

This document comprises a prospectus (the “**Prospectus**”) relating to Finsbury Growth & Income Trust PLC (the “**Company**”) prepared in accordance with the Prospectus Regulation and the Prospectus Regulation Rules made under section 84 of the Financial Services and Markets Act 2000 (“**FSMA**”) and made available to the public for the purposes of section 85 of FSMA. This Prospectus does not contain or constitute an offer to sell or issue Ordinary Shares or the solicitation of an offer to buy or subscribe for Ordinary Shares. This Prospectus has been approved by and filed with the Financial Conduct Authority in accordance with the Prospectus Regulation Rules.

Potential investors are recommended to seek advice from their stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under 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, before investing in the Company. Potential investors should also consider the risk factors relating to the Company set out at pages 13 to 15 of this Prospectus.

The Company, whose registered office appears on page 5 of this Prospectus, and the Directors, whose names appear on page 27 of this Prospectus, accept responsibility for the information contained in this Prospectus. To the best of the knowledge of the Company and the Directors (each of whom has taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and contains no omissions likely to affect the import of such information.

Application will be made in due course to the Financial Conduct Authority for any Ordinary Shares issued pursuant to this Prospectus to be admitted to the premium segment of the Official List. Application will also be made to the London Stock Exchange for all such Ordinary Shares to be admitted to trading on the London Stock Exchange’s main market for listed securities. The International Security Identification Number (ISIN) for the existing shares and any Ordinary Shares admitted to listing and trading is: GB0007816068.

FINSBURY GROWTH & INCOME TRUST PLC

(incorporated and registered in Scotland with registered number SC013958, an investment company under section 833 of the Companies Act 2006 (the “Act”))

Prospectus relating to the Placing Programme of up to 60,000,000 New Ordinary Shares of 25p each

Sponsor
Winterflood Securities Limited

Portfolio Manager
Lindsell Train Limited

Winterflood Securities Limited, which is authorised and regulated by the Financial Conduct Authority, is acting for the Company in connection with the issue of Ordinary Shares as described in this Prospectus and will not be responsible to anyone other than the Company for providing the protections afforded to clients of Winterflood Securities Limited or for advising any such person in connection with the issue of Ordinary Shares as described in this Prospectus.

Apart from the responsibilities and liabilities, if any, which may be imposed on Winterflood Securities Limited by FSMA or the regulatory regime established thereunder, Winterflood Securities Limited does not accept any responsibility whatsoever for the contents of this Prospectus or for any other statement made or purported to be made by it, or on its behalf, in connection with the Company, the Ordinary Shares or the Placing Programme. Winterflood Securities Limited accordingly disclaims all and any liability whether arising in tort, contract or otherwise (save as referred to above), which it might otherwise have in respect of such document or any such statement.

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

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

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

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

The distribution of this Prospectus in certain jurisdictions may be restricted by law. No action has been taken by the Company or Winterflood Securities Limited that would permit an offer of the Ordinary Shares or possession or distribution of this Prospectus or any other offering or publicity material in any jurisdiction where action for that purpose is required, other than in the United Kingdom. Persons into whose possession this Prospectus comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

The Ordinary Shares described in this Prospectus have not been, and will not be, registered under the United States Securities Act of 1933 (as amended) or the securities laws of any states of the United States or under any of the relevant securities laws of Canada, Australia, the Republic of South Africa or Japan or their respective territories or possessions. Accordingly, the Ordinary Shares may not (unless an exemption from such legislation or such laws is available) be offered, sold or delivered, directly or indirectly, in or into the United States, Canada, Australia, the Republic of South Africa or Japan or their respective territories or possessions. The Company will not be registered under the United States Investment Company Act of 1940 (as amended) and investors will not be entitled to the benefits of such legislation. Persons resident in territories other than the United Kingdom should consult their professional advisers as to whether they require any governmental or other consents or need to observe any formalities to enable them to apply for, acquire, hold or dispose of Ordinary Shares.

In particular, the attention of persons resident in the United States, Canada, Australia, the Republic of South Africa or Japan is drawn to paragraph 17 of Part 6 of this Prospectus. This Prospectus does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for Ordinary Shares in any jurisdiction in which such offer or solicitation is unlawful.

The publication or delivery of this Prospectus shall not under any circumstances imply that the information contained in this Prospectus is correct as at any time subsequent to the date of this Prospectus or that there has not been any change in the affairs of the Company since that date.

This Prospectus has been approved by the FCA of 12 Endeavour Square, London E20 1JN, as competent authority under the Prospectus Regulation. Contact information relating to the FCA can be found at <http://www.fca.org.uk/content>.

The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval shall not be considered as an endorsement of the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in securities.

The Prospectus has been drawn up as part of a simplified prospectus in accordance with Article 14 of the Prospectus Regulation. No arrangement has however been made with the competent authority in any other EEA State (or any other jurisdiction) for the use of this Prospectus as an approved prospectus in such jurisdiction and accordingly no public offer is to be made in such jurisdictions.

7 August 2019

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SUMMARY

1. Introduction, Containing Warnings

This summary should be read as an introduction to this Prospectus and any decision to invest in Ordinary Shares should be based on consideration of this Prospectus as a whole by the investor. The investor could lose all or part of their invested capital. Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under national law, have to bear the costs of translating this Prospectus before legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where 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 the Prospectus, key information in order to aid investors when considering whether to invest in Ordinary Shares.

The securities which the Company intends to issue are Ordinary Shares of the Company of 25p each, whose ISIN is GB0007816068.

Finsbury Growth & Income Trust PLC, the Company, can be contacted by writing to its registered office, 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ or by calling, within business hours, +44(0)131 476 6000. The Company can also be contacted through its AIFM, Frostrow Capital LLP, by writing to 25 Southampton Buildings, London WC2A 1AL, calling, within business hours, +44(0)20 3008 4910 or emailing info@frostrow.com. The Company's LEI is 213800NN4ZKX2LG1GQ40.

This Prospectus was approved on 7 August 2019 by the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN. Contact information relating to the Financial Conduct Authority can be found at <https://www.fca.org.uk/contact>.

2. Key information on the issuer

2.1 *Who is the issuer of the securities?*

Finsbury Growth & Income Trust PLC is a public company limited by shares incorporated in Scotland with an unlimited life under the Act and is domiciled in the United Kingdom. The Company is an investment company under section 833 of the Act. The Company's LEI is 213800NN4ZKX2LG1GQ40.

The Articles of Association of the Company provide that the Company has unlimited objects.

As at the close of business on 5 August 2019 (being the latest practicable date before publication of this Prospectus), the following parties were known to be interested in 3 per cent. or more of the Company's share capital (being the threshold for notification under the Disclosure Guidance and Transparency Rules):

<i>Shareholder</i>	<i>Number of Ordinary Shares</i>	<i>% of issued Ordinary Share Capital</i>
Hargreaves Lansdown	24,480,290	12.50
Alliance Trust Savings	14,812,666	7.56
Brewin Dolphin	14,509,916	7.41
Investec Wealth & Investment	10,368,154	5.29
AJ Bell	10,335,007	5.28
Rathbones	8,377,923	4.96
Charles Stanley	6,165,071	3.15
Interactive Investor	5,954,555	3.04

The Company is not aware of any person who, directly or indirectly, jointly or severally, exercises or could exercise control over the Company.

The Company's board of directors is comprised of:

- Anthony Townsend (Chairman)
- Neil Collins
- Kate Cornish-Bowden
- Simon Hayes
- David Hunt, FCA (Chairman of the Audit Committee)
- Lorna Tilbian

The Auditor of the Company for the financial year ended 30 September 2018 was PricewaterhouseCoopers LLP of 7 More London, Riverside, London SE1 2RT.

2.2 What is the key financial information regarding the issuer?

Table 1: Additional information relevant to closed end funds

<i>Share Class</i>	<i>Total NAV</i>	<i>No. of Ordinary Shares</i>	<i>NAV per Ordinary Share</i>	<i>Historical Performance of Company</i>
Ordinary Shares	1,794.6 million*	197,411,712*	909.06*	<p><i>Financial year ended 30 September 2018</i></p> <p>During the year the Company delivered a total return of £155.5 million made up of a net capital return of £128.0 million and a net revenue return of £27.5 million. Dividends totalling £26.0 million were declared for the year representing 15.3p per Ordinary Share.</p> <p>The Company delivered a NAV per Ordinary Share total return of 13.1 per cent. and a share price total return of 13.2 per cent. outperforming the Company's benchmark index, the FTSE All-Share Index, measured on a total return basis, which rose by 5.9 per cent. The principal contributors to NAV per Ordinary Share performance came from the Company's holdings in Hargreaves Lansdown, London Stock Exchange and Fidessa.</p> <p><i>Interim period ended 31 March 2019</i></p> <p>During the six months ended 31 March 2019 the Company delivered a total return of £46.4 million made up of a net capital return of £35.6 million and a net revenue return of £10.9 million. Dividends totalling £15.1 million were declared for the interim period representing 8.0p per Ordinary Share.</p> <p>The Company delivered a NAV per Ordinary Share total return of 2.9 per cent. and a share price total return of 2.4 per cent., outperforming the Company's benchmark index, the FTSE All-Share Index, measured on a total return basis, which fell by 1.8 per cent. The principal contributors to NAV per Ordinary Share performance came from the Company's holdings in Diageo, Mondelez International and Sage Group.</p>

* This information is accurate as at 5 August 2019, being the latest practicable date before the publication of this Prospectus.

Tables 2 and 3: Income statement and Balance sheet for closed end funds

The key figures that summarise the Company's financial condition in respect of the periods covered by the audited Annual Report and the unaudited Interim Report, which have been extracted without material adjustment from the Company's historical financial information, (unless otherwise indicated in the notes below the following table), are set out in the following table:

	<i>Audited Annual Report and accounts for the year ended 30 September 2018</i>	<i>Unaudited Interim Report for the six months ended 31 March 2019</i>
Total net assets (£'000)	1,411,790	1,556,953
NAV per Ordinary Share (pence)	812.8	827.6
<i>Revenue</i>		
Net return (£'000)	27,454	10,862
Return per Ordinary Share (pence)	16.5	6.0
Dividend per Ordinary Share (pence)	15.3	8.0
<i>Total</i>		
Return attributable to Shareholders (£'000)	155,452	46,417
Return per Ordinary Share (pence)	93.6	25.8

In the year ended 30 September 2018 the following management fees were paid:

- £1,913,000 to Frostrow under the AIFM Agreement; and
- £5,739,000 to Lindsell Train under the Portfolio Management Agreement.

In the year ended 30 September 2018 the following material fees other than the management fees referred to above were paid:

- £138,000 to the Depositary under the Depositary Agreement.

In the period running from 1 October 2018 to 31 March 2019 the following management fees were paid:

- £1,026,000 to Frostrow under the AIFM Agreement; and
- £3,076,000 to Lindsell Train under the Portfolio Management Agreement.

In period running from 1 October 2019 to 31 March 2019 the following material fees other than the management fees referred to above were paid:

- £75,000 to the Depositary under the Depositary Agreement.

The Company has a secured multicurrency revolving credit facility of £75 million, with an option to increase the facility by £25 million, for a fixed term expiring in October 2019. As at 5 August 2019 (being the latest practical date at which such figure could be ascertained before the publication of this Prospectus), £36.7 million was drawn down under this facility, which equates to net gearing of 1.0 per cent. of the Company's net assets. This is consistent with the Company's gearing policy that the Company's gearing should not exceed 25 per cent. of its net assets.

2.3 What are the key risks that are specific to the issuer?

The attention of investors is drawn to the risks associated with an investment in the Company which, in particular, include the following:

- (a) The level of concentration of the Company's investment portfolio may lead to an investment return which is materially different from the Company's benchmark index and may be

considered to carry above average risk. Further, the investment portfolio includes investment in preference shares, which are illiquid and may be difficult to realise in the form of cash.

- (b) The Company may deploy gearing. While the use of gearing is intended to enhance the total return on the Ordinary Shares where the return on the Company's underlying assets is rising and exceeds the costs associated with the gearing, it should be expected to have the opposite effect where the underlying return is less than the cost of borrowing, further reducing the total return on the Ordinary Shares. The use of gearing by the Company may increase the volatility of the NAV and market price of the Ordinary Shares.
- (c) The loss of the services of Nick Train, a director of Lindsell Train, could have an adverse effect on the Company's performance as the Company is substantially dependent on his services.
- (d) The Company currently qualifies as an Investment Trust (under Chapter 4 of Part 24 of the Corporation Tax Act 2010). Failure to qualify as such may lead to the Company being subject to corporation tax on its capital profits.
- (e) Movements in exchange rates could adversely affect the Company's financial performance. Currently certain of the Company's investments are not denominated in sterling and, further, a number of those that are, derive significant proportions of their returns in non-sterling currencies. The return to Shareholders will be affected by changes in the value of sterling to those foreign currencies in which certain investments are held or from where they derive their returns.
- (f) In addition, the process of the United Kingdom leaving the European Union may result in severe currency movements, volatility in the UK and global markets and regulatory changes that may adversely affect the Company, the Portfolio Manager and the Portfolio.

3. Key information on the securities

3.1 *What are the main features of the securities?*

3.1.1 *Ordinary Shares*

The securities which the Company intends to issue are Ordinary Shares of the Company of 25p each, whose ISIN is GB0007816068.

As at the close of business on 5 August 2019, the latest practicable date before the publication of this Prospectus, the Company had 197,411,712 fully paid Ordinary Shares of 25p par value in issue. The Company has no partly paid Ordinary Shares in issue.

3.1.2 *Rights attaching to the Ordinary Shares*

The Ordinary Shares have the following rights:

- (a) Dividend rights: all Ordinary Shares are entitled to participate in dividends which the Company declares from time to time proportionate to the amounts paid or credited as paid on such Ordinary Shares.
- (b) Rights as respect to capital: all Ordinary Shares are entitled to a distribution of capital in the same proportions as capital is attributable to them (including on a winding up). In the event of insolvency, the Shareholders will be entitled to a share in the capital of the Company in the same proportions as capital is attributable to them, only after the Company has settled all amounts owed to its creditors.
- (c) Voting rights: every Shareholder shall have one vote for each Ordinary Share held by it.

3.1.3 *Restrictions on free transferability of Ordinary Shares*

The Directors can from time to time determine that the register of shares be suspended for a specified period not exceeding in whole thirty days in each year, provided that notice is given by advertisement in one national newspaper and such other newspaper, if any, as the Act (and other company legislation) requires.

Where a registered holder in the Company fails to comply, within the specified period, with a notice given by the Directors under the Act (and other company legislation) requiring him or her to give particulars of any interest in any such shares, the Company may give that

person a restriction notice, and in the event that the shares in respect of which such a notice has been issued represent 0.25 per cent. or more of the class of share concerned, the notice may direct that no transfer will be registered unless the registered holder or bearer of them is not himself or herself in default for the failure to supply information and that person satisfies the Directors that no person in default is interested in any of the shares in question.

3.1.4 Dividend Policy

The aim of the Board's policy is to increase or at least to maintain the dividend.

The first interim dividend is typically paid in May and a second interim in November, in lieu of a final dividend.

The level of dividend growth is dependent upon the growth and performance of the companies within the Portfolio. The decision as to the level of dividend paid by the Company takes into account the income forecasts maintained by the AIFM and Portfolio Manager which are reviewed regularly by the Board. These forecasts consider dividends earned from the portfolio together with predicted future earnings.

All dividends are distributed from revenue reserves.

3.2 *Where will the securities be traded?*

Applications will be made from time to time to the FCA and the London Stock Exchange for the New Ordinary Shares to be issued pursuant to the Placing Programme to be admitted to the premium segment of the Official List under Chapter 15 of the Listing Rules and to trading on the London Stock Exchange's main market for listed securities.

3.3 *What are the key risks specific to the securities?*

The attention of investors is drawn to the risks associated with an investment in the Ordinary Shares which, in particular, include the following:

- (a) As the price of shares in an investment trust is determined by the interaction of supply and demand for those shares in the market, the price of the Ordinary Shares can fluctuate and may represent a discount to the Net Asset Value per Ordinary Share.
- (b) Conversely, the price of shares in an investment trust may represent a premium to the net asset value per share, so that investors purchasing New Ordinary Shares at a premium to the Net Asset Value per Ordinary Share may not realise the full extent of their purchase price in the event of winding up of the Company.

4. Key information on the offer of securities to the public and/or the admission to trading on a regulated market

4.1 *Under which conditions and timetable can I invest in this security?*

The Company may issue up to 60,000,000 New Ordinary Shares pursuant to the Placing Programme. The Placing Programme will open upon publication of this Prospectus on 7 August 2019 and will close on the date that is the earlier of: (i) the date that is twelve months after the date of this Prospectus; and (ii) the date on which the maximum number of New Ordinary Shares has been allotted under the Placing Programme, unless previously renewed, varied or revoked by the Company.

Under the Placing Programme New Ordinary Shares may be allotted at any time prior to the closing date of the Placing Programme subject to those New Ordinary Shares being admitted on or before the closing date of the Placing Programme. The Placing Price will be calculated by reference to the higher of the estimated cum- or ex-income Net Asset Value of each existing Ordinary Share together with a premium intended to cover the costs and expenses (including any applicable taxes) of the Placing (including, without limitation, any placing commissions together with a contribution to the fixed costs in relation to the Placing Programme). Purchasers of New Ordinary Shares

therefore bear the costs and expenses (including any applicable taxes) of the relevant Placing. Assuming a NAV of 909.06 pence (being the cum-income NAV at 5 August 2019 (being the Latest Practicable Date)), the Placing Price would be 915.42 pence, based on a premium of 0.7 per cent.

The allotment of New Ordinary Shares under the Placing Programme is at the discretion of the Directors. The minimum subscription pursuant to the Placing Programme will be 25,000 shares or such lower amount as agreed by the Company from time to time.

Applications will be made to the FCA for any New Ordinary Shares issued pursuant to the Placing Programme to be admitted to the premium segment of the Official List and to the London Stock Exchange for such New Ordinary Shares to be admitted to trading on its main market for listed securities. All New Ordinary Shares issued pursuant to the Placing Programme will be allotted conditionally on such Admission occurring.

Each investor is required to undertake to make payment for New Ordinary Shares issued to such investor in such manner as shall be directed by the Company or its agent. Payment for New Ordinary Shares issued under the Placing Programme will be made through CREST or through Winterflood or such other financial intermediary as may be authorised by the Company to use this Prospectus from time to time, in any such case in accordance with settlement instructions to be notified to Places by Winterflood or such other financial intermediary as may be authorised by the Company to use this Prospectus from time to time.

An investor may elect to receive Ordinary Shares in uncertificated form, if such investor is a system-member in relation to CREST, or certificated form. Where applicable, definitive certificates in respect of the New Ordinary Shares are expected to be dispatched by post to the relevant holders no later than ten Business Days after the relevant allotment date.

In the event that the Placing Programme is fully subscribed, an existing Shareholder holding Ordinary Shares representing 5 per cent. of the Company's issued Ordinary Share capital, as at the close of business on 5 August 2019 (being the Latest Practicable Date), who does not participate in the Placing Programme, would, following the completion of the Placing Programme, hold Ordinary Shares representing approximately 3.83 per cent. of the Company's issued Ordinary Share capital.

4.2 *Why is this Prospectus being produced?*

4.2.1 *Background to and reasons for the Placing Programme and issue of this Prospectus*

At the 2019 AGM, Shareholders granted the Directors authority to allot, on a non-pre-emptive basis, up to 18,402,671 Ordinary Shares (being equivalent to approximately 10 per cent. of the issued share capital of the Company at the date of the 2019 AGM) (the "**General Authority**"). The General Authority was granted for the period until the conclusion of the Company's annual general meeting to be held in 2020.

However, following the 2019 AGM the Company experienced significant ongoing demand for the Ordinary Shares from investors and, to satisfy this demand, the Company issued new Ordinary Shares pursuant to the General Authority. The rate at which the Ordinary Shares were being issued meant that the General Authority was unlikely to last until renewed at the Company's next annual general meeting in 2020 so the Company determined to renew it sooner.

On 29 July 2019, the Company held the July General Meeting at which the Shareholders renewed the General Authority, granting the Directors authority to allot, on a non-pre-emptive basis, up to 19,741,171 Ordinary Shares (being equivalent to approximately 10 per cent. of the issued share capital of the Company on the date of the July General Meeting). At the same meeting, in addition to the General Authority, the Shareholders granted the Directors authority to allot, on a non-pre-emptive basis, up to 60 million New Ordinary Shares pursuant to a placing programme, conditional on a placing programme prospectus being published.

In light of the continuing demand for the Ordinary Shares, and having regard to the benefits of enlarging the Company, the Directors have determined to implement the Placing Programme. In so doing, the Directors have taken into account the desirability of managing the premium to NAV per Ordinary Share at which the Ordinary Shares trade to ensure that long-term Shareholders who regularly acquire Ordinary Shares, as well as new investors, are not disadvantaged by being required to pay a high premium to acquire Ordinary Shares.

The Placing Programme is not being underwritten.

