee members present at the meeting (excluding the chairman) whose majority vote is conclusive and binding on all concerned.

3.19 ***Dividends and Distributions***

3.19.1 Subject to the provisions of the Companies Law and the Articles, the Company may by ordinary resolution declare dividends and/or make distributions in accordance with the respective rights of the Shareholders and to any special rights to dividends or other relevant rights or remedies set out in the terms of issue of any class of shares.

3.19.2 No dividend or other distribution shall exceed the amount recommended by the Directors.

3.19.3 Subject to the provisions of the Companies Law, and the Articles, the Directors may from time to time pay interim dividends and/or distributions if it appears to them that they are justified by the assets of the Company.

3.19.4 Except as otherwise provided by the rights attached to Shares, all dividends or other distributions shall be declared and paid *pro rata* according to the respective numbers of Shares held by Shareholders of the relevant class on which the dividend or other distribution is paid. If any Share is issued on terms providing that it shall rank for dividend or other distribution as from a particular date, that Share shall rank for dividend or other distribution accordingly. Any resolution declaring a dividend or a distribution on a Share, whether a resolution of the Company in general meeting or a resolution of the Directors, may specify that the same shall be payable to the person registered as the holder of the Shares at the close of business on a particular date notwithstanding that it may be a date prior to that on which the resolution is passed and thereupon the dividend or distribution shall be payable to such persons in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend or distribution of transferors and transferees of any such Shares.

3.19.5 A general meeting declaring a dividend or other distribution may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any Shareholder upon the footing of the value so fixed in order to adjust the rights of Shareholders and may vest any assets in trustees.

3.19.6 The Directors may deduct from any dividend or other distribution, or other moneys payable to any member on or in respect of a Share, all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the Shares of the Company.

3.19.7 No dividend or other distribution or other moneys payable in respect of a Share shall bear interest against the Company unless otherwise provided by the rights attached to the Share.

3.19.8 All unclaimed dividends or other distributions may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and the Company shall not be constituted a trustee thereof. Any dividend or other distribution which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

3.19.9 The Directors are empowered to create reserves before recommending or declaring any dividend. The Directors may also carry forward any profits which they think prudent not to divide.

3.20 ***Winding-Up***

Upon a winding-up of the Company

3.20.1 subject to 3.20.2, the surplus assets of the Company available for distribution to the holders of Ordinary Shares (after payment of all other debts and liabilities of the Company) shall be distributed *pro rata* amongst the holders of Ordinary Shares according to their respective holdings; and

3.20.2 the assets attributable to a class of C Shares shall be divided amongst the holders of the C Shares of such class *pro rata* according to their holdings of that class of C Shares.

3.21 ***Certain U.S. and U.S. related Tax Matters***

The Company is authorised to take any action it determines is desirable to comply with sections 1471 to 1474 of the US Code and the Treasury Regulations promulgated thereunder and any agreement relating thereto (including, any amendments, modification, consolidation, re-enactment or replacement thereof made from time to time) ("**FATCA**") or the requirements of any similar laws or regulations to which the Company may be subject enacted from time to time by any other jurisdiction ("**Similar Laws**"), and may enter into an agreement with the U.S. Internal Revenue Service or the taxing and revenue services of any other country. The Company shall not pay any additional amounts to any person in respect of any withholding of taxes, including those relating to FATCA or any Similar Laws.

The Company is not required to make available the information necessary for any person to make a so-called "qualified electing fund" election under U.S. tax law.

3.23 ***Terms of C Shares***

3.23.1 *Definitions*

The following definitions apply for the purposes of this paragraph:

"**Calculation Time**" means, in relation to any class of C Shares, the earliest of:

(i) the close of business on the date on which the Board becomes aware or is notified by the Investment Adviser that at least 85 per cent. of the net issue proceeds (or such other percentage as the Directors and the Investment Adviser shall determine as part of the terms of issue of any class of C Shares or otherwise) attributable to that class of C Shares shall have been invested in accordance with the Company's investment objective and policy;

(ii) the close of business on the last Business Day prior to the day on which Force Majeure Circumstances have arisen or the Directors resolve that such circumstances are in contemplation; or

(iii) the close of business on such date as the Directors may determine; and

(iv) the close of business on the business day following twelve months after the admission of the relevant class of C Shares to trading on the Premium Segment of the London Stock Exchange's main market for listed securities or such other time or date as may be determined by the Directors at the time at which the relevant class of C Shares are issued;

"**Conversion**" means, in relation to any class of C Shares, the conversion of that class of C Shares into New Ordinary Shares in accordance with the Articles;

"**Conversion Ratio**" means, in relation to each class of C Shares, A divided by B calculated to four decimal places (with 0.00005 being rounded upwards) where:

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

and

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

"**C**" is the aggregate of the value of the assets and investments of the Company attributable to the relevant class of C Shares (as determined by the Directors) at the Calculation Time which is to be calculated in accordance with the Company's latest published valuation methodology and otherwise in the same manner as the NAV was calculated as at the previous NAV Calculation Date;

"**D**" is the amount which (to the extent not otherwise deducted in the calculation of C) in accordance with the Company's latest published valuation methodology fairly reflects the amount of the liabilities attributable to the relevant class of C Shares (as determined by the Directors) at the Calculation Time (including, for the avoidance of doubt, the full amount of all dividends declared by not paid);

"**E**" is the number of shares of the relevant class of C Shares in issue at the Calculation Time (excluding any such C Shares held in treasury);

"**F**" is the aggregate of the value of all the assets and investments attributable to the Ordinary Shares (as determined by the Directors) at the Calculation Time, which is to be calculated in accordance with the Company's latest published valuation methodology and otherwise in the same manner as the NAV was calculated as at the previous NAV Calculation Date;

"**G**" is the amount which (to the extent not otherwise deducted in the calculation of F) in accordance with the Company's latest published valuation methodology fairly reflects the amount of the liabilities and expenses attributable to the Ordinary Shares (as determined by the Directors) at the Calculation Time (including, for the avoidance of doubt, the full amount of all dividends declared but not paid); and

"**H**" is the number of Ordinary Shares in issue at the Calculation Time (excluding any Ordinary Shares held in treasury),

provided always that:

(i) the Directors shall be entitled to make such adjustments to the value or amount of A and/or B (including any of their constituent amounts) as they believe to be appropriate having regard to, among other things, the assets of the Company immediately prior to the proposed issue date for the New Ordinary Shares or the Calculation Time or to the reasons for the issue of the relevant class of C Shares of the relevant class;

(ii) in relation to any class of C Shares, the Directors may, in accordance with the terms of issue of such class, amend the definition of Conversion Ratio in relation to that class; and

(iii) where valuations are to be made as at the Calculation Time and the Calculation Time is not a Business Day, the Directors shall apply the provisions of this definition as if the Calculation Time were the preceding Business Day;

"**Conversion Time**" means, in relation to any class of C Shares, a time following the Calculation Time being the earlier of:

(i) the opening of business on such Business Day as may be selected by the Directors provided that such day shall not be more than one month after the Calculation Time; and

(ii) such date as the Directors may resolve should Force Majeure Circumstances have arisen or the Directors resolve that such circumstances have arisen or are in contemplation;

"**Force Majeure Circumstances**" means in relation to any class of C Shares as a class: (i) any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable; (ii) the issue of any proceedings challenging, or seeking to challenge, the power of the Company and/or its Directors to issue the C Shares of the relevant class with the rights proposed to be attached to them and/or to the persons to whom they are, and/or the terms upon which they are, proposed to be issued; or (iii) the giving of notice of any general meeting of the Company at which a resolution is to be proposed to wind up the Company, whichever shall happen earliest;

"**NAV**" means the value, as at any date, of the assets of the Company after deduction of all liabilities of the Company;

"**NAV Calculation Date**" means the last business day of each calendar month or such other date as the Directors may, in their discretion, determine; and

"**New Ordinary Shares**" means the Ordinary Shares arising on conversion of any class of C Shares.

3.23.2 *Issue and Conversion of C Shares*

Subject to the Articles and the Companies Law, the Directors shall be authorised to issue C Shares of any class on such terms as they determine provided that such terms are consistent with the provisions of the Articles. The Company shall be permitted (but shall not be required) to divide all of its investments (other than cash or cash equivalent investments) *pro rata* between the existing Ordinary Shares and the C Shares based on the percentage of invested cash attributable to each class should it choose to do so. The Directors shall, on the issue of each class of C Shares, determine the latest Calculation Time and Conversion Time together with any amendments to the definition of Conversion Ratio attributable to each such class. Following the Calculation Time in respect of each class of C Shares, the Directors shall select the Conversion Time and effect Conversion in accordance with the Articles in order that the holders of C Shares become the holders of New Ordinary Shares in accordance with the Conversion Ratio.

Each class of C Shares, if in issue at the same time, shall be deemed to be a separate class of shares. The Board may, if it so decides, designate each class of C Shares in such manner as it sees fit in order that each class of C Shares and the assets and liabilities of such class can be identified.

3.23.3 *Dividends*

The C Shareholders of any class of C Shares will be entitled to participate in any dividends of the Company in relation to assets attributable to that class of C Shares. The Board may, subject to such terms and in such manner as they may determine, issue shares in lieu of dividends.

The New Ordinary Shares arising on Conversion of the C Shares shall rank in full for all dividends and other distributions declared after the Conversion Time save that, in relation to any classes of C Shares, the Directors may determine, as part of the terms of issue of such class, New Ordinary Shares arising on Conversion will not rank for any dividend declared by reference to a record date falling on or before the Calculation Time.

No dividend or other distribution shall be made or paid by the Company on any of its shares between the Calculation Time and the Conversion Time (both dates inclusive) and no such dividend shall be declared with a record date falling between the Calculation Time and the Conversion Time (both dates inclusive).

3.23.4 *Rights as to capital*

The capital and assets of the Company shall on a winding-up or on a return of capital prior, in each case, to Conversion be applied as follows:

(A) first, the Ordinary Share surplus shall be divided amongst the holders of the Ordinary Shares *pro rata* according to their holdings of Ordinary Shares; and

(B) secondly, the C Share surplus attributable to each class of C Shares shall be divided amongst the holders of the C Shares of such class *pro rata* according to their holdings of the relevant class of C Shares.

3.23.5 *Voting rights*

The C Shares shall carry the right to receive notice of and to attend and vote at any general meeting of the Company. The voting rights of holders of C Shares will be the same as those applying to holders of Ordinary Shares as if the C Shares and Ordinary Shares were a single class.

3.23.6 *Class consents and variation of rights*

Until Conversion, the consent, by special resolution, of: (i) the holders of each class of C Shares as a class; and (ii) the holders of the Ordinary Shares as a class shall be required to:

(A) make any alteration to the memorandum of incorporation or the Articles; or

(B) pass any resolution to wind up the Company,

and accordingly the special rights attached to the C Shares of each class and the Ordinary Shares shall be deemed to be varied if such consent is not obtained.

4. Mandatory bids and compulsory acquisition rules relating to the Shares

(a) ***Mandatory bid***

The City Code on Takeovers and Mergers applies to the Company. Under Rule 9 of the City Code, if:

(i) a person acquires an interest in shares in the Company which, when taken together with shares already held by him or persons acting in concert with him, carry 30 per cent. or more of the voting rights in the Company; or

(ii) a person who, together with persons acting in concert with him, is interested in not less than 30 per cent. and not more than 50 per cent. of the voting rights in the Company acquires additional interests in shares which increase the percentage of shares carrying voting rights in which that person is interested, the acquiror and, depending on the circumstances, its concert parties, would be required (except with the consent of the Panel on Takeovers and Mergers) to make a cash offer for the outstanding shares in the Company at a price not less than the highest price paid for any interests in the Ordinary Shares by the acquiror or its concert parties during the previous 12 months.

(b) ***Compulsory acquisition***

The Companies Law provides that if an offer is made for the shares or any class of shares in the capital of a company and if, within four months after the date of such offer, the offer is approved or accepted by shareholders comprising not less than 90 per cent. in value of the shares affected, then the offeror may, within a period of two months immediately after the last day on which the offer can be approved or accepted, give notice to any dissenting shareholders informing them that it wishes to acquire their shares (an "**Acquisition Notice**"). Where an Acquisition Notice is given, the offeror is then entitled and bound to acquire the dissenting shareholders' shares on the terms of the offer approved by the shareholders comprising not less than 90 per cent. in value of the shares affected; and where the terms of the offer provided a choice of consideration, the Acquisition Notice must give particulars of the choice and state: (a) the period within which, and the manner in which, the dissenting shareholder must notify the offeror of his choice; and (b) which consideration specified in the offer will apply if he does not so notify the offeror.

5. Information on the Directors

(a) Details of the names of companies and partnerships (excluding directorships of the Company) of which the Directors are or have been members of the administrative, management or supervisory bodies or partners at any time in the five years preceding the date of this Prospectus:

Name	*Current directorships/ partnerships*	*Past directorships/partnerships*
Andrew Haining	BPC Group Limited Balmuir Investments Ltd Balmuir Nominees Limited Balmuir Trading Limited Balmuir Partners Limited Balmuir Yachts Limited Parkside Development Company Limited Parktel Properties Limited Cabernet Limited Heartstone Inns Limited Heartstone Inns 1 Limited Morgat Ltd Swoffers Limited Praxis IFM Group Limited Skagen Limited Skagen GP Limited Skagen Beta Limited Skagen Zeta Limited SHL 3BT Limited SHL 3BF Limited SHL 3EF-AR Limited SHL 3EF-LM Limited SHL 3EF-MPS Limited SHL 4 Limited	Advanced Accommodation Systems Ltd Balmuir Partners Ltd (renamed Codex Capital Partners Limited) Coventry Parkside Management Company Limited Haining Associates Limited RH Yachts LLP The Elia Fund Ltd
Stephen Coe	Cairngorm Capital GPPII Limited Caledonian Properties Holdings Limited Cyan Limited Erda Holdings Limited Erda Master IPCO Limited European Real Estate Investment Trust Limited Greenfield Properties Limited Greenfield Group Holdings Limited Greenfield IP Limited Healthcare Finance Limited Healthcare Holdings Limited Healthcare Property Holdings Limited Healthcare Property Investments Limited	APQ Investments Limited APQ Limited Belasko Administration Limited Belasko Corporate 2 Limited Belasko Corporate Limited Belasko Shareholdings Limited Belasko Trustees Limited Black Sea Property Fund Limited Building Block Insurance (Guernsey) PCC Limited Building Block Insurance PCC Limited Callidus PTE Ltd Care Home Properties Limited European Portfolio (General Partner) Limited European Portfolio (GP) Ltd

Name	*Current directorships/ partnerships*	*Past directorships/partnerships*
	Healthcare Real Estate Holdings Limited	Germany Master Holding Company Sarl
	HREHL Holdco Limited	Hamilton Corporate Finance (Guernsey) Limited
	Leaf Clean Energy Company	HCF Guernsey Limited
	Matrix la Gaude Property Sarl	HCHP Limited
	Polonius 2 Limited	Health Care Real Estate Investors Limited
	Polonius Limited	HH Properties Limited
	Raven Property Group Limited	HHL Properties Limited
	Supported Living Limited	HHLC Limited
	TCMP Insurance Limited	HIC Limited
	TOC Property Backed Lending Trust PLC	HICS Limited
	Weiss Korea Opportunity Fund Limited	HIHP Limited
		IHP Limited
		Kolar Gold Limited
		Laertes Corporate Funding Limited
		Lattice Group Holdings Limited
		Leopard Brompton Opco Limited
		Leopard Guernsey BK JV GP Limited
		Leopard Holding Company SARL
		Leopard Holding Germany 1 Sarl
		Leopard Holding Guernsey GP Limited
		Leopard Holding Guernsey Limited
		Matrix Europa GmbH
		Matrix European Property Espana 2 SL
		Matrix European Property Espana 3 SL
		Matrix German Portfolio No 1 Celle Sarl
		Matrix German Portfolio No 1 Dusseldorf Sarl
		Matrix German Portfolio No 1 Frankfurt Sarl
		Matrix German Portfolio No 1 GmbH & Co KG
		Matrix German Portfolio No 1 Kaiserslautern Sarl
		Matrix German Portfolio No 1 Verwaltungs GmbH
		Matrix German Portfolio No 1 Verwaltungs GmbH
		Matrix St Etienne Holdco SARL
		Matrix St Etienne Propco SARL
		Mortgage Income Strategies Limited
		South Africa Property Opportunities plc
		Specialised Care Properties Limited
		St Andrews Healthcare Pty
		Trinity Capital plc

Name	*Current directorships/ partnerships*	*Past directorships/partnerships*
Simon Holden	Belasko Group Limited BWE GP I Limited BWE GP II Limited Global Petro Storage Limited Golf19 Limited HICL Infrastructure Company Limited Hipgnosis Songs Fund Limited Hipgnosis Songs Fund Guernsey Limited Hipgnosis Songs Oldco Limited JamesCo 750 Limited LSREF3 Hotels (London PR) Limited Permira (Europe) Limited Permira Europe III G.P. Limited Permira IV Managers Limited Permira V G.P. Limited Permira VI G.P. Limited Permira IV GP Limited The Global Enterprise Exchange Limited	Belasko Administration Limited Change Capital Investment Management (Guernsey) II Limited Change Capital Investment Management (Guernsey) III Limited Elli Investments Limited Odeon Cinemas Group Limited
Anne Ewing	Africa Power XF Limited Africa Power Group Limited Alcentra Floating Rate Income Fund Limited Altair Guernsey Limited CDC Africa Cement Limited CDC Holdings Guernsey Limited Clareant Structured Credit Opportunities Fund III (USD) L.P. Clareant Structured Credit Opportunities Holding Company Limited Financial Assets Bahrain W.L.L. Financial Assets Mena W.L.L. Five FP Limited Generation IM Sustainable Solutions GP III Limited GIM Falcon GP Limited Global Mena Financial Assets Limited SG Kleinwort Hambros Bank Limited SG Kleinwort Hambros Bank (CI) Limited SG Kleinwort Hambros Trust Company (CI) Limited Silverfleet Capital (Guernsey) Limited Silverfleet Capital II (Guernsey) Limited Sinndar Holdings Limited	WD Forum LBG Kleinwort Benson Bank (CI) Ltd Kleinwort Benson Bank Limited Kleinwort Benson Holdings Limited

Name	*Current directorships/ partnerships*	*Past directorships/partnerships*
Tim Cruttenden	Polar Capital Technology Trust plc VenCap International plc	

(b) Save as disclosed in paragraph 5(c) below, none of the Directors:

(i) has any convictions in relation to fraudulent offences for at least the previous five years; or

(ii) has been declared bankrupt or been a director or member of the administrative, management or supervisory body of a company or a senior manager of a company at the time of any receivership or liquidation for at least the previous five years; or

(iii) has been subject to any official public incrimination and/or sanctions by any statutory or regulatory authority (including designated professional bodies) or has ever been disqualified by a court from acting as a director of a company or from acting as a member of the administrative, management or supervisory bodies of a company or from acting in the management or conduct of the affairs of any company for at least the previous five years.