4.2.2 Use of proceeds

The Company intends to issue up to 60,000,000 New Ordinary Shares pursuant to the Placing Programme. The net proceeds of any New Ordinary Shares issued under the Placing Programme will be invested by the Portfolio Manager on behalf of the Company in accordance with the Company's published investment policy. Assuming that the Placing Programme is fully subscribed and a Placing Price of 912.00 pence per Ordinary Share (being the mid-market price as at, 5 August 2019 (being the Latest Practicable Date)), the gross proceeds would be £547.2 million the costs of the Placing Programme would be £155,000 and the net proceeds of the Placing Programme would be £547.0 million. The Directors have considered the potential impact of any issuance of New Ordinary Shares on the payment of dividends to Shareholders and they do not expect this to have a negative impact on the level of, or on the Company's ability to continue to pay, dividends on the Ordinary Shares.

4.2.3 Conflicts of interest

The AIFM, the Portfolio Manager and their respective directors, officers and employees and the Directors and any person or company with whom they are affiliated or by whom they are employed (each an "**Interested Party**") may be involved in other financial, investment or professional activities that may give rise to conflicts of interest between the duties carried out on behalf of the Company by the Interested Parties and their private interests or other duties. In particular, the Portfolio Manager and the AIFM may provide investment management, investment advice or other services in relation to other companies, funds or accounts ("**other clients**") that may have similar investment objectives and/or policies to that of the Company and will receive fees for doing so.

The below sets out material potential conflicts of interest which the Company's service providers may have as between their duty to the Company and duties owed by them to third parties and their other interests, as well as the arrangements which are in place to address such potential conflicts.

As a result, the Portfolio Manager may have conflicts of interest in allocating investments amongst the Company and its other clients. The Portfolio Manager may give advice or take action with respect to its other clients that differs from the advice given or actions taken with respect to the Company. The Portfolio Manager will ensure that transactions effected by it or an associate in which it or an associate has, directly or indirectly, a material interest or relationship of any description with another party, are effected on terms which are not materially less favourable to the Company than if the potential conflict had not existed.

In instances where the Portfolio Manager chooses to aggregate the Company's investment with other investments from other clients as well as the Company, the Portfolio Manager will allocate investments fairly to all clients in accordance with applicable rules. Furthermore, the Portfolio Manager should not aggregate an investment if it is likely to work to the disadvantage of any of its clients involved.

The Portfolio Manager will allocate investment opportunities to its clients in a consistent manner across all clients, irrespective of the form or structure of remuneration that the Portfolio Manager receives in return for its investment advisory and/or management services. Allocations will be made on the basis of the investment objectives of the Portfolio Manager's clients, as applicable, including the Company in each case, and will not be affected by factors such as the short-term impact on advisory fees that making a given investment may have. The Portfolio Manager has agreed that it shall not, without the prior written consent of the

Board, establish, manage or advise any other closed-ended investment company of any description with the objective of investing predominantly in the equity capital of United Kingdom companies.

Subject to the undertakings referred to in the previous paragraph, notwithstanding similar investment objectives an investment opportunity for the Company may be allocated across all, some, or only one of the Portfolio Manager's clients, dependent on the size of the investment opportunity and the relative opportunity for the Company or other clients. For example, an opportunity for a small investment may not present a meaningful position in a large account and, therefore, may only be allocated to smaller accounts, all other characteristics of the accounts being comparable.

The Directors have noted that the AIFM has, as at the date of this Prospectus, other clients and have satisfied themselves that the AIFM has procedures in place to address potential conflicts of interest. The Directors have noted that the Portfolio Manager may have other clients and have satisfied themselves that the Portfolio Manager has procedures in place to address potential conflicts of interest and to ensure that the Portfolio Manager's management team dedicates a sufficient proportion of their time to the affairs of the Company.

As at the date of this Prospectus, one Director, Lorna Tilbian, has disclosed a potential conflict of interest between the duties that she carries out on behalf of the Company and her private interests or other duties. This potential conflict has arisen due to her non-executive directorship of Euromoney Institutional Investor PLC, a company in which the Company is invested. Ms Tilbian will not vote on any matter involving Euromoney Institutional Investor PLC. None of the Directors, other than Ms Tilbian, have any potential conflicts of interest between any duties carried out on behalf of the Company and their private interests or other duties.

PART 1: RISK FACTORS

Existing and prospective investors should consider carefully the following risk factors in addition to the other information presented in this Prospectus. If any of the risks described below were to occur, it could have a material effect on the Company's business or financial condition or the results of its operations. Additional risks not currently known to the Company, or that the Company currently believes are not material, may also adversely affect its business, its financial condition and the results of its operations. The value of the Ordinary Shares could go down due to any of these risk factors, and investors could lose part or all of their investment.

1. The Company and the Ordinary Shares

The Company is an investment trust. As an investment trust may invest in a range of different companies and sectors, it may represent a method for investors to gain a diversified investment exposure. However, prospective investors should be aware of certain factors which apply to the Company and to investment trusts generally.

The price of shares in an investment trust is determined by the interaction of supply and demand for its shares in the market as well as the net asset value per share. The share price can therefore fluctuate and may represent a discount to the net asset value per share. This discount is itself variable as conditions for supply and demand change. This can mean that the Company's share price may go down as well as up and the share price can fall when the NAV per Ordinary Share rises, or vice versa. There is no guarantee that the market price of the Ordinary Shares will fully reflect their underlying Net Asset Value.

The price of shares in an investment trust may represent a premium to the net asset value per share. Investors purchasing Ordinary Shares at a premium to the NAV per Ordinary Share may not, in the event of a winding up of the Company, realise the full extent of their purchase price. The Company usually issues Ordinary Shares with a view, *inter alia*, to limiting the premium to NAV per Ordinary Share at which the Ordinary Shares trade, but such issues are at the absolute discretion of the Board and there is no guarantee that Ordinary Shares, or Ordinary Shares in the market, will be available at prices close to NAV per Ordinary Share.

Market liquidity in the shares of investment trusts is frequently inferior to the market liquidity of shares issued by larger companies traded on the London Stock Exchange. Although it is expected that the Ordinary Shares will be traded on the London Stock Exchange's market for listed securities, it is possible that there may not be a liquid market in the Ordinary Shares and Shareholders may have difficulty in selling Ordinary Shares.

As past performance is not necessarily a guide to future performance and the value of an investment in the Company, and the income derived from it, if any, may go down as well as up, there can be no guarantee that the investment objectives of the Company will be met. Therefore investors may not get back the full value of their investment.

The Board has, since 2 April 2004, adopted an active discount management policy, where applicable, buying back for cancellation or into treasury Ordinary Shares available in the market at discounts of at least 5 per cent. to the ex income NAV per Ordinary Share. However, the discount management policy is at the absolute discretion of the Board and there is no guarantee that any buybacks of Ordinary Shares will be made or that the policy will be successful.

2. Portfolio

The Portfolio will normally comprise up to 30 investments. As at 5 August 2019 the portfolio was made up of the securities of 22 issuers and 1 limited liability partnership interest. This level of concentration may lead to an investment return which is materially different from the Company's benchmark index and may be considered to carry above average risk.

The investment portfolio is mainly focused on the financial services, consumer goods and services and technology sectors and the performance of the investment portfolio may therefore deliver a return which

is materially different to that of the benchmark index, particularly if a specific event or events affects one or more of these sectors.

The investment portfolio includes investment in preference shares, which are illiquid and may be difficult to realise in the form of cash.

A proportion of the Portfolio may be held in cash from time to time. Such proportion of the Company's assets will be out of the market and will not benefit from positive stock market movements, if any.

Movements in exchange rates could adversely affect the Company's financial performance. Currently certain of the Company's investments are not denominated in sterling and, further, a number of those that are, derive significant proportions of their returns in non-sterling currencies. The return to Shareholders will be affected by changes in the value of sterling to those foreign currencies in which certain investments are held or from where they derive their returns.

In addition, the process of the United Kingdom leaving the European Union may result in severe currency movements, volatility in the UK and global markets and regulatory changes that may adversely affect the Company, the Portfolio Manager and the Portfolio.

3. Borrowings

Prospective investors should be aware that, whilst the use of borrowings should enhance the Net Asset Value of the Ordinary Shares where the value of the Company's underlying assets is rising, it will have the opposite effect where the underlying asset value is falling. This may further increase the volatility of the market price and Net Asset Value of the Ordinary Shares.

4. Key Individuals

The Company is substantially dependent on the services of Nick Train, a director of the Portfolio Manager, for the implementation of the Company's investment policy. The loss of the services of Nick Train could have an adverse effect on the Company's performance.

5. Taxation

The levels of, and reliefs from, taxation may change. The tax reliefs referred to in this Prospectus are those currently available and their value depends on the individual circumstances of investors.

Any change in the Company's tax status, including failure to satisfy the conditions to qualify as an investment trust under Chapter 4 of Part 24 Corporation Tax Act 2010, any change in taxation legislation or any change causing the Company to be treated as tax resident in a jurisdiction other than the United Kingdom could affect the value of the investments held by the Company, affect the Company's ability to provide returns to Shareholders, or alter the post-tax returns to such Shareholders.

6. Economic Conditions

Changes in economic conditions including, for example, interest rates, rates of inflation, industry conditions, competition, political and diplomatic events and trends, tax laws and other factors can substantially and adversely or favourably affect the Company's prospects and the value of the Company's portfolio.

7. Operational and Regulatory Risk

Loss of investment trust status under the terms of section 1158 of the Corporation Tax Act 2010 may lead to the Company being subject to corporation tax on its capital profits. Control failures, either by the AIFM, the Portfolio Manager or any other of the Company's service providers, may result in operational and/or reputational problems, erroneous disclosures or loss of assets through fraud, as well as breaches of regulations.

Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (“**MiFID**”) and Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (“**MiFIR**”) (**MiFID** and **MiFIR**, together “**MiFID II**”) came into force on 3 January 2018. The Company has been advised that, following the FCA’s guidance in its Policy Statement 17/14, its Ordinary Shares should be treated as “non-complex” investments (as defined in **MiFID II**) but this cannot be guaranteed.

Investors should be aware that the **PRiIPs** Regulation requires the Company, as a **PRiIP** manufacturer, to prepare a Key Information Document in respect of the Ordinary Shares. This **KID** must be made available to retail investors prior to them making any investment decision and the **KID** relating to the Ordinary Shares is available at <https://www.finsburygt.com/corporate-information-literature/key-information-document>. The content of Key Information Documents 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** relating to the Ordinary Shares should be read in conjunction with other material produced by the Company, including this Prospectus and the annual reports which are available on the Company’s website.

The regulatory environment for investment funds and the managers of investment funds is evolving. Any change in the laws and regulations affecting the Company, or in the laws and regulations affecting companies or investment companies incorporated in Scotland generally or any change in the regulations affecting investment funds or investment fund managers generally may have a material adverse effect on the ability of the Company, the Portfolio Manager and the AIFM to carry on their respective businesses which in turn could have a material adverse effect on the Company’s performance and returns to holders of Ordinary Shares.

PART 2: IMPORTANT INFORMATION

1. 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”, “plans”, “projects”, “anticipates”, “expects”, “intends”, “may”, “will”, or “should” or, in each case, their negative or other variations or comparable terminology. These forward looking statements include matters that are not historical facts and include statements regarding the Company’s intentions, beliefs or current expectations.

By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances that may or may not occur. A number of factors could cause actual results and developments to differ materially from those expressed or implied by the forward-looking statements including, without limitation, the facts described in the risk factors section of this Prospectus.

Forward-looking statements may and often do differ materially from actual results. Any forward-looking statements in this Prospectus reflect the Company’s view with respect to future events as the date of this Prospectus and are subject to risks relating to future events and other risks, uncertainties and assumptions relating to the Company’s operations and strategy. Save as required by applicable law, or any UK or EU regulatory requirements (including FSMA, MAR, the AIFM Rules, the Prospectus Regulation, the Prospectus Regulation Rules, the Listing Rules and the Disclosure Guidance and Transparency Rules) the Company is under no obligation publicly to release the results of any revisions to any forward-looking statements in this Prospectus that may occur due to any change in its exceptions or to reflect events or circumstances after the date of this Prospectus.

Given these uncertainties, investors and prospective investors are cautioned not to place any undue reliance on such forward looking statements and should carefully consider the “Risk Factors” section of this Prospectus for a discussion of additional factors that could cause the Company’s actual results to differ materially before making any investment decision.

Notwithstanding the foregoing, nothing contained in this Prospectus shall in any way be taken to qualify the working capital statement contained in paragraph 15 of Part 7 of this Prospectus.

2. Information to Distributors

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

Notwithstanding the Target Market Assessment, distributors should note that: the price of the New Ordinary Shares may decline and investors could lose all or part of their investment; the New Ordinary Shares offer no guaranteed income and no capital protection; and an investment in the New Ordinary 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 Placing Programme. Furthermore, it is noted that, notwithstanding the Target Market Assessment, Winterflood will only procure investors who meet the criteria of professional clients and eligible counterparties.

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

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

3. Latest practicable date

Unless otherwise indicated, the latest practicable date for the inclusion of information in this Prospectus is the close of business on 5 August 2019.

4. Website Information

Information on the websites of the Company, AIFM or Portfolio Manager do not form part of this Prospectus unless that information is incorporated by reference.

5. 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 are subject to changes therein.

PART 3: EXPECTED TIMETABLE AND STATISTICS

1. Expected Timetable of Principal Events

Placing Programme opens 7 August 2019

Placing Programme closes 6 August 2020

* All times and dates in the expected timetable and in this Prospectus may be adjusted by the Company. Any changes to the timetable will be notified by publication of a notice through a RIS.

2. Issue Statistics

Maximum size of the Placing Programme 60,000,000 Ordinary Shares

Placing Price Not less than the higher of the estimated cum or ex income NAV per Ordinary Share at the time of allotment together with a premium intended to cover the costs and expenses (including any applicable taxes) of the Placing (including, without limitation, any placing commissions together with a contribution to the fixed costs set out in the section titled “8. Costs of the Placing Programme” below).

ISIN Number: GB0007816068

SEDOL: 0781606

TICKER INFORMATION: FGT

LEI: 213800NN4ZKX2LG1GQ40

PART 4: THE PLACING PROGRAMME

1. Introduction

The Company may issue up to 60,000,000 New Ordinary Shares pursuant to the Placing Programme. The Placing Programme is flexible and will have a number of closing dates in order to provide the Company with the ability to issue New Ordinary Shares over a period of time. The Placing Programme is intended to partially satisfy market demand for the Ordinary Shares, to assist in managing any premium to NAV per Ordinary Share at which the Ordinary Shares trade and to raise further money for investment in accordance with the Company's investment policy.

2. Background to and reasons for the Placing Programme and issue of this Prospectus

At the 2019 AGM, Shareholders granted the Directors authority to allot, on a non-pre-emptive basis, up to 18,408,668 Ordinary Shares (being equivalent to approximately 10 per cent. of the issued share capital of the Company at the date of the 2019 AGM) (the "General Authority"). The General Authority was granted for the period until the conclusion of the Company's annual general meeting to be held in 2020.

However, following the 2019 AGM, the Company experienced significant ongoing demand for the Ordinary Shares from investors and, to satisfy this demand, the Company issued new Ordinary Shares pursuant to the General Authority. The rate at which the Ordinary Shares were being issued meant that the General Authority was unlikely to last until renewed at the Company's next annual general meeting in 2020 so the Company determined to renew it sooner.

On 29 July 2019, the Company held the July General Meeting at which Shareholders renewed the General Authority, granting the Directors authority to allot, on a non-pre-emptive basis, up to 19,741,171 Ordinary Shares (being approximately equivalent to 10 per cent. of the issued share capital of the Company on the date of the July General Meeting). At the same meeting, in addition to the General Authority, the Shareholders granted the Directors authority to allot and issue, on a non-pre-emptive basis, up to 60 million New Ordinary Shares pursuant to a placing programme, conditional on a placing programme prospectus being published.

In light of the continuing demand for the Ordinary Shares, and having regard to the benefits of enlarging the Company, the Directors have determined to implement the Placing Programme. In doing so, the Directors have taken into account the desirability of managing the premium to NAV per Ordinary Share at which the Ordinary Shares trade to ensure that long-term Shareholders who regularly acquire Ordinary Shares, as well as new investors, are not disadvantaged by being required to pay a high premium to acquire Ordinary Shares.

3. Benefits of the Placing Programme

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

- (a) maintain the Company's ability to issue Ordinary Shares tactically, so as to manage the premium to NAV per Ordinary Share at which the Ordinary Shares trade;
- (b) improve liquidity in the market for the Ordinary Shares;
- (c) increase the size of the Company, thereby spreading operating costs over a larger capital base which should reduce the ongoing charges ratio; and
- (d) enhance the NAV per Ordinary Share of existing Ordinary Shares through new share issuance at a premium to the higher of the estimated cum- or ex-income NAV per Ordinary Share.

In the event that the Placing Programme is fully subscribed, an existing Shareholder holding Ordinary Shares representing 5 per cent. of the Company's issued Ordinary Share capital, as at the close of business on 5 August 2019 (being the Latest Practicable Date), who does not participate in the Placing Programme, would, following the completion of the Placing Programme, hold Ordinary Shares representing approximately 3.83 per cent. of the Company's issued Ordinary Share capital.

4. The Placing Programme

The Placing Programme will open upon publication of the Prospectus on 7 August 2019 and will close on the date which will be the earlier of: (i) the date that is twelve months after the date of this Prospectus; and (ii) the date on which the maximum number of New Ordinary Shares has been allotted, unless previously renewed, varied or revoked by the Company. The maximum number of New Ordinary Shares to be issued pursuant to the Placing Programme is 60,000,000. Such New Ordinary Shares will, subject to the Company's decision to proceed with an allotment at any given time, be issued at the Placing Price to Winterflood or such other financial intermediaries as may be used by the Company from time to time. Winterflood or such other financial intermediaries as may be used by the Company from time to time will trade the Ordinary Shares in the secondary market. No New Ordinary Shares will be issued at a discount to the NAV per Ordinary Share at the time of the relevant allotment. The Company will not issue any New Ordinary Shares at a discount of 10 per cent. or more to the middle market price of the Ordinary Shares at the relevant time without further Shareholder approval.

The allotment of New Ordinary Shares under the Placing Programme is at the discretion of the Directors. Allotments may take place at any time prior to the closing date of the Placing Programme subject to those New Ordinary Shares being admitted on or before the closing date of the Placing Programme. An announcement of each allotment will be released through a RIS. It is anticipated that dealings in the New Ordinary Shares will commence two Business Days after their allotment. Whilst it is expected that all New Ordinary Shares allotted pursuant to the Placing Programme will be issued in uncertificated form, if any New Ordinary Shares are issued in certificated form it is expected that share certificates will be despatched no later than ten Business Days after the relevant allotment date.

Payment for any New Ordinary Shares issued under the Placing Programme should be made in accordance with settlement instructions provided to Placees by Winterflood or such other financial intermediary (as applicable).

The minimum subscription pursuant to the Placing Programme will be 25,000 New Ordinary Shares or such lower amount as agreed by the Company from time to time. There is no maximum subscription other than to the extent that the maximum number of New Ordinary Shares that may be issued pursuant to the Placing Programme is 60,000,000.

The Placing Programme is not being underwritten and, as at the date of this Prospectus, the actual number of New Ordinary Shares to be issued under the Placing Programme is not known. The number of New Ordinary Shares available under the Placing Programme should not be taken as an indication of the number of New Ordinary Shares finally to be issued.

So far as the Directors are aware as at the date of this Prospectus, no major Shareholders or Directors intend to make a commitment for New Ordinary Shares under the Placing Programme.

Applications will be made to the FCA for any New Ordinary Shares to be issued pursuant to the Placing Programme to be admitted to the premium segment of the Official List and to the London Stock Exchange for such shares to be admitted to trading on its main market for listed securities. All New Ordinary Shares issued pursuant to the Placing Programme will be allotted conditionally on such Admission occurring (to the extent not directly obtained). The Prospectus has been published in order to obtain Admission to the Official List of any New Ordinary Shares issued pursuant to the Placing Programme. The New Ordinary Shares will be issued under the Authorities granted at the July General Meeting.

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

The Placing Programme will be suspended at any time when the Company is unable to issue New Ordinary Shares pursuant to the Placing Programme under any statutory provision or other regulation applicable to the Company or otherwise at the Directors' discretion.

In the event that there are any significant matters affecting any of the matters described in this Prospectus or where any significant new matters have arisen after the publication of this Prospectus and prior to

the termination of the Placing Programme, the Company will publish a supplementary prospectus. Any supplementary prospectus published by the Company will give details of the significant change(s) or the significant new matter(s). In the event that the Company is required to publish a supplementary prospectus prior to any Admission, applicants who have applied for New Ordinary Shares under any Placing shall have at least two clear Business Days following the publication of the relevant supplementary prospectus within which to withdraw in its entirety their offer to acquire New Ordinary Shares in the relevant Placing. The right to withdraw an application to acquire New Ordinary Shares in the relevant Placing in these circumstances will be available to all investors in the relevant Placing. If the application is not withdrawn within the stipulated period, any offer to apply for Ordinary Shares in the relevant Placing will remain valid and binding.

5. Conditions

Each allotment of New Ordinary Shares pursuant to the Placing Programme is conditional on:

- (a) the Placing Price being determined by the Directors as described below; and
- (b) Admission of the New Ordinary Shares issued pursuant to such allotment (in any event by no later than 6 August 2020).

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

6. Calculation of the Placing Price

The Placing Price will be calculated by reference to the higher of the estimated cum- or ex-income NAV of each existing Ordinary Share together with a premium intended to cover the costs and expenses (including any applicable taxes) of the Placing (including, without limitation, any placing commissions together with a contribution to the fixed costs set out in the section titled “8. Costs of the Placing Programme” below). Purchasers of New Ordinary Shares therefore bear the costs and expenses (including any applicable taxes) of the relevant Placing. The Directors will determine the Placing Price on the basis described above so as to avoid any dilution of the Net Asset Value of the existing Ordinary Shares held by Shareholders at the time of a Placing. Assuming a NAV of 909.06 pence (being the cum-income NAV at 5 August 2019, the Latest Practicable Date), the Placing Price would be 915.42 pence, based on a premium of 0.7 per cent.

The net proceeds of the Placing Programme are dependent on the number of New Ordinary Shares issued pursuant to the Placing Programme and the applicable Placing Price of any New Ordinary Shares issued.

Where New Ordinary Shares are issued, the total assets of the Company will increase by that number of New Ordinary Shares multiplied by the relevant Placing Price, less the costs and expenses of the Placing. It is not expected that there will be any material impact on the earnings and NAV per Ordinary Share, as the net proceeds resulting from any issue are expected to be invested in investments consistent with the Company’s investment objective and policy and the Placing Price will always represent a modest premium to the higher of the then prevailing estimated cum- or ex-income NAV per Ordinary Share.

By way of illustration, had the Placing Programme been subscribed for in full on 30 September 2018 (being the date at which the audited financial information in Part 6 has been produced) and had all the New Ordinary Shares been issued at the then cum-income NAV per Ordinary Share of 812.8 pence plus a premium exactly sufficient to cover the costs of the issue (i.e. the net proceeds per New Ordinary Share would be equal to the NAV per Ordinary Share), the assets of the Company would have increased by approximately £487.68 million.

Fractions of New Ordinary Shares will not be issued.

7. Settlement

Payment for New Ordinary Shares issued under the Placing Programme will be made through CREST or through Winterflood or such other financial intermediary as may be authorised by the Company to use this Prospectus from time to time, in any such case in accordance with settlement instructions to be

notified to Placees by Winterflood or such other financial intermediary as may be authorised by the Company to use this Prospectus from time to time. In the case of those subscribers not using CREST, monies received by Winterflood or such other financial intermediary as may be authorised by the Company to use this Prospectus from time to time will be held in a segregated client account pending settlement.

To the extent that any placing commitment is rejected in whole or in part, any monies received will be returned without interest at the risk of the Placee.

8. Costs of the Placing Programme

The Company's fixed expenses in connection with the Placing Programme are estimated to amount to £155,000 (inclusive of VAT). Assuming that the Placing Programme is fully subscribed and a Placing Price of 912.00 pence per New Ordinary Share (being the mid-market price as at 5 August 2019 (being the Latest Practicable Date)), the gross proceeds would be £547.2 million, the fixed costs of the Placing Programme would be £155,000 (inclusive of VAT) and the net proceeds of the Placing Programme, after deducting the fixed costs of the Placing Programme, would be £547.0 million. The Company may also pay placing commissions, at a variable rate, for the issue of any New Ordinary Shares under the Placing Programme.

9. Net Asset Value

As at the close of business on 5 August 2019 (being the Latest Practicable Date), the unaudited Net Asset Value of the Company was £1,794.6 million and the unaudited cum-income NAV per Ordinary Share was 909.6 pence and the unaudited ex income NAV per Ordinary Share was 904.47 pence.

10. Dilution

In the event that the Placing Programme is fully subscribed, an existing Shareholder holding Ordinary Shares representing 5 per cent. of the Company's issued Ordinary Share capital, as at the close of business on 5 August 2019 (being the Latest Practicable Date), who does not participate in the Placing Programme, would, following the completion of the Placing Programme, hold Ordinary Shares representing approximately 3.83 per cent. of the Company's issued Ordinary Share capital.

11. Use of proceeds

The net proceeds of the Placing Programme will be invested by the Portfolio Manager on behalf of the Company in accordance with the Company's published investment policy. The Directors have considered the potential impact of any issuance of New Ordinary Shares on the payment of dividends to Shareholders and they do not expect this to have a negative impact on the level of, or on the Company's ability to continue to pay, dividends on the Ordinary Shares.

12. Profile of typical investor

The typical investors for whom the Ordinary Shares are intended are professionally advised private investors, or institutional investors, seeking capital and income growth from a portfolio of securities of mainly UK listed companies. The Ordinary Shares may also be suitable for financially sophisticated non-advised private investors who are capable of evaluating the risks and merits of an investment in the Company and who have sufficient resources to bear any loss that may result from such an investment. However, such investors should consider consulting an independent financial adviser authorised under FSMA before investing.

13. Anti-money laundering

Pursuant to anti-money laundering laws and regulations with which the Company must comply in the United Kingdom, the Company and its agents, the Registrar, the AIFM, Winterflood and/or such other financial intermediary as may be authorised to use this Prospectus from time to time may require evidence of the identity of each investor in connection with any application for Ordinary Shares, including further identification of the applicant(s) before any Ordinary Shares are allotted.

Each of the Company and its agents, including the Registrar, the AIFM, Winterflood and such other financial intermediary as may be authorised to use this Prospectus from time to time reserve the right to request such information as is necessary to verify the identity of a Shareholder or prospective Shareholder and (if any) the underlying beneficial owner or prospective beneficial owner of a Shareholder's Ordinary Shares. In the event of any delay or failure by the Shareholder or prospective Shareholder to produce any information required for verification purposes, the Directors, in consultation with the Company's agents, including the Registrar and Winterflood, may refuse to accept a subscription for Ordinary Shares.

14. U.S. 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 or the AIFM.

The Company has elected to impose the restrictions described below on the 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, so that the Company will not have an obligation to register as an investment company under the Investment Company Act and related rules and to address certain ERISA, Tax Code and other considerations. These transfer restrictions, which will remain in effect until the Company determines in its sole discretion to remove them, may adversely affect the ability of holders of the Ordinary Shares to trade such securities. Due to the restrictions described below, potential investors in the United States and U.S. Persons are advised to consult legal counsel prior to making any offer, resale, exercise, pledge or other transfer of the Ordinary Shares. 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.

15. Restrictions due to lack of registration under the Securities Act and Investment Company Act restrictions

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, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. Persons. There will be no public offer of the Ordinary Shares in the United States. Subject to certain exceptions, the Ordinary Shares are being offered and sold only outside the United States to persons who are not U.S. Persons in reliance on the exemption from registration provided by Regulation S under the Securities Act.

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. The Ordinary Shares and any beneficial interests therein may only be transferred in an offshore transaction in accordance with Regulation S under the Securities Act (i) to a person outside the United States and not known by the transferor to be a U.S. Person, by pre-arrangement or otherwise; or (ii) to the Company or a subsidiary thereof.

PART 5: THE COMPANY

1. Introduction

Finsbury Growth & Income Trust PLC is a public company limited by shares incorporated in 1926 in Scotland under the Act and domiciled in the United Kingdom. The Ordinary Shares of the Company are admitted to the premium segment of the Official List and to trading on the main market of the London Stock Exchange.

As at 5 August 2019, being the Latest Practicable Date, the Company had 197,411,712 Ordinary Shares in issue. In order to enable the Company to continue to seek Admission of further Ordinary Shares, in response to market demand, while remaining compliant with the Prospectus Regulation and the Prospectus Regulation Rules, the Company is publishing this Prospectus. This Prospectus does not contain or constitute an offer to the public of Ordinary Shares or the solicitation of an offer to buy or subscribe for Ordinary Shares.

2. Investment Policy and Objective

The Company's investment objective is to achieve capital and income growth and to provide Shareholders with a total return in excess of that of the FTSE All-Share Index.

Details of the Company's investment guidelines are as follows:

- The Company's investment policy is to invest principally in the securities of UK listed companies, whilst up to a maximum of 20 per cent. of the Company's portfolio, at the time of acquisition, can be invested in quoted companies outside the UK.
- The portfolio will normally comprise up to 30 investments. This level of concentration may lead to an investment return which is materially different from the Company's benchmark index and may be considered to carry above average risk. Unless driven by market movements, securities in FTSE 100 companies and comparable companies listed on an overseas stock exchange will normally represent between 50 per cent. and 100 per cent. of the portfolio; securities in FTSE 350 companies and comparable companies listed on overseas stock exchanges will normally represent at least 70 per cent. of the portfolio.
- The Company does not and will not invest more than 15 per cent., in aggregate, of the value of its gross assets in other closed ended investment companies (including investment trusts) listed on the London Stock Exchange. Further, the Company does not and will not invest more than 10 per cent., in aggregate, of the value of its gross assets in other closed ended investment companies (including investment trusts) listed on the London Stock Exchange, except where the investment companies themselves have stated investment policies to invest no more than 15 per cent. of their gross assets in other closed ended investment companies (including investment trusts) listed on the London Stock Exchange.
- The Company's gearing policy is that gearing will not exceed 25 per cent. of the Company's net assets.
- The Company has the ability to invest up to 25 per cent. of its gross assets in preference shares, bonds and other debt instruments, although no more than 10 per cent. of any one issue may be held.
- In addition, a maximum of 10 per cent. of the Company's gross assets can be held in cash, where the Portfolio Manager believes market or economic conditions make equity investment unattractive or while seeking appropriate investment opportunities or to maintain liquidity.
- No investment will be made in any company or fund managed by the Portfolio Manager without the prior approval of the Board.

In accordance with the Listing Rules, the Company can only make a material change to its investment policies with the approval of its Shareholders.

3. Investment Process

The investment process adopted by Lindsell Train, the Company's portfolio manager, is underpinned by a focus on long term investments and total return as a prerequisite for stock selection.

The process seeks to add value by establishing large holdings in a limited number of predominantly UK companies – the Company's portfolio normally comprises up to 30 investments – and then maintaining these positions for long periods. However, the Company will sell the holdings when appropriate. The characteristics sought in portfolio companies are:

- durability: companies that can prosper through business cycles for many years to come;
- high return on equity: companies with the ability to grow earnings on a consistent basis are favoured over those with rapid short-term growth, but uncertain long term prospects; and
- low capital intensity/high free cash flow generation: companies that do not have to make heavy balance sheet investment to generate earnings growth.

The key stage of the investment process is to identify companies that meet these criteria and Lindsell Train concentrates on areas where it believes it has a competitive advantage in identifying quality business, for example branded consumer goods, media and retail financial services.

4. Investment Portfolio

As at the date of this Prospectus, the investments of the Company and the sectoral portfolio allocation were:

<i>Investment</i>	<i>Business Sector</i>	<i>Country</i>	<i>Percentage of Company's Investments</i>
RELX	Consumer Services	United Kingdom	10.1
Diageo	Consumer Goods	United Kingdom	10.0
London Stock Exchange	Financials	United Kingdom	9.9
Unilever	Consumer Goods	United Kingdom	9.9
Mondelez International	Consumer Goods	United States	8.7
Burberry Group	Consumer Goods	United Kingdom	8.4
Schroders	Financials	United Kingdom	7.2
Hargreaves Lansdown	Financials	United Kingdom	7.2
Sage Group	Information Technology	United Kingdom	5.9
Heineken	Consumer Goods	Netherlands	5.6
Remy Cointreau	Consumer Goods	France	3.9
Daily Mail & General Trust [#]	Consumer Services	United Kingdom	2.2
Pearson	Consumer Services	United Kingdom	2.1
Euromoney Institutional Investor	Consumer Services	United Kingdom	1.9
A. G. Barr	Consumer Goods	United Kingdom	1.6
Manchester United	Consumer Services	United States	1.6
Rathbone Brothers	Financials	United Kingdom	1.5
The Lindsell Train Investment Trust plc	Financials	United Kingdom	0.7
Young & Co.'s Brewery [#]	Consumer Services	United Kingdom	0.6
Fuller Smith & Turner	Consumer Services	United Kingdom	0.4
Celtic	Consumer Services	United Kingdom	0.3
PZ Cussons	Consumer Goods	United Kingdom	0.2
Frostrow Capital LLP ⁺	Financials	United Kingdom	0.1
			<hr/> 100

All of the above investments are equities unless identified as set out below:

* Includes Schroders (non-voting) Shares being 0.5 per cent. of the Company's investment

Non-voting Shares

+ Unquoted limited liability partnership interest

<i>Sector</i>	<i>Percentage of Company's Investment</i>
Consumer Goods	48.2
Financials	26.6
Consumer Services	19.3
Information Technology	5.9
Preference shares	0.0
	100.0

The above information is sourced from the Company's management accounts and is unaudited. The valuation of the Company's investments is only accurate as at the close of business on 5 August 2019, the latest practicable date before the publication of this Prospectus. Further details of the Company's investments are set out in Part 7 of this Prospectus.

5. Investment Trends and Outlook

In respect of the year ended 30 September 2018 and in the current financial year to the end of July, on a total return basis, the Company's NAV per Ordinary Share outperformed its benchmark, the FTSE All-Share Index.

The Company's investment strategy has continued to deliver good returns and during the year ended 30 September 2018 and the six months ended 31 March 2019 the Net Asset Value total return was 13.1 and 2.9 per cent. respectively with the share price total return being 13.2 and 2.4 per cent., respectively. These returns compare to a total return from the Company's benchmark index of 5.9 and 1.8 per cent., respectively.

The investment strategy adopted by the Portfolio Manager has remained largely unchanged since its appointment in late 2000. The strategy adopted involves making long term commitments to a limited number (due to their scarcity) of exceptional companies. These companies own strong brands or business franchises. The Board is comfortable with the Portfolio Manager's strategy not to concentrate on macro-economic factors, as it believes that such concerns have little impact on the long term value of quality equity assets.

The Board believes that the Company's performance over the last 10 years (NAV total return of 453.7 per cent. compared to a total return from the Company's benchmark index of 151.1 per cent.) demonstrates that it is possible to achieve strong performance through investing in UK equities without buying and selling portfolio securities on a short-term basis. The Company continues to perform competitively because the Portfolio Manager concentrates on the strengths and weaknesses of individual companies, only investing in companies that it analyses to be good.

The Board believes that the background market conditions are encouraging for equity investing. It believes that the following three macro facts are positive. First, that technology change is creating new industries, new companies and new opportunities for existing companies. Secondly, that the world's population continues to grow, and more people are being lifted out of poverty. Finally, that the risks to the real value of competing asset classes, namely government bonds and cash, mean that there is a compelling case to commit long term capital to stocks.

While the Board at present believes that the United Kingdom's exit from the European Union will have only a limited impact on the Company's business model, it is mindful of the impact it may have on the companies in which it invests. To this end the Board will continue to monitor stock valuation together with the Company's AIFM and Portfolio Manager and receive regular updates from both managers.

6. Performance

While the Company's performance is measured against the FTSE All-Share Index, the Company's portfolio is constructed and managed without reference to a stock market index, investments being selected only after extensive research by the Portfolio Manager. The Portfolio Manager uses a bottom-up stock picking approach and looks to invest in a universe of excellent listed businesses that appear undervalued.

To 30 June 2019, the performance, in total return terms, was as follows:

	<i>6 months %</i>	<i>1 year %</i>	<i>3 years %</i>	<i>5 years %</i>
Company (NAV per Ordinary Share – total return)	21.8	14.3	57.0	95.9
FTSE All-Share Index (total return)	13.0	0.6	29.5	35.8

Source: Unaudited information from Morningstar

7. Directors

The Directors, all of whom are non-executive and all of whom are independent of the Portfolio Manager, are responsible for the determination of the investment policy of the Company and the supervision of the implementation of such policy. The Board consists of:

Anthony Townsend (Chairman)

Anthony Townsend, aged 71, rejoined the Board in February 2005 and became Chairman on 30 January 2008. He has spent over 40 years working in the City and was Chairman of the Association of Investment Companies from 2001 to 2003, British & American Investment Trust PLC until December 2017 and Miton Global Opportunities plc until October 2018. Anthony is also chairman of BMO Global Smaller Companies PLC, Gresham House plc and is a director of Baronsmead Second Venture Trust plc.

Neil Collins

Neil Collins, aged 72, has served on the Board since 30 January 2008. He has spent most of his career in financial journalism and was City Editor of The Daily Telegraph for nearly 20 years until he retired from the position in 2005. Prior to that he had been City Editor of the London Evening Standard and The Sunday Times. A former columnist for the London Evening Standard and commentator for Reuters, Neil currently writes a weekly column for the Financial Times on Saturdays. He was formerly a director of Templeton Emerging Markets Investment Trust PLC.

Kate Cornish-Bowden

Kate Cornish-Bowden, aged 52, has served on the Board since 26 October 2017. Kate worked for 12 years as a fund manager for Morgan Stanley Investment Management, where she was managing director and head of the global equity team. Prior to Morgan Stanley she worked as a research analyst at M&G. Kate is a non-executive Director of Calculus VCT plc, where she is chair of the audit committee and a non-executive Director of CC Japan Income & Growth trust plc and Schroder Oriental Income Fund Limited.

Simon Hayes

Simon Hayes, aged 49, has served on the Board since 29 June 2015. Simon is the Chairman of Peel Hunt LLP. He joined Peel Hunt in 1993 and was appointed Head of Corporate Finance in 2003, Chief Executive in 2006 and Chairman in 2016.

David Hunt, FCA

David Hunt, aged 71, has served on the Board since 6 July 2006. A Chartered Accountant, he was formerly a director in the Assurance and Business Services division of Smith & Williamson Limited. Prior to that he was a partner at both Binder Hamlyn and Andersen. David has over 30 years' experience advising quoted companies. He is the Senior Independent Director and Chairman of the Audit Committee. David recently retired as a member of the Audit and Risk Committee of the Church of England Pensions Board.

Lorna Tilbian

Lorna Tilbian, aged 62, has served on the Board since 26 October 2017. Lorna was formerly an Executive Director of Numis Corporation PLC, a Director of WestLB Panmure Limited and S G Warburg Securities. She is a non-executive director of Jupiter UK Growth Investment Trust PLC, ProVen VCT plc, Euromoney Institutional Investor PLC, M&C Saatchi PLC and Rightmove PLC.

8. The AIFM

Frostrow was incorporated on 8 November 2006 in England and Wales with unlimited life under the LLP Act. Frostrow is authorised and regulated by the FCA with firm reference number 2160360. Its LEI number is 213800ICK6S4VCLT2A26. Frostrow provides specialist management, administrative, company secretarial and marketing services to fourteen investment companies.

9. The Portfolio Manager

Lindsell Train is an independent investment management company incorporated on 7 March 2000 with unlimited life. Lindsell Train is authorised and regulated by the FCA with firm reference number 194229. Its LEI is 54930025YVVG3BVMRC26. It specialises in managing UK, Japanese and global equity mandates. The Portfolio Manager had approximately £16.1 billion of total funds under management as at 30 September 2018.

10. The AIFM Agreement

Alternative investment fund management, company secretarial, and administrative and marketing services are provided by Frostrow under the AIFM Agreement. The AIFM Agreement may be terminated by either party giving not less than 12 months' notice.

A periodic fee calculated monthly and payable in arrears is payable by the Company to Frostrow of (i) 0.15 per cent. per annum of the amount of the Adjusted Market Capitalisation (calculated in accordance with the AIFM Agreement) that is equal to or less than £1 billion; (ii) 0.135 per cent. per annum of the amount of the Adjusted Market Capitalisation (calculated in accordance with the AIFM Agreement) that is greater than £1 billion up to a value of £2 billion; and (iii) 0.12 per cent. per annum of the amount of the Adjusted Market Capitalisation (calculated in accordance with the AIFM Agreement) that is greater than £2 billion.

Further details of the services provided under the AIFM Agreement are set out in paragraph 11.1 of Part 7.

11. Portfolio Management Agreement

Discretionary portfolio management services are provided by Lindsell Train, acting as a delegate of the AIFM pursuant to the Portfolio Management Agreement between the Company, Frostrow and the Portfolio Manager. The Portfolio Management Agreement may be terminated by any party giving not less than 12 months' notice.

The Portfolio Manager is appointed to act as the discretionary portfolio manager to the Company.

An annual fee is payable by the Company to Lindsell Train of (i) 0.45 per cent. of the Adjusted Market Capitalisation (calculated in accordance with the Portfolio Management Agreement) that is equal to or less than £1 billion; (ii) 0.405 per cent. of the amount of the Adjusted Market Capitalisation (calculated in accordance with the Portfolio Management Agreement) that is greater than £1 billion up to a value of £2 billion; and (iii) 0.36 per cent. of the amount of the Adjusted Market Capitalisation (calculated in accordance with the Portfolio Management Agreement) that is greater than £2 billion.

Further details of the services provided under the Portfolio Management Agreement are set out in paragraph 11.2 of Part 7.