(c) Stephen Coe was a director of European Real Estate Investment Trust Ltd, which was liquidated by members' voluntary liquidation in December 2017. Stephen Coe was a director of South Africa Property Opportunities PLC and Trinity Capital PLC, each of which are in members' voluntary liquidation as at the date of this Prospectus.

6. Directors' and others' interests

(a) The Directors currently have no interests in the share capital of the Company. Immediately following First Admission the interests (all of which are or will be beneficial unless otherwise stated) of the Directors in the ordinary share capital of the Company are as follows*:

Name of Director	*Number of Ordinary Shares*	*Total issue price (£)*	*Percentage of issued share capital** (%)*
Andrew Haining	30,000	30,000	0.015
Stephen Coe	25,000	25,000	0.0125
Simon Holden	15,000	15,000	0.0075
Anne Ewing	0	0	0
Tim Cruttenden	0	0	0

* Assuming each of the Directors subscribes for the Ordinary Shares for which he or she has indicated an intention to subscribe and that the Initial Issue is fully subscribed

** Assuming target Gross Issue Proceeds of £200 million

(b) Save as disclosed in paragraph 6(a) above, immediately following First Admission, no Director will have any interest, whether beneficial or non-beneficial, in the share or loan capital of the Company.

(c) The voting rights of the Company's Shareholders are the same in respect of each Ordinary Share held.

(d) Other than the Merian Funds Investments, as at the date of this Prospectus the Company is not aware of any person who will, immediately following First Admission, hold five per cent. or more of the voting rights in the Company as a Shareholder or through a direct or indirect holding of financial instruments (in each case for the purposes of Chapter 5 of the Disclosure Guidance and Transparency Rules of the FCA). The Company is not aware of any person who, directly or indirectly owns or controls the Company. The Company is not aware of any arrangements the operation of which may at a subsequent date result in a change of control of the Company.

(e) The Directors are in addition to the Company, directors/partners of the companies listed in paragraph 5 of this Part VIII. The Articles contain provisions whereby a Director shall not vote, *inter alia*, in respect of any matter in which he has, directly or indirectly, any material interest. Save, in relation to the

directorships listed in paragraph 5 of this Part VIII, there are no potential conflicts of interest between any duties owed by the Directors to the Company and their private interests and/or other duties.

7. Directors' Appointments

Under the terms of their appointments as non-executive Directors of the Company, each Director is entitled to an annual fee of £40,000 per annum. The Chairperson is paid a further £5,000 per annum in addition to this amount. The Chairperson of the Audit Committee is paid a further £3,000 in addition to this amount. The Directors may elect to apply the cash amount equal to their annual fee to subscribe for or purchase Shares. The Directors hold their office in accordance with the Articles and their appointment letters. No Director has a service contract with the Company, nor are any such contracts proposed. The retirement, disqualification and removal provisions relating to the Directors (in their capacity as directors) are summarised in paragraphs 3.15 and 3.16 of this Part VIII.

8. Employees

The Company does not have any employees.

9. Material Contracts and Related Party Transactions

(a) All material contracts entered into by the Company are expressed to be governed by and construed in accordance with the law of England and Wales. The following are the only contracts (not being contracts entered into in the ordinary course of business) which have been entered into by the Company since its incorporation and which are or may be material to the Company or have been entered into by the Company at any time and contain a provision under which the Company has any obligation or entitlement which is material to the Company at the date of this Prospectus:

(i) A placing agreement dated 11 October 2018 entered into by the Company, each of the Directors, the Investment Adviser, Liberum and Zeus Capital pursuant to which, subject to certain conditions, Liberum has agreed to act as sponsor in respect of the Initial Issue and the Placing Programme and each of Liberum, Zeus Capital and the Investment Adviser has agreed to use its reasonable endeavours to procure purchasers for: (i) the Ordinary Shares to be issued pursuant to the Initial Placing; and (ii) Shares to be issued pursuant to Subsequent Placings.

The Placing Agreement is conditional on, among other things, First Admission occurring by 8.00 a.m. on 6 November 2018 (or such later date, not being later than 21 December 2018 as the Company and Liberum may agree) in respect of the Initial Placing.

In respect of the Initial Placing, the Placing Agreement is further conditional upon the Gross Issue Proceeds totalling not less than £75 million. In the event that any of the conditions in the Placing Agreement are not met in respect of the Initial Placing or any Subsequent Placing, neither Liberum nor Zeus Capital shall, amongst other things, be under any obligation to complete the Initial Placing or relevant Subsequent Placing (as applicable), the Company shall withdraw its application for First Admission or the relevant Programme Admission (as applicable) (making such announcement as reasonably required by Liberum) and appropriate arrangements for the return of monies received shall be made.

In consideration for its services in relation to the Initial Issue and conditional upon completion of the Initial Issue, Liberum will be paid a customary corporate finance fee and a commission based on the value of the Ordinary Shares subscribed for by investors procured by Liberum under the Initial Issue, together with reimbursement for all out-of-pocket expenses incurred by it in connection with the Initial Issue.

Zeus Capital will be paid a customary commission based on the value of the Ordinary Shares subscribed for by investors procured by Zeus Capital under the Initial Issue, together with reimbursement for all out-of-pocket expenses incurred by it in connection with the Initial Issue.

Additionally under the Placing Agreement, in connection with the Placing Programme, each of Liberum and Zeus Capital has agreed, subject to certain conditions, to use its reasonable endeavours to procure subscribers for Ordinary Shares and/or C Shares at the applicable Placing Programme Price.

In consideration for their services in relation to the Placing Programme and conditional upon completion of the relevant Subsequent Placing, each of Liberum and Zeus Capital will be paid a customary commission based on the value of the Ordinary Shares and/or C Shares subscribed for by investors procured by each of them.

Following First Admission, the Company will pay Liberum an annual retainer in consideration for Liberum acting as financial adviser and corporate broker to the Company.

The Company, the Investment Adviser and the Directors have in the Placing Agreement given certain customary warranties (subject, in the case of the Directors, to certain agreed caps), and the Company and the Investment Adviser have agreed to provide customary indemnities to Liberum and Zeus Capital.

(ii) the Intermediaries Booklet entered into by the Company and each of the Intermediaries who have been appointed by the Company prior to the date of this Prospectus pursuant to which each Intermediary agrees that, in connection with the Intermediaries Offer, they will be acting as agent for their Underlying Applicants.

None of the Company, Liberum or any of their respective representatives will have any liability to the Intermediaries for liabilities, costs or expenses incurred by the Intermediaries in connection with the Intermediaries Offer.

Liberum has agreed to coordinate applications from the Intermediaries under the Intermediaries Offer. The number of Ordinary Shares offered will be determined by the Company, in consultation with Liberum. Allocations to Intermediaries will be determined by the Company and Liberum.

The Intermediaries agree to procure the investment of the maximum number of Ordinary Shares which can be acquired at the Initial Issue Price for the sum applied for by such Intermediaries on behalf of their respective Underlying Applicants. A minimum application of £1,000 per Underlying Applicant will apply. Intermediaries may not make more than one application per Underlying Applicant.

Conditional upon First Admission, Liberum agrees to pay (out of the expenses that is paid to it pursuant to the Placing Agreement) the Intermediaries a commission of 0.5 per cent. of the aggregate value of the Ordinary Shares allocated to and paid for by each Intermediary in the Intermediaries Offer. This commission shall be deducted by Liberum from the gross proceeds of the Intermediaries Offer. No Intermediary shall be entitled to deduct any of this commission from any amount they are required to pay under the Intermediaries Offer.

The Intermediaries give certain undertakings regarding their use of information in connection with the Intermediaries Offer. The Intermediaries also give undertakings regarding the form and content of written and oral communications with clients and other third parties and the Intermediaries also give representations and warranties which are relevant for the Intermediaries Offer, and indemnify the Company, the Investment Adviser, Liberum, Zeus Capital or any of their respective affiliates, directors, officers, and employees and each other person, if any, controlling the Company, the Investment Adviser, Liberum or Zeus Capital against any loss or claim arising out of any breach or alleged breach by them of the agreement or of any duties or obligations under the FSMA or under any rules of the FCA or any applicable laws.

(iii) An agreement dated 11 October 2018 between the Company and the AIFM whereby the AIFM has been appointed as the alternative investment fund manager of the Company.

Under the terms of the AIFM Agreement, the AIFM is entitled to an annual fee, being the sum of an amount equal to:

(a) 0.04 per cent. of the published Net Asset Value between zero and £150,000,000;

(b) 0.03 per cent. of the published Net Asset Value in excess of £150,000,000 and less than or equal to £500,000,000;

(c) 0.02 per cent. of the published Net Asset Value in excess of £500,000,000 and less than or equal to £1,000,000,000; and

(d) 0.01 per cent. of the published Net Asset Value in excess of £1,000,000,000,

subject to a minimum annual fee of £30,000, plus VAT and together with reimbursement of reasonable expenses incurred by it in the performance of its duties.

The AIFM Agreement may be terminated by either party on not less than six months' prior written notice of termination, such notice not to be served prior to the first anniversary of First Admission (or such shorter period of written notice as the other party may accept). The Company shall be entitled to terminate the AIFM Agreement with immediate effect by notice in writing to the AIFM in certain circumstances such as a material breach which is not remedied. To the extent permitted by law, the Company has also agreed to indemnify the AIFM for losses that the AIFM may incur in the performance of its duties pursuant to the AIFM Agreement or otherwise in connection with the Company's activities that are not attributable to, *inter alia*, the negligence, wilful default, or fraud of, or breach of the obligations of the AIFM under the AIFM Agreement or breach of applicable law.

(iv) An agreement dated 11 October 2018 between the Company, the Investment Adviser and the AIFM whereby the Investment Adviser is appointed to act as portfolio manager of the Company.

Under the terms of the Portfolio Management Agreement, the Investment Adviser is entitled to a management fee together with reimbursement of all reasonable costs and expenses incurred by it in the performance of its duties. The Investment Adviser is also entitled to a performance fee in certain circumstances. Details of the management fee and performance fee are set out in Part IV of this Prospectus under the sub-heading "Fees and expenses".

The Portfolio Management Agreement may be terminated by either party on six months' notice, such notice not to be served before the first anniversary of First Admission and may be immediately terminated by either party in certain circumstances such as a material breach which is not remedied. The Company has also agreed to indemnify the Investment Adviser for losses that the Investment Adviser may incur in the performance of its duties pursuant to the Portfolio Management Agreement or otherwise in connection with the Company's activities that are not attributable to, *inter alia*, the negligence, wilful default or fraud of, or breach of the obligations of the Investment Adviser under the Portfolio Management Agreement.

(v) An agreement dated 11 October 2018 between the Company and the Administrator and Company Secretary whereby the Administrator and Company Secretary is appointed to act as administrator and company secretary of the Company. Under the terms of the Master Services Agreement, the Administrator and Company Secretary will also provide certain valuation services.

Under the terms of the Master Services Agreement, the Administrator is entitled to a fee in respect of fund valuation, accounting and investment operations:

- if the NAV is less than or equal to £150,000,000, the sum of £75,000 per annum; or
- if the NAV is more than £150,000,000 but less than or equal to £500,000,000, the sum of 0.03 per cent. per annum of the NAV; or
- if the NAV is more than £500,000,000 but less than or equal to £1,000,000,000, the sum of 0.02 per cent. per annum of the NAV; or
- if the NAV is more than £1,000,000,000, the sum of 0.01 per cent. per annum on the NAV.

In addition, a further fee of £35,000 per annum will be payable in respect of the company secretarial services provided by the Administrator and Company Secretary. The Administrator and Company Secretary will, in addition, be entitled to reimbursement of reasonable expenses incurred by it in the performance of its duties.

The Master Services Agreement may be terminated by either party on not less than three months' prior written notice and may be immediately terminated by either party in certain circumstances such as a material breach which is not remedied.

The Company has also agreed to indemnify the Administrator and Company Secretary for any losses for losses that the Administrator and Company Secretary may incur in the performance of its duties pursuant to the Master Services Agreement or otherwise in connection with the Company's activities that are not attributable to, *inter alia*, the negligence, wilful default or fraud of, or breach of the obligations of Master Services Agreement.

(vii) An agreement dated 11 October 2018 between the Company and the Depositary whereby the Depositary is appointed to act as Depositary of the Company.

The Depositary will perform the customary services and it is permitted to delegate the performance of its obligations, including the safe keeping of assets, subject to certain conditions being satisfied.

The Depositary is entitled to a fee equal to 0.8 basis points of the published Net Asset Value of the Company. Additional services, as agreed from time to time, will incur additional charges on the applicable hourly rate. The Depositary is entitled to reimbursement of all reasonable out-of-pocket expenses.

The Depositary Agreement may be terminated by either party giving not less than 90 days' prior written notice. The Depositary Agreement may also be immediately terminated by either party in certain circumstances such as a material breach which is not remedied. The Depositary Agreement contains customary indemnities given by the Company in favour of the Depositary.

The Depositary has not contractually discharged any of its liabilities under the Depositary Agreement in respect of the delegated services.

(viii) An agreement dated 11 October 2018 between the Company and the Registrar whereby the Registrar is appointed to act as registrar of the Company. The Registrar will be entitled to an annual fee from the Company equal to £7,500 in respect of maintaining the share register in respect of the Ordinary Shares and an annual fee of £2,000 in respect of maintaining the share register in respect of the C Shares. The Registrar is also entitled to:

(a) a one-off setup fee of £2,000 to cover the setup of all necessary systems and procedures;

(b) an annual fee of £5,000 for the Registrar carrying out know-your-client and anti-money-laundering checks and other due diligence procedures on new Shareholders;

(c) additional customary charges, on a per-item or per-transaction basis; and

(d) reimbursement of all reasonable out-of-pocket expenses incurred in connection with its duties.

The Registrar Agreement shall continue for a minimum term of three years and thereafter until terminated by either party giving to the other not less than six months' written notice, such notice not to expire prior to the third anniversary of First Admission. The Registrar Agreement may also be terminated by either party immediately by notice in writing in certain circumstances such as a persistent or material breach which is not remedied.

The Registrar's maximum liability under the Registrar Agreement is subject to a rolling twelve month cap, being an amount that shall not exceed twice the amount of the fees paid and payable in such twelve month period in respect of a single claim or in the aggregate.

The Registrar Agreement contains customary indemnities from the Company in favour of the Registrar.

(ix) An agreement dated 11 October 2018 between the Company and the Receiving Agent whereby the Receiving Agent is appointed to act as the Company's Receiving Agent in respect of the Offer for Subscription.

Under the terms of the Receiving Agent Services Agreement, the Receiving Agent is entitled to a project fee of £5,000 plus a processing fee of £12.50 per Offer for Subscription Application, in

each case plus VAT. The Receiving Agent will also be entitled to reimbursement of all out-of-pocket expenses reasonably incurred by it in connection with its duties.

The Receiving Agent's maximum liability under the Receiving Agent Services Agreement is subject to a rolling twelve month cap, being an amount that shall not exceed twice the amount of the fees paid and payable in such twelve month period in respect of a single claim or in the aggregate.

The Receiving Agent Services Agreement contains customary indemnities from the Company in favour of the Receiving Agent.

(x) An agreement dated 11 October 2018 between the Company and the Merian Funds whereby the Company agrees to buy, and the Merian Funds agree to sell, the Initial Portfolio (the "**Sale and Purchase Agreement**").

Under the terms of the Sale and Purchase Agreement, the Company has agreed to buy, and the Merian Funds have agreed to sell, the Initial Portfolio conditional upon: (i) registration of the relevant transfers by the relevant portfolio companies (which includes the granting of consent to the transfer for certain of the shares being acquired); (ii) no person or organisation having: (a) instituted or threatened legal action that would prohibit or challenge completion; or (b) proposed or enacted any statute or regulation which would prohibit, materially restrict or materially delay completion or the operation of the businesses of the relevant portfolio companies; and (iii) First Admission.

The Company has agreed to apply 30 per cent. of Gross Issue Proceeds toward the acquisition of the Initial Portfolio. Assuming Gross Issue Proceeds of £200 million, the Company will acquire an Initial Portfolio with a value of £60 million as at 31 August 2018 (as determined in accordance with the Company's valuation policy, which includes a report by an independent third party valuer). To the extent the Company believes, acting reasonably, that there has been a material reduction in the value of the shares being acquired at any time prior to Admission, it can require a revaluation of such shares for the purposes of setting the acquisition price.

The Company and the Merian Funds have agreed that 15 per cent. of the Gross Issue Proceeds will be applied to acquire interests in TransferWise and 15 per cent. of the Gross Issue Proceeds will be applied to acquire interests in Secret Escapes. The Merian Funds have the right to vary these percentages by increasing one position and decreasing the other by a corresponding amount by a maximum of two per cent. of the Gross Issue Proceeds at any time prior to First Admission. Assuming Gross Issue Proceeds of £200 million and no change to the above percentages, the Company will acquire from the Merian Funds interests in TransferWise with a value of, in aggregate, £30 million as at 31 August 2018 and interests in Secret Escapes with a value of, in aggregate, £30 million as at 31 August 2018 (each as determined in accordance with the Company's valuation policy, which includes a report by an independent third party valuer).