12. Capital Structure

12.1 *Share capital and life of the Company*

The Company's share capital structure consists solely of Ordinary Shares. As at 5 August 2019, being the Latest Practicable Date, the Company had 197,411,712 fully paid Ordinary Shares in issue. The Company had no partly paid Ordinary Shares in issue. The Ordinary Shares are in registered form and may be held in certificated or in uncertificated form.

The Company does not have a winding-up date or any periodic continuation votes.

12.2 *Further issues of Ordinary Shares*

Subject to the Act (and other company legislation) and the Articles, the Board may offer, allot, grant options over or issue new shares in the Company or otherwise dispose of them to such persons, at such times, for such consideration and upon such terms and conditions as they may determine.

The Board's policy is to issue Ordinary Shares at a premium to the higher of the estimated cum or ex-income NAV per Ordinary Share into the market when demand arises. The Company issued 14,795,000 Ordinary Shares in response to market demand between 1 October 2017 and 30 September 2018. Following the year end and up to the close of business on 5 August 2019, being the Latest Practicable Date, a further 23,720,000 Ordinary Shares were issued. Shareholder authority was granted at the July General Meeting to issue up to 19,741,171 Ordinary Shares under a general authority and up to 60,000,000 New Ordinary Shares under a specific authority, subject to the publication of this Prospectus. It is anticipated that, at the recent run-rate of share issuance, the limit on the number of new Ordinary Shares that can be admitted to the Official List without the publication of a prospectus will be reached over the coming months.

The proceeds from the issue of New Ordinary Shares will be used in accordance with the Company's current investment policy and objective, as described in paragraph 2 of Part 5 above, which can only be materially changed with the approval of Shareholders. Such proceeds will not necessarily be invested in securities of the portfolio companies set out in paragraph 4 above.

12.3 *Borrowings*

The Company has a secured multicurrency revolving credit facility of £75 million, with an option to increase the facility by £25 million, for a fixed term expiring in October 2019.

This facility carries a rate of interest calculated for each interest period, equal to the percentage rate per annum which is the aggregate of 1.05 per cent. plus LIBOR plus a mandatory cost calculated in accordance with the Facility Agreement. As at 5 August 2019 (being the Latest Practical Date), £36.7 million was drawn down under this facility, which equates to net gearing of 1.0 per cent. of the Company's net assets. This is consistent with the Company's gearing policy that the Company's gearing should not exceed 25 per cent. of its net assets.

13. Share Buybacks

Since 2 April 2004, the Board has applied an active discount management policy, buying back Ordinary Shares where these are available in the market at a discount of approximately 5 per cent. (or more) to the ex-income NAV per Ordinary Share. The making and timing of any share buybacks is at the absolute discretion of the Board.

The Board's policy is that Ordinary Shares bought back by the Company will, to the maximum extent permitted by law, be retained in treasury to be reissued at a future date and resold by the Company. Such Ordinary Shares may (subject to there being in force a resolution of Shareholders to disapply the statutory rights of pre-emption that would otherwise apply) be resold by the Company at a discount to the prevailing ex-income Net Asset Value per Ordinary Share, provided that the discount at which they are sold is less than the discount at which they were bought back by the Company.

In the year ended 30 September 2018, no Ordinary Shares were repurchased by the Company and no Ordinary Shares were reissued out of treasury, there having been no Ordinary Shares in treasury. At the date of this Prospectus, the Company did not hold any Ordinary Shares in treasury.

14. Dividends

In respect of the year ended 30 September 2018, the Company paid aggregate dividends of 15.3 pence per Ordinary Share. Future dividends paid by the Company will reflect the dividends earned on the Company's portfolio and, subject to unforeseen circumstances, the Board's aim to increase or at least maintain its dividend policy.

The Board's current policy is to pay two interim dividends in respect of the Company's financial year, typically in May and November in lieu of a final dividend. On 14 March 2018 the Board declared an interim dividend of 7.2p per Ordinary Share which was paid on 17 May 2018 to those Shareholders on the register of members on 6 April 2018. On 25 September 2018 the Board declared a second interim dividend of 8.1p per Ordinary Share which was paid on 9 November 2018 to those Shareholders on the register of members on 5 October 2018. On 28 February 2019 the Board declared an interim dividend of 8.0p per Ordinary Share which was paid on 16 May 2019 to those Shareholders on the register of members on 5 April 2019.

15. Shareholder Information

The Company's annual report and accounts are prepared up to 30 September each year and copies are normally sent to Shareholders in December of the same year. Shareholders also receive an unaudited interim report covering the six months to 31 March each year which is expected to be published in May or June of that year. The Net Asset Value of an Ordinary Share is published daily and information on performance, holdings and investment activity is collated monthly by the AIFM in the form of a factsheet to be made available on the Company's dedicated website: www.finsburygt.com.*

In accordance with the AIFM Rules, the AIFM will ensure that the following information in relation to the Company's portfolio is published in the Company's annual report and audited accounts, which can be found on the Company's website www.finsburygt.com:

- the percentage of the Company's assets which are subject to special arrangements arising from their illiquid nature;
- any new arrangements for managing the liquidity of the Company;
- the current risk profile of the Company and the risk management systems employed by the AIFM to manage those risks;
- any changes to the maximum level of leverage which the AIFM and the Portfolio Manager may employ on behalf of the Company as well as any right of the re-use of collateral or any guarantee granted under the leveraging arrangement. The Company will, in addition, notify Shareholders of any such changes, rights or guarantees without undue delay by issuing an announcement via an RIS; and
- the total amount of leverage employed by the Company.

16. Investment Trust and Regulatory Status

The Directors intend to continue to conduct the affairs of the Company so as to satisfy the conditions for approval as an investment trust under Chapter 4 of Part 24 of the Corporation Tax Act 2010. HMRC has confirmed that the Company will be accepted as an approved investment trust for accounting periods commencing on or after 1 October 2012, subject to the Company continuing to meet the eligibility conditions in section 1158 of the Corporation Taxes Act 2010 and the ongoing requirements for approved companies in Chapter 3 of Part 2 of the Investment Trust (Approved Company) (Tax) Regulations 2011. At the date of this Prospectus, the Board believes that the Company has satisfied all the conditions for approval as an investment trust. The Company is not (and is not required to be) regulated or authorised by the FCA under FSMA but, in common with other issuers listed on the Official List, is subject to the Listing Rules and the Disclosure Guidance and Transparency Rules made by the FCA and is bound to comply with applicable laws including the Act and FSMA.

The Company intends to conduct its affairs so that its Ordinary Shares are excluded from the FCA's restrictions which apply to non-mainstream pooled investment products ("NMPI") because they are shares in an investment trust.

* Please note that the information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

FCA Policy Statement 17/14 indicates that the Ordinary Shares may be deemed “non-complex” for the purposes of MiFID II where they meet the requirements of Article 57 of the MiFID II delegated regulation of 25 April 2016. The Directors consider that these requirements will be met in relation to the Ordinary Shares and that accordingly, the Ordinary Shares should be considered “non-complex” for the purposes of MiFID II.

17. Depositary Arrangements

The Company has appointed BNY Mellon Trust & Depositary (UK) Limited as its Depositary under the Depositary Agreement, further details of which are set out in paragraph 11.3 of Part 7.

18. Taxation

Information concerning the tax issues of the Company and the taxation of Shareholders is contained in paragraph 12 of Part 8 of this Prospectus. If any potential investor is in any doubt about the tax consequences of his/her acquiring, holding or disposing of Ordinary Shares, he/she should seek advice from his/her own independent professional adviser.

19. Annual Running Expenses

In addition to management, administration and secretarial fees referred to above and in Part 7 of this Prospectus, the Company will pay all other fees, charges and expenses incurred in the operation of its business including, without limitation:

- brokerage and other transaction charges and taxes;
- Directors’ fees and expenses;
- fees and expenses for depositary, custodial, registrar, legal, auditing and other professional services;
- any borrowing costs;
- the ongoing costs of maintaining the listing of the Ordinary Shares and their continued admission to trading on the London Stock Exchange;
- NAV publication costs;
- directors and officers insurance premiums;
- promotional expenses (including membership of any industry bodies, including the AIC, and marketing initiatives approved by the Board); and
- costs of printing the Company’s financial reports and posting them to Shareholders.

Shareholders do not bear any fees, charges and expenses directly, other than any fees, charges and expenses incurred as a consequence of acquiring, transferring, redeeming or otherwise selling Ordinary Shares.

20. Liquidity Risk Management

The AIFM maintains a liquidity management policy to monitor the liquidity risk of the Company. Shareholders have no right to redeem their Ordinary Shares from the Company but may trade their Ordinary Shares on the secondary market. However, there is no guarantee that there will be a liquid market in the Ordinary Shares.

Further details regarding the risk management process and liquidity management is available from the AIFM, on request.

21. Governing Law

The agreement between Shareholders and the Company is governed by English law and, by purchasing Ordinary Shares, Shareholders agree that the courts of England have exclusive jurisdiction to settle any disputes. All communications in connection with the purchase of Ordinary Shares will be in English.

PART 6: FINANCIAL INFORMATION RELATING TO THE COMPANY

1. Introduction

The audited financial statements of the company are drawn up in sterling and prepared in accordance with the Act, FRS 102 and the Listing Rules. The Company's financial statements include a statement of financial position, showing the nature and amount of the Company's assets on the one side and its liabilities and share capital on the other.

2. Statutory accounts for the financial year ended 30 September 2018

Statutory accounts of the Company for the financial year ended 30 September 2018 (the "Annual Report"), in respect of which the Company's auditor, PricewaterhouseCoopers LLP, Chartered Accountants and Statutory Auditor, of 7 More London, Riverside, London SE1 2RT, has given unqualified opinions that the accounts give a true and fair view of the state of affairs of the Company and of its total return and cash flows for the financial year ended 30 September 2018 and these statutory accounts have been properly prepared in accordance with the Act, FRS 102 and the SORP have been partly incorporated into this Prospectus by reference.

The interim financial statements for the six months ended 31 March 2019 (the "Interim Report") have been properly prepared in accordance with FRS 104 and the SORP and are unaudited and have been partly incorporated into this Prospectus by reference.

The information from the audited Annual Report and the unaudited Interim Report that has been partly incorporated by reference is detailed, together with the respective pages, in paragraph 3 of this Part 6 of the Prospectus. Any part of the audited Annual Report or unaudited interim Report not included in these tables, and therefore not incorporated by reference, is either not relevant for the investor or is covered elsewhere in the Prospectus.

Unless otherwise indicated, all unaudited financial information relating to the Company contained in this Prospectus has been sourced, without material adjustment, from the internal accounting records of the Company which are maintained by the AIFM on the Company's behalf on a basis consistent with the Company's accounting policies.

3. Published annual report and accounts

3.1 Historical financial information

The audited Annual Report and the unaudited Interim Report, which have been partly incorporated in this Prospectus by reference, included, on the pages specified in the table below, the following information:

<i>Nature of Information</i>	<i>Audited Annual Report and Accounts for the year ended 30 September 2018 Page No(s)</i>	<i>Unaudited Interim Report for the six months ended 31 March 2019 Page No(s)</i>
Income Statement	33	11
Statement of Financial Position	35	13
Statement of Cash Flow	36	14
Accounting policies	37-39	15
Notes to the financial statements (incorporating summary of principal accounting policies)	37-49	15-17
Audit report	50-55	N/A

3.2 *Selected financial information*

The key figures that summarise the Company's financial condition in respect of the periods covered by the audited Annual Report and the unaudited Interim Report, which have been extracted without material adjustment from the historical financial information referred to in paragraph 3.1 of this Part 7 (unless otherwise indicated in the notes below the following table), are set out in the following table:

	<i>Audited Annual Report and Accounts for the year ended 30 September 2018</i>	<i>Unaudited Interim Report for the six months ended 31 March 2019</i>
Total net assets (£'000)	1,411,790	1,556,953
NAV per Ordinary Share (pence)	812.8	827.6
<i>Revenue</i>		
Net return (£'000)	27,454	10,862
Return per Ordinary Share (pence)	16.5	6.0
Dividend per Ordinary Share (pence)	15.3	8.0
<i>Total</i>		
Return attributable to Shareholders (£'000)	155,452	46,417
Return per Ordinary Share (pence)	93.6	25.8

3.3 *Operating and financial review*

The audited Annual Report and the unaudited Interim Report, on the pages specified in the table below, include descriptions of the Company's financial condition (in both capital and revenue terms); details of the Company's investment activity and portfolio exposure; and changes in its financial condition for that year.

	<i>Audited Annual Report and Accounts for the year ended 30 September 2018 Page No(s)</i>	<i>Unaudited Interim Report for the six months ended 31 March 2019 Page No(s)</i>
Chairman's statement	4-5	3-4
Investment portfolio	6	7
Portfolio Manager's review	8-9	5-6

The causes of material changes in the capital value of the Company's assets in the:

Financial year ended 30 September 2018

During the year the Company delivered a total return of £155.5 million made up of a net capital return of £128.0 million and a net revenue return of £27.5 million. Dividends totalling £26.0 million were declared for the year representing 15.3p per Ordinary Share.

The Company delivered a NAV per Ordinary Share total return of 13.1 per cent. and a share price total return of 13.2 per cent., outperforming the Company's benchmark index, the FTSE All-Share Index, measured on a total return basis, which rose by 5.9 per cent. The principal contributors to the NAV per Ordinary Share performance came from the Company's holdings in Hargreaves Lansdown, London Stock Exchange and Fidessa.

Interim period ended 31 March 2019

During the six months ended 31 March 2019 the Company delivered a total return of £46.4 million made up of a net capital return of £35.6 million and a net revenue return of £10.9 million. Dividends totalling £15.1 million were declared for the interim period representing 8.0p per Ordinary Share.

The Company delivered a NAV per Ordinary Share total return of 2.9 per cent. and a share price total return of 2.4 per cent., outperforming the Company's benchmark index, the FTSE All-Share Index, measured on a total return basis, which fell by 1.8 per cent. The principal contributors to the NAV per Ordinary Share performance came from the Company's holdings in Diageo, Mondelez International and Sage Group.

PART 7: GENERAL INFORMATION

1. Responsibility

The Company, whose registered office appears in paragraph 2 of this Part 7, and the Directors, whose names appear on page 27 of this Prospectus, accept responsibility for the information contained in this Prospectus. To the best of the knowledge of the Company and the Directors (each of whom has taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and contains no omissions likely to affect the import of such information.

2. The Company

2.1 Incorporation

- The Company was incorporated in Scotland with an unlimited life on 15 January 1926. The Company is an investment company under section 833 of the Act. The Company's LEI is 213800NN4ZKX2LG1GQ40.
- The issued Ordinary Shares in the Company are listed on the Official List and are admitted to trading on the London Stock Exchange.
- The principal legislation under which the Company operates is the Act. The Company is domiciled in the United Kingdom.
- The address of the registered office of the Company is 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ, with telephone number 0131 473 6000.
- The Company has no employees and most of its day-to-day activities are delegated to third parties.

2.2 Principal Activities

The Articles of Association of the Company provide that the Company has unlimited objects.

3. Ordinary Shares

3.1 Restrictions on free transferability of the Ordinary Shares

Subject to the Articles, any Shareholder can transfer all or any of his certificated shares by an instrument of transfer in the usual common form or in any other manner (whether or not by written instrument) which the Board approves.

Written instruments of transfer in respect of certificated shares have to be signed by or on behalf of the transferor and, if the share is only partly paid, the transferee. The transferor is deemed to remain the holder of the share until the name of the transferee is entered in the register in respect of the share. The Company may retain all registered instruments of transfer.

The Directors can from time to time determine that the register of shares be suspended for a specified period not exceeding in whole thirty days in each year, provided that notice is given by advertisement in one national newspaper and such other newspaper, if any, as the Act (and other company legislation) requires.

The Directors have absolute discretion to decline, without giving reasons, the registration of any transfer of any certificated share which is not a fully paid share unless:

- (a) in the case of a share of a class which is listed on the Official List, maintained by the FCA, to do so would prevent dealings in those shares from taking place on an open and proper basis; or
- (b) any written instrument of transfer, duly stamped, is lodged with the Company (or such other place as the Directors may decide) together with the certificate for the shares to which it relates and there is provided such evidence of ownership as the Directors may reasonably require to show the right of the transferor to make the transfer, the instrument of transfer is in respect of only one class of share and, in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four.

If the Directors so decline to register a certificated share, the transferee must be sent notice of that refusal within two months (or such other period, if any, as may be prescribed by the Act (and other company legislation)).

3.2 *Rights attaching to the Ordinary Shares*

The Articles and the Act provide for the following rights, which attach to the Ordinary Shares:

3.2.1 *New Issues*

Further issues of shares, of whatever class, for cash will be subject to pre-emption rights conferred on existing Shareholders, save to the extent these rights have been dis-applied by Special Resolution.

3.2.2 *Votes of Members*

Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held, on a show of hands every Shareholder who is present in person at a general meeting of the Company will have one vote and on a poll every Shareholder who is present in person or by proxy will have one vote for each share of which he is the holder or to which he is entitled pursuant to the Articles. At the date of this Prospectus no shares are in issue or held subject to any special terms as to voting.

A proxy need not be a Shareholder. An instrument appointing a proxy must be in writing and must, if not sent in electronic form, be left at the place specified not less than 48 hours before the time appointed for holding the meeting.

3.2.3 *Dividends*

Subject to the Act (and other company legislation) and the Articles, the Company in general meeting may from time to time declare dividends to be paid to the Shareholders proportionate to the amounts paid or credited as paid on the Ordinary Shares held by the Shareholders, but no dividend can be declared in excess of the amount recommended by the Directors.

The Directors may from time to time pay to the Shareholders such interim dividends as appear to the Directors to be justified by the position of the Company. The Directors may also pay any fixed dividend, which is payable on any shares of the Company, half-yearly or on any other dates, whenever such position in the opinion of the Directors justifies such payment.

Any dividend unclaimed after period of twelve years from the date of declaration of such dividend or from the date such dividend became due for payment will be forfeited and will revert to the Company.

3.2.4 *Winding up*

If the Company is wound up, the liquidator may, with the relevant sanctions, divide amongst the Shareholders in specie or in kind the whole or any part of the assets of the Company and may determine how such division will be carried out as between the Shareholders or holders of different classes of shares in the Company, vesting them in trust where the liquidator thinks fit, but so that no holder of shares in the Company will be compelled to accept any shares or other assets upon which there is any liability.

3.2.5 *Suspension of share rights*

Where a registered holder in the Company fails to comply, within the specified period, with a notice given by the Directors under the Act (and other company legislation) requiring him or her to give particulars of any interest in any such shares, the Company may give that person a notice stating or to the effect that such shares will from the service of such restriction

notice confer on such person no right to attend or vote at any general meeting of the Company or at any separate general meeting of the holders of the shares of that class until the statutory notice has been complied with and such shares will accordingly not confer any right to attend or vote in relation to any such meeting.

Where the shares in respect of which such a notice has been issued represent 0.25 per cent. or more of the class of share concerned, the notice may in addition direct that:

- (a) any dividend or other money which would otherwise be payable on such shares will be retained by the Company until the notice is cancelled or ceases to have effect without any liability to pay interest thereon when such money is finally paid to the person entitled to it; and/or
- (b) no transfer will be registered unless the registered holder or bearer of them is not himself or herself in default for the failure to supply information and that person satisfies the Directors that no person in default is interested in any of the shares in question.

The period specified in such a notice in respect of any particular holder of Shares in the Company may not be less than 14 days from the date of service of the notice. The restrictions may be cancelled by the Directors at any time and will automatically cease to have effect where any share is sold:

- (a) to an offeror in acceptance of an offer made to the holders of all the shares in the Company or the holders of a particular class of those shares to acquire all of those shares or a specified proportion of them;
- (b) where the whole beneficial ownership of the shares is sold to a person unconnected with the vendor and anyone else interested in those shares; or
- (c) when the sale is made through a Recognised Investment Exchange or any stock exchange outside the UK on which the Company's shares are normally traded.

4. The Takeover Code

4.1 *Squeeze-out and Sell-out Rules relating to the Ordinary Shares*

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

- (a) a person acquires an interest in shares which, when taken together with shares already held by him or persons acting in concert with him, carry 30 per cent. or more of the voting rights in the Company; or
- (b) a person who, together with persons acting in concert with him, is interested in not less than 30 per cent. and not more than 50 per cent. of the voting rights in the Company acquires additional interests in shares which increase the percentage of shares carrying voting rights in which that person is interested, the acquirer and, depending on the circumstances, its concert parties, would be required (except with the consent of the Panel) to make a cash offer for the outstanding shares at a price not less than the highest price paid for any interests in the shares by the acquirer or its concert parties during the previous 12 months.

4.2 *Compulsory acquisition*

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

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

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

5. Valuation Policy

Frostrow is responsible for determining and calculating the NAV per Ordinary Share. The unaudited NAV per Ordinary Share is calculated on each Dealing Day (on both an ex-income and cum-income basis) and is announced to an RIS. The NAV is calculated in accordance with FRS 102, the SORP and guidelines published by the Association of Investment Companies and in accordance with the AIFM Rules.

The Company's portfolio of assets will be valued on each Dealing Day. All instructions to issue or cancel Ordinary Shares given for a prior Dealing Day shall be assumed to have been carried out (and any cash paid or received).

The valuation will be based on the following:

- (a) Cash and amounts held in current and deposit accounts and in other time-related deposits will be valued at their nominal value.
- (b) All transferable securities will be valued at fair value:
 - (i) fair value for quoted investments is deemed to be bid market prices, or last traded price, depending on the convention of the exchange on which they are quoted; and
 - (ii) unquoted investments are valued by the Directors using primary valuation techniques such as discounted multiple of revenue.
- (c) All other property contained within the Company's portfolio of assets will be priced at a value which, in the opinion of the AIFM, represents a fair and reasonable price.
- (d) If there are any outstanding agreements to purchase or sell any of the Company's portfolio of assets which are incomplete, then the valuation will assume completion of the agreement.
- (e) Added to the valuation will be:
 - (i) any accrued and anticipated tax repayments of the Company;
 - (ii) any money due to the Company because of Ordinary Shares issued prior to the relevant Dealing Day;
 - (iii) income due and attributed to the Company but not received; and
 - (iv) any other credit of the Company due to be received by the Company.

Amounts which are de minimis may be omitted from the valuation.

- (f) Deducted from the valuation will be:
 - (i) any anticipated tax liabilities of the Company;
 - (ii) any money due to be paid out by the Company because of Ordinary Shares bought back by the Company prior to the valuation;
 - (iii) the principal amount and any accrued but unpaid interest on any borrowings; and
 - (iv) any other liabilities of the Company, with periodic items accruing on a daily basis.

Amounts which are de minimis may be omitted from the valuation.

All of the Company's investments, save for Frostrow Capital LLP, are listed and are valued at the closing prices. Valuations of NAV per Ordinary Share will be suspended only in any circumstances in which the underlying data necessary to value the investments of the Company cannot readily or without undue expenditure be obtained. Any such suspension will be announced to an RIS.

6. Net Asset Value and Ordinary Share price

As at the close of business on 5 August 2019 (being the Latest Practicable Date), the unaudited cum-income NAV per Ordinary Share was 909.06 pence and the share price was 912.00 pence, representing a 0.32 per cent. premium to the cum-income NAV per Ordinary Share. The unaudited ex-income NAV per Ordinary Share was 904.47 pence and the share price was 912.00 pence, representing a 0.83 per cent. premium to the ex-income NAV per Ordinary Share.

7. Conflicts of Interest

The AIFM, the Portfolio Manager and their respective directors, officers and employees and the Directors and any person or company with whom they are affiliated or by whom they are employed (each an "**Interested Party**") may be involved in other financial, investment or professional activities that may give rise to conflicts of interest between the duties carried out on behalf of the Company by the Interested Parties and their private interests or other duties. In particular, the Portfolio Manager and the AIFM may provide investment management, investment advice or other services in relation to other companies, funds or accounts ("**other clients**") that may have similar investment objectives and/or policies to that of the Company and will receive fees for doing so.

The below sets out material potential conflicts of interest which the Company's service providers may have as between their duty to the Company and duties owed by them to third parties and their other interests, as well as the arrangements which are in place to address such potential conflicts.

As a result, the Portfolio Manager may have conflicts of interest in allocating investments amongst the Company and its other clients. The Portfolio Manager may give advice or take action with respect to its other clients that differs from the advice given or actions taken with respect to the Company. The Portfolio Manager will ensure that transactions effected by it or an associate in which it or an associate has, directly or indirectly, a material interest or relationship of any description with another party, are effected on terms which are not materially less favourable to the Company than if the potential conflict had not existed.

In instances where the Portfolio Manager chooses to aggregate the Company's investment with other investments from other clients as well as the Company, the Portfolio Manager will allocate investments fairly to all clients in accordance with applicable rules. Furthermore, the Portfolio Manager should not aggregate an investment if it is likely to work to the disadvantage of any of its clients involved.

The Portfolio Manager will allocate investment opportunities to its clients in a consistent manner across all clients, irrespective of the form or structure of remuneration that the Portfolio Manager receives in return for its investment advisory and/or management services. Allocations will be made on the basis of the investment objectives of the Portfolio Manager's clients, as applicable, including the Company in each case, and will not be affected by factors such as the short-term impact on advisory fees that making a given investment may have. The Portfolio Manager has agreed that it shall not, without the prior written consent of the Board, establish, manage or advise any other closed-ended investment company of any description with the objective of investing predominantly in the equity capital of United Kingdom companies.

Subject to the undertakings referred to in the previous paragraph, notwithstanding similar investment objectives an investment opportunity for the Company may be allocated across all, some, or only one of the Portfolio Manager's clients, dependent on the size of the investment opportunity and the relative opportunity for the Company or other clients. For example, an opportunity for a small investment may not present a meaningful position in a large account and, therefore, may only be allocated to smaller accounts, all other characteristics of the accounts being comparable.

The Directors have noted that the AIFM has, as at the date of this Prospectus, other clients and have satisfied themselves that the AIFM has procedures in place to address potential conflicts of interest. The Directors have noted that the Portfolio Manager may have other clients and have satisfied themselves that the Portfolio Manager has procedures in place to address potential conflicts of interest and to ensure that the Portfolio Manager's management team dedicates a sufficient proportion of their time to the affairs of the Company.

As at the date of this Prospectus, one Director, Lorna Tilbian, has disclosed a potential conflict of interest between duties that she carries out on behalf of the Company and her private interests or other duties. This potential conflict has arisen due to her non-executive directorship of Euromoney Institutional Investor PLC, a company in which the Company is invested. Ms Tilbian will not vote on any matter involving Euromoney Institutional Investor PLC. None of the Directors, other than Ms Tilbian, have any potential conflicts of interest between any duties carried out on behalf of the Company and their private interests or other duties.

8. Investment Restrictions

In order to comply with the Listing Rules, the Company will not invest more than 10 per cent. in aggregate, of the value of its total assets (calculated at the time of any relevant investment) in other investment companies or investment trusts which are listed on the Official List (save to the extent that these investment companies or investment trusts have stated investment policies to invest no more than 15 per cent. of their gross assets in other investment companies (including investment trusts) which are listed on the Official List).

In order for the Company to be approved as an investment trust under Chapter 4 of Part 24 of the Corporation Tax Act 2010, all, or substantially all of its business must consist of investing its funds in shares, land or other assets with the aim of spreading investment risk and giving members of the Company the benefit of the results of the management of its funds.

In the event of any material breach of the investment policy applicable to the Company, Shareholders will be informed of the actions to be taken by the AIFM through an RIS.

9. Interests of Directors, major shareholders and related party transactions

9.1 Directors' interests

As at the close of business on 5 August 2019, (being the latest practicable date before the publication of this Prospectus) the Directors had beneficial interests in the following number of Ordinary Shares:

	<i>Ordinary Shares</i>	<i>% of issued Ordinary Share Capital</i>
Anthony Townsend	191,034	0.1
Neil Collins	83,484	0.04
Kate Cornish-Bowden	7,061	0.00
Simon Hayes	35,496	0.02
David Hunt	35,000	0.02
Lorna Tilbian	—	—

No Director of the Company has or has had any interest in any transaction which is or was unusual in its nature or conditions or significant to the business of the Company which was effected by the Company since its incorporation.

There are no outstanding loans granted by the Company to any of the Directors nor is any guarantee provided by the Company for the benefit of any of the Directors.

9.2 *Directors' other interests*

Over the five years preceding the date hereof, the Directors have held the following directorships' (apart from their directorships' of the Company) and/or partnerships:

	<i>Current directorships/partnerships</i>	<i>Past directorships/partnerships</i>
Anthony Townsend	Baronsmead Second Venture Trust plc BMO Global Smaller Companies PLC Gresham House plc Hansa Capital Limited	British & American Investment Trust PLC Cranleigh Enterprises Limited Cranleigh Foundation Cranleigh School Miton Global Opportunities plc
Neil Collins		Templeton Emerging Markets Investment PLC
Kate Cornish-Bowden	Calculus VCT PLC CC Japan Income & Growth Trust plc Schroder Oriental Income Fund Limited	ARCIS Biotechnology Holdings Limited Scancell Holdings PLC KCB Research Limited
Simon Hayes	Macscoco 22 Limited Neon Underwriting Limited PH Capital Limited Peel Hunt Holdings Limited Peel Hunt LLP	M22 Nominees Limited Peel Hunt CFD Limited* Peel Hunt Inc. Peel Hunt Nominees Limited P.H. Nominees Limited P.H. Trustees Limited*
David Hunt	Astra House (IOW) Limited	
Lorna Tilbian	Dowgate Capital Limited Euromoney Institutional Investor PLC Jupiter UK Growth Investment Trust PLC M&C Saatchi PLC Proven VCT PLC Rightmove PLC	Numis Corporation PLC

* Voluntarily liquidated companies

Other than the conflict of interest disclosed under paragraph 7 of this Part 7, above, as at the date of this Prospectus there are no potential conflicts of interest between any of the Directors duties to the Company and their private interests and/or other duties. There are no lock-up provisions regarding the disposal by any of the Directors of any Ordinary Shares.

9.3 *The Directors in the five years before the date of this Prospectus:*

- (a) do not have any convictions in relation to fraudulent offences;
- (b) have not been associated with any bankruptcies, receiverships or liquidations of any partnership or company through acting in the capacity as a member of the administrative, management or supervisory body or as a partner, founder or senior manager of such partnership or company, save as set out in paragraph 9.2 of this Part 7 above; and
- (c) do not have any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) and have not been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of any issuer or from acting in the management or conduct of the affairs of any issuer.

9.4 *Major Shareholders*

As at the close of business on 5 August 2019 (being the Latest Practicable Date), the following parties were known to be interested in 3 per cent. or more of the Company's share capital (being the threshold for notification under the Disclosure Guidance and Transparency Rules):

<i>Shareholder</i>	<i>Number of Ordinary Shares</i>	<i>% of issued Ordinary Share Capital</i>
Hargreaves Lansdown	24,480,290	12.50
Alliance Trust Savings	14,812,666	7.56
Brewin Dolphin	14,509,916	7.41
Investec Wealth & Investment	10,368,154	5.29
AJ Bell	10,335,007	5.28
Rathbones	8,377,923	4.96
Charles Stanley	6,165,071	3.15
Interactive Investor	5,954,555	3.04

The Company is not aware of any person who, directly or indirectly, jointly or severally, exercises or could exercise control over the Company. The Company is not aware of any arrangement the operation of which may at a subsequent date result in a change of control of the Company. The Company's major Shareholders do not have any different voting rights from other Shareholders.

9.5 *Related party transactions*

The Company was not a party to, nor had any interest in, any related party transaction (as defined in the standards adopted according to the Regulation (EC) No. 1606/2002) at any time since 31 March 2019 or during the period running from 1 April 2019 to the close of business on 5 August 2019 (being the Latest Practicable Date).

10. **Share options**

At the date of this Prospectus no share or loan capital of the Company is under option or agreed conditionally or unconditionally to be put under option.

11. **Material Contracts**

The following is a summary of each material contract, other than contracts entered into in the ordinary course of business, to which the Company is a party, for the two years immediately preceding publication of this Prospectus or which contains any provision under which the Company has any obligation or entitlement which is material to them at the date of this Prospectus.

11.1 *The AIFM Agreement*

Under the AIFM Agreement dated 21 July 2014, as amended by way of a letter agreement dated 11 October 2016, a deed of amendment dated 14 May 2018 and a letter of agreement dated 6 August 2019, Frostrow was appointed to act as the alternative investment fund manager pursuant to the AIFM Rules and provide risk management and portfolio management services pursuant to Regulation 4(2) of the AIFM Regulations, subject to the policies and restrictions of the Directors and among other things, provide specialist management, company secretarial, and administrative and marketing services.

Under the terms of the AIFM Agreement, Frostrow is entitled to be reimbursed, on invoice, in respect of all commissions, transfer and registration fees, stamp duty and similar liabilities, the fees of any of its duly appointed advisers and any other costs properly incurred in the performance of its duties as an alternative investment fund manager under the AIFM Agreement. This does not include fees payable to the Portfolio Manager or to any other person to whom any of the services by Frostrow to be provided under this Agreement are outsourced.

A periodic fee calculated monthly and payable in arrears is payable by the Company to Frostrow of (i) 0.15 per cent. per annum of the amount of the Adjusted Market Capitalisation (calculated in accordance with AIFM Agreement) that is equal to or less than £1 billion, (ii) 0.135 per cent. per annum of the amount of the Adjusted Market Capitalisation (calculated in accordance with the AIFM Agreement) that is greater than £1 billion up to a value of £2 billion; and (iii) 0.12 per cent. per annum of the amount of the Adjusted Market Capitalisation (calculated in accordance with the AIFM Agreement) that is greater than £2 billion.

Frostrow, under the terms of the AIFM Agreement provides *inter alia* the following services:

- (a) risk management and portfolio management services pursuant to Regulation 4(2) of the AIFM Regulations, including the implementation of adequate risk management systems to identify, measure, manage and monitor, as appropriate, all risks relevant to the Company's investment strategy and which the Company is or may be exposed and ensuring that the Company's risk management policy and its implementation comply with the AIFM Rules;
- (b) monitoring the compliance by the Portfolio Manager with the Company's investment objective and investment policy and reporting any non-compliance in a timely fashion to the Portfolio Manager and the Board;
- (c) determining the Net Asset Value per Ordinary Share in accordance with the AIFM Rules, this Prospectus and the Articles;
- (d) maintenance of professional indemnity insurance at the level required under the AIFM Rules in order to cover potential liability risks arising from professional negligence;
- (e) investment portfolio administration and valuation;
- (f) marketing and shareholder services;
- (g) share price discount and premium management
- (h) administrative and company secretarial services;
- (i) advice and guidance in respect of corporate governance requirements;
- (j) ensuring compliance with applicable legal and regulatory requirements;
- (k) performance measurement reports;
- (l) maintenance of adequate accounting records and management information;
- (m) preparation and despatch of the audited annual financial statements, the unaudited half year report and the monthly fact sheets;
- (n) maintenance of the Company's website; and
- (o) attending to general tax affairs where necessary.

The AIFM Agreement may be terminated by either party giving to the other not less than 12 months' written notice, except in any of the following circumstances, in which the Company is entitled summarily to terminate the AIFM Agreement by notice in writing:

- (a) if the AIFM shall commit any material or persistent breach of or shall omit to observe any of the material obligations on its part contained in the AIFM Agreement and shall have failed (within 30 days after having been required in writing by the Company so to do) to remedy such breach, if capable of remedy, to the satisfaction of the Company;
- (b) if the AIFM has a receiver appointed over the whole or any part of its undertaking or if any order is made or an effective resolution passed for the winding up of the AIFM (save for the purpose of and followed by an amalgamation or reconstruction) or if an administration order is made or a voluntary arrangement comes into effect under the Insolvency Act 1986 in relation to the AIFM or if a distress or execution is levied or enforced upon or against any of the property or assets of the AIFM is not discharged or paid out within 14 days;
- (c) if a person or a group of persons acting in concert (as defined in the City Code on Takeovers and Mergers) acquires more than 50 per cent. of the votes normally exercisable at general meetings of the AIFM;

- (d) if Alastair Smith (or any approved replacement) ceases for any reason to co-ordinate the provision of the AIFM's services under the AIFM Agreement and is not within 120 days of such cessation replaced by an individual approved by the Board; or
- (e) if Frostrow should cease to be regulated by the FCA as an alternative investment fund manager under the AIFM Rules and FSMA or other rules made pursuant to FSMA.

The AIFM Agreement may be terminated by Frostrow with immediate effect from the time at which notice of termination is given or, if later, the time at which such notice is expressed to take effect, by notice in writing to the Company, in any of the following events:

- (a) if the Company shall commit any material or persistent breach of or shall omit to observe any of the material obligations on its part contained in the AIFM Agreement and shall have failed (within 30 days after having been required by the AIFM to do so) to remedy such breach, if capable of remedy, to the satisfaction of the AIFM;
- (b) an order has been made or an effective resolution passed for the winding-up or liquidation of the Company due, in each case, to the insolvency of the Company;
- (c) any act or omission by the Company which would cause the AIFM to be in breach of the AIFM Rules, the FCA Handbook or any other applicable legal or regulatory requirement; or
- (d) if required to do so by the FCA or any other governmental or regulatory body.

If the Company notifies the AIFM of a change to any value of the agreed threshold, limits and risk tolerances in relation to the Company and: (i) in the opinion of the AIFM, acting reasonably, the intended change in value is such that it would cause the AIFM to be in breach of, or otherwise become unable to comply with its obligations under, the AIFM Rules, or (ii) the AIFM, acting reasonably, determines that, taking into account all the circumstances it has been given unreasonably short notice to make such assessment; the AIFM may terminate the AIFM Agreement on the earlier of (i) the date on which the appointment of a replacement Alternative Investment Fund Manager becomes effective or, (ii) the business day prior to the effective date on which such adjusted values are disclosed to any third party by the Company or on the Company's request, provided that prior to termination the AIFM has used all reasonable endeavours to consult fairly with the Company.

If the AIFM notifies the Company of any proposed change to any value of the agreed thresholds, limits and risk tolerances in relation to the Company and expressly required by the FCA or any applicable legal or regulatory requirements and the Company has not agreed to the proposed change within a reasonable time, then the AIFM may terminate the AIFM Agreement at the earlier of (i) the date on which the appointment of a replacement Alternative Investment Fund Manager in respect of the Company becomes effective, or (ii) the time at which the notice of termination given by the AIFM is expressed to take effect.

The AIFM Agreement may be summarily terminated by either party by notice in writing if following:

- (a) termination of the Portfolio Management Agreement, the parties are unable to agree within four calendar months of such termination alternative arrangements for the provision of day-to-day portfolio management services with respect to the Company's portfolio of investments and the timetable for implementing such alternative arrangements; or
- (b) suspensions of the performance by the Portfolio Manager of its functions in accordance with the Portfolio Management Agreement, the parties are unable to agree within four calendar months of the commencement of such suspension whether the Portfolio Management Agreement should be terminated or, if so, how day-to-day portfolio management services will be provided with respect to the Company's portfolio of investments following such termination and the timetable for implementing such alternative arrangements.

The AIFM Agreement contains an indemnity in favour of the AIFM against all claims by third parties which may be made against the AIFM in connection with its services under the AIFM Agreement, except to the extent that the claim is due to any breach of the AIFM Agreement by

the AIFM or its employees or agents, breach of rules of any competent regulatory authority, breach of any statutory duty or the negligence, wilful default or fraud of the AIFM or its employees or delegates (other than the Portfolio Manager with respect to functions delegated to it under the Portfolio Management Agreement) or any employee of such person.

Under the terms of the AIFM Agreement, subject to its duties under the AIFM Rules, the AIFM is entitled to carry on business similar to, or in competition with, the Company or to provide similar services or any other services whatsoever to any other customer without accounting to the Company for its profits.

In the year ended 30 September 2018 and the in the period running from 1 October 2019 to 31 March 2019, the fees payable under the AIFM Agreement amounted to £1,913,000 and £1,026,000 respectively.

11.2 *Portfolio Management Agreement*

Under the terms of the Portfolio Management Agreement between the Company, the AIFM and the Portfolio Manager dated 21 July 2014, as amended by way of a letter agreement dated 11 October 2016, a deed of amendment dated 14 May 2019 and a letter of agreement dated 6 August 2019, the Portfolio Manager, acting as a delegate of the AIFM provides discretionary investment management services to the Company for a periodic fee equal to (i) 0.45 per cent. per annum of the amount of the Adjusted Market Capitalisation (calculated in accordance with the Portfolio Management Agreement) that is equal to or less than £1 billion; and (ii) 0.405 per cent. per annum of the amount of the Adjusted Market Capitalisation of the Company (calculated in accordance with the Portfolio Management Agreement) that is greater than £1 billion up to a value of £2 billion; and (iii) 0.36 per cent. per annum of the amount of the Adjusted Market Capitalisation (calculated in accordance with the Portfolio Management Agreement) that is greater than £2 billion.

The Portfolio Manager under the terms of the Portfolio Management Agreement provides *inter alia* the following services:

- (a) seeking out and evaluating investment opportunities;
- (b) recommending the manner by which monies should be invested, disinvested, retained or realised;
- (c) advising on how rights conferred by the investments should be exercised;
- (d) analysing the performance of investments made; and
- (e) advising the Company in relation to trends, market movements and other matters which may affect the investment policy of the Company.