Where applicable, the Company will acquire interests in the different share classes of the investments comprising the Initial Portfolio *pro rata* to the amounts currently held by the Merian Funds.

The Sale and Purchase Agreement contains customary warranties from the Merian Funds in favour of the Company.

(b) Except with respect to the appointment letters entered into between the Company and each director and the Portfolio Management Agreement, the Company has not been a party to any related party transaction since its incorporation.

10. Working Capital

Taking into account the Net Proceeds, the Company is of the opinion that the Company has sufficient working capital for its present requirements that is for at least the next 12 months from the date of this Prospectus.

11. Capitalisation and Indebtedness

At the date of this Prospectus, the Company:

(i) does not have any secured, unsecured or unguaranteed indebtedness, including direct and contingent indebtedness;

(ii) has not granted any mortgage or charge over any of its assets; and

(iii) does not have any contingent liabilities or guarantees.

As at the date of this Prospectus, the Company's issued share capital consists of one Ordinary Share of no par value.

12. No Significant Change

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

13. Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Company is aware) since the Company's incorporation which may have, or have had in the recent past, significant effects on the financial position or profitability of the Company.

14. General

(a) The total costs (including fees and commissions) (exclusive of recoverable VAT) payable by the Company in connection with the Initial Issue and First Admission are estimated to amount to up to £3 million assuming Gross Issue Proceeds of £200 million. The estimated net cash proceeds accruing to the Company from the Initial Issue are £197 million (assuming 200 million Ordinary Shares are issued pursuant to the Initial Issue). Since the Company has not commenced operations and therefore not generated any earnings, the Initial Issue will represent a significant gross change to the Company. Under the Initial Issue, on the basis that 200 million Ordinary Shares are to be issued, the net assets of the Company would increase by approximately £197 million immediately after First Admission on the basis that the expenses of the Initial Issue are capped at 1.5 per cent. of the Gross Issue Proceeds (being the maximum capped costs and expenses to be borne by the Company pursuant to the Initial Issue). The costs and expenses of the Initial Issue are expected to be lower than the capped amount in the event that the Gross Issue Proceeds are £200 million or more. Following completion of the Initial Issue, the Net Proceeds of the Initial Issue will be invested in accordance with the Company's investment policy and pending investment will be held on deposit or invested in near cash instruments and consequently it is expected that the Company will derive earnings from Gross Assets in the form of dividends and interest.

(b) The Initial Issue will result in the existing Ordinary Shares being diluted by 99.99 per cent. (assuming Gross Issue Proceeds of £200 million). None of the Ordinary Shares available under the Initial Issue are being underwritten.

(c) The Initial Placing and each Subsequent Placing are being carried out on behalf of the Company by Liberum, Zeus Capital and the Investment Adviser, each of which is authorised and regulated in the United Kingdom by the Financial Conduct Authority.

(d) The Investment Adviser may be a promoter of the Company. Save as disclosed in paragraph 9 of this Part VIII above no amount or benefit has been paid, or given, to the promoter or any of its subsidiaries since the incorporation of the Company and none is intended to be paid, or given.

(e) Each of the Investment Adviser, Liberum and Zeus Capital has given and not withdrawn its written consent to the issue of this Prospectus with references to its name in the form and context in which such references appear. The telephone number of the Investment Adviser is +44 (0)207 332 7500.

(f) The Investment Adviser accepts responsibility for: the information in Part I of this Prospectus under the heading "Relevant as a crossover investor" and Part III of this Prospectus under the heading "Investment Adviser Track Record". The Investment Adviser has taken all reasonable care to ensure that the information contained in Part I of this Prospectus under the heading "Investment Highlights" and Part III of this Prospectus under the heading "Investment Adviser Track Record" is, to the best of its knowledge, in accordance with the facts and contains no omissions likely to affect its import.

(g) Where information contained in this Prospectus has been sourced from a third party, 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.

(h) The Company has no existing interests in real property and has no tangible fixed assets which are material to its business.

(i) Since incorporation, the Company has not made up any financial statements or published any financial information.

15. Intermediaries

The Intermediaries authorised as at the date of this Prospectus to use this Prospectus in connection with the Intermediaries Offer are:

Alliance Trust Savings Limited of 8 West Marketgait, Dundee, DD1 9YP*

AJ Bell Securities Limited of 4 Exchange Quay, Salford Quays, Manchester, M5 3EE*

Equiniti Financial Services Limited of Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA*

Hargreaves Lansdown Asset Management Limited of 1 College Square South, Anchor Road, Bristol, BS1 5HL*

iDealing.com Ltd of Suite 605, 150 Minories, London, EC3N 1LS*

Interactive Investor Services Limited of Exchange Court, Duncombe Street, Leeds, LS1 4AX*

Jarvis Investment Management Limited of 78 Mount Ephraim, Tunbridge Wells, TN4 8BS*

The Share Centre Limited of Oxford House, Oxford Road, Aylesbury, HP21 8SZ*

Redmayne-Bentley LLP of 9 Bond Court, Leeds, LS1 2JZ*

* Intermediaries through which any member of the public is able to apply for Shares.

16. Documents Available for Inspection

Copies of the Articles and this Prospectus will be available for inspection at the registered office of the Company during normal business hours on any weekday (bank and public holidays excepted) up to and including 10 October 2019 and at Travers Smith LLP, 10 Snow Hill, London EC1A 2AL.

A copy of this Prospectus has been submitted to the National Storage Mechanism and is available for inspection at http://www.morningstar.co.uk/uk/NSM. Copies of this Prospectus may be obtained, free of charge during normal business hours on any weekday (bank and public holidays excepted) at the Company's registered office up to and including 10 October 2019.

This Prospectus is dated 11 October 2018.

Part IX: Terms and Conditions of the Initial Placing and the Placing Programme

1. Introduction

Each investor which confirms its agreement to subscribe for Ordinary Shares under the Initial Placing and/or any Subsequent Placing (as applicable) to Liberum or Zeus Capital (as applicable) (for the purposes of this Part IX, a "**Placee**") will be bound by these terms and conditions and will be deemed to have accepted them.

Each of the Company, Liberum and/or Zeus Capital, as applicable, may require a 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 (for the purposes of this Part IX, a "**Placing Letter**"). The terms of this Part IX will, where applicable, be deemed to be incorporated into that Placing Letter.

2. Agreement to Subscribe for Ordinary Shares/C Shares

Conditional on, amongst other things: (i) First Admission occurring and becoming effective by 8.00 a.m. (London time) on or prior to 6 November 2018 (or such later time and/or date, not being later than 8.00 a.m. on 21 December 2018 as the Company and Liberum may agree), or the relevant Placing Programme Admission occurring in respect of any Subsequent Placing not later than 8.00 a.m. on such date as may be agreed between the Company and Liberum prior to the closing of the relevant placing, not being later than 10 October 2019; (ii) in the case of the Initial Placing, the minimum gross proceeds of £75 million being raised pursuant to the Initial Placing; (iii) in the case of any issue under a Subsequent Placing, to the extent required by the Prospectus Rules and the FSMA, a valid supplementary prospectus being published by the Company; (iv) the Placing Agreement becoming otherwise unconditional in all respects (other than in respect of any condition regarding First Admission) in relation to the relevant issue and not having been terminated in accordance with its terms on or before 8.00 a.m. on the date of the First Admission or the relevant Programme Admission, as applicable; and (v) Liberum or Zeus Capital (as applicable) confirming to the Placees their allocation of Ordinary Shares or C Shares, as applicable, a Placee agrees to become a member of the Company and agrees to subscribe for those Ordinary Shares and/or C Shares allocated to it by Liberum or Zeus Capital (as applicable) at the Initial Issue Price or the applicable Placing Programme Price (as the case may be). To the fullest extent permitted by law, each Placee acknowledges and agrees that it will not be entitled to exercise any remedy of rescission at any time. This does not affect any other rights the Placee may have.

Multiple applications or suspected multiple applications on behalf of a single investor are liable to be rejected.

Fractions of Shares will not be issued.

3. Payment for Ordinary Shares/C Shares

Each Placee undertakes to pay in full the Initial Issue Price or the Placing Programme Price, as applicable, for the Ordinary Shares or C Shares issued to such Placee in the manner and by the time directed by Liberum or Zeus Capital (as applicable). In the event of any failure by a Placee to pay as so directed and/or by the time required by Liberum or Zeus Capital (as applicable), the relevant Placee shall be deemed hereby to have irrevocably and unconditionally appointed Liberum or Zeus Capital (as applicable), or any nominee of Liberum or Zeus Capital (as applicable) as its agent to use its reasonable endeavours to sell (in one or more transactions) any or all of the Ordinary Shares or C Shares (as applicable) in respect of which payment shall not have been made as directed, and to indemnify Liberum or Zeus Capital (as applicable) and its respective affiliates on demand in respect of any liability for stamp duty and/or stamp duty reserve tax or any other liability whatsoever arising in respect of any such sale or sales.

A sale of all or any of such Ordinary Shares or C Shares shall not release the relevant Placee from the obligation to make such payment for relevant Ordinary Shares or C Shares to the extent that Liberum or Zeus Capital (as applicable) or its nominee has failed to sell such Ordinary Shares or C Shares at a consideration which, after deduction of the expenses of such sale and payment of stamp duty and/or stamp duty reserve tax as aforementioned, is equal to or exceeds the Initial Issue Price or Placing Programme Price.

4. Representations, Warranties and Undertakings

4.1 By agreeing to subscribe for Ordinary Shares or C Shares (as applicable), each Placee which enters into a commitment to subscribe for Ordinary Shares or C Shares (as applicable) (for the purposes of this Part IX, a "**Placing Commitment**") will (for itself and for any person(s) procured by it to subscribe for Ordinary Shares or C Shares and any nominee(s) for any such person(s)) be deemed to acknowledge, understand, undertake, represent and warrant to each of the Company, the Investment Adviser, the Registrar, Liberum and Zeus Capital that:

4.1.1 in agreeing to subscribe for Ordinary Shares or C Shares (as applicable) under the Initial Placing and/or Subsequent Placing, it is relying solely on this Prospectus and any supplementary prospectus issued by the Company prior to First Admission or the relevant Programme Admission (as applicable) and not on any other information given, or representation or statement made at any time, by any person concerning the Company, the Ordinary Shares, the C Shares or the Initial Placing and/or any Subsequent Placing. It agrees that none of the Company, the Investment Adviser, the Registrar, Liberum or Zeus Capital nor any of their respective officers, agents, employees or affiliates, will have any liability for any other information or representation. It irrevocably and unconditionally waives any rights it may have against any such persons in respect of any other information or representation;

4.1.2 if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for Ordinary Shares or C Shares under the Initial Placing or any Subsequent Placing, it warrants that it has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any such territory or jurisdiction and that it has not taken any action or omitted to take any action which will or might reasonably be expected to result in the Company, the Investment Adviser, the Registrar, Liberum, Zeus Capital or any of their respective officers, agents, employees or affiliates acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with the Initial Placing or any Subsequent Placing;

4.1.3 it has carefully read and understands this Prospectus and any supplementary prospectus issued by the Company prior to First Admission or the relevant Programme Admission (as applicable) in its entirety and acknowledges that it is acquiring Ordinary Shares or C Shares on the terms and subject to the conditions set out in this Part IX and, as applicable, in the contract note or oral or email placing confirmation, as applicable, referred to in paragraph 4.1.11 of this Part IX (for the purposes of this Part IX, the "**Contract Note**" or the "**Placing Confirmation**") and the Placing Letter (if any) and the Articles as in force at the date of First Admission or the relevant Programme Admission (as applicable);

4.1.4 it has not relied on Liberum or Zeus Capital, or any person affiliated with Liberum or Zeus Capital in connection with any investigation of the accuracy of any information contained in this Prospectus;

4.1.5 the content of this Prospectus and any supplementary prospectus issued by the Company is exclusively the responsibility of the Company and its Directors and neither Liberum, Zeus Capital, the Investment Adviser, the Registrar, nor any person acting on their behalf nor any of their affiliates are responsible for or shall have any liability for any information, representation or statement contained in this Prospectus (and any such supplementary prospectus issued by the Company) or any information previously published by or on behalf of the Company and will not be liable for any decision by a Placee to participate in the Initial Placing and/or any Subsequent Placing based on any information, representation or statement contained in this Prospectus or otherwise;

4.1.6 no person is authorised in connection with the Initial Placing and/or any Subsequent Placing to give any information or make any representation other than as contained in this Prospectus and any supplementary prospectus issued by the Company prior to the date of First Admission or the relevant Placing Programme Admission and, if given or made, any information or representation must not be relied upon as having been authorised by Liberum, Zeus Capital, the Company, the Investment Adviser or the Registrar;

4.1.7 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;

4.1.8 the price per Ordinary Share and/or C Share is fixed at the Initial Issue Price or the Placing Programme Price (which shall be £1.00 in respect of any C Shares) as applicable and is payable to Liberum or Zeus Capital (as applicable) on behalf of the Company in accordance with the terms of this Part IX and, as applicable, in the Contract Note or Placing Confirmation and the Placing Letter (if any);

4.1.9 it has the funds available to pay in full for the Ordinary Shares or C Shares for which it has agreed to subscribe pursuant to its Placing Commitment and that it will pay the total subscription in accordance with the terms set out in this Part IX and, as applicable, as set out in the Contract Note or Placing Confirmation and the Placing Letter (if any) on the due time and date;

4.1.10 its commitment to acquire Ordinary Shares and/or C Shares under the Initial Placing or any Subsequent Placing (as applicable) will be agreed orally or in writing (which shall include by email) with Liberum or Zeus Capital (as applicable) as agent for the Company and that a Contract Note or Placing Confirmation will be issued by Liberum or Zeus Capital (as applicable) as soon as possible thereafter. That oral or written agreement will constitute an irrevocable, legally binding commitment upon that person (who at that point will become a Placee) in favour of the Company and Liberum or Zeus Capital (as applicable) to subscribe for the number of Ordinary Shares and/or C Shares (as applicable) allocated to it and comprising its Placing Commitment at the Initial Issue Price or the Placing Programme Price (as applicable) on the terms and conditions set out in this Part IX and, as applicable, in the Contract Note or Placing Confirmation and the Placing Letter (if any) and in accordance with the Articles in force as at the date of First Admission or the relevant Programme Admission (as applicable). Except with the consent of Liberum or Zeus Capital (as applicable) such oral or written commitment will not be capable of variation or revocation after the time at which it is made;

4.1.11 its allocation of Ordinary Shares and/or C Shares under the Initial Placing and/or the Placing Programme (as applicable) will be evidenced by Contract Note or Placing Confirmation, as applicable, confirming: (i) the number of Ordinary Shares and/or C Shares that such Placee has agreed to acquire; (ii) the aggregate amount that such Placee will be required to pay for such Ordinary Shares and/or C Shares; and (iii) settlement instructions to pay Liberum or Zeus Capital (as applicable) as agent for the Company. The terms of this Part IX will be deemed to be incorporated into that Contract Note or Placing Confirmation;

4.1.12 settlement of transactions in the Ordinary Shares and/or C Shares following First Admission or the relevant Programme Admission (as applicable), will take place in CREST but Liberum or Zeus Capital (as applicable) reserves the right in its absolute discretion to require settlement in certificated form if, in its opinion, delivery or settlement is not possible or practicable within the CREST system within the timescales previously notified to the Placee (whether orally, in the Contract Note or Placing Confirmation, in the Placing Letter (if any) or otherwise) or would not be consistent with the regulatory requirements in any Placee's jurisdiction;

4.1.13 none of the Ordinary Shares or C Shares have been or will be registered under the laws of any member state of the EEA (other than the United Kingdom), the United States, Canada, Japan, Australia, the Republic of South Africa or any other jurisdiction where the extension or availability of the Initial Placing and/or any Subsequent Placing would breach any applicable law. Accordingly, neither the Ordinary Shares nor the C Shares may be offered, sold, issued or delivered, directly or indirectly, within any of the following: any member state of the EEA (a "**Member State**") (other than the United Kingdom), the United States, Canada, Japan, Australia, the Republic of South Africa or any other jurisdiction where the extension or availability of the Initial Placing and/or any Subsequent Placing would breach any applicable law unless an exemption from any registration requirement is available;

4.1.14 it: (i) is entitled to subscribe for the Ordinary Shares and/or C Shares under the laws of all relevant jurisdictions; (ii) has fully observed the laws of all relevant jurisdictions; (iii) has the requisite capacity and authority and is entitled to enter into and perform its obligations as a subscriber for Ordinary Shares and/or C Shares and will honour such obligations; and (iv) has obtained all necessary consents and authorities to enable it to enter into the transactions contemplated hereby and to perform its obligations in relation thereto;

4.1.15 if it is within the United Kingdom, it is: (a): (i) a qualified investor within the meaning of Section 86(d) of the FSMA; and (ii) a person who falls within Articles 49(2)(a) to (d), 19(1) or 19(5) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 or is a person to whom the Ordinary Shares or C Shares may otherwise lawfully be offered whether under such Order or otherwise; or (b) 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 or C Shares may be lawfully offered under that other jurisdiction's laws and regulations;

4.1.16 if it is a resident in a Member State (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; and (b) otherwise permitted to be marketed to in accordance with the provisions of the AIFM Directive as implemented in the relevant Member State in which it is located;

4.1.17 in the case of any Ordinary Shares or C Shares acquired by a Placee as a financial intermediary within the meaning of the law in the relevant Member State implementing Article 2(1)(e)(i), (ii) or (iii) of the Prospectus Directive: (i) the Ordinary Shares or C Shares acquired by it in the Initial Placing and/or any Subsequent Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any relevant Member State other than qualified investors, as that term is defined in the Prospectus Directive, or in circumstances in which the prior consent of Liberum or Zeus Capital (as applicable) has been given to the offer or resale; or (ii) where Ordinary Shares or C Shares have been acquired by it on behalf of persons in any relevant Member State other than qualified investors, the offer of those Ordinary Shares or C Shares to it is not treated under the Prospectus Directive as having been made to such persons;