Each of the parties may terminate the Portfolio Management Agreement, by not less than 12 months' notice in writing. The AIFM may, by notice in writing to the Portfolio Manager and the Company, summarily either (a) with the consent of the Company terminate the Portfolio Management Agreement; or (b) in consultation with the Company, suspend the performance of the Portfolio Manager's functions, in certain prescribed circumstances, including:

- (a) if the Portfolio Manager commits any material or persistent breach of or omits to observe any of the material obligations on its part contained in the Portfolio Management Agreement and (if such breach is capable of remedy) fails (within 30 days after having been required by the Company so to do) to remedy such breach to the satisfaction of the Company;
- (b) where the AIFM (acting reasonably) determines it is in the best interests of investors in the Company;
- (c) in the event that the AIFM (acting reasonably) determines that the Portfolio Manager is no longer able to carry out the obligations under the Portfolio Management Agreement effectively or in compliance with applicable laws and regulations;

- (d) if the Board and the Portfolio Manager do not consent promptly to any adjustment to the extent to which the AIFM delegates its portfolio management functions to the Portfolio Manager under the Portfolio Management Agreement;
- (e) if Nick Train or any replacement approved in accordance with the Portfolio Management Agreement ceases to be available to perform the services set out in the Portfolio Management Agreement and the Portfolio Manager fails to provide a replacement approved by the Company and the AIFM within 120 days;
- (f) if a Non-Permitted Controller or Non-Permitted Controllers (as defined in the Portfolio Management Agreement) shall acquire at least 50 per cent. of the votes normally exercisable at general meetings of the Portfolio Manager in which event the right of the Company to terminate the Portfolio Management Agreement summarily must be exercised by giving notice to the Portfolio Manager not later than 90 days after the Board is made aware that a Non-Permitted Controller or Non-Permitted Controllers has or have acquired at least 50 per cent. of the votes normally exercisable at general meetings of the Portfolio Manager;
- (g) if the AIFM or the Company is required by a relevant regulatory authority to suspend or terminate the delegation of functions to the Portfolio Manager; or
- (h) if the Portfolio Manager shall have a receiver appointed over the whole or any part of its undertaking or if any order is made or effective resolution passed for its winding up or if an administration order is made or a voluntary arrangement comes into effect under the Insolvency Act 1986 in relation to the Portfolio Manager or if a distress or execution shall be levied or enforced upon or against any of the property or assets of the Portfolio Manager and shall not be discharged or paid out within 14 days.

In the following circumstances the Portfolio Manager is entitled to terminate the Portfolio Management Agreement summarily by notice in writing to the Company and the AIFM:

- (a) the Company or the AIFM has a receiver appointed of the whole or any part of its undertaking;
- (b) any order is made or an effective resolution passed for the winding up of the Company or the AIFM (save for the purpose of and followed by an amalgamation or reconstruction (provided that the Company or the AIFM (as applicable) is solvent));
- (c) an administration order is made or a voluntary arrangement comes into effect under the Insolvency Act 1986 in relation to the Company or the AIFM;
- (d) a distress or execution is levied or enforced upon or against any of the property or assets of the Company or the AIFM and not discharged or paid out within 14 days; or
- (e) if the AIFM notifies the Portfolio Manager of a change in the AIFM Rules or other applicable law or regulation and the Portfolio Manager (acting reasonably and in good faith) determines that it cannot comply with that change it shall, having consulted with the Company and the AIFM have the right to terminate the Portfolio Management Agreement on notice in writing to the Company and the AIFM, with effect from the date upon which the relevant change enters into force, in circumstances where one of the above termination events relates only to the AIFM, the Company may notify the Portfolio Manager that it wishes the Portfolio Management Agreement to continue between them.

The Portfolio Management Agreement automatically terminates on the termination of the AIFM Agreement unless the Company (in its absolute discretion) serves notice on the AIFM and the Portfolio Manager requiring the (i) Portfolio Management Agreement to continue in full force and effect as between the Company and the Portfolio Manager; or (ii) the novation of the Portfolio Management Agreement by the AIFM to a third party selected by the Company.

The Portfolio Management Agreement contains an indemnity in favour of the Portfolio Manager against all claims by third parties which may be made against the Portfolio Manager in connection with any action properly taken in accordance with the Portfolio Management Agreement, except to the extent that the claim is due to the negligence, wilful default or fraud of the Portfolio Manager or its employees or any material breach of the Portfolio Management Agreement by the Portfolio Manager.

Provided its ability to perform its obligations under the Portfolio Management Agreement is not impaired, the Portfolio Manager is entitled to carry on any business similar to, or in competition with, the Company or to provide similar services or any other services whatsoever to any other customer without accounting to the Company for its profits. However, the Portfolio Manager may not without the prior written consent of the Company provide portfolio management or investment advisory services to any other closed-ended investment company of any description with the objective of investing predominantly in the equity capital of UK companies.

The Portfolio Management Agreement makes it clear that the Portfolio Manager is permitted, subject to the overriding principles of suitability and best execution, to effect transactions in which the Portfolio Manager or any of its associates has, directly or indirectly, a material interest or a relationship of any description with another party which may involve a potential conflict of interest with the Portfolio Manager's duty to the Company, again without being liable to account to the Company for its profits, provided, *inter alia*, that where there is such a conflict it uses its best endeavours acting in compliance with the AIFM Rules to ensure that the terms of the relevant transaction are no less favourable to the Company than if the conflict had not existed and that it discloses all such transactions to the Company.

In the year ended 30 September 2018 and in the period running 1 October 2019 to 31 March 2019, the fees payable under the Portfolio Management Agreement amounted to £5,739,000 and £3,076,000 respectively.

11.3 *Depositary Agreement*

The Company and the AIFM entered into the Depositary Agreement with BNY Mellon Trust & Depositary (UK) Limited on 21 July 2014 under which BNY Mellon Trust & Depositary (UK) Limited acted as Depositary for the Company. On 3 April 2018 BNY Mellon Trust & Depositary (UK) Limited was replaced by its group company The Bank of New York Mellon (International) Limited pursuant to a deed of novation relating to the Depositary Agreement. The Depositary is a company incorporated on 9 August 1996 with unlimited life under the Act in England and Wales with registration number 03236121. The Depositary is authorised and regulated by the FCA under FSMA with firm reference number 183100. Its LEI is 549300KP56LL8NKKFL47.

Under the terms of the Depositary Agreement the Depositary performs safekeeping, cash flow monitoring and oversight services in accordance with the AIFM Rules. The fees of the Depositary are payable by the Company exclusive of VAT monthly in arrears. The Depositary charges a flat fee of 0.09 per cent. of the Company's net assets per annum. In the year ended 30 September 2018 and in the period running from 1 October 2018 to 31 March 2019, these fees amounted to £138,000 and £75,000 respectively. The Depositary may not use or re-use the Company's securities or other investments without the prior consent of the Company.

The Depositary Agreement contains an indemnity granted by the Company in favour of:

- (a) the Depositary and its employees, officers and directors from any and all reasonable costs, liabilities and expenses resulting from them acting as agent of the Company, other than in the case of fraud, negligence, intentional failure or in the event this indemnification would be contrary to mandatory provisions of the AIFM Directive; and
- (b) the Depositary and its delegates and its delegates' agents and correspondents from any and all taxes, charges, expenses (including reasonable legal fees), assessments, claims or liabilities arising directly in connection with the performance of the Depositary Agreement (except such as may arise from its or their negligent action, failure to exercise reasonable care in the performances of services under the Depositary Agreement or wilful misconduct or in the case of any liability imposed by mandatory law).

Under the terms of the Depositary Agreement, any party may, by giving to the other parties not less than 90 days' notice in writing, terminate the Depositary Agreement provided that the Depositary Agreement shall not terminate until a new depositary is appointed.

The Depositary Agreement may also be terminated by any party immediately by notice in writing to the other parties where:

- (a) another party becomes subject to certain prescribed events of insolvency;

- (b) another party ceases to be licensed for its activity under the Depositary Agreement or ceases to have approval(s) by applicable governmental institutions that are required for its activities; or
- (c) another party materially defaults on its obligations under the Depositary Agreement and such default is not remedied within 30 days upon notice from another party.

The Depositary has delegated custody of the Company's securities and other investments to the Custodians who may, subject to compliance with the terms of the Depositary Agreement and the AIFM Rules, in turn sub-delegate custody to any of its branches and, subject to its duty to exercise reasonable care in their selection and continued appointment, to cause those investments to be held by any other institution acting as securities depositary, clearing house or system or custodian on such terms as it may require.

The Depositary is liable for the acts and omissions of any sub-custodian. The applicable sub-custodians as at the date of this Prospectus who might be relevant for the purposes of holding the Company's investments are:

<i>Country</i>	<i>Name of sub-custodian</i>	<i>Regulator</i>
Euromarket	Euroclear Bank	The Autorité des Marchés Financiers
Canada	CIBC Mellon Trust Company	Canadian Securities Administrators
France	BNP Paribas Securities Services Paris	The Banque de France
The Netherlands	The Bank of New York Mellon SA/NV	Financial Services and Markets Authority, Belgium
United Kingdom	Depositary and Clearing Centre (DCC) Deutsche Bank AG, London Branch	The Financial Conduct Authority
United States of America	The Bank of New York, New York	US Securities and Exchange Commission

11.4 *Limited Liability Partnership Deed*

The Limited Liability Partnership Deed governs Frostrow Capital LLP (in this section only the "LLP"). In accordance with the Limited Liability Partnership Deed, the Company acquired a 10 per cent. interest in the LLP at a cost of £150,000 in 2007, of which £75,000 was repaid to the Company by the LLP in 2008.

Under the terms of the Limited Liability Partnership Deed, the Company agrees to provide capital to Frostrow to enable it to satisfy the AIFMD Capital Requirement, subject to a maximum of £500,000 in aggregate. The Board has subsequently resolved to increase the amount of capital that the Company may provide to Frostrow to £750,000. The Company is designated an "AIFMD Member" in respect of the capital that it contributes to Frostrow in order for Frostrow to satisfy the AIFMD Capital Requirement. In return, the Company receives the AIFMD Priority Return, as a first charge on Frostrow's profits. The AIFMD Priority Return is reviewed annually, but may not be amended without the prior written consent of the Company, for so long as it provides capital to enable Frostrow to meet the AIFMD Capital Requirement. The Company may cease to be an AIFMD Member by giving written notice to Frostrow of not less than 9 calendar months. Frostrow may remove the Company as an AIFMD Member by giving one months' written notice, or in certain prescribed circumstances, with immediate effect.

The LLP will terminate and dissolve upon the occurrence of any of the following events, but the Limited Liability Partnership Agreement will not terminate until the affairs of the LLP have been wound up:

- (a) a determination by three quarters in number of the members of the LLP to dissolve the LLP;

- (b) the LLP ceasing to be authorised by the FCA or any other regulatory body in the United Kingdom having principal responsibility for the supervision of its affairs if the LLP is at the relevant time required to have any such authorisation in order to carry on the LLP's business; or
- (c) the occurrence of any event which shall make it unlawful for the LLP to be continued.

If the LLP is dissolved, no member or former member of the LLP will be liable to contribute further to the assets of the LLP other than as required by law.

The Limited Liability Partnership Deed sets out that the members to the LLP will not receive interest on their capital contributions and may be required to make further contributions.

The members of the LLP do not have the right directly or indirectly to withdraw or receive back any part of the amount standing to the credit of their capital contribution account except in the following circumstances:

- (a) where a member ceases to be a member and an equal amount is contributed to the capital contribution accounts of the remaining members;
- (b) upon termination and dissolution of the LLP and the LLP having ceased to be authorised to carry on regulated activities; or
- (c) where a member ceases to be a member where the LLP will, notwithstanding such payment, remain in compliance with applicable prudential requirements relating to partnership capital.

The Limited Liability Partnership Deed contains an indemnity that each member of the LLP and its officers, directors, and employees and each person, if any, who controls a member is entitled to be indemnified from and out of the assets of the LLP from and against any loss, liability, damage, cost, or expense actually and reasonably incurred arising from actions or omissions concerning the business of the LLP or activities undertaken by or on behalf of the LLP (otherwise than when due to the bad faith, recklessness, gross negligence or wilful default of the indemnified party, or due to breaches of any of the provisions of the Limited Liability Partnership Deed by the indemnified party, or due to the indemnified party not having acted in good faith in the reasonable belief that its actions were in, or not opposed to, the best interests of the LLP).

11.5 *Placing Programme Agreement*

In connection with the Placing Programme, the Company, the AIFM, the Portfolio Manager and Winterflood entered into the Placing Programme Agreement on 7 August 2019.

The principal terms of the Placing Programme Agreement are as follows:

- (a) Winterflood has agreed, as agent of the Company, to use its reasonable endeavours to place New Ordinary Shares pursuant to the Placing Programme at the Placing Price. The Placing Programme is not being underwritten;
- (b) the Company has agreed to pay all of the reasonable and properly incurred costs and expenses of Winterflood that are incidental to the Placing Programme and related arrangements together with any applicable VAT;
- (c) each of the Company, the AIFM and the Portfolio Manager has given certain warranties to Winterflood as to, among other things, the accuracy of the information in this Prospectus and as to other matters relating to the Company. Each of the Company, the AIFM and the Portfolio Manager has given an indemnity to Winterflood in respect of any losses or liabilities arising out of the proper performance by Winterflood of its duties under the Placing Programme Agreement; and
- (d) Winterflood may at any time before the earliest of (i) 6 August 2020, (ii) the date on which all of the New Ordinary Shares available for issue under the Placing Programme have been issued and (iii) such other date as may be agreed between the parties, terminate the Placing Programme Agreement and may also in certain circumstances, terminate the Placing Programme Agreement including for breach of warranties.

12. Taxation

12.1 Introduction

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

There may be other tax consequences of an investment in the Company and all Shareholders or potential investors, in particular those who are in any doubt about their tax position, or who are resident or otherwise subject to taxation in a jurisdiction outside the United Kingdom, should consult their own professional advisers immediately. In particular, the tax legislation of the Shareholders' country of domicile or residence and of the Company's country of incorporation may have an impact on income received from the Ordinary Shares.

12.2 The Company

It is the intention of the Directors to conduct the affairs of the Company so as to continue to satisfy the conditions for it to qualify as an investment trust under Chapter 4 of Part 24 Corporation Tax Act 2010. In respect of each accounting period for which the Company continues to be approved by HMRC as an investment trust, the Company will be exempt from UK taxation on its capital gains. The Company will, however, be liable to UK corporation tax on its income in the normal way.

Both United Kingdom and overseas dividend income received will in most cases be exempt from UK corporation tax. Income arising from any overseas investments may be subject to foreign withholding tax at the relevant jurisdiction's applicable rate, but relief may be available under the terms of an applicable double tax treaty.

12.3 Shareholders

12.3.1 Taxation of capital gains

Depending on their personal circumstances, individual Shareholders, or Shareholders who are not within the charge to United Kingdom corporation tax, who are resident in the United Kingdom for taxation purposes may be subject to capital gains tax in respect of any gain arising on a disposal of their Ordinary Shares. The current rate of capital gains tax is 10 per cent. for basic rate taxpayers and 20 per cent. for higher or additional rate taxpayers. No indexation allowance is available to such holders, but Shareholders may be entitled to an annual exemption from capital gains (for the tax year 2019/2020, this is £12,000).

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

Shareholders within the charge to UK corporation tax may be liable to UK corporation tax on chargeable gains on a disposal of the Ordinary Shares.

12.3.2 Taxation of dividends

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

The first £2,000 of the total of dividends received (or deemed to be received) by UK residents from all sources in each tax year is not subject to income tax (the dividend allowance). Above this level, the income rates applying to dividends will be 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 allowance count towards total taxable income and affect the rate of tax due on any dividends received exceeding it.

In the tax year 2019/2020, higher rate applies to taxable income above £37,500 and additional rate tax to taxable income above £150,000.

Shareholders within the charge to UK corporation tax are as a general rule exempt from UK corporation tax on them but specific anti-avoidance rules may apply so corporate Shareholders in any doubt as to their position are advised to consult their professional advisers in relation to the tax implications of dividends received.

A Shareholder resident outside the United Kingdom may be subject to foreign taxation on dividend income under local law. Shareholders who are not resident in the United Kingdom (for tax purposes) should obtain their own tax advice concerning tax liabilities on dividends received from the Company.

12.3.3 Stamp duty reserve tax and stamp duty

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

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

Any transfers on sale of Ordinary Shares in the Company effected by a written transfer document will generally be subject to UK stamp duty at the rate of 0.5 per cent. of the amount or value of the consideration given for the transfer (rounded up to the next £5). The purchaser normally pays the stamp duty.

12.4 ISAs

The Ordinary Shares should be eligible to be held in a stocks and shares ISA, Lifetime ISA or Junior ISA, subject to applicable annual subscription limits. They must, however, be bought for ISAs on the open market and not acquired in any placing under the Placing Programme.

The annual subscription limits are currently £20,000 for a stocks and shares ISA, £4,000 for a Lifetime ISA (but the amount of any contribution to a Lifetime ISA must be deducted from the £20,000) and £4,368 for the Junior ISA (tax year 2019/2020). These are subject to change.

Investments held in ISAs or Junior ISAs will be free of UK tax on both capital gains and income. The opportunity to invest in Ordinary Shares through an ISA is generally restricted to certain UK resident individuals aged 18 or over. Junior ISAs are available for UK resident children aged under 18. Individuals wishing to invest in Ordinary Shares through an ISA should contact their professional advisers regarding their eligibility as should individuals wishing to invest through a Junior ISA for children under 18 years old.

12.5 Self-Invested Personal Pensions (SIPPs)

The Ordinary Shares in the Company should constitute permitted investments for SIPPs.

12.6 *International tax reporting (including United States FATCA and the international common reporting standard)*

In order to comply with the legislation implementing the United Kingdom's obligations under various intergovernmental agreements relating to the automatic exchange of information to improve international tax compliance (including the United States provisions commonly known as FATCA and the international common reporting standard), the Company will collect and report information about Shareholders for this purpose, including information to verify their identity and the tax status.

When requested to do so by the Company, Shareholders must provide information to be passed on to HM Revenue & Customs, and, by them, to any relevant overseas tax authorities.

For the purposes of the various international reporting regimes regulations the Company is a United Kingdom Financial Institution (and it is registered for United States FATCA purposes with Global Intermediary Identification Number QH4BH.99999.SL.826).

12.7 *Litigation*

There have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issue is aware) during the 12 months immediately preceding the date of this Prospectus which may have, or have had, in the recent past significant effects on the Company or the Company's financial position or profitability.

12.8 *No significant change*

There has been no significant change in the financial position of the Company since 31 March 2019, being the date to which the latest unaudited interim financial information of the Company was published other than the issue of 9,285,000 Ordinary Shares, which have been issued between 1 April 2019 and the close of business on 5 August 2019 (being the Latest Practicable Date) and which have increased the net assets of the Company by £81.9 million.

13. Third party information and consents

Winterflood Securities Limited, as sponsor and corporate broker, has given and not withdrawn its written consent to the inclusion in this Prospectus of references to its name in the form and context in which it appears.

Certain information contained in this Prospectus has been sourced from third parties. Such information has been accurately reproduced and, as far as the Company is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the information reproduced inaccurate or misleading.

14. Auditor

The auditor of the Company for the financial year ended 30 September 2018 was PricewaterhouseCoopers LLP of 7 More London, Riverside, London SE1 2RT.

15. Working Capital

In the Company's opinion, the Company has sufficient working capital for its present requirements, that is for at least 12 months following the date of this Prospectus.

16. Capitalisation and indebtedness

The following table shows, sourced from the Company's internal accounting records, the Company's unaudited indebtedness (distinguishing between guaranteed and unguaranteed, secured and unsecured indebtedness) as at the close of business on 5 August 2019 (being the Latest Practicable Date) and the Company's unaudited capitalisation as at 31 March 2019 (being the date of the last published financial information of the Company, prior to the publication of this Prospectus).

	<i>5 August 2019 £'000</i>
<i>Total current debt</i>	
● Guaranteed	0
● Secured	36,700
● Unguaranteed/unsecured	0
Total current debt	36,700
<i>Non-current debt (excluding current portion of long-term debt)</i>	
● Guaranteed	0
● Secured	0
● Unguaranteed/unsecured	0
Total non-current debt	0
	<i>31 March 2019 £'000</i>
<i>Shareholders' equity</i>	
● Share capital	47,032
● Legal reserve	0
● Other reserves*	1,473,486
Total Shareholders' equity*	1,520,518

* Excludes the Company's revenue reserve.

As at close of business on 5 August 2019 (being the Latest Practicable Date), there has been no material change in the capitalisation of the Company, since 31 March 2019 (being the last date in respect of which the Company has published financial information), other than the issuance of 9,285,000 new Ordinary Shares in the period running from 1 April 2019 to 5 August 2019 (being the Latest Practicable Date), raising net proceeds of £81.9 million, in aggregate.

The following table shows, sourced from its internal accounting records, the Company's unaudited net indebtedness as at the close of business on 5 August 2019 (being the Latest Practicable Date). There is no secured or guaranteed indebtedness.

	<i>5 August 2019 £'000</i>
Cash	17,550
Cash equivalent	0
Trading Securities	0
Liquidity	17,550
Current financial receivables	0
Current bank debt	36,700
Current position of non-current debt	0
Other current financial debt	0
Current financial debt	36,700
Net current financial indebtedness	19,150
Non-current bank loans	0
Bonds issued	0
Other non-current loans	0
Non-current financial indebtedness	0
Net financial indebtedness	0
There are no indirect or contingent liabilities.	0

17. Overseas investors

If you receive a copy of the Prospectus in any territory other than the United Kingdom you may not treat it as constituting an invitation or offer to you. It is your responsibility, if you are outside the United Kingdom and wishing to make an application for Ordinary Shares, to satisfy yourself that you have fully observed the laws of any relevant territory or jurisdiction in connection with your application, including obtaining any requisite governmental or other consents, observing any other formalities requiring to be observed in such territory and paying any issue, transfer or other taxes required to be paid in such territory. The Company reserves the right, in its absolute discretion, to reject any application received from outside the United Kingdom.