4.1.18 if it is outside the United Kingdom, neither this Prospectus (and any supplementary prospectus issued by the Company) nor any other offering, marketing or other material in connection with the Initial Placing and/or any Subsequent Placing or the Ordinary Shares or C Shares (for the purposes of this Part IX, each a "**Placing Document**") constitutes an invitation, offer or promotion to, or arrangement with, it or any person for whom it is procuring to subscribe for Ordinary Shares or C Shares pursuant to the Initial Placing and/or any Subsequent Placing unless, in the relevant territory, such offer, invitation, promotion 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 or C 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;

4.1.19 (i) the Ordinary Shares and C Shares have not been and will not be registered under the Securities Act and are being offered only in "offshore transactions" to non-US persons as defined in and pursuant to Regulation S and that it is purchasing the Shares outside the United States in compliance with such regulations; (ii) the Company has not registered, and does not intend to register, as an investment company under the Investment Company Act and the Ordinary Shares and C Shares may only be transferred in circumstances which will not result in the Company being required to register under the Investment Company Act; and (iii) that, in each case, it agrees to sell, transfer, assign, pledge or otherwise dispose of the Ordinary Shares and C Shares in offshore transactions in compliance with Regulation S (which includes, for the avoidance of doubt, any *bona fide* sale on the London Stock Exchange's Main Market) or in transactions that are exempt from registration under the Securities Act and do not require the Company to register under the Investment Company Act;

4.1.20 if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for Ordinary Shares or C Shares under the Initial Placing and/or any Subsequent Placing, 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 such territory or jurisdiction and that it has not taken any action or omitted to take any action which will or might reasonably be expected to result in the Company, the Investment Adviser, the Registrar, Liberum, or Zeus Capital, or any of their respective officers, agents, employees or affiliates acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with the Initial Placing and/or any Subsequent Placing;

4.1.21 if: (a) it is a US person (as defined in Regulation S), it is a QIB that is also a QP, and has acknowledged and complied with all of the requirements set forth in section 5 below, including the delivery of a signed Investor Representation Letter to the Company and Liberum or Zeus Capital (as applicable); and (b) if it is not a US person, that: (i) neither the Ordinary Shares nor the C Shares have been or will be registered under the Securities Act and are being offered outside the United States in compliance with Regulation S and that it is purchasing such Shares outside the United States in compliance with such regulations; (ii) the Company has not registered, and does not intend to register, as an investment company under the Investment Company Act and the Ordinary Shares and C Shares may only be transferred under circumstances which will not result in the Company being required to register under the Investment Company Act; and (iii) that, in each case, it agrees to sell, transfer, assign, pledge or otherwise dispose of the Shares in offshore transactions in compliance with Regulation S (which includes, for the avoidance of doubt, any *bona fide* sale on the London Stock Exchange's Main Market for listed securities) or in transactions that are exempt from registration under the Securities Act and do not require the Company to register under the Securities Act and do not require the Company to register under the Securities Act and do not require the Company to register under the Investment Company Act;

4.1.22 it has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this Prospectus (and any supplementary prospectus issued by the Company) or any other Placing Document to any persons within the United States or to any US Person, nor will it do any of the foregoing;

4.1.23 it does not have a registered address in, and is not a citizen, resident or national of Canada, Japan, Australia, the Republic of South Africa or any other jurisdiction in which it is unlawful to make or accept an offer of the Ordinary Shares or C Shares and it is not acting on a non-discretionary basis for any such person;

4.1.24 if the Placee is a natural person, such Placee is not under the age of majority (18 years of age in the United Kingdom) on the date of such Placee's agreement to subscribe for Ordinary Shares and/or C Shares under the Initial Placing and/or any Subsequent Placing and will not be any such person on the date that such subscription is accepted;

4.1.25 (i) it has communicated or caused to be communicated and will communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) relating to the Ordinary Shares and C Shares only in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person; and (ii) that no Placing Document is being issued by either Liberum or Zeus Capital in its capacity as an authorised person under section 21 of the FSMA and the Placing Documents may not therefore be subject to the controls which would apply if the Placing Documents were made or approved as financial promotion by an authorised person;

4.1.26 it is aware of and acknowledges that it is required to comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the in, from or otherwise involving, the United Kingdom;

4.1.27 it is aware of the obligations regarding insider dealing in the Criminal Justice Act 1993, the Market Abuse Regulation and the Proceeds of Crime Act 2002 and confirms that it has and will continue to comply with those obligations;

4.1.28 no action has been taken or will be taken in any jurisdiction other than the United Kingdom that would permit a public offering of the Ordinary Shares or C Shares or possession of this Prospectus (and any supplementary prospectus issued by the Company), in any country or jurisdiction where action for that purpose is required;

4.1.29 neither Liberum, Zeus Capital, nor any of its or their affiliates nor any person acting on their behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Initial Placing and/or any Subsequent Placing or providing any advice in relation to the Initial Placing and/or Subsequent Placing and participation in the Initial Placing and/or any Subsequent Placing is on the basis that it is not and will not be a client of either Liberum or Zeus Capital and that neither Liberum nor Zeus Capital has duties or responsibilities to it for providing the protections afforded to its clients or for providing advice in relation to the Initial Placing and/or Subsequent Placing nor, if applicable,

in respect of any representations, warranties, undertaking or indemnities contained in any Placing Letter;

4.1.30 that, save in the event of fraud on the part of Liberum and/or Zeus Capital, none of Liberum, Zeus Capital, its or their ultimate holding companies, any direct or indirect subsidiary undertakings of such holding Company, any of its respective directors, members, partners, officers and employees shall be responsible or liable to a Placee or any of its clients for any matter arising out of Liberum's role as sponsor, global co-ordinator and joint bookrunner or Zeus Capital's role as joint bookrunner or otherwise in connection with the Initial Placing and/or Subsequent Placing and that where any such responsibility or liability nevertheless arises as a matter of law the Placee and, if relevant, its clients, will immediately and irrevocably waive any claim against any of such persons which the Placee or any of its clients may have in respect thereof;

4.1.31 that where it is subscribing for Ordinary Shares or C Shares for one or more managed, discretionary or advisory accounts, it is authorised in writing for each such account: (i) to subscribe for the Ordinary Shares or C Shares for each such account; (ii) to make on each such account's behalf the undertakings, acknowledgements, representations, warranties and agreements set out in this Prospectus; and (iii) to receive on behalf of each such account any documentation relating to the Initial Placing and/or any Subsequent Placing in the form provided by the Company and Liberum or Zeus Capital (as applicable). It agrees that the provision of this paragraph shall survive any resale of the Ordinary Shares or C Shares by or on behalf of any such account;

4.1.32 it irrevocably appoints any Director and any director or duly authorised employee or agent of Liberum or Zeus Capital (as applicable) 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 and/or C Shares comprising its Placing Commitment in the event of its own failure to do so;

4.1.33 if the Initial Placing and/or any Subsequent Placing does not proceed or the relevant conditions under the Placing Agreement are not satisfied or the Ordinary Shares or C Shares for which valid applications are received and accepted are not admitted to listing on the Official List and to trading on the London Stock Exchange's Main Market for listed securities for any reason whatsoever then none of Liberum, Zeus Capital, the Company, the Investment Adviser and persons controlling, controlled by or under common control with any of them, and any of their respective employees, agents, officers, members, stockholders, partners or representatives, shall have any liability whatsoever to it or any other person;

4.1.34 in connection with its participation in the Initial Placing and/or any Subsequent Placing under the Placing Programme it has observed all relevant legislation and regulations, in particular (but without limitation) those relating to money laundering ("**Money Laundering Legislation**") and that its application is only made on the basis that it accepts full responsibility for any requirement to verify the identity of its clients and other persons in respect of whom it has applied. In addition, it warrants that it is a person: (i) subject to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 in force in the United Kingdom; or (ii) subject to the Money Laundering Directive (2015/849/EC of the European Parliament and of the EC Council of 20 May 2015 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing); or (iii) subject to the Guernsey AML Requirements; or (iv) 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 Legislation;

4.1.35 due to anti-money laundering requirements, Liberum, Zeus Capital and the Company may require proof of identity and verification of the source of the payment before the application for Ordinary Shares or C Shares under the Initial Placing and/or any Subsequent Placing can be processed and that, in the event of delay or failure by the applicant to produce any information required for verification purposes, Liberum, Zeus Capital and the Company may refuse to accept the application and the subscription monies relating thereto. It holds harmless and will hold harmless and indemnify Liberum, Zeus Capital and the Company against any liability, loss or cost ensuing due to the failure to process such application, if such information as has been requested has not been provided by it in a timely manner;

4.1.36 it acknowledges and agrees that information provided by it to the Company or the Registrar will be stored both on the Registrar's and the Company Secretary's computer system and manually. It acknowledges and agrees that for the purposes of the Data Protection Legislation, the Registrar, the Company Secretary, Liberum and Zeus Capital are each required to specify the purposes for which they will hold personal data. For the purposes of this Part IX "**Data Protection Legislation**" means any law applicable from time to time relating to the processing of personal data and/or privacy, as in force at the date of this Agreement or as re-enacted, applied, amended, superseded, repealed or consolidated, including without limitation, the UK Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Data Protection (Guernsey) Law, 2017, in each case including any legally binding regulations, direction and orders issued from time to time under or in connection with any such law. The Registrar, the Company Secretary, Liberum and Zeus Capital will only use such information for the purposes set out below (collectively, the "**Purposes**"), being to:

(a) process its personal data (including special categories of personal data (as defined in applicable Data Protection Legislation)) as required for or in connection with the holding of Ordinary Shares and/or C Shares, including processing personal data in connection with credit and money laundering checks on it and effecting the payment of dividends and other distributions to Shareholders;

(b) communicate with it as necessary in connection with the proper running of its business affairs and generally in connection with the holding of Ordinary Shares and/or C Shares;

(c) provide personal data to such third parties as are or shall be necessary in connection with the proper running of its business affairs and generally in connection with the holding of Ordinary Shares and/or C Shares or as the Data Protection Legislation may require, including to third parties outside the United Kingdom or the European Economic Area (subject to the use of a transfer mechanism which is approved at the relevant time by the European Commission or any other regulatory body which has or acquires the right to approve methods of transfer of personal data outside the UK);

(d) process its personal data for the purpose of their internal record-keeping and reporting obligations.

4.1.37 in providing Liberum, Zeus Capital, the Registrar and the Company Secretary with information, and to the extent that such information relates to a third party procured by a Placee to subscribe for Ordinary Shares and/or C Shares and any nominee for any such persons, it hereby represents and warrants to Liberum, Zeus Capital, the Registrar and the Company Secretary that it has obtained any necessary consents of any data subject whose data it has provided, to Liberum, Zeus Capital, the Registrar and the Company Secretary and their respective associates holding and using their personal data for the Purposes (including, where required, the explicit consent of the data subjects for the processing of any personal data (including special categories of personal data (as defined in applicable Data Protection Legislation)) for the Purposes set out in paragraph 4.1.34 above) and will make the list of "Purposes" for which Liberum, Zeus Capital, the Registrar and the Company Secretary will process the data (as set out in paragraph 4.1.36) of this Agreement) available to all data subjects whose personal data may be shared by it in the performance of this Agreement. For the purposes of this Part IX, "data subject", "data controller", "data processor", "personal data" and "sensitive personal data" shall have the meanings attributed to them in the Data Protection Legislation;

4.1.38 each of Liberum and Zeus Capital is entitled to exercise any of its rights under the Placing Agreement (including, without limitation, rights of termination) or any other right in its absolute discretion without any liability whatsoever to it;

4.1.39 the representations, undertakings and warranties contained in this Part IX and, as applicable, in the Contract Note or Placing Confirmation and the Placing Letter (if any), are irrevocable. It acknowledges that Liberum, Zeus Capital and the Company and their respective affiliates will rely upon the truth and accuracy of the foregoing representations, warranties and undertakings and it agrees that if any of the representations or warranties or undertakings made or deemed to have been made by its subscription of the Ordinary Shares and/or C Shares under the Initial Placing and/or any Subsequent Placing are no longer accurate, it shall promptly notify Liberum, Zeus Capital and the Company;

4.1.40 where it or any person acting on behalf of it is dealing with Liberum and/or Zeus Capital any money held in an account with Liberum and/or Zeus Capital on behalf of it and/or any person acting on behalf of it will not be treated as client money within the meaning of the relevant rules and regulations of the FCA which therefore will not require Liberum and/or Zeus Capital to segregate such money, as that money will be held by Liberum and/or Zeus Capital under a banking relationship and not as trustee;

4.1.41 any of its clients, whether or not identified to Liberum and/or Zeus Capital (as applicable) will remain its sole responsibility and will not become clients of Liberum and/or Zeus Capital (as applicable) for the purposes of the rules of the FCA or for the purposes of any other statutory or regulatory provision;

4.1.42 the allocation of Ordinary Shares or C Shares in respect of the Initial Placing and/or any Subsequent Placing shall be determined by the Company and Liberum, and that the Company may scale back any Placing Commitment on such basis as they may determine (which may not be the same for each Placee);

4.1.43 time shall be of the essence as regards its obligations to settle payment for the Ordinary Shares or C Shares subscribed under the Initial Placing and/or any Subsequent Placing and to comply with its other obligations under the Initial Placing and/or any Subsequent Placing;

4.1.44 it authorises Liberum and/or Zeus Capital (as applicable) to deduct from the total amount subscribed under the Initial Placing and/or any Subsequent Placing, as applicable, the aggregate commission (if any) (calculated at the rate agreed with the Placee) payable on the number of Ordinary Shares or C Shares allocated under the Initial Placing and/or any Subsequent Placing, as applicable;

4.1.45 in the event that a supplementary prospectus is required to be produced pursuant to section 87G of the FSMA and in the event that it chooses to exercise any right of withdrawal pursuant to section 87(Q)(4) of the FSMA, such Placee will immediately re-subscribe for the Ordinary Shares and/or C Shares previously comprising its Placing Commitment;

4.1.46 the Initial Placing will not proceed if the Gross Issue Proceeds would be less than £75 million; and

4.1.47 the commitment to subscribe for Ordinary Shares and/or C Shares on the terms set out in this Part IX and, as applicable, in the Contract Note or Placing Confirmation and the Placing Letter (if any) will continue notwithstanding any amendment that may in the future be made to the terms of the Initial Placing and/or any Subsequent Placing and that it will have no right to be consulted or require that its consent be obtained with respect to the Company's conduct of the Initial Placing or any Subsequent Placing.

The Company, the Investment Adviser, the Registrar, Liberum and Zeus Capital will rely upon the truth and accuracy of the foregoing representations, warranties, undertakings and acknowledgements. You agree to indemnify and hold each of the Company, the Investment Adviser, the Registrar, Liberum, Zeus Capital and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of any breach of the representations, warranties, undertakings, agreements and acknowledgements in this Part IX.

5. Purchase and Transfer Restrictions for US Persons

5.1 By participating in the Initial Placing or any Subsequent Placing, each Placee located within the US is, or is acting for the account or benefit of, a US-person, as defined in Regulation S, acknowledges and agrees that it will (for itself and any person(s) procured by it to subscribe for Ordinary Shares or C Shares and any nominee(s) for any such person(s)) be further deemed to acknowledge, understand, undertake, represent and warrant to each of the Company, the Investment Adviser, the Registrar, Liberum and Zeus Capital that:

5.1.1 it is a QIB, as defined in Rule 144A under the Securities Act, that is also a QP, as defined in Section 2(a)(51) of the Investment Company Act and has delivered to the Company and Liberum or Zeus Capital (as applicable) a signed Investor Representation Letter;

5.1.2 it confirms that: (i) it was not formed for the purpose of investing in the Company; and (ii) it is acquiring an interest in the Ordinary Shares or C Shares for its own account as principal, or for the account of one or more other persons who are able to and who shall be deemed to make

all of the representations and agreements in this section 5 and in the Investor Representation Letter and for whom it exercises sole investment discretion;

5.1.3 It understands that the Ordinary Shares and any C 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 may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons absent registration except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act;

5.1.4 it acknowledges that the Company has not registered, and does not intent to register, as an investment company under the Investment Company Act and that the Company has put in place transfer and offering restrictions with respect to persons located in the United States and US persons (as defined in Regulation S) described herein so that the Company will qualify for the exemption provided under Section 3(c)(7) of the Investment Company Act and to ensure that the Company will not be required to register as an investment company;

5.1.5 it will not be entitled to the benefits of the Investment Company Act;

5.1.6 it is knowledgeable, sophisticated and experienced in business and financial matters and it fully understands the limitations on ownership and transfer and the restrictions on sales of the Ordinary Shares or C Shares;

5.1.7 it is able to bear the economic risk of its investment in the Ordinary Shares and/or C Shares and is currently able to afford the complete loss of such investment and is aware that there are substantial risks incidental to the purchase of the Ordinary Shares, and/or C Shares including those summarised under the heading "Risk Factors" in this Prospectus;

5.1.8 unless the Company expressly consents in writing otherwise, no portion of the assets used to purchase, and no portion of the assets used to hold, the Ordinary Shares or C Shares or any beneficial interest therein constitutes or will constitute the assets of: (i) an "employee benefit plan" as defined in Section 3(3) of the United States Employee Retirement Income Security Act of 1974 as amended (for the purposes of this Part IX, "**ERISA**") that is subject to Title I of ERISA; (ii) a "plan" as defined in Section 4975 of the United States Internal Revenue Code of 1986, as amended (for the purposes of this Part IX, the "U.S. Internal Revenue Code"), including an individual retirement account or other arrangement that is subject to Section 4975 of the U.S. Internal Revenue Code; or (iii) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the U.S. Internal Revenue Code. In addition, if a Placee is a governmental, church, non-U.S. or other employee benefit plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the U.S. Internal Revenue Code, its purchase, holding, and disposition of the Ordinary Shares or C Shares must not constitute or result in a non-exempt violation of any such substantially similar law;

5.1.9 any Ordinary Shares or C Shares delivered to the Placee in certificated form will contain a legend substantially to the following effect unless otherwise determined by the Company in accordance with applicable law:

"THE SECURITY OF THE COMPANY REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT AS PERMITTED BY THIS LEGEND. THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS SECURITY, REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY EXCEPT IN AN OFFSHORE TRANSACTION PURSUANT TO RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT ("REGULATION S") TO A PERSON OUTSIDE THE UNITED STATES AND NOT KNOWN BY THE TRANSFEROR TO BE A US PERSON, IF EITHER (1) AT THE TIME THE BUY ORDER ORIGINATED THE TRANSFEREE WAS OUTSIDE THE UNITED STATES, OR THE TRANSFEROR AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVED THE TRANSFEREE WAS OUTSIDE THE UNITED STATES OR (2) THE SALE IS MADE IN A TRANSACTION EXECUTED IN A DESIGNATED OFFSHORE SECURITIES

MARKET, AND TO A PERSON NOT KNOWN TO THE TRANSFEROR TO BE A US PERSON BY PRE-ARRANGEMENT OR OTHERWISE, AND UPON CERTIFICATION TO THAT EFFECT BY THE TRANSFEROR IN WRITING IN AN OFFSHORE TRANSACTION LETTER (IN THE FORM OF ANNEX I TO THE INVESTOR REPRESENTATION LETTER) OR ANOTHER FORM ACCEPTABLE TO THE ISSUER. THE TERMS "US PERSON", "OFFSHORE TRANSACTION" AND "DESIGNATED OFFSHORE SECURITIES MARKET" HAVE THE MEANINGS SET FORTH IN REGULATION S. MERIAN CHRYSALIS INVESTMENT COMPANY LIMITED HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT").

THE HOLDER OF THIS SECURITY AND ANY SUBSEQUENT TRANSFEREE WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE THAT (I) IT IS NOT, AND IS NOT ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR UNLESS IT ACQUIRES THE SECURITY ON OR PRIOR TO ADMISSION WITH THE WRITTEN CONSENT OF THE COMPANY, AND (II) (A) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF SUCH SECURITY DOES NOT AND WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986 (THE "CODE") AND (B) IF IT IS A GOVERNMENTAL, CHURCH, NON-US OR OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-US LAW THAT IS SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("SIMILAR LAW"), (1) IT IS NOT, AND FOR SO LONG AS IT HOLDS SUCH SECURITY OR INTEREST THEREIN WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-US OR OTHER LAWS OR REGULATIONS THAT COULD CAUSE THE UNDERLYING ASSETS OF THE COMPANY TO BE TREATED AS ASSETS OF A SHAREHOLDER BY VIRTUE OF ITS INTEREST IN THE SECURITY AND THEREBY SUBJECT THE COMPANY (OR ANY PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE COMPANY'S ASSETS) TO ANY SIMILAR LAW AND (2) ITS ACQUISITION, HOLDING AND DISPOSITION OF SUCH SECURITY WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY SIMILAR LAW AND (III) IT WILL AGREE TO CERTAIN TRANSFER RESTRICTIONS REGARDING ITS INTEREST IN SUCH SECURITIES. A "BENEFIT PLAN INVESTOR" MEANS (1) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA), SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, (2) A PLAN TO WHICH SECTION 4975 OF THE CODE APPLIES, OR (3) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN SUCH ENTITY.";

5.1.10 if in the future the Placee decides to offer, sell, transfer, assign or otherwise dispose of the Ordinary Shares or C Shares, it will do so only in an offshore transaction in compliance with Regulation S, provided it executes an Offshore Transaction Letter (in the form of Annex I to the Investor Representation Letter), and under circumstances which will not require the Company to register under the U.S. Investment Company Act. It acknowledges that any sale, transfer, assignment, pledge or other disposal made other than in compliance with such laws and the above stated restrictions will be subject to the compulsory transfer provisions as provided in the Articles (as amended from time to time);

5.1.11 the Company reserves the right to make inquiries of any holder of the Ordinary Shares and/or the C Shares or interests therein at any time as to such person's status under the U.S. federal securities laws and to require any such person that has not satisfied the Company that holding by such person will not violate or require registration under the U.S. securities laws to transfer such Ordinary Shares and/or C Shares, or interests in accordance with the Articles (as amended from time to time);

5.1.12 the Company is required to comply with the U.S. Foreign Account Tax Compliance Act of 2010 and any regulations made thereunder or associated therewith (for the purposes of this Part IX, "**FATCA**") and that the Company will follow FATCA's extensive reporting and withholding requirements. The Placee agrees to furnish any information and documents which the Company may from time to time request, including but not limited to information required under FATCA;

5.1.13 it is entitled to acquire the Ordinary Shares and/or C Shares, under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental

and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the Ordinary Shares and/or C Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, the Investment Adviser, the Registrar, Liberum, Zeus Capital or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with the Initial Issue or Placing Programme or its acceptance of participation in the Initial Placing and/or any Subsequent Placing;

5.1.14 it has received, carefully read and understands this Prospectus (and any supplementary prospectus issued by the Company), and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this Prospectus (and any supplementary prospectus issued by the Company) or any other presentation or offering materials concerning the Ordinary Shares and/or the C Shares to or within the United States or to any U.S. Persons, nor will it do any of the foregoing; and

5.1.15 it understands that this Prospectus (and any supplementary prospectus issued by the Company) has been prepared according to the disclosure requirements of the United Kingdom, which are different from those of the United States.

6. Supply and Disclosure of Information

If Liberum, Zeus Capital, the Registrar or the Company or any of their agents request any information about a Placee's agreement to subscribe for Ordinary Shares or C Shares under the Initial Placing and/or any Subsequent Placing, such Placee must promptly disclose it to them and ensure that such information is complete and accurate in all respects.

7. Miscellaneous

The rights and remedies of Liberum, Zeus Capital, the Registrar, the Investment Adviser and the Company 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.

On application, if a Placee is an individual, that Placee may be asked to disclose in writing or orally, his nationality. If a Placee is a discretionary fund manager, that Placee may be asked to disclose in writing or orally the jurisdiction in which its funds are managed or owned. All documents provided in connection with the Initial Placing and/or any Subsequent Placing will be sent at the Placee's risk. They may be sent by post to such Placee at an address notified by such Placee to Liberum or Zeus Capital (as applicable).

Each Placee agrees to be bound by the Articles (as amended from time to time) once the Ordinary Shares or C Shares, as applicable, which the Placee has agreed to subscribe for pursuant to the Initial Placing and/or any Subsequent Placing, have been acquired by the Placee. The contract to subscribe for Ordinary Shares or C Shares under the Initial Placing and/or any Subsequent Placing and the appointments and authorities mentioned in this Prospectus and all disputes and claims arising out of or in connection with its subject matter or formations (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of Liberum, Zeus Capital, the Company, the Investment Adviser 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.

In the case of a joint agreement to subscribe for Ordinary Shares or C Shares under the Initial Placing and/or any Subsequent Placing, references to a "Placee" in these terms and conditions are to each of the Placees who are a party to that joint agreement and their liability is joint and several.

Liberum and the Company expressly reserve the right to modify the Initial Placing and/or any Subsequent Placing (including, without limitation, its timetable and settlement) at any time before allocations are determined. The Initial Placing and/or any Subsequent Placing are subject to the satisfaction of the conditions contained in the Placing Agreement and to the Placing Agreement not having been terminated. Further details of the terms of the Placing Agreement are contained in Part VIII of this Prospectus.

Part X: Terms and Conditions of Application under the Offer for Subscription

1. Introduction

If you apply for Ordinary Shares under the Offer for Subscription, you will be agreeing with the Company, the Registrar and the Receiving Agent to the terms and conditions of application set out below.

2. Offer to acquire Ordinary Shares

Your application must be made on the Offer for Subscription Application Form attached at the end of this Prospectus or as may be otherwise published by the Company. By completing and delivering an Offer for Subscription Application Form, you, as the applicant, and, if you sign the Offer for Subscription Application Form on behalf of another person or a corporation, that person or corporation:

(a) offer to subscribe for such number of Ordinary Shares at £1.00 per Ordinary Share as may be purchased by the subscription amount specified in Box 1 on your Offer for Subscription Application Form (being a minimum of £1,000) or any smaller number for which such application is accepted at the Initial Issue Price on the terms, and subject to the conditions, set out in this Prospectus, including these terms and conditions of application and the Articles;

(b) 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 otherwise than in accordance with your statutory rights under section 87Q(4) of the FSMA and that this paragraph shall constitute a collateral contract between you and the Company which will become binding upon despatch by post to, or in the case of delivery by hand, on receipt by the Receiving Agent of, your Offer for Subscription Application Form;

(c) undertake to pay the amount specified in Box 1 on your Offer for Subscription Application Form in full on application and warrant that the remittance accompanying your Offer for Subscription 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 be in its absolute discretion and on the basis that you indemnify the Receiving Agent and the Company 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 Offer for Subscription Application Form, without interest);

(d) agree that where on your Offer for Subscription Application Form a request is made for Ordinary Shares to be deposited into a CREST Account: (i) the Receiving Agent may in its absolute discretion amend the Offer for Subscription Application Form so that such Ordinary Shares may be issued in certificated form registered in the name(s) of the holders specified in your Offer for Subscription Application Form (and you acknowledge that the Receiving Agent will so amend the Offer for Subscription Application Form if there is any delay in satisfying the identity of the applicant or the owner of the CREST Account or in receiving your remittance in cleared funds); and (ii) the Receiving Agent or the Company may authorise your financial adviser or whomever he may direct to send a document of title for or credit your CREST account in respect of the number of Ordinary Shares for which your application is accepted, and/or a crossed cheque for any monies returnable, by post at your risk to your address set out on your Offer for Subscription Application Form;

(e) agree, in respect of applications for Ordinary Shares in certificated form (or where the Receiving Agent exercises its discretion pursuant to paragraph 2(d) 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 Offer for Subscription Application Form may become entitled or pursuant to paragraph 2(d) 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 paragraph 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 considers may be, required for the purpose of Guernsey AML Requirements; and

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

(f) 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;

(g) 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 Company) following a request therefor, the Company or the Receiving Agent 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 reallotted 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;

(h) warrant and confirm that:

(i) you are not a person engaged in money laundering;

(ii) none of the monies or assets transferred or to be transferred to (or for the account of) the Company and its agents for the purposes of the subscription are or will be the proceeds of criminal activities or activities that would be criminal if carried out in the United Kingdom; and

(iii) you are not a prohibited individual or entity or resident in a prohibited country or territory listed on the United States Department of Treasury's Office of Foreign Assets Control ("**OFAC**") website and that you are not directly or indirectly affiliated with any country, territory, individual or entity named on an OAFC list or prohibited by any OAFC sanctions programmes;

(i) represent and warrant to the Company that, where you are acting as a nominee on behalf of a retail investor based in the UK, you have delivered a hard copy of the Key Information Document to each retail investor on whose behalf you are accepting the Offer for Subscription prior to receipt of each such investor's instruction to accept the Offer for Subscription;

(j) undertake to ensure that, in the case of an Offer for Subscription 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 Offer for Subscription Application Form together with full identity documents for the person so signing;

(k) undertake to pay interest at the rate described in paragraph 3(c) below if the remittance accompanying your Offer for Subscription Application Form is not honoured on first presentation;

(l) 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 Box 7 on your Offer for Subscription Application Form, but subject to paragraph 2(d) 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;

(m) confirm that you have read and complied with paragraph 8 of this Part X;

(n) agree that all subscription cheques and payments will be processed through a bank account (the "**Acceptance Account**") in the name of "Merian Chrysalis Investment Company Limited" opened with the Receiving Agent;

(o) acknowledge that any personal data supplied by an Offer for Subscription Applicant or on his behalf, shall be processed in accordance with the data collection notice which is set out on page 34 of the Prospectus; and

(p) agree that your Offer for Subscription Application Form is addressed to the Company and the Receiving Agent.

Any application may be rejected in whole or in part at the sole discretion of the Company.

3. Acceptance of your Offer

(a) The Company may accept your offer to subscribe (if your application is received, valid (or treated as valid), processed and not rejected) by notifying acceptance to the Receiving Agent, or the Receiving Agent may accept you offer on behalf of the Company.

(b) The basis of allocation will be determined by the Company and Liberum. The right is reserved notwithstanding the basis as so determined to reject in whole or in part and/or scale back any application. The right is reserved to treat as valid any application not complying fully with these terms and conditions of application or not in all respects completed or delivered in accordance with the instructions accompanying the Offer for Subscription Application Form. In particular, but without limitation, the Company may accept an application made otherwise than by completion of an Offer for Subscription 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 Offer for Subscription Application Forms and accompanying remittances which are received otherwise than in accordance with these terms and conditions of application.

(c) The Receiving Agent will present all cheques and banker's drafts for payment on receipt and will retain documents of title and surplus monies pending clearance of successful Offer for Subscription applicants' payment. The Receiving Agent may, as agent of the Company, require you to pay interest or its other resulting costs (or both) if the payment accompanying your application is not honoured on first presentation. If you are required to pay interest you will be obliged to pay the amount determined by the Receiving Agent, to be the interest on the amount of the payment from the date on which all payments in cleared funds are due to be received until the date of receipt of cleared funds. The rate of interest will be the then published bank base rate of a clearing bank selected by the Receiving Agent plus 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.

(d) The Company reserves the right in its absolute discretion (but shall not be obliged) to accept applications for less than the minimum subscription of £1,000.

4. Conditions

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

(i) First Admission occurring by 8.00 a.m. on 6 November 2018 (or such later date as the Company and Liberum may agree, being not later than 8.00 a.m. on 21 December 2018); and

(ii) the Placing Agreement becoming otherwise unconditional in all respects (save for any condition relating only to the Placing Programme) and not having been terminated on or before First Admission.

(b) 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 account.

6. Warranties

By completing an Offer for Subscription Application Form, you:

(a) warrant that, if you sign the Offer for Subscription 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;

(b) warrant that you are a resident of, and are located for the purposes of the Offer for Subscription in the United Kingdom and no other jurisdiction;

(c) warrant, if the laws of any territory or jurisdiction outside Guernsey or 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, Liberum, Zeus Capital 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 Guernsey or the United Kingdom in connection with the Offer for Subscription in respect of your application;

(d) confirm that in making an Offer for Subscription Application you are not relying on any information or representations in relation to the Company other than those contained in this Prospectus and any supplementary prospectus published by the Company prior to First Admission (on the basis of which alone your application is made) and accordingly you agree that no person responsible solely or jointly for this Prospectus, any supplementary prospectus or any part thereof shall have any liability for any such other information or representation;

(e) 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;

(f) acknowledge that no person is authorised in connection with the Offer for Subscription to give any information or make any representation other than as contained in this Prospectus and any supplementary prospectus published by the Company prior to First Admission and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, Liberum, Zeus Capital or the Receiving Agent;

(g) warrant that you are not under the age of 18 on the date of your application;

(h) 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 holders, the address of the first-named holder) as set out in your Offer for Subscription Application Form;

(i) confirm that you have reviewed the restrictions contained in paragraph 8 of this Part X below and warrant, to the extent relevant, that you (and any person on whose behalf you apply) comply or have complied with the provisions therein;

(j) agree that, in respect of those Ordinary Shares for which your Offer for Subscription Application Form has been received and processed and not rejected, acceptance of your Offer for Subscription Application Form shall be constituted by the Company instructing the Registrar to enter your name on the register of members of the Company;

(k) agree that all applications, acceptances of applications and contracts resulting therefrom under the Offer for Subscription (including any non-contractual obligations arising under or in connection therewith) shall be governed by and construed in accordance with English Law and that you submit to the exclusive 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;

(l) irrevocably authorise the Company, or the Receiving Agent or any other person authorised by any of them, as your agent, to do all things necessary to effect registration of any Ordinary Shares subscribed by or issued to you into your name and authorise any representatives of the Company and/or the

Receiving Agent to execute any documents required therefor and to enter your name on the register of members of the Company;

(m) agree to provide the Company and the Receiving Agent with any information which they may request in connection with your application or to comply with any other relevant legislation (as the same may be amended from time to time) including without limitation satisfactory evidence of identity to ensure compliance with the Guernsey AML Requirements;

(n) agree that the Receiving Agent is acting for the Company in connection with the Offer for Subscription and for no-one else and that it will not treat you as its customer by virtue of such application being accepted or owe you any duties or responsibilities concerning the price of the Ordinary Shares or concerning the suitability of the Ordinary Shares for you or be responsible to you for providing the protections afforded to its customers;

(o) unless otherwise agreed in writing with the Company, 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: (i) an "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (ii) a "plan" as defined in Section 4975 of the Internal Revenue Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the Internal Revenue Code; or (iii) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the Internal Revenue Code. In addition, if a Placee is 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 Internal Revenue Code, its purchase, holding, and disposition of the Ordinary Shares must not constitute or result in a non-exempt violation of any such substantially similar law;

(p) warrant that you are not subscribing for the Ordinary Shares using a loan which would not have been given to you or any associate or not given to you on such favourable terms, if you had not been proposing to subscribe for the Ordinary Shares;

(q) warrant that the information contained in your Offer for Subscription Application Form is true and accurate; and

(r) agree that if you request that Ordinary Shares are issued to you on a date other than First 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.

7. Money laundering

(a) You agree that, in order to ensure compliance with the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (where applicable) and the Guernsey AML Requirements, the Receiving Agent may at its absolute discretion require verification of identity from any person lodging an Application Form. Submission of an Application Form with the appropriate remittance will constitute a warranty to each of the Company, the Registrar and the Receiving Agent from the Applicant that the Money Laundering Regulations will not be breached by application of such remittance. The verification of identity requirements will not usually apply:

  (i) if the Applicant is an organisation required to comply with the Money Laundering Directive (2015/849/EC of the European Parliament and of the EC Council of 20 May 2015 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing); or

  (ii) if the Applicant is a regulated United Kingdom broker or intermediary acting as agent and is itself subject to the Money Laundering Regulations; or

  (iii) if the aggregate subscription price for the offered Ordinary Shares is less than £11,200.