Without limiting the above, the New Ordinary Shares may not be offered, sold or delivered, directly or indirectly, within Canada, Australia, the Republic of South Africa, Japan or in the United States except in reliance on, or in a transaction not subject to, the registration requirements under the Securities Act or other relevant legislation. If you subscribe for New Ordinary Shares you will, unless the Company agrees otherwise in writing, be deemed to represent and warrant to the Company and its agents that you are not in Canada, Australia, the Republic of South Africa, Japan or the United States. No application will be accepted if it bears an address in Canada, Australia, the Republic of South Africa, Japan or the United States or appears to have been posted from Canada, Australia, the Republic of South Africa, Japan or the United States or otherwise where there is cause to believe you are in Canada, Australia, the Republic of South Africa, Japan or the United States.

18. Fair Treatment of Investors

The AIFM has established procedures, arrangements and policies to ensure compliance with the principles more particularly described in the AIFM Rules relating to the fair treatment of investors. The principles of treating investors fairly include, but are not limited to:

- acting in the best interests of the Company and of the Shareholders;
- ensuring that the investment decisions taken for the account of the Company are executed in accordance with the Company's investment policy and objective and risk profile;
- ensuring that the interests of any group of Shareholders are not placed above the interests of any other group of Shareholders;
- ensuring that fair, correct and transparent pricing models and valuation systems are used for the Company;
- preventing undue costs being charged to the Company and Shareholders;
- taking all reasonable steps to avoid conflicts of interests and, when they cannot be avoided, identifying, managing, monitoring and, where applicable, disclosing those conflicts of interest to prevent them from adversely affecting the interests of Shareholders; and
- recognising and dealing with complaints fairly.

The AIFM maintains and operates organisational, procedural and administrative arrangements and implements policies and procedures designed to manage actual and potential conflicts of interest. In addition, as its Ordinary Shares are admitted to the Official List, the Company is required to comply with, among other things, the FCA's Listing Rules and Disclosure Guidance and Transparency Rules and the Takeover Code, all of which operate to ensure the fair treatment of investors.

19. Availability of Prospectus

A copy of this Prospectus will be available for inspection at The National Storage Mechanism which is located at www.morningstar.co.uk/uk/nsm, and for as long as New Ordinary Shares are available for issue under this Prospectus, copies of this Prospectus are available for collection, free of charge from the offices of Frostrow Capital LLP, 25 Southampton Buildings, London, WC2A 1AL. The Prospectus will also be available on the Company's website – www.finsburygt.com.*

* Please note that the information on the website does not form part of the Prospectus when that information is incorporated by reference into the Prospectus.

PART 8: TERMS AND CONDITIONS OF APPLICATION UNDER THE PLACING PROGRAMME

1. Introduction

Each Placee which confirms its agreement to the Company or its agent to subscribe for New Ordinary Shares under any placing under the Placing Programme will be bound by these terms and conditions and will be deemed to have accepted them.

The Company and/or its agent may require any Placee to agree to such further terms and/or conditions and/or give such additional warranties and/or representations as it/they (in its/their absolute discretion) sees fit and/or may require any such Placee to execute a separate placing letter or contract note.

References in these terms and conditions to the Ordinary Shares should be construed as references to the New Ordinary Shares where the context requires.

2. Agreement to Subscribe for Ordinary Shares

Conditional on (i) the Company or its agent confirming to the Placees their allocation of Ordinary Shares; (ii) Shareholder authority for the disapplication of pre-emption rights in respect of the relevant allotment being in place; (iii) the Placing Price being determined by the Directors in accordance with paragraph 6 of Part 4 of this Prospectus; and (iv) Admission occurring on not later than 8.00 a.m. on such date as may be agreed between the Company and its agent prior to the closing of each placing under the Placing Programme, a Placee agrees to become a member of the Company and agrees to subscribe for those Ordinary Shares allocated to it by the Company or its agent at the Placing Price. 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.

Any commitment to acquire New Ordinary Shares under a Placing agreed orally with the Company or its agent will constitute an irrevocable, legally binding commitment upon that person (who at that point will become a Placee) in favour of the Company and its agent, to subscribe for the number of New Ordinary Shares allocated to it on the terms and subject to the conditions set out in this Part 8.

3. Payment for Ordinary Shares

Each Placee must pay the Placing Price for the Ordinary Shares issued to the Placee in the manner and by the time directed by the Company or its agent. If any Placee fails to pay as so directed and/or by the time required, the relevant Placee's application for Ordinary Shares shall be rejected and the relevant Placee shall be deemed to have appointed the Company, the Company's agent or any of their nominees, as its agent to use its reasonable endeavours to sell (in one or more transactions) any or all of the Ordinary Shares in respect of which payment shall not have been made as directed, and to indemnify the Company, the Company's agent and their 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 shall not release the relevant Placee from the obligation to make such payment for relevant Ordinary Shares to the extent that the Company, the Company's agent or any of their nominees has failed to sell such Ordinary 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, exceeds the Placing Price.

4. Representations and Warranties

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

- (a) in agreeing to subscribe for Ordinary Shares under any placing under the Placing Programme, it is relying solely on this Prospectus and any supplementary prospectus issued by the Company and

not on any other information given, or representation or statement made at any time, by any person concerning the Company, the Ordinary Shares and/or the Placing Programme, including without limitation, the Key Information Document. It agrees that none of the Company, the Portfolio Manager, the AIFM or Winterflood, nor any of their respective officers, agents, employees, will have any liability for any other information or representation. It irrevocably and unconditionally waives any rights it may have in respect of any other information or representation;

- (b) if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for Ordinary Shares under any placing under the Placing Programme, it warrants that it has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any territory and that it has not taken any action or omitted to take any action which will result in the Company, the Portfolio Manager, the AIFM, Winterflood or any of their respective officers, agents or employees acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with any placing under the Placing Programme;
- (c) it has carefully read and understands this Prospectus and the Key Information Document each in its entirety and acknowledges that it shall be deemed to have notice of all information and representations contained in this Prospectus and the Key Information Document and it is acquiring Ordinary Shares on the terms and subject to the conditions set out in this Part 8 and the Articles as in force at the date of the placing of the relevant Ordinary Shares;
- (d) it has not relied on Winterflood or any person affiliated with Winterflood in connection with any investigation of the accuracy of any information contained in this Prospectus or any supplementary prospectus;
- (e) the content of this Prospectus and any supplementary prospectus published by the Company, is exclusively the responsibility of the Company and its Directors and neither Winterflood nor any other agent of the Company nor any person acting on its behalf nor any of its affiliates are responsible for or shall have any liability for any information, representation or statement contained in this Prospectus or any supplementary prospectus published by the Company, or any information published by or on behalf of the Company and will not be liable for any decision by a Placee to participate in a placing under the Placing Programme based on any information, representation or statement contained in this Prospectus or any supplementary prospectus published by the Company, or otherwise;
- (f) it acknowledges that no person is authorised in connection with any placing under the Placing Programme to give any information or make any representation other than as contained in this Prospectus and in any supplementary prospectus issued by the Company prior to the date of the placing of the relevant Ordinary Shares and, if given or made any information or representation must not be relied upon as having been authorised by Winterflood, the Company, the AIFM, the Portfolio Manager or any other agent of the Company;
- (g) 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;
- (h) it accepts that none of the Ordinary Shares have been or will be registered under the laws of the United States, Canada, Australia, the Republic of South Africa or Japan. Accordingly, the Ordinary Shares may not be offered, sold, issued or delivered, directly or indirectly, within any of United States, Canada, Australia, the Republic of South Africa or Japan unless an exemption from any registration requirement is available;
- (i) if it is within the United Kingdom, it is a person who falls within Articles 49(2)(a) to (d) or 19(5) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 or is a person to whom the Ordinary Shares may otherwise lawfully be offered under such Order, or, if it is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, that it is a person to whom the Ordinary Shares may be lawfully offered under that other jurisdiction's laws and regulations;
- (j) if it is resident in the EEA (other than in the United Kingdom), (a) it is a qualified investor within the meaning of Article 2(e) of the Prospectus Regulation and (b) if that relevant Member State

- has implemented the AIFM Directive, that it is a person to whom the Ordinary Shares may lawfully be marketed under the AIFM Directive or under the applicable implementing legislation (if any) of that relevant Member State;
- (k) if it is acting as a “distributor” (for the purposes of the MiFID II Product Governance Requirements):
 - (i) it acknowledges that the Target Market Assessment undertaken by the AIFM and Winterflood does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Ordinary Shares, and each distributor is responsible for undertaking its own target market assessment in respect of the Ordinary Shares and determining appropriate distribution channels;
 - (ii) notwithstanding any Target Market Assessment undertaken by the AIFM and Winterflood, it confirms that it has satisfied itself as to the appropriate knowledge, experience, financial situation, risk tolerance and objectives and needs of the investors to whom it plans to distribute the Ordinary Shares and that it has considered the compatibility of the risk/reward profile of such Ordinary Shares with the end target market; and
 - (iii) it acknowledges that the price of the Ordinary Shares may decline and investors could lose all or part of their investment; the Ordinary Shares offer no guaranteed income and no capital protection; and an investment in the Ordinary 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;
 - (l) in the case of any Ordinary Shares acquired by an investor as a financial intermediary as that term is used in Article 5(2) of the Prospectus Regulation (i) the Ordinary Shares acquired by it in any placing under the Placing Programme 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 Regulation, or in circumstances in which the prior consent of Winterflood or the Company has been given to the offer or resale; (ii) where Ordinary 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 to it is not treated under the Prospectus Regulation as having been made to such persons;
 - (m) if it is outside the United Kingdom, neither this Prospectus nor any other offering, marketing or other material in connection with any placing under the Placing Programme constitutes an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for Ordinary Shares pursuant to any placing under the Placing Programme unless, in the relevant territory, such offer, invitation or other course of conduct could lawfully be made to it or such person and such documents or materials could lawfully be provided to it or such person and Ordinary Shares could lawfully be distributed to and subscribed and held by it or such person without compliance with any unfulfilled approval, registration or other regulatory or legal requirements;
 - (n) it does not have a registered address in, and is not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the Ordinary Shares and it is not acting on a non-discretionary basis for any such person;
 - (o) if the investor is a natural person, such investor is not under the age of majority (18 years of age in the United Kingdom) on the date of such investor’s agreement to subscribe for Ordinary Shares under any placing under the Placing Programme and will not be any such person on the date any such agreement to subscribe under such placing under the Placing Programme is accepted;
 - (p) it has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this Prospectus or any other offering materials concerning, the Placing Programme or the Ordinary Shares to any persons within the United States or to any U.S. Persons, nor will it do any of the foregoing;
 - (q) it represents, acknowledges and agrees to the representations, warranties and agreements as set out under the heading “United States Purchase Transfer Restrictions” in paragraph 5, below;

- (r) it acknowledges that neither Winterflood nor any other agent nor any of its affiliates nor any person acting on its behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with any placing under the Placing Programme or providing any advice in relation to any placing under the Placing Programme and participation in the Placing Programme is on the basis that it is not and will not be a client of Winterflood or any other agent of the Company and that Winterflood or such agent does not have any duties or responsibilities to it for providing the protections afforded to their clients or for providing advice in relation to any placing under the Placing Programme nor in respect of any representations, warranties, undertaking or indemnities otherwise required to be given by it in connection with its application under any placing under the Placing Programme;
- (s) it acknowledges that where it is subscribing for Ordinary 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 for each such account; (ii) to make on each such account's behalf the representations, warranties and agreements set out in this Prospectus (including these terms and conditions of application under the Placing Programme); and (iii) to receive on behalf of each such account any documentation relating to any placing under the Placing Programme in the form provided by the Company and/or its agent. It agrees that the provision of this paragraph shall survive any resale of the Ordinary Shares by or on behalf of any such account;
- (t) it irrevocably appoints any director of the Company and any director of Winterflood to be its agent and on its behalf (without any obligation or duty to do so), to sign, execute and deliver any documents and do all acts, matters and things as may be necessary for, or incidental to, its subscription for all or any of the Ordinary Shares for which it has given a commitment under the Placing Programme, in the event of its own failure to do so;
- (u) it accepts that if any placing under the Placing Programme does not proceed or the conditions to the Placing Programme Agreement are not satisfied or the Ordinary Shares for which valid applications are received and accepted are not admitted to listing on the premium segment of the Official List and to trading on the main market of the London Stock Exchange for any reason whatsoever then none of Winterflood or the Company, nor persons controlling, controlled by or under common control with any of them nor any of their respective employees, agents, officers, members, stockholders, partners or representatives, shall have any liability whatsoever to it or any other person;
- (v) in connection with its participation in any 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 Regulations 2017 in force in the United Kingdom; or (ii) subject to the Money Laundering Directive (2014/849/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 Money Laundering Regulations 2017, the Proceeds of Crime Act 2002 and the Terrorism Act 2000, in each case, as amended; 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;
- (w) it acknowledges that due to anti-money laundering requirements, the Company or its agent may require proof of identity and verification of the source of the payment before the application can be processed and that, in the event of delay or failure by the applicant to produce any information required for verification purposes, the Company or its agent may refuse to accept the application and the subscription moneys relating thereto. It holds harmless and will indemnify the Company or its agent against any liability, loss or cost ensuing due to the failure to process such application, if such information as has been required has not been provided by it;
- (x) it acknowledges that any person in the UK involved in the business of the Company who has a suspicion or belief that any other person (including the Company or any person subscribing for Ordinary Shares) is involved in money laundering activities, is under an obligation to report such suspicion to its nominated officer, as required under the Proceeds of Crime Act 2002, as amended;

- (y) it acknowledges that it has been informed that its personal data provided and/or collected in connection with its holding of Ordinary Shares will be processed by the Company as data controller (the “**Data Controller**”) and processed by the Registrar and/or the AIFM, as data processors (the “**Entities**”) in accordance with data protection law applicable in the United Kingdom (including, but not limited to the EU Regulation 2016/679 dated 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the General Data Protection Regulation - the “**GDPR**”).
- (z) the personal data processed are identification data including the name, address, and invested amount of the Shareholders qualifying as natural persons as well as the name and address of their representative(s) and/or authorised signatories and/or ultimate beneficial owners (“**Personal Data**”).
- (aa) Personal Data will be processed for the purposes of carrying out the services provided by the Entities (such as shareholder servicing and account management including processing subscription orders and shareholder communications) as well as to comply with legal or regulatory obligations including but not limited to legal or regulatory obligations under applicable fund and company law (such as maintain registers of shareholders and recording orders), anti-money laundering law and counterterrorist financing law (such as carrying out customer due diligence, sanctions screening) and tax law (such as reporting under the United States provisions commonly referred to as FATCA, similar laws and regulations in the United Kingdom or at OECD or EU level), for purposes of litigation or other disputes. If the Shareholders give appropriate prior consent, Personal Data may also be processed by the Company or the Registrar for marketing purposes such as market research and marketing products of other investment funds managed or administered by the AIFM or the Registrar and their affiliates.
- (bb) Personal Data shall only be processed for the purposes set out in the Company’s privacy notice (the “**Purposes**”) which is available for consultation on the Company’s website at <https://www.finsburygt.com/privacy-policy> (the “**Privacy Notice**”) which include to:
 - (i) process its personal data to the extent and in such manner as is necessary for the performance of its legal obligations including, without limitation, under its respective service contracts, including as required by or in connection with its holding of Ordinary Shares, including processing personal data in connection with credit and anti-money laundering checks on it;
 - (ii) communicate with it as necessary in connection with its affairs and generally in connection with its holding of Ordinary Shares;
 - (iii) comply with the legal and regulatory obligations of the Company and/or the Registrar; and
 - (iv) process its personal data for internal administration;
- (cc) as a matter of general practice, and in order to prevent or facilitate the settlement of any disputes or litigation, telephone conversations and instructions of the Shareholders may be recorded as proof of a transaction or related communication. These recordings are stored during the period of time necessary for the achievement of these purposes and will be deleted after six (6) months except in the case of disputes or litigations. Such recordings will be processed in accordance with data protection law applicable in England and shall not be released to third parties except in cases where the Company, the AIFM or the Registrar are compelled or entitled by law or regulation to do so.
- (dd) Personal Data shall only be disclosed to the following authorised third parties where necessary for the performance of the contractual relationship with such third parties or if the Data Controller is compelled or entitled by law to do so: regulatory bodies, government or tax agencies, courts, stock exchanges, auditors, legal and financial advisers, agents, management companies or any lender to the Company or entities in which the Company intends to invest. This may include the transfer of Personal Data outside the European Economic Area (“**EEA**”) to countries or territories which do not have the same level of protection for ‘personal data’. Further details on these transfers are below.
- (ee) Further details with respect to the companies to which Personal Data might be disclosed as well as the related processes/treatments involving such data can be found in the Company’s Privacy Notice. Shareholders may request access to, rectification of or deletion of any data provided to any of the parties above or stored by any of the parties above in accordance with applicable data protection legislation.

- (ff) The Company, AIFM or Registrar (as the case may be) will report any relevant information in relation to the Shareholder's holding in the Company to the United Kingdom tax authorities in accordance with the UK provisions for the automatic exchange of information which will exchange this information on an automatic basis with the competent authorities in the United States or other permitted jurisdictions as agreed in relation to the United States provisions commonly referred to as FATCA and the similar OECD and EU provisions. The legal basis for sharing personal data in this way under the GDPR is our legitimate interest for compliance with our legal obligations.
- (gg) Failure by the Shareholders to provide relevant Personal Data requested by the Company, AIFM and/or Registrar in the course of their relationship with the Company may prevent the Shareholders from maintaining their holdings in the Company and/or exercising their rights in relation thereto and may be reported by the Company, the AIFM and/or the Registrar to the relevant United Kingdom authorities.
- (hh) Shareholders are informed that they have the following rights:
 - (i) the right to obtain information regarding the processing of their Personal Data and access to the Personal Data which the Data Controller holds about them;
 - (ii) the right to withdraw their consent to the processing of their Personal Data at any time, when the processing is based on prior consent;
 - (iii) in some circumstances, the right to receive some Personal Data in a structured, commonly used and machine-readable format and/or request that the Company transmits those data to a third party where this is technically feasible (portability);
 - (iv) the right to request that the Data Controller should rectify their Personal Data if it is inaccurate or incomplete;
 - (v) the right to request that the Data Controller should erase their Personal Data in certain circumstances. Please note that there may be circumstances where the Data Controller is legally entitled to retain Personal Data notwithstanding the request to erase the Personal Data, for example due to regulatory obligations the Data Controller is required to comply with;
 - (vi) the right to object to, or request that the Data Controller should restrict, the processing of their Personal Data in certain circumstances. Again, there may be circumstances where the Data Controller is legally entitled to refuse that request; and
 - (vii) the right to lodge a complaint with the relevant data protection regulator if the Shareholders think that any of their rights have been infringed. In the United Kingdom, the Information Commissioner's Office (ICO) may be contacted on its website: <https://ico.org.uk>
- (ii) The Data Controller will keep the Shareholders' Personal Data only for the length of time necessary to achieve the purposes for which they were collected and subject to minimum retention periods required by applicable law. This means that the Shareholders' Personal Data will be kept for the duration of the Company, plus a period of five (5) years.
- (jj) By subscribing for Ordinary Shares, Shareholders acknowledge and understand the aforementioned processing of their Personal Data and, in particular, the disclosure of their Personal Data to, and the processing of their Personal Data by the various parties referred to above which may be located in countries outside of the European Union which may not offer a similar level of protection as the one deriving from United Kingdom data protection law. In particular, in the case of a transfer of Personal Data outside the EEA in a country that does not provide an adequate level of protection, such as the United States, the Data Controller will implement appropriate legal instruments such as entering into EU standard contractual clauses with the data importer, or will take other measures to provide an adequate level of data protection under the GDPR. Shareholders can obtain more details of the protection given to their Personal Data when it is transferred outside the EEA (including a copy of the standard data protection clauses which the Data Controller has entered into with recipients of the Personal Data and the list of the relevant third countries not ensuring the adequate level of protection) by contacting the Data Controller at the following email address: data.protection@frostrow.com.
- (kk) it acknowledges that by submitting personal data to the Registrar, (acting for and on behalf of the Company) where it is a natural person, that they have read and understood the terms of the Company's Privacy Notice;

- (ll) it acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where it is not a natural person it represents and warrants that:
 - (i) it has brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account it may act or whose personal data will be disclosed to the Company as a result of it agreeing to subscribe for Ordinary Shares; and
 - (ii) it has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company;
- (mm) it acknowledges that where it acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, it shall, in respect of the personal data it processes in relation to or arising in relation to a Placing:
 - (i) comply with all applicable data protection legislation;
 - (ii) 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;
 - (iii) if required, agree with the Company and the Registrar, the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and
 - (iv) it shall immediately on demand, fully indemnify each of the Company and the Registrar and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company and/or the Registrar in connection with any failure by it to comply with the provisions set out above;
- (nn) Winterflood and the Company are entitled to exercise any of their rights under the Placing Programme Agreement or any other right in their absolute discretion without any liability whatsoever to it;
- (oo) the representations, undertakings and warranties contained in this Prospectus including these terms and conditions of application under the Placing Programme are irrevocable. It acknowledges that the Company and its agents (including, without limitation, Winterflood), the Portfolio Manager, the AIFM and their respective affiliates will rely upon the truth and accuracy of the forgoing representations and warranties and it agrees that if any of the representation or warranties made or deemed to have been made by its subscription of the Ordinary Shares are no longer accurate, it shall promptly notify the Company and its agent;
- (pp) where it or any person acting on behalf of it is dealing with Winterflood or any other agent of the Company, any money held in an account with Winterflood or any other agent of the Company 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 Financial Conduct Authority which therefore will not require Winterflood or any other agent of the Company to segregate such money, as that money will be held by Winterflood or any other agent of the Company under a banking relationship and not as trustee;
- (qq) any of its clients, whether or not identified to Winterflood or any other agent of the Company, will remain its sole responsibility and will not become clients of Winterflood or any such agent for the purposes of the rules of the Financial Conduct Authority or for the purposes of any other statutory or regulatory provision;
- (rr) it accepts that the allocation of Ordinary Shares shall be determined by the Company's agent in its absolute discretion but in consultation with the Company and that the Company's agent may scale down any Placing commitments for this purpose on such basis as it may determine;
- (ss) time shall be of the essence as regards its obligations to settle payment for the Ordinary Shares and to comply with its other obligations under any placing under the Placing Programme;
- (tt) it is capable, or the underlying client(s) in the case of applications on behalf of professionally advised investors are capable themselves, of evaluating the merits and risks of an investment in the Company and have sufficient resources both to invest in potentially illiquid securities and to be able to bear any losses (which may equal the whole amount invested) that may result from the investment; and

- (uu) it authorises the Company and Winterflood or any other agent of the Company to deduct from the total amount subscribed under any placing under the Placing Programme, the aggregate fees and commissions (if any) calculated at the rate (agreed with the Company) payable on the number of Ordinary Shares allocated under the Placing Programme.