(b) Failure to provide the necessary evidence of identity (in a manner satisfactory to the Company and its agents, including in respect of the manner of its certification) may result in application(s) being rejected or delays in the authorisation of documents.

(c) Without prejudice to the generality of paragraph 7(a) above, verification of the identity of applicants may be required if the total subscription price of the Ordinary Shares applied for, whether in one or more applications, exceeds the Pounds Sterling equivalent of €15,000. If in such circumstances, 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 add its stamp. If in such circumstances, you use a cheque drawn by a third party, you may be requested to provide a copy of your passport or driving licence certified by a solicitor and/or a recent original bank or building society statement or utility bill in your name and showing your current address (which originals will be returned by post at the applicant's risk).

(d) For Offer for Subscription Applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by 11.00 a.m. on 31 October 2018 directly into the bank account detailed below. The payment instruction must also include a unique reference comprising your name and MCIC which should be entered in the reference field on the payment instruction (for example: MJ SMITH MCIC 01234 567 890). Please be aware that there may be a limit on the number of characters that you can include in this field, this will be subject to your own bank's restrictions.

Bank:	The Royal Bank of Scotland plc
Sort Code:	16.08.13
A/C No:	10012025
A/C Name:	CIS PLC re MCIC Limited

(e) The Receiving Agent cannot take responsibility for identifying payments without a unique reference nor where a payment has been received but without an accompanying Offer for Subscription Application Form.

(f) You should endeavour to have the certificate contained in Box 8 of the Offer for Subscription Application Form signed by an appropriate firm as described in that Box.

8. Overseas Investors

8.1 The attention of potential investors who are not resident in, or who are not citizens of, the United Kingdom is drawn to paragraphs 8.1(a) to 8.1(e) below:

(a) The offer of Ordinary Shares under the Offer for Subscription 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 for Subscription. It is the responsibility of all Overseas Investors receiving this Prospectus and/or wishing to subscribe for the Ordinary Shares under the Offer for Subscription, 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.

(b) 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.

(c) None of the Ordinary Shares have been or will be registered under the laws of Australia, Canada, Japan or the Republic of South Africa or other political subdivision of Australia, Canada, Japan, or the Republic of South Africa. Accordingly, unless an exemption under such laws is applicable, the Ordinary Shares may not be offered, sold or delivered, directly or indirectly, within Australia, Canada, Japan or the Republic of South Africa (as the case may be). If you subscribe for Ordinary Shares you will, unless the Company agrees otherwise in writing, be deemed to represent and warrant to the Company that you are not a resident of Australia, Canada, Japan or the Republic of South Africa or a corporation, partnership or other entity organised under the laws of Australia or Canada (or any political subdivision of any of them), Japan or the Republic of South Africa and that you are not subscribing for such Ordinary Shares for the account of any resident of Australia, Canada, Japan, or the Republic of South Africa and will not offer, sell, renounce, transfer or deliver,

directly or indirectly, any of the Ordinary Shares in or into Australia, Canada, Japan or the Republic of South Africa or to any resident in Australia, Canada, Japan or the Republic of South Africa. No application will be accepted if it shows the applicant, payor or a prospective holder having an address in Australia, Canada, Japan or the Republic of South Africa.

(d) 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, Japan or the Republic of South Africa or their respective territories of possessions or any other jurisdictions where to do so would or might contravene local securities laws or regulations.

(e) The Company reserves the right to treat as invalid any agreement to subscribe for Ordinary Shares pursuant to the Offer for Subscription 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. Miscellaneous

(a) To the extent permitted by law, all representations, warranties and conditions, express or implied and whether statutory or otherwise (including, without limitation, pre-contractual representations but excluding any fraudulent representations), are expressly excluded in relation to the Ordinary Shares and the Offer for Subscription.

(b) The rights and remedies of the Company 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.

(c) The Company may agree with Liberum to shorten or extend the closing time of the Offer for Subscription from 11.00 a.m. on 31 October 2018 (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. The Company will notify investors via an RIS and any other manner, having regard to the requirements of the London Stock Exchange.

(d) The Company may terminate the Offer for Subscription in its absolute discretion at any time prior to First Admission. If such right is exercised, the Offer for Subscription will lapse and any monies will be returned as indicated without interest.

(e) The dates and times referred to in these Terms and Conditions of Application may be altered by the Company so as to be consistent with the Placing Agreement (as the same may be altered from time to time in accordance with its terms).

(f) Save where the context requires otherwise, terms used in these Terms and Conditions of the Offer for Subscription bear the same meaning as used elsewhere in this Prospectus.

Definitions

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

"Adjusted Net Asset Value at the end of a Calculation Period"	has the meaning set out on page 69
"Administrator"	Maitland Administration (Guernsey) Limited
"AIC"	the Association of Investment Companies
"AIC Code"	the AIC Code of Corporate Governance, as amended from time to time
"AIC Guide"	the AIC Corporate Governance Guide for Investment Companies, as amended from time to time
"AIF"	an Alternative Investment Fund, as defined in the AIFM Directive
"AIFM"	has the meaning set out on page 7
"AIFM Agreement"	the AIFM agreement between the Company, the Investment Adviser and the AIFM, a summary of which is set out in paragraph 9 of Part VIII of this Prospectus
"AIFM Directive"	the EU Directive on Alternative Investment Fund Managers
"Articles"	the articles of incorporation of the Company (as adopted conditionally on First Admission)
"Audit Committee"	the audit committee of the Company
"Benefit Plan Investor"	(i) an employee benefit plan that is subject to the fiduciary responsibility or prohibited transaction provisions of Title I of the ERISA (including, as applicable, assets of an insurance company general account) or a plan that is subject to the prohibited transaction provisions of section 4975 of the Internal Revenue Code (including an individual retirement account), (ii) an entity whose underlying assets include "plan assets" by reason of a plan's investment in the entity, or (iii) any "benefit plan investor" as otherwise defined in section 3(42) of ERISA or regulations promulgated by the US Department of Labor
"Board"	the directors of the Company whose names are set out on page 42 of this Prospectus
"Business Day"	any day on which the London Stock Exchange is open for business and banks are open for business in London and Guernsey (excluding Saturdays and Sundays)
"Calculation Period"	has the meaning set out on page 70
"C Shares"	Shares of no par value each in the capital of the Company issued as "C Shares" and having the rights and being subject to the restrictions set out in the Articles, which will convert into Ordinary Shares as set out in the Articles
"Companies Law"	the Companies (Guernsey) Law 2008, as amended
"Company"	Merian Chrysalis Investment Company Limited

"Company Secretary"	Maitland Administration (Guernsey) Limited
"Continuation Resolution"	an ordinary resolution that the Company continues its business as a closed-ended investment company
"CREST Guernsey Requirements"	such rules and requirements of Euroclear as may be Requirements applicable to issuers as from time to time specified in the CREST Manual
"CREST Account"	an account in the name of the relevant holder in CREST
"CTA 2010"	Corporation Tax Act 2010
"DP Law"	the Data Protection (Bailiwick of Guernsey) Law 2017, as amended
"DP Legislation"	applicable data protection legislation (including the GDPR and the DP Law) and regulatory requirements in Guernsey and/or the EEA, as appropriate
"Depositary"	Citibank Europe plc, UK Branch
"Depositary Agreement"	the depositary agreement between the Company, the Investment Adviser and Depositary, a summary of which is set out in paragraph 9 of Part VIII of this Prospectus
"Directors"	the directors of the Company whose names are set out on page 42 of this Prospectus
"DTRs" or "Disclosure Guidance and Transparency Rules"	the disclosure guidance and transparency rules made by the under Part VI of the FSMA
"EEA"	the states which comprise the European Economic Area
"ERISA"	the United States Employee Retirement Income Security Act of 1974, as amended from time to time, and the applicable regulations thereunder
"Euroclear"	Euroclear UK and Ireland Limited, the operator of CREST
"Exchange Act"	the US Securities Exchange Act of 1934, as amended from time to time
"FATCA"	the U.S. Foreign Account Tax Compliance Act of 2010
"FCA"	the Financial Conduct Authority
"First Admission"	the admission of the Ordinary Shares issued pursuant to the Initial Issue to the Official List and to trading on the Main Market of the London Stock Exchange becoming effective in accordance with the Listing Rules and/or the LSE Admission Standards
"FSMA"	the Financial Services and Markets Act 2000, as amended from time to time
"GDPR"	the General Data Protection Regulation (EU) 2016/679
"GFSC"	the Guernsey Financial Services Commission
"Gross Assets"	the aggregate value of the total assets of the Company

"Gross Issue Proceeds"	the aggregate value of the Ordinary Shares issued under the Initial Issue at the Initial Issue Price
"Governance Code"	the code of best practice including the principles of good governance published by the Financial Reporting Council in June 2008, as amended from time to time (as replaced by the UK Corporate Governance Code, from the date of its issue)
"Guernsey AML Requirements"	the Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999 (as amended), ordinances, rules and regulations made thereunder, and the GFSC's Handbook for Financial Services Businesses on Countering Financial Crime and Terrorist Financing (as amended, supplemented and/or replaced from time to time)
"High Water Mark"	has the meaning set out on page 70
"HMRC"	HM Revenue and Customs
"IFRS"	International Financial Reporting Standards, as adopted by the European Union, as amended from time to time
"Initial Issue"	the Initial Placing (which shall include the Merian Funds Investments), the Intermediaries Offer and the Offer for Subscription
"Initial Issue Price"	£1 per Ordinary Share
"Initial Placing"	the conditional placing by the Joint Bookrunners on behalf of the Company of Ordinary Shares at the Initial Issue Price closing on 1 November 2018 pursuant to the Placing Agreement
"Initial Portfolio"	the initial portfolio of the Company to be acquired from the Merian Funds pursuant to the Sale and Purchase Agreement, as detailed in paragraph 9 of Part VIII of this Prospectus
"Intermediaries"	the entities listed in paragraph 15 of Part VIII of this Prospectus, together with any other intermediary (if any) that is appointed by the Company in connection with the Intermediaries Offer after the date of this Prospectus
"Intermediaries Booklet"	the intermediaries booklet between the Company, Liberum and the Intermediaries, a summary of which is set out in paragraph 9 of Part VIII of this Prospectus
"Intermediaries Offer"	the offer of Ordinary Shares by the Intermediaries
"Internal Revenue Code"	the U.S. Internal Revenue Code of 1986, as amended
"Investment Adviser"	Merian Global Investors (UK) Limited
"Investment Advisers Act"	the US Investment Advisers Act of 1940, as amended from time to time
"Investment Company Act" or "ICA"	the US Investment Company Act of 1940, as amended from time to time
"Investor Representation Letter"	a letter to be provided by any US person to the Company and Liberum or Zeus Capital (as applicable) prior to such US Persons participation in the Initial Placing and/or the Placing Programme, certifying such US Person's compliance with certain requirements of US securities law, in a form acceptable to the Company and Liberum or Zeus Capital (as applicable)

"Investments"	has the meaning set out on page 71
"IPO"	initial public offering
"IPO Investment Unrealised Gain"	has the meaning set out on page 71
"IRS"	the US Internal Revenue Service
"Joint Bookrunners"	Liberum and Zeus Capital
"Key Information Document"	the Company's "Key Information Document", such term having the same meaning as in the PRIIPs Regulation, prepared in respect of the Ordinary Shares
"Liberum"	Liberum Capital Limited
"Listing Rules"	the Listing Rules made by the FCA under Part VI of the FSMA, as amended from time to time
"Listed Investment Value Change"	has the meaning set out on page 71
"London Stock Exchange"	London Stock Exchange plc
"Management Fee"	the fee payable by the Company to the Investment Adviser, as described in Part IV of this Prospectus
"Market Abuse Regulation" or "MAR"	the Market Abuse Regulation (596/2014/EU), or any equivalent or similar legislation implemented in the United Kingdom following the United Kingdom's withdrawal from the European Union
"Merian Funds"	each of Merian UK Mid Cap Fund, Merian UK Smaller Companies Fund, Merian UK Smaller Companies Focus Fund, Merian UK Specialist Equity Fund and Merian UK Dynamic Equity Fund
"Merian Funds Investments"	has the meaning given to it on page 74 of this Prospectus
"Master Services Agreement"	the master services agreement between the Company, the Investment Adviser and Administrator, a summary of which is set out in paragraph 9 of Part VIII of this Prospectus
"Minimum Gross Proceeds"	£75 million being the total amount to be raised by the Initial Issue prior to the deduction of the commissions and the other fees and expenses payable by the Company which are related to the Initial Issue
"Money Laundering Regulations"	the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017
"Net Asset Value" or "NAV"	the net asset value of the Company or, if the context requires, the net asset value of the Company attributable to a specific class of Shares, in each case calculated in accordance with the valuation policies of the Company from time to time as appropriate
"Net Asset Value per C Share"	the Net Asset Value specifically attributable to a C Share
"Net Asset Value per Ordinary Share"	the Net Asset Value specifically attributable to an Ordinary Share
"Net Capital Change"	has the meaning set out on page 70
"Net Proceeds"	the net proceeds of the Initial Issue, estimated at £197 million in aggregate (assuming Gross Issue Proceeds of £200 million and the

	costs and expenses of the Initial Issue being equal to 1.5 per cent. of the Gross Issue Proceeds) (being the maximum capped costs and expenses to be borne by the Company pursuant to the Initial Issue). The costs and expenses of the Initial Issue are expected to be lower than the capped amount in the event that the Gross Issue Proceeds are £200 million or more.
"Non-Qualified Holder"	any person: (i) whose ownership of shares may cause the Company's assets to be deemed "plan assets" for the purpose of ERISA or purposes of the U.S. Code; (ii) whose ownership of Shares may cause the Company to be required to register as an "investment company" under the U.S. Investment Company Act (including because the holder of the Shares is not a "qualified purchaser" as defined in the U.S. Investment Company Act); (iii) whose ownership of shares may cause the Company to register under the U.S. Exchange Act, the U.S. Securities 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 U.S. Exchange Act; (v) whose ownership of shares may result in the Company losing or forfeiting or not being able to claim the benefit of any exemption under the United States Commodity Exchange Act or any substantially equivalent successor legislation or the rules of the CFTC or the National Futures Association or analogous legislation or regulation becoming subject to any unduly onerous filing, reporting or registration requirement; (vi) whose ownership of Shares may cause the Company to be a "controlled foreign corporation" for the purposes of the U.S. Code, or may cause the Company to suffer any pecuniary disadvantage (which will include any excise tax, penalties or liabilities under ERISA or the U.S. Code including as a result of the Company's failure to comply with FATCA as a result of a Non-Qualified Holder failing to provide information as requested by the Company in accordance with the Articles); or (vii) whose ownership of Shares may cause the Company (including for such purposes, its subsidiaries) to lose the benefit of, or suffer pecuniary disadvantage as a result of not being able to take advantage of, any applicable withholding tax treaty or similar arrangement;
"Offer for Subscription"	the offer for subscription to the public in the UK of Ordinary Shares, to be issued at the Initial Issue Price, each on the terms and conditions set out in Part X of this Prospectus
"Offer for Subscription Applicant"	a person or persons (in the case of joint applicants) whose name(s) appear(s) on the registration details of an Offer for Subscription Application Form
"Offer for Subscription Application"	the offer made by an Offer for Subscription Applicant by completing an Offer for Subscription Application Form and posting (or delivering by hand during normal business hours only) it to the Receiving Agent
"Offer for Subscription Application Form"	the application form in connection with the Offer for Subscription which is set out at the end of this Prospectus
"Official List"	the Official List of the UK Listing Authority
"Ordinary Shares"	Ordinary Shares (issued and to be issued) of no par value each in the share capital of the Company
"Payment Amount"	has the meaning set out on page 71

"PDMR"	person discharging managerial responsibilities
"Performance Fee Amount"	has the meaning set out on page 71
"Performance Hurdle"	has the meaning set out on page 70
"Placee"	a person subscribing for Ordinary Shares under the Initial Placing and/or any Subsequent Placing
"Placing Agreement"	the Placing Agreement between the Company, the Directors, the Investment Adviser, Liberum and Zeus Capital, as described in paragraph 9 of Part VIII of this Prospectus
"Placing Programme"	the proposed programme of placings of Ordinary Shares and/or C Shares as described in Part VI of this Prospectus
"Placing Programme Price"	the price of Shares issued pursuant to the Placing Programme, determined in accordance with Part VI of this Prospectus
"Plan Asset Regulations"	the US Department of Labor Regulations, 29 C.F.R. 2510.3-101, as and to the extent modified by section 3(42) of ERISA
"Plans"	a tax qualified annuity plan described in section 405 of the Internal Revenue Code and an individual retirement account or individual retreat annuity as described in section 408 of the Internal Revenue Code
"POI Law"	the Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended)
"Portfolio Management Agreement"	the portfolio management agreement between the Company, the Investment Adviser and the AIFM, a summary of which is set out in paragraph 9 of Part VIII of this Prospectus
"PRIIPs Regulation"	Regulation (EU) No. 1286/2014 on key information documents for packaged retail and insurance-based investment products
"Privacy Notice"	has the meaning set out on page 34 of this Prospectus
"Programme Admission"	any admission of the Ordinary Shares and/ or C Shares issued pursuant to the Placing Programme to the Official List and to trading on the Main Market of the London Stock Exchange becoming effective in accordance with the Listing Rules and/or the LSE Admission Standards
"Prospectus"	this Prospectus, including the Appendices
"Prospectus Directive"	Directive 2010/73/EU as amended from time to time and any successor or replacement Directive
"Prospectus Rules"	the Prospectus Rules made by the FCA under Part VI of the FSMA
"Purposes"	has the meaning given to it on page 123 of this Prospectus
"QIBs"	qualified institutional buyers (as defined in Rule 144A under the Securities Act)
"QPs"	qualified purchasers (as defined in section 2(a)(51) of the Investment Company Act)

"RCIS Rules"	the Registered Collective Investment Scheme Rules 2018 (as amended)
"Receiving Agent"	Computershare Investor Services PLC
"Receiving Agent Services Agreement"	the receiving agent services agreement between the Company and the Receiving Agent, a summary of which is set out in paragraph 9 of Part VIII of this Prospectus
"Registrar"	Computershare Investor Services (Guernsey) Limited
"Registrar Agreement"	the registrar agreement between the Company and the Registrar, a summary of which is set out in paragraph 9 of Part VIII of this Prospectus
"Regulation S"	Regulation S under the Securities Act
"Regulations"	The Uncertificated Securities (Enabling Provisions) Guernsey Law, 2005, the Uncertificated Securities (Guernsey) Regulations 2009 (as amended), The Uncertificated Securities Regulations 2001 (SI 2001 No 3755), as amended by the Uncertificated Securities (Amendment) (Eligible Debt Securities) Regulations 2003 (SI 2003 No. 1633), and such other regulations as are applicable to Euroclear and/or the CREST relevant system and are from time to time in force
"RNS announcement"	an announcement by a regulatory news service
"Sale and Purchase Agreement"	the agreements entered into by the Company and the Merian Funds in respect of the acquisition of the Initial Portfolio, a summary of which is set out in paragraph 9 of Part VIII of this Prospectus
"Secret Escapes"	Secret Escapes Limited
"Securities Act"	the US Securities Act of 1933, as amended
"Shareholder"	a holder of Ordinary Shares or C Shares (as applicable) in the Company
"Shares"	the Ordinary Shares and the C Shares (as the context may require)
"shares"	transferable securities
"Similar Law"	any US federal, state, local or foreign law that is similar to provision 406 of ERISA or section 4975 of the Internal Revenue Code
"SPV"	special purpose vehicle
"Subsequent Placing"	a placing of Ordinary Shares and/or C Shares at the applicable Placing Programme Price pursuant to the Placing Programme, as described in this Prospectus
"Substantial Shareholder"	a company or body corporate that is beneficially entitled, directly or indirectly, to 10 per cent. or more of the dividends and/or share capital that controls, directly or indirectly, 10 per cent. or more of the voting rights of the Company
"Takeover Code"	the City Code on Takeovers and Mergers
"TransferWise"	TransferWise Ltd
"Treasury Regulations"	the US Department of Treasury Regulations

"UK" or "United Kingdom"	the United Kingdom of Great Britain and Northern Ireland
"UK-Guernsey IGA"	the intergovernmental agreement signed by the Chief Minister of Guernsey on 22 October 2013 with the UK
"UK Listing Authority"	the FCA acting in its capacity as the competent authority for the purposes of Part VI of the FSMA and in the exercise of its functions in respect of admission to the Official List
"Underlying Applicants"	investors who wish to acquire Ordinary Shares under the Intermediaries Offer
"US" or "United States"	the United States of America (including the District of Columbia) and any of its territories, possessions and other areas subject to its jurisdiction
"US Guernsey IGA"	the intergovernmental agreement signed by the Chief Minister of Guernsey on 13 December 2013 with the U.S. regarding the implementation of FATCA
"US Person"	a "US Person" as defined in Regulation S of the Securities Act
"US Tax Code"	the US Internal Revenue Code of 1986, as amended
"VAT"	UK Value Added Tax
"Zeus Capital"	Zeus Capital Limited

APPENDIX 1

SUPPLEMENT TO THE PROSPECTUS
OF
MERIAN CHRYSALIS INVESTMENT COMPANY LIMITED

FOR OFFERINGS IN OR TO PERSONS DOMICILED OR REGISTERED IN THE EUROPEAN ECONOMIC AREA

11 October 2018

This supplement (the "**Supplement**") for offerings in or to persons domiciled or registered in the European Economic Area (the "**EEA**") hereby supplements the prospectus dated 11 October 2018 as may be amended or supplemented from time to time (the "**Prospectus**") for Merian Chrysalis Investment Company Limited (the "**Company**") for the purposes described below. This Supplement is not a complete summary of, should be read in conjunction with and is qualified in its entirety by, the Prospectus, the articles of association of the Company and the alternative investment fund management agreement between the Company, Merian Global Investors (UK) Limited (the "**Investment Adviser**") and Maitland Institutional Services Ltd (the "**AIFM**") relating thereto and related documentation.

This Supplement is being provided to certain prospective investors as an information-only document for the purpose of providing certain summary information about an investment in the Company as required pursuant to Articles 23(1), 23(2), 23(4) and 23(5) of Directive 2011/61/EU of the European Parliament and of the Council on Alternative Investment Fund Managers and its implementing measures (the "**AIFMD**").

This Supplement does not update any information except as specifically described herein. Capitalised terms, unless otherwise defined herein, are used as defined in the Prospectus.

AIFMD DISCLOSURE

In accordance with the AIFMD, the AIFM must disclose certain prescribed information to prospective investors because it is intended that the Prospectus is to be used to market ordinary shares in the capital of the Company to professional investors in Member States of the EEA in accordance with Articles 31 and 32 of the AIFMD. The following table indicates where the required information is located within the Prospectus or sets out the required information, to the extent applicable.

Article	*Disclosure Requirement*	*Disclosure*
23(1)(A)	**INVESTMENT STRATEGY**	
1	Description of the investment strategy and objectives of the Company	Please refer to the sections titled "Investment Objective and Overview" and "Investment Policy" in Part I of the Prospectus. The "Investment Process" section in Part III of the Prospectus describes the investment strategy of the Company.
2	Description of the types of assets in which the Company may invest	Please refer to the section titled "Investment Policy" in Part I of the Prospectus.
3	Techniques the Company may employ	Please refer to the section titled "Investment Process" in Part III of the Prospectus.
4	Risks associated with those types of assets and those techniques	Please refer to the "Risk Factors" section of the Prospectus, in particular the sub-section titled "Risks related to the Company's investment objective and strategy".

Article	*Disclosure Requirement*	*Disclosure*
5	Applicable investment restrictions	Please refer to the sections titled "Investment Policy" and "Investment Restrictions" in Part I of the Prospectus.
6	Use of leverage	
a.	Circumstances in which the Company may employ leverage	Please refer to the section titled "Borrowing Policy" in Part I of the Prospectus.
b.	Types and sources of leverage permitted	There are no restrictions on the type or source of leverage that the Company is permitted to incur.
c.	All risks associated with the use of leverage	Please refer to the "Risk Factors" section of the Prospectus for a description of the risks associated with the Company's use of leverage, and in particular, the paragraph titled "*The Company may borrow in connection with its investment activities which subjects it to interest rate risk and additional losses when the value of its investments fall*".
d.	Any restrictions on the use of leverage and any collateral and asset reuse arrangements	Please refer to the section titled "Borrowing Policy" in Part I of the Prospectus for the restrictions on the use of leverage. There are no collateral or asset reuse arrangements.
e.	Maximum level of leverage which the AIFM is entitled to employ on behalf of the Company	The Company may incur indebtedness of up to a maximum of 20 per cent. of its Net Asset Value, calculated at the time of drawdown, for investment and for working capital purposes. The maximum leverage of the Company calculated in accordance with both the gross method (under Article 7 of Commission Delegated Regulation No. 231/2013 (the "**AIFMD Regulation**")) and the commitment method (under Article 8 of the AIFMD Regulation) is 120 per cent.
23(1)(B)	**CHANGE OF INVESTMENT STRATEGIES OR INVESTMENT POLICY**	
	Description of the procedures by which the Company may change its investment strategies or investment policy, or both	Any material change to the investment policy of the Company will be made only with the approval of Shareholders by ordinary resolution in accordance with the provisions of the Listing Rules. Any change to the investment policy or investment restrictions which does not amount to a material change to the investment policy may be made by the Company without the approval of Shareholders.
23(1)(C)	**CONTRACTUAL RELATIONSHIPS**	
	Description of the main legal implications of the contractual relationship entered into for the purpose of investment, including information on jurisdiction, on the applicable law and on the existence or not of any legal instruments providing for the recognition and enforcement of judgments in the territory where the Company is established	The Company is incorporated under the laws of Guernsey and accordingly, (except as detailed below), any disputes between an investor and the Company will be resolved by the Royal Courts of Guernsey in accordance with Guernsey law. Notwithstanding the foregoing, any disputes between an investor and the Company relating to the contract to subscribe for new Shares will be governed by, and

Article	*Disclosure Requirement*	*Disclosure*
		construed in accordance with, the laws of England and Wales and the Judgements (Reciprocal Enforcement) (Guernsey) Law 1957 shall apply. Accordingly, a final and conclusive judgment under which a sum of money is payable, capable of execution, obtained in the Supreme Court and the Senior Courts of England and Wales (excluding the Crown Court) would be recognised and enforced by the Royal Courts of Guernsey against the Company, but would be subject to compliance with procedural and other requirements of Guernsey's reciprocal enforcement legislation.
23(1)(D)	**SERVICE PROVIDERS**	
1	Identity of the AIFM, the Company's depositary, auditor and other service providers	The identity of the AIFM, the Depositary, the Auditor and other service providers of the Company are set out in the section of the Prospectus titled "Directors, Investment Adviser and Advisers".
2	Description of the duties of each of those service providers	The duties of the Depositary, the Administrator, Company Secretary, Registrar and Auditor are set out in Part IV of the Prospectus and the agreements entered into with each of these service providers are described in more detail in paragraph 9, "Material contracts and Related Party Transactions" of Part VIII of the Prospectus. The duties of the AIFM are set out in Part IV of the Prospectus and the AIFM Agreement is described in more detail in paragraph 9, "Material contracts and related party transactions" of Part VIII of the Prospectus. The duties of the Investment Adviser are set out in Part IV of the Prospectus and the Portfolio Management Agreement is described in more detail in paragraph 9, "Material contracts and related party transactions" of Part VIII of the Prospectus. The duties of the Joint Bookrunners are set out in Part V of the Prospectus and the Placing Agreement are described in more detail in paragraph 9, "Material contracts and related party transactions" of Part VIII of the Prospectus.
3	Description of the investors' rights in respect of those service providers	Without prejudice to any potential right of action in common law that a Shareholder may have to bring a claim against a service provider to the Company, each Shareholder's contractual relationship in respect of its investment in Ordinary Shares in the Company is with the Company only. Therefore, no Shareholder will have any contractual claim against any service provider with respect of such service provider's default pursuant to the terms of the agreement that it has entered into with the Company.

Article	*Disclosure Requirement*	*Disclosure*
		The above is without prejudice to any right a Shareholder may have to bring a claim against an FCA authorised service provider under section 13D of the Financial Services and Markets Act 2000 (which provides that breach of an FCA rule by such service provider is actionable by a private person who suffers loss as a result), or any tortious cause of action. Shareholders who believe they may have a claim under section 13D of the Financial Services and Markets Act 2000, or in tort, against any service provider in connection with their investment in the Company should consult their legal adviser.
23(1)(E)	**PROFESSIONAL INDEMNITY LIABILITY** Description of how the AIFM covers professional liability risks	The AIFM Agreement imposes certain minimum levels of professional indemnity cover which must be maintained by the AIFM during the term of the AIFM Agreement. Compliance by the AIFM with the terms of the AIFM Agreement will ensure that it complies with its obligations under Article 9(7) of the AIFMD to maintain professional indemnity insurance to cover liability arising from professional negligence.
23(1)(F) **23(2)**	**DELEGATIONS**	
23(1)(F)	Description of any delegated management functions as referred to in Annex I of the AIFMD by the AIFMD and of any safekeeping function delegated by the Depositary, the identification of the delegate and any conflicts of interest that may arise from such delegations	In accordance with Article 20 of the AIFMD, the AIFMD has delegated its investment sourcing and negotiating in respect of the Company to the Investment Adviser. Notwithstanding the foregoing, all activities engaged in under the provisions of the AIFM Agreement by the AIFM or any of its delegates (including the Investment Adviser) on behalf of the Company shall at all times be subject to the overall policies, supervision and review of the Board. The Investment Adviser's conflicts of interest policy is described in the paragraph titled "Conflicts of Interest" in Part III of the Prospectus. The Depositary has delegated the custody and safe keeping services to its affiliate Citibank N.A.
23(2)	A description of any arrangement made by the depositary to contractually discharge itself of liability	The Depositary Agreement contains customary indemnities given by the Company in favour of the Depositary.
23(1)(G)	**VALUATIONS** Description of the Company's valuation procedure and of the pricing methodology for valuing assets, including methods used to value hard-to-value assets	Please refer to the paragraph titled "Net Asset Value publication and calculation" in Part II of the Prospectus. All assets of the Company will be valued in accordance with the methods set out in the Prospectus.

Article	*Disclosure Requirement*	*Disclosure*
		The Company's accounts and the annual report will be drawn up in British pounds Sterling and in accordance with IFRS.
23(1)(H)	**LIQUIDITY RISK MANAGEMENT**	
1	Description of the Company's liquidity risk management, including redemption rights both in normal and exceptional circumstances and the existing redemption arrangements with investors	There are no redemption rights for Shareholders since the Company is closed-ended. In addition, although the Company has no fixed life, pursuant to the Articles an ordinary resolution for the continuation of the Company will be proposed at the first annual general meeting of the Company to be held following the fifth anniversary of First Admission and, if passed, every three years thereafter. Upon any such resolution not being passed, proposals will be put forward to Shareholders for the reconstruction, reorganisation or winding-up of the Company within six months. 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, the AIFM will seek to ensure that the Company holds at all times a portfolio of assets (including cash) to enable the Company to discharge its payment obligations. The Company may also maintain a short-term overdraft facility that it may utilise from time to time for short-term liquidity purposes.
23(1)(I)	**FEES AND EXPENSES**	
	Description of all fees, charges and expenses and of the maximum amounts thereof which are directly or indirectly borne by investors	Please refer to the section entitled "Fees and Expenses" in Part IV of the Prospectus. Since all such fees and expenses will be borne by the Company (subject to a cap of 1.5 per cent. of the Gross Issue Proceeds), they will be borne indirectly by investors. The fees payable by the Company in connection with the Initial Issue will not exceed £3 million, assuming Gross Issue Proceeds are £200 million. The costs and expenses of the Initial Issue are expected to be lower than the capped amount in the event that the Gross Issue Proceeds are £200 million or more. No fees or expenses of the Company will be directly borne by the investors. Given that the amount of the fees payable by the Company following First Admission are irregular in their nature, the maximum amount of fees, charges and expenses that Shareholders will bear in relation to their investment cannot be disclosed in advance.

Article	*Disclosure Requirement*	*Disclosure*
23(1)(J)	**FAIR TREATMENT OF INVESTORS** Description of how the AIFM ensures a fair treatment of investors and a description of any preferential treatment, the type of investors who obtain such preferential treatment and, where relevant, their legal or economic links with the AIFM	The Company complies with the provisions of the Listing Rules which require the Company to treat all Shareholders of a given class equally. Other than as disclosed in the Prospectus, the AIFM: ● will treat investors fairly; ● will not allow any investor to obtain preferential treatment; and ● has not entered into any agreement to allow any investor to be treated preferentially.
23(1)(K)	**ANNUAL REPORTS** The latest annual report of the Company	The Company is newly incorporated and has not yet prepared its first annual report. When published, annual reports of the Company can be found on the Company's website: www.Merian.com/Chrysalis.
23(1)(L)	**TERMS AND CONDITIONS** The procedure and conditions for the issue and sale of interests in the Company	The Shares will be offered by way of an Initial Placing, Intermediaries Offer, Offer for Subscription and Placing Programme. The procedure for the Initial Issue is set out in Part V of the Prospectus. The procedure for the Placing Programme is set out in Part VI of the Prospectus. The terms and conditions of the Initial Placing and the Placing Programme are set out in Part IX of the Prospectus. The terms and conditions of the Offer for Subscription are set out in Part X of the Prospectus. The procedures and/or conditions applying to any further issue of Shares will be set out in a prospectus or RNS announcement at the time any relevant offer is made. Certain restrictions on the sale and transfer of the Ordinary Shares are described in Part IX of the Prospectus under the paragraph titled "Purchase and Transfer Restrictions for US Persons".
23(1)(M)	**NET ASSET VALUE** The latest net asset value of the Company, or the latest market price of the interests of the Company	The Net Asset Value is not available as the Company is newly incorporated. When published, Net Asset Value announcements of the Company can be found on the Company's website: www.Merian.com/Chrysalis.
23(1)(N)	**HISTORICAL PERFORMANCE** Where available, the historical performance of the Company	No historic performance is available as the Company is newly incorporated.

Article	*Disclosure Requirement*	*Disclosure*
		When published, annual and interim financial statements of the Company can be found on the Company's website: www.Merian.com/Chrysalis.
23(1)(O)	**PRIME BROKERS**	
1	The identity of the prime broker and a description of any material arrangements of the Company with its prime brokers	Not applicable, the Company has not appointed any prime broker.
2	The way conflicts of interest in relation to any prime brokers are managed	Not applicable, the Company has not appointed any prime broker.
3	The provision in the contract with the depositary on the possibility of transfer and reuse of Company assets	The Depositary Agreement contains provisions permitting the transfer or re-use of Company assets in connection with the Company's or the AIFM's appointment of a prime broker. Further details of the Depositary Agreement are set out in paragraph 9 of Part VIII of the Prospectus.
4	Information relating to any transfer of liability to the prime broker that may exist	Not applicable, the Company has not appointed any prime broker.
23(1)(P)	**PERIODIC DISCLOSURES**	
	Description of how and when the information required to be disclosed periodically to investors under articles 23(4) and 23(5) (so far as relevant, leverage and risk profile) of the AIFMD will be disclosed	The AIFM is required to disclose periodically to investors: 1. the percentage of the Company's assets that are subject to special arrangements arising from their illiquid nature; 2. any new arrangements for managing the liquidity of the Company; and 3. the current risk profile of the Company and the risk management systems employed by the AIFM to manage those risks. The information shall be disclosed as part of the Company's periodic reporting to investors, as required as an issuer of listed securities on the Main Market of the London Stock Exchange, or at the same time as the Prospectus and, at a minimum, at the same time as the Company's annual report is made available. The AIFM must disclose on a regular basis: 1. any changes to: a. the maximum level of leverage that the AIFM may employ on behalf of the Company; b. any right of reuse of collateral or any guarantee granted under the leveraging arrangement; and 2. the total amount of leverage employed by the Company.