5. United States Purchase and Transfer Restrictions

By participating in any placing under the Placing Programme, each Placee acknowledges and agrees that it will (for itself and any person(s) procured by it to subscribe for Ordinary Shares and any nominee(s) for any such person(s)) be further deemed to represent and warrant to each of the Company, the AIFM, the Portfolio Manager, and any other agent of the Company that:

- (a) it is not a U.S. Person and it is not located within the United States and it is acquiring the Ordinary Shares in an offshore transaction meeting the requirements of Regulation S under the Securities Act and is not acquiring the Ordinary Shares for the account or benefit of a U.S. Person;
- (b) it acknowledges that the Ordinary Shares have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons absent registration or an exemption from registration under the Securities Act;
- (c) it acknowledges that the Company has not registered under the Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the Investment Company Act;
- (d) 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 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 Tax Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the Tax 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 1 of ERISA or Section 4975 of the Tax Code. In addition, if an investor is a governmental, church, non-U.S. or other employee benefit plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to the provisions of Title 1 of ERISA or Section 4975 of the Tax 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;
- (e) that if any Ordinary Shares offered and sold pursuant to Regulation S under the Securities Act are issued in certificated form, then such certificates evidencing ownership will contain a legend substantially to the following effect unless otherwise determined by the Company in accordance with applicable law:

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

- (f) if in the future the investor decides to offer, sell, transfer, assign or otherwise dispose of the Ordinary Shares, it will do so only in compliance with an exemption from the registration requirements of the Securities Act and under circumstances which will not require the Company to register under the 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;

- (g) it is purchasing the Ordinary Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the Ordinary Shares in any manner that would violate the Securities Act, the Investment Company Act or any other applicable securities laws;
- (h) it acknowledges that the Company reserves the right to make inquiries of any holder of the Ordinary Shares or interests therein at any time as to such person's status under 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 U.S. securities laws to transfer such Ordinary Shares or interests in accordance with the Articles;
- (i) it acknowledges and understands that the Company is required to comply with UK law and regulation implementing various intergovernmental agreements relating to the automatic exchange of information for international tax compliance ("**Exchange of Information Requirements**"). It agrees to furnish any information and documents, which the Company may from time to time request for the purpose of compliance with the Exchange of Information Requirements;
- (j) it further consents to allowing and authorising the Company to disclose and supply any information, forms or documentation to HMRC (who may, if required, in turn pass it on to the tax authorities of any other relevant jurisdiction) and, to the extent relevant it shall procure that the beneficial owner of the Ordinary Shares provides such consent and authorisation to the Company in respect of any such information forms or documents relating to it;
- (k) it is entitled to acquire the Ordinary 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 that it has not taken any action, or omitted to take any action, which may result in the Company, the AIFM, the Portfolio Manager, Winterflood or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with any placing under the Placing Programme or its acceptance of participation in any placing under the Placing Programme;
- (l) it has received, carefully read and understands this Prospectus, and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this Prospectus or any other presentation or offering materials concerning the Ordinary Shares to within the United States or to any U.S. Persons, nor will it do any of the foregoing; and
- (m) if it is acquiring any Ordinary Shares as a fiduciary or agent for one or more accounts, the investor has sole investment discretion with respect to each such account and full power and authority to make such foregoing representations, warranties, acknowledgements and agreements on behalf of each such account.

The Company, the AIFM, the Portfolio Manager, Winterflood and their respective directors, officers, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements.

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

6. Supply and Disclosure of Information

If Winterflood, the AIFM or the Company or any of their agents request any information about a Placee's agreement to subscribe for Ordinary Shares under any placing under the Placing Programme, such Placee must promptly disclose it to them.

7. Return of Application Moneys

If any application is not accepted in whole, or is accepted in part only (as a result of any scaling back of any part of an application), or if any contract created by acceptance does not become unconditional, the application moneys or, as the case may be, the balance of the amount paid on application will be returned as soon as reasonably practicable without interest by returning the applicant's cheque, or by crossed cheque in favour of the first-named applicant, by post at the risk of the person(s) entitled thereto. In the meantime, application moneys will be retained by the Company or its agents in a separate account.

8. Miscellaneous

The rights and remedies of Winterflood, the AIFM, the Company and any other agent of 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 the Placee is an individual, the Placee may be asked to disclose in writing or orally his nationality.

On application, if a Placee is a discretionary fund manager, that Placee may be asked to disclose in writing or orally the jurisdiction in which its funds are managed or owned. All documents provided in connection with any placing under the Placing Programme will be sent at the Placee's risk. They may be returned by post to such Placee at the address notified by such Placee.

Each Placee agrees to be bound by the Articles once the Ordinary Shares, which the Placee has agreed to subscribe for pursuant to any placing under the Placing Programme, have been acquired by the Placee. The contract to subscribe for Ordinary Shares under the Placing Programme 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 formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with the laws of England and Wales. For the exclusive benefit of Winterflood, the Company and the Manager, each Placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against the Placee in any other jurisdiction.

In the case of a joint agreement to subscribe for Ordinary Shares under any placing under the Placing Programme, 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.

Winterflood and the Company expressly reserve the right to modify any placing under the Placing Programme (including, without limitation, the timetable and settlement) at any time before allocations are determined. Any placing under the Placing Programme is subject to the satisfaction of the conditions contained in the Placing Programme Agreement and the Placing Agreement not having been terminated. Further details of the terms of the Placing Programme Agreement are contained in Part 4 of this Prospectus.

PART 9: DEFINITIONS

In this Prospectus, unless the context otherwise requires, the expressions as set out below shall bear the following meanings:

“ 2019 AGM ”	the AGM held on 27 February 2019;
“ July General Meeting ”	the General Meeting held on 29 July 2019;
“ Act ”	the Companies Act 2006, as amended;
“ Adjusted Market Capitalisation ”	means in respect of any period in which a particular fee calculation is to be made under the AIFM Agreement or the Portfolio Management Agreement (as applicable), the average of the mid prices for an Ordinary Share as derived from the Daily Official List of the London Stock Exchange adjusted by adding back the amount of any relevant dividend in the relevant period to all prices used in calculating the adjusted market capitalisation which are quoted “ex-dividend”;
“ Admission ”	admission of New Ordinary Shares to listing on the premium segment of the Official List of the FCA and to trading on the London Stock Exchange’s market for listed securities;
“ AGM ”	an annual general meeting of the Company;
“ AIC ”	the Association of Investment Companies
“ AIF ”	the meaning given in regulation 3 of the AIFM Regulations;
“ AIFM ” or “ Frostrow ”	Frostrow Capital LLP (a limited liability partnership incorporated in England and Wales under the LLP Act with registered number OC323835);
“ AIFM Agreement ”	the agreement between the Company and the AIFM, a summary of which is set out in paragraph 11.1 of Part 8 of this Prospectus;
“ AIFM Directive ”	the Alternative Investment Fund Managers Directive, 2011 61/EU;
“ AIFM Regulations ”	the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773);
“ AIFM Rules ”	the AIFM Directive and all applicable rules and regulations implementing the AIFM Directive in the UK, including without prejudice to the generality of the foregoing the AIFM Regulations and all relevant provisions of the FCA Handbook;
“ AIFMD Capital Requirement ”	the capital requirements set out in the AIFM Rules from time to time;
“ AIFMD Priority Return ”	an amount payable half yearly at the rate of 9 per cent. per annum of the balance of capital contributions made to the AIFM from time to time by the Company in order for the AIFM to satisfy the AIFMD Capital Requirement;
“ Alternative Investment Manager ”	the meaning given in regulation 4 of the AIFM Regulations;
“ Annual Report ”	has the meaning given to it in paragraph 2 of Part 6 of this Prospectus;

“Articles” or “Articles of Association”	the articles of association of the Company;
“Audit Committee”	the Company’s audit committee;
“Auditor”	PricewaterhouseCoopers LLP (a limited liability partnership incorporated in England and Wales under the LLP Act with registered number OC303525);
“Authorities”	authorities granted by Shareholders for the Directors to allot and issue shares on a non pre emptive basis at the 2019 AGM and July General Meeting;
“Board” or “Directors”	the directors of the Company whose names are set out in paragraph 7 of Part 5 of this Prospectus;
“Business Days”	any day on which banks are open for business in Edinburgh and London (excluding Saturdays and Sundays);
“Chairman”	the chairman of the Board as elected from time to time;
“Company”	Finsbury Growth & Income Trust PLC;
“CREST”	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with the Regulations;
“cum income NAV”	the NAV calculated on the total value of underlying assets, including accumulated or accrued income, less any liabilities;
“Custodians”	The Bank of New York Mellon SA/NV and The Bank of New York Mellon;
“Dealing Day”	a day on which the London Stock Exchange is open for business;
“Depositary”	The Bank of New York Mellon (International) Limited (a company incorporated in England and Wales with registered number 03236121);
“Depositary Agreement”	the agreement between the Company, Frostrow and the Depositary, a summary of which is set out in paragraph 11.3 of Part 7 of this Prospectus;
“Disclosure Guidance and Transparency Rules”	the Disclosure Guidance and Transparency Rules made by the FCA under section 73A of FSMA;
“EEA ”	the European Economic Area;
“ERISA ”	the United States Employee Retirement Income Security Act of 1974, as amended;
“EU”	the European Union;
“Euroclear”	Euroclear UK & Ireland Limited (a company incorporated in England and Wales with registered number 02878738, being the operator of CREST);
“ex income NAV”	the NAV calculated on the total value of underlying assets, excluding accumulated or accrued income, less any liabilities;

“Facility Agreement”	the senior secured multicurrency revolving facility agreement between the Company and Scotiabank Europe PLC (as original lender and separately as security agent) dated 4 October 2016, originally dated 2009, as amended from time to time;
“FCA”	the Financial Conduct Authority and any successor thereto;
“FCA Handbook”	the FCA Handbook, as amended;
“FRS 102”	the Financial Reporting Standard applicable in the UK and Republic of Ireland;
“FRS 104”	the Financial Reporting Standard on Interim Financial Reporting;
“FSMA”	Financial Services and Markets Act 2000, as amended;
“FTSE 100”	the share index of the 100 companies listed on the London Stock Exchange with the highest market capitalisation;
“FTSE 350”	the share index of the 350 companies listed on the London Stock Exchange with the highest market capitalisation;
“FTSE All-Share Index”	an index which shows the performance of the UK and European markets;
“GDPR”	the General Data Protection Regulation 2016/679;
“General Meeting”	a general meeting of the Company;
“HMRC”	Her Majesty’s Revenue and Customs;
“Interim Report”	has the meaning given to it in paragraph 2 of Part 7 of this Prospectus;
“Investment Company Act”	the United States Investment Company Act of 1940, as amended;
“ISA”, “Lifetime ISA” and “Junior ISA”	investment plans and child plan respectively for the purposes of Chapter 3 of Part 6 of the Income Tax (Trading and Other Income) Act 2005 and which qualify for exemption from tax on income and gains under the Individual Savings Account Regulations 1998 (SI 1998/1870), as amended;
“Key Information Document” or “KID”	the key information document dated 6 April 2018 relating to the Company produced pursuant to the PRIIPs Regulation, as amended;
“Latest Practicable Date”	being the latest practicable date before the publication of the Prospectus;
“LIBOR”	the meaning given in the Facility Agreement;
“Limited Liability Partnership Deed”	the limited liability partnership deed relating to the AIFM between the Company and a number of other parties, a summary of which is set out in paragraph 11.4 of Part 7 of this Prospectus;
“Listing Rules”	the listing rules made by the FCA under section 73A of FSMA;
“LLP Act”	Limited Liability Partnerships Act;

“London Stock Exchange”	London Stock Exchange plc (a company registered in England and Wales with registered number 2075721);
“MAR”	the Market Abuse Regulation (Regulation 596/2014);
“MIFID II”	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (“ MiFID ”) and Regulation (EU) No 600/2014 of the European Parliament and the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (“ MiFIR ” and together with MiFID “ MiFID II ”);
“MiFID II Product Governance Requirements”	has the meaning given to it in paragraph 2 of Part 2 of this Prospectus;
“Net Asset Value” or “NAV”	in relation to an Ordinary Share, its net asset value and in relation to the Company, the aggregate net asset value of the Ordinary Shares, calculated in accordance with the Company’s normal reporting policies from time to time;
“New Ordinary Shares”	the new Ordinary Shares to be issued pursuant to the Placing Programme;
“OECD”	the Organisation for Economic Co-operation and Development;
“Official List”	the Official List maintained by the UK Listing Authority pursuant to Part VI of FSMA;
“Ordinary Shares”	ordinary shares of 25p each in the capital of the Company;
“Panel”	the UK Panel on Takeovers and Mergers;
“Personal Data”	identification data including the name, address and invested amount of the Shareholders qualifying as natural persons as well as the name, postal address and email address of their representative(s) and/or authorised signatories and/or ultimate beneficial owners;
“Placee”	an investor with whom New Ordinary Shares are placed by an agent of the Company, pursuant to the Placing Programme;
“Placing”	a placing of New Ordinary Shares made pursuant to the Placing Programme;
“Placing Price”	the price at which the New Ordinary Shares will be issued to Placees, being such price, not less than the higher of the prevailing estimated cum or ex income NAV per Ordinary Share, as shall be determined by the Directors in accordance with paragraph 6 of Part 5 of this Prospectus;
“Placing Programme”	the proposed programme of placings of up to 60,000,000 New Ordinary Shares in aggregate, as described in this Prospectus;
“Placing Programme Agreement”	the conditional placing agreement between the Company, the AIFM, the Portfolio Manager and Winterflood, details of which are set out in paragraph 11.5 of Part 7 of this Prospectus;
“Portfolio”	the portfolio of investments of the Company;

“Portfolio Management Agreement”	the portfolio management agreement between the Company, the AIFM and the Portfolio Manager, a summary of which is set out in paragraph 11.2 of Part 7 of this Prospectus;
“Portfolio Manager” or “Lindsell Train”	Lindsell Train Limited (a company incorporated in England and Wales under the Act with registered number 03941727);
“PRIIPs Regulation”	Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) and its implementing and delegated acts;
“Privacy Notice”	the privacy notice which sets out the purposes for which the Company may process Personal Data and which can be found at https://www.finsburygt.com/privacy-policy ;
“Prospectus”	this Prospectus;
“Prospectus Regulation”	Regulation (EU) 2017/1129 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC;
“Prospectus Regulation Rules”	the Prospectus Regulation Rules made by the UK Listing Authority under section 73A of FSMA;
“Purposes”	the purposes for which the Company may process Personal Data and which can be found at https://www.finsburygt.com/privacy-policy ;
“Recognised Investment Exchange”	an investment exchange in relation to which a recognition order of the FCA is in force;
“Registrar”	Link Asset Services Limited;
“Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001/3755);
“RIS”	a regulatory news service operated by the London Stock Exchange, being a regulatory information service that is on the list of regulatory information services maintained by the FCA;
“Securities Act”	the United States Securities Act of 1933, as amended;
“Senior Independent Director”	the senior independent director of the Company as elected from time to time;
“Shareholders”	the holders of the Ordinary Shares;
“Special Resolution”	a resolution passed by not less than 75 per cent. majority in accordance with the Act;
“SORP”	the Statement of Recommended Practice for Financial Statements of Investment Trust Companies issued by the Association of Investment Trust Companies as amended from time to time;
“Takeover Code”	the City Code on Takeovers and Mergers, as amended from time to time;
“Target Market Assessment”	has the meaning given to it in paragraph 2 of Part 2 of this Prospectus;

“Tax Code”	the United States Internal Revenue Code of 1986, as amended;
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland;
“United States” or “U.S.”	the United States of America its possessions or territories, any state of the United States of America and the District of Columbia or any area subject to its jurisdiction or any political subdivision thereof;
“U.S. Person”	a U.S. person as defined by Regulation S of the Securities Act;
“VAT”	value added tax; and
“Winterflood”	Winterflood Securities Limited

In this Prospectus, unless otherwise specified, all references to sterling, pounds or £ are to United Kingdom pounds sterling and all references to “p” are to United Kingdom pence sterling.

In this Prospectus there are references to various pieces of European Union legislation, for instance the AIFM Directive. While the UK remains a member of the EU or becomes subject to a transitional and implementation period (“**TIP**”) following the exit day when the UK leaves the EU, during which EU law continues to apply to the UK as if it were still a member of the EU, references to EU legislation should be construed as references to that legislation as enacted by the EU. Should the UK leave the EU without becoming subject to a TIP or on the TIP coming to an end, references to EU legislation should be construed as references to that legislation as transposed into UK law by the European Union (Withdrawal) Act 2018 (“**EUWA**”) and as further amended by secondary legislation made under EUWA.

DIRECTORS, AIFM, PORTFOLIO MANAGER, DEPOSITARY AND ADVISERS

Directors	<p>Anthony Townsend (<i>Chairman</i>) Neil Collins Kate Cornish-Bowden Simon Hayes David Hunt, FCA (<i>Chairman of the Audit Committee and Senior Independent Director</i>) Lorna Tilbian</p> <p>All of 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ</p>
Registered Office of the Company	<p>50 Lothian Road Festival Square Edinburgh EH3 9WJ</p>
Website of the Company	<p>www.finsburygt.com*</p>
AIFM	<p>Frostrow Capital LLP 25 Southampton Buildings London WC2A 1AL Telephone: +44(0)20 3008 4910 E-Mail: info@frostrow.com Website: www.frostrow.com* Authorised and Regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000</p>
Portfolio Manager	<p>Lindsell Train Limited 5th Floor 66 Buckingham Gate London SW1E 6AU Telephone: +44(0)20 7808 1225 Website: www.lindselltrain.com* Authorised and Regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000</p>
Depositary	<p>The Bank of New York Mellon (International) One Canada Square London E14 5AL England Telephone: +44(0)20 7570 1784 Website: www.bnymellon.com* Authorised and Regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000</p>

Sponsor and Corporate Stockbroker	<p>Winterflood Securities Limited The Atrium Building Cannon Bridge House 25 Dowgate Hill London EC4R 2GA Authorised and Regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000</p>
Legal Advisers to the Company	<p>Eversheds Sutherland (International) LLP One Wood Street London EC2V 7WS</p>
Legal Advisers to Sponsor and Corporate Broker	<p>Gowling WLG 4 More London Riverside London SE1 2AU</p>
Auditor	<p>PricewaterhouseCoopers LLP 7 More London Riverside London SE1 2RT</p>
Registrars	<p>Link Asset Services Limited The Registry 34 Beckenham Road Beckenham Kent BR3 4TU Telephone (in UK): 0871 664 0300 Telephone (from overseas): +44 (0) 20 8639 3399 Facsimile: +44 (0) 1484 600911 E-mail: ssd@capitaregistrars.com Website: www.capitaregistrars.com*</p>

* Please note that the information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