Article	*Disclosure Requirement*	*Disclosure*
		Information on changes to the maximum level of leverage and any right of reuse of collateral or any guarantee under the leveraging arrangements shall be provided without undue delay. Information on the total amount of leverage employed by the Company shall be disclosed as part of the Company's periodic reporting to investors, as required as an issuer of listed securities on the Main Market of the London Stock Exchange, or at the same time as the Prospectus and at least at the same time as the annual report is made available to investors. Without limitation to the generality of the foregoing, any of the information specified above may be disclosed: 1. in the Company's annual report; 2. in the Company's unaudited interim report; 3. by the issue of an announcement via a regulatory information service (or equivalent); or 4. by the publication of the relevant information on the Company website, www.Merian.com/Chrysalis.

APPENDIX 2

OFFER FOR SUBSCRIPTION APPLICATION FORM

If you wish to apply for Ordinary Shares, please complete, sign and return this Application Form, by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH or (during normal business hours only) by hand to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS13 8AE so as to be received by no later than 11.00 a.m. on 31 October 2018.

IMPORTANT: Before completing this Application Form, you should read the notes set out under the section entitled "Notes on how to complete the Application Form" at the back of this Application Form. All applicants must complete Boxes 1 to 3. Joint applicants should also complete Box 4.

If you have a query concerning completion of this Application Form, please call the Receiving Agent on 0370 707 4040 from within the UK or +44 (0) 370 707 4040 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 applicable international rates. The helpline is open between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded or randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of an investment in the Ordinary Shares nor give any financial, legal or tax advice.

To: The Directors,

Merian Chrysalis Investment Company Limited (the "**Company**")

1. Application

I/We offer to subscribe for such number of Ordinary Shares at the Initial Issue Price of £1.00 per Ordinary Share as may be purchased by the subscription amount set out in the box immediately below (the minimum being £1,000 and thereafter multiples of £100), fully paid subject to the Terms and Conditions of Application under the Offer for Subscription set out in Part X of the prospectus published by the Company dated 11 October 2018 and subject to the Memorandum and Articles.

Subscription Amount	

2. Personal Details (please use block capitals)

Mr, Mrs, Ms or Title:	Forenames (in full):
Surname:	
Address (in full):	
Postcode:	

3. Signature

Dated:	Signature:

4. Joint Applicants (please use block capitals)

1.	Mr, Mrs, Ms or Title:	
	Forenames (in full):	
	Surname:	
	Signature:	
2.	Mr, Mrs, Ms or Title:	
	Forenames (in full):	
	Surname:	
	Signature:	
3.	Mr, Mrs, Ms or Title:	
	Forenames (in full):	
	Surname:	
	Signature:	

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 in Boxes 2 and 4 above)

CREST Participant ID:	

CREST Member Account ID:	

6. Settlement

(a) Cheque/Banker's Draft

If you are subscribing for Ordinary Shares and paying by cheque or banker's draft, pin or staple to this form your cheque or banker's draft for the exact amount shown in Box 1 made payable to "**Computershare Investor Services PLC re: Merian Chrysalis Investment Company Limited – Offer for Subscription A/C**". Cheques and bankers payments must be drawn in Sterling on an account at a bank branch in the UK and must bear a UK bank sort code number in the top right hand corner.

(b) Electronic Bank Transfer

For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by 11.00 a.m. on 31 October 2018 directly into the bank account detailed below. The payment instruction must also include a unique reference comprising your name and MCIC which should be entered in the reference field on the payment instruction (for example: MJ SMITH MCIC 01234 567 890). Please be aware that there may be a limit on the number of characters that you can include in this field, this will be subject to your own bank's restrictions.

Bank:	The Royal Bank of Scotland plc
Sort Code:	16.08.13
A/C No:	10012025
A/C Name:	CIS PLC re MCIC Limited

(c) CREST Settlement

If you so choose to settle your application within CREST, that is DVP, you or your settlement agent/custodian's CREST account must allow for the delivery and acceptance of Ordinary Shares to be made against payment of the Initial Issue Price per Ordinary Share via a message.

Applicants will still need to complete and submit a valid Application Form to be received by no later than 11.00 a.m. on 31 October 2018.

If you require a share certificate you should not use this facility.

The Company will apply for the Ordinary Shares issued pursuant to the Offer for Subscription in uncertificated form to be enabled for CREST transfer and settlement with effect from Initial Admission (the "**Settlement Date**"). Accordingly, settlement of transactions in the Ordinary Shares will normally take place within the CREST system.

The Application Form contains details of the information which the Receiving Agent will require from you in order to settle your application within CREST, if you so choose. If you do not provide any CREST details or if you provide insufficient CREST details for the Receiving Agent to match to your CREST account, the Receiving Agent will deliver your Ordinary Shares in certificated form provided payment has been made in terms satisfactory to the Company.

The right is reserved to issue your Ordinary Shares in certificated form should the Company, having consulted with the Receiving Agent, consider this to be necessary or desirable. This right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST or any part of CREST or on the part of the facilities and/or system operated by the Receiving Agent in connection with CREST.

The person named for registration purposes in your Application Form (which term shall include the holder of the relevant CREST account) must be: (i) the person procured by you to subscribe for or acquire the relevant Ordinary Shares; or (ii) yourself; or (iii) a nominee of any such person or yourself, as the case may be. Neither the Receiving Agent nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement.

The Receiving Agent, on behalf of the Company, will input a DVP instruction into the CREST system according to the booking instructions provided by you in your Application Form. The input returned by you or your settlement agent/custodian of a matching or acceptance instruction to our CREST input will then allow the delivery of your Ordinary Shares to your CREST account against payment of the Initial Issue Price per Ordinary Share through the CREST system upon the Settlement Date.

By returning the Application Form you agree that you will do all things necessary to ensure that you or your settlement agent/custodian's CREST account allows for the delivery and acceptance of Ordinary Shares to be made prior to 8.00 a.m. on 6 November 2018 against payment of the Initial Issue Price per Ordinary Share. Failure by you to do so will result in you being charged interest at a rate equal to the London Inter-Bank Offered Rate for seven day deposits in Sterling plus 2 per cent. per annum.

To ensure that you fulfil this requirement it is essential that you or your settlement agent/custodian follow the CREST matching criteria set out below:

Trade Date:	2 November 2018
Settlement Date:	6 November 2018
Company:	Merian Chrysalis Investment Company Limited
Security Description:	Ordinary Shares
SEDOL:	BGJYPP4
ISIN:	GG00BGJYPP46

Should you wish to settle DVP, you will need to match your instructions to the Receiving Agent's Participant account 8RA05 by no later than 11.00 a.m. on 31 October 2018.

You must also ensure that you or your settlement agent/custodian has a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your/its own daily trading and settlement requirements.

In the event of late CREST settlement, the Company, after having consulted with the Receiving Agent, reserves the right to deliver Ordinary Shares outside CREST in certificated form provided payment has been made in terms satisfactory to the Company and all other conditions in relation to the Offer for Subscription have been satisfied.

7. Identity Information

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

7.1 ***For each holder being an individual enclose:***

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

7.1.2 certified copies of at least two of the following documents which purport to confirm that the address given in section 2 is that person's residential address: a recent gas, electricity, water or telephone (not mobile) bill, a recent bank statement, council rates bill or similar document issued by a recognised authority; and

7.1.3 if none of the above documents show their date and place of birth, enclose a note of such information; and

7.1.4 details of the name and address of their personal bankers from which Receiving Agent may request a reference, if necessary.

7.2 ***For each holder being a company (a holder company) enclose:***

7.2.1 a certified copy of the certificate of incorporation of the holder company; and

7.2.2 the name and address of the holder company's principal bankers from which the Receiving Agent may request a reference, if necessary; and

7.2.3 a statement as to the nature of the holder company's business, signed by a director; and

7.2.4 a list of the names and residential addresses of each director of the holder company; and

7.2.5 for each director provide documents and information similar to that mentioned in 7.1.1 to 7.1.4 above; and

7.2.6 a copy of the authorised signatory list for the holder company; and

7.2.7 a list of the names and residential/registered address of each ultimate beneficial owner interested in more than 5 per cent. of the issued share capital of the holder company and, where a person is named, also complete 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 holder company but do so indirectly via nominee(s) or intermediary entities, provide details of the relationship between the beneficial owner(s) and the holder company.

7.3 ***For each person named in 7.2.7 as a beneficial owner of a holder company 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 holder company 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 the Receiving Agent may request a reference, if necessary; and

7.4.4 enclose a list of the names and residential/ registered address of each beneficial owner owning more than 5 per cent. of the issued share capital of that beneficiary company.

7.5 ***If the payor is not a holder and is not a bank providing its own cheque or banker's payment on the reverse of which is shown details of the account being debited with such payment (see note 5 on how to complete this form) enclose:***

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 holder(s).

The Company and/or the Receiving Agent reserve 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. The declaration below may only be signed by a person or institution (being a regulated financial services firm) (the firm) which is itself subject in its own country to operation of "customer due diligence" and anti-money laundering regulations no less stringent than those which prevail in Guernsey. Acceptable countries include Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Gibraltar, Guernsey, Hong Kong, Iceland, Ireland, Isle of Man, Italy, Japan, Jersey, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Singapore, the Republic of South Africa, Spain, Sweden, Switzerland, the UK and the United States of America.

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 paragraph 6 of the accompanying Terms and Conditions of Application under the Offer for Subscription.

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 3 on behalf of the first named holder. 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:	Telephone no:
	Fax no:
Contact address:	Email address:

Each applicant detailed in this Application Form, acknowledges that all personal data about them which is supplied and detailed in this Application Form, together with any other personal data which is collected by or on behalf of the Company in connection with this application or the issue of Ordinary Shares, shall be processed in accordance with the Personal Data Collection Notice which is set out in the "Important Information" section of the Prospectus published by the Company dated 11 October 2018.

Signature of Applicant

Signed ..... Date 2018

Authorised Signatory

Notes on how to complete the Application Form

Applications should be returned to the Receiving Agent, Computershare Investor Services PLC, so as to be received no later than 11.00 a.m. (London time) on 31 October 2018.

If you have a query concerning completion of this Application Form, please call the Receiving Agent on 0370 707 4040 from within the UK or +44 (0) 370 707 4040 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 applicable international rates. The helpline is open between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded or randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of an investment in the Ordinary Shares nor give any financial, legal or tax advice.

1. Application

Fill in Box 1 with the amount of money being subscribed for Ordinary Shares. The amount being subscribed must be for a minimum of £1,000 and thereafter multiples of £100. 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 be treated most favourably in the scaling back process should this be required.

2. Personal Details

Fill in (in block capitals) the full name(s) and address of the sole first applicant. Applications may only be made by persons aged 18 or over. In the case of joint holders only the first named may bear a designation reference. A maximum of four joint holders is permitted. All holders named must sign the Application Form in Boxes 3 and 4 (where applicable).

3. Signature

All holders named in Boxes 2 and 4 (where applicable) must sign Boxes 3 and 4 (where applicable) and insert the date. The Application Form may be signed by another person on behalf of each holder if that person is duly authorised to do so under a power of attorney. The power of attorney (or a copy duly certified by a solicitor or a bank) must be enclosed for inspection (which originals will be returned by post at the addressee's risk). A corporation should sign under the hand of a duly authorised official whose representative capacity should be stated and a copy of a notice issued by the corporation authorising such person to sign should accompany the Application Form.

4. Settlement

(a) Cheque/Banker's draft

All payments by cheque or banker's draft must accompany your Application Form and be for the exact amount inserted in Box 1 of your Application Form. Applications accompanied by a post-dated cheque will not be accepted. Your payment must relate solely to the application made in the Application Form. No receipt will be issued. Your cheque or banker's draft must be made payable to "**Computershare Investor Services PLC re: Merian Chrysalis Investment Company Limited – Offer for Subscription A/C**" in respect of an application and crossed "A/C Payee Only". The cheque or banker's draft must be drawn in Sterling on an account at a bank branch in the United Kingdom which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques and bankers' drafts to be cleared through the facilities provided by any of those companies or committees, and must bear a United Kingdom bank sort code number in the top right hand corner. If you use a banker's draft or a building society cheque you should ensure that the bank or building society issuing the payment enters the name, address and account number of the person whose account is being debited on the reverse of the banker's draft or cheque and adds its stamp. Cheques should be drawn on the personal account to which you have sole or joint title to the funds. Third party cheques will not be accepted with the exception of building society cheques or bankers' drafts where the bank or building society has confirmed the name of the account holder by stamping and endorsing the cheque to such effect.

(b) Electronic Bank Transfer

For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by 11.00 a.m. on 31 October 2018 directly into the bank account detailed below. The payment instruction must also include a unique reference comprising your name and MCIC which should be entered in the reference field on the payment instruction (for example: MJ SMITH MCIC 01234 567 890). Please be aware that there may be a limit on the number of characters that you can include in this field, this will be subject to your own bank's restrictions.

Bank:	The Royal Bank of Scotland plc
Sort Code:	16.08.13
A/C No:	10012025
A/C Name:	CIS PLC re MCIC Limited

(c) CREST Settlement

The Company will apply for the Ordinary Shares issued pursuant to the Offer for Subscription in uncertificated form to be enabled for CREST transfer and settlement with effect from Initial Admission (the "**Settlement Date**"). Accordingly, settlement of transactions in the Ordinary Shares will normally take place within the CREST system.

The Application Form contains details of the information which the Receiving Agent will require from you in order to settle your application within CREST, if you so choose. If you do not provide any CREST details or if you provide insufficient CREST details for the Receiving Agent to match to your CREST account, the Receiving Agent will deliver your Ordinary Shares in certificated form provided payment has been made in terms satisfactory to the Company.

The right is reserved to issue your Ordinary Shares in certificated form should the Company, having consulted with the Receiving Agent, consider this to be necessary or desirable. This right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST or any part of CREST or on the part of the facilities and/or system operated by the Receiving Agent in connection with CREST.

The person named for registration purposes in your Application Form (which term shall include the holder of the relevant CREST account) must be: (i) the person procured by you to subscribe for or acquire the relevant Ordinary Shares; or (ii) yourself; or (iii) a nominee of any such person or yourself, as the case may be. Neither the Receiving Agent nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement.

The Receiving Agent, on behalf of the Company, will input a DVP instruction into the CREST system according to the booking instructions provided by you in your Application Form. The input returned by you or your settlement agent/custodian of a matching or acceptance instruction to our CREST input will then allow the delivery of your Ordinary Shares to your CREST account against payment of the Initial Issue Price per Ordinary Share through the CREST system upon the Settlement Date.

By returning the Application Form you agree that you will do all things necessary to ensure that you or your settlement agent/custodian's CREST account allows for the delivery and acceptance of Ordinary Shares to be made prior to 8.00 a.m. on 6 November 2018 against payment of the Initial Issue Price per Ordinary Share. Failure by you to do so will result in you being charged interest at a rate equal to the London Inter-Bank Offered Rate for seven day deposits in Sterling plus 2 per cent. per annum.

To ensure that you fulfil this requirement it is essential that you or your settlement agent/custodian follow the CREST matching criteria set out below:

Trade Date:	2 November 2018
Settlement Date:	6 November 2018
Company:	Merian Chrysalis Investment Company Limited
Security Description:	Ordinary Shares
SEDOL:	BGJYPP4
ISIN:	GG00BGJYPP46

Should you wish to settle DVP, you will need to match your instructions to the Receiving Agent's Participant account 8RA05 by no later than 11.00 a.m. on 31 October 2018.

You must also ensure that you or your settlement agent/custodian has a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your/its own daily trading and settlement requirements.

In the event of late CREST settlement, the Company, after having consulted with the Receiving Agent, reserves the right to deliver Ordinary Shares outside CREST in certificated form provided payment has been made in terms satisfactory to the Company and all other conditions in relation to the Offer for Subscription have been satisfied.

5. Identity Information

Applicants need only consider Box 6 of the Application Form if the declaration in Box 8 cannot be completed. Notwithstanding that the declaration in Box 8 has been completed and signed, the Receiving Agent reserves the right to request of you the identity documents listed in section 6 and/or to seek verification of identity of each holder and payor (if necessary) from you or their bankers or from another reputable institution, agency or professional adviser in the applicable country of residence. If satisfactory evidence of identity has not been obtained within a reasonable time your application might be rejected or revoked. Where certified copies of documents are requested in section 6, such copy documents should be certified by a senior signatory of a firm which is either a governmental approved bank, stockbroker or investment firm, financial services firm or an established law firm or accountancy firm which is itself subject to regulation in the conduct of its business in its own country of operation and the name of the firm should be clearly identified on each document certified.

6. Reliable Introducer Certificate

Applications will be subject to Guernsey anti-money laundering requirements. This will involve you providing the verification of identity documents listed in section 6 of the Application Form UNLESS you can have the certificate provided at section 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.

7. Contact Details

To ensure the efficient and timely processing of your Application Form, please provide contact details of a person the Receiving Agent may contact with all enquiries concerning your application. Ordinarily this contact person should be the person signing in Box 3 on behalf of the first named holder. 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 of completed Application Forms

Completed Application Forms should be returned, by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH or by hand (during normal business hours), to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS13 8AE so as to be received by no later than 11.00 a.m. on 31 October 2018, together in each case with payment by cheque or duly endorsed banker's draft in full in respect of the application made by the Application Form except where payment is being made by electronic bank transfer or by CREST settlement. 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.