

# **PROSPECTUS**

**in respect of**

**Legal & General Unit Trust Managers III**

**an umbrella authorised unit trust scheme comprising the following funds**

**Legal & General Multi Asset Core 20 Fund**

**Legal & General Multi Asset Core 45 Fund**

**Legal & General Multi Asset Core 75 Fund**

**Legal & General Future World Sustainable Global Equity Focus Fund**

**Valid as at 8 April 2022**



## DIRECTORY

### **Manager**

#### ***Head Office and Registered Office***

Legal & General (Unit Trust Managers) Limited  
One Coleman Street  
London EC2R 5AA

### **Trustee and Depositary**

#### ***Registered Office and Principal Place of Business***

Northern Trust Investor Services Limited  
50 Bank Street  
London E14 5NT

### **Investment Manager**

#### ***Head Office and Registered Office***

Legal & General Investment Management Limited  
One Coleman Street  
London EC2R 5AA

### **Registrar**

Legal & General (Unit Trust Managers) Limited  
Customer Services Centre  
Brunel House  
2 Fitzalan Road  
Cardiff CF24 0EB

(the register of Unitholders can be inspected at this address)

### **Auditor**

KPMG LLP  
15 Canada Square  
London  
E14 5GL

## IMPORTANT NOTICE

### THIS DOCUMENT IS IMPORTANT

If you are in any doubt as to the meaning of any information contained in this document, you should consult the Manager or your financial adviser.

No person has been authorised by the Manager to give any information or to make any representations in connection with the offering of Units other than those contained in this prospectus (the “**Prospectus**”) and, if given or made, such information or representations must not be relied upon as having been made by the Manager. The delivery of this Prospectus (whether or not accompanied by any reports) or the issue of Units shall not, under any circumstances, create any implication that the affairs of the Trust have not changed since the date hereof.

The distribution of this Prospectus and the offering of Units in certain jurisdictions may be restricted. Persons into whose possession this Prospectus comes are required by the Manager to inform themselves about and to observe any such restrictions. This Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The Units of each Fund have not been and will not be registered in the United States of America under any applicable legislation. They may not be offered or sold in the United States of America, any state of the United States of America or in its territories and possessions or offered or sold to U.S. Persons. Each of the Funds and the Manager have not been and will not be registered in the United States of America under any applicable legislation.

Potential investors should not treat the contents of this Prospectus as advice relating to legal, taxation, investment or any other matters and are recommended to consult their own professional advisers concerning the acquisition, holding or disposal of Units.

The provisions of the Trust Deed are binding on each of the Unitholders and a copy of the Trust Deed is available on request from Legal & General (Unit Trust Managers) Limited.

This Prospectus has been issued for the purpose of section 21 of the Financial Services and Markets Act 2000 by Legal & General (Unit Trust Managers) Limited.

The distribution of this Prospectus in certain jurisdictions may require that this Prospectus is translated into the official language of those countries. Should any inconsistency arise between the translated version and the English version, the English version shall prevail.

This Prospectus is based on information, law and practice at the date hereof. The Manager cannot be bound by an out of date Prospectus when a new version has been issued and investors should check with Legal & General (Unit Trust Managers) Limited that this is the most recently published prospectus.

## CONTENTS

<b>Clause</b>		<b>Page</b>
1	Definitions	1
2	Details of the Funds	4
3	Investment objective and policy	4
4	The Manager	4
5	Investment Manager	5
6	The Trustee and Depositary	6
8	Registrar and register of Unitholders	9
9	Valuation and trust accounting agents	9
10	Unit Classes	9
11	Purchase, redemption and switching of Units	10
12	Valuations	20
13	Transfer of Units	22
14	Distributions and accumulation	23
15	Fees and expenses	24
16	Taxation	26
17	Reports and accounts	29
18	Voting	30
19	Risks	32
20	Winding up of the Funds	32
21	Other information	33
<b>Appendix</b>		
A	Fund Details	37
B	Investment and Borrowing Powers	50
C	Eligible Securities Markets and Derivative Markets	65
D	Valuation	66
E	Past Performance Information	69
F	Other Schemes managed by the Manager	70
G	Sub-custodians	72
H	Remuneration Policy	76
I	Risk Factors	77
J	Estimated Swing Factor	84

## Definitions

**Approved Bank:** as defined in the FCA Glossary;

**Associate:** any other person whose business or domestic relationship with the Manager or the Manager's associate might reasonably be expected to give rise to a community of interest between them which may involve a conflict of interest in dealings with third parties;

**Auditor:** KPMG LLP or such other entity as is appointed to act as auditor to the Funds from time to time;

**Benchmark Regulation:** as defined in Section 10.2;

**Business Day:** a day on which the London Stock Exchange is open. If the London Stock Exchange is closed as a result of a holiday or for any other reason, or there is a holiday elsewhere or other reason which impedes the calculation of the fair market value of any of the Funds' portfolios of securities or a significant portion thereof, the Manager may decide that any Business Day in respect of a Fund shall not be construed as such;

**Class or Classes:** in relation to Units, means (according to the context) all of the Units related to a Fund or a particular class or classes of Unit related to a Fund;

**Client Money Account:** a current or deposit account at a bank that is opened in the Manager's name used to hold the money of one or more of the Manager's clients;

**COLL:** refers to the appropriate chapter or rule in the COLL Sourcebook;

**COLL Sourcebook:** the Collective Investment Schemes Sourcebook issued by the FCA, as amended or re-enacted from time to time;

**Commitment Approach:** the standard methodology used to calculate global exposure arising from the use of derivatives by a Fund. When using the commitment approach, the Manager may take account of netting and hedging arrangements when calculating global exposure of a Fund, where those arrangements do not disregard obvious and material risks and result in a clear reduction in risk exposure;

**Dealing Day:** Monday to Friday where these days are Business Days;

**Depositary:** Northern Trust Investor Services Limited, who will also act as Trustee, or such other person as is appointed to act as the depositary of the Trust from time to time;

**Dilution:** the amount of dealing costs incurred, or expected to be incurred for the account of a single-priced Fund to the extent that these costs may reasonably be expected to result, or have resulted, from the acquisition or disposal of investments for the account of the single-priced Fund as a consequence (whether or not immediate) of the increase or decrease in the cash resources of the single-priced Fund resulting from the issue or cancellation of Units over a period; for the purposes of this definition, dealing costs include both the costs of dealing in an investment, professional fees incurred, or expected to be incurred, in relation to the acquisition or disposal of approved immovables and, where there is a spread between the buying and selling prices of the investment, the indirect cost resulting from the differences between those prices;

**Dilution Adjustment:** an adjustment to the price of Units by such amount or at such rate as is determined by the Manager for the purpose of reducing the effect of Dilution;

**EEA:** the European Economic Area;

**EEA State:** a member state of the European Union and any other state which is within the European Economic Area;

**Efficient Portfolio Management** or **EPM**: means an economically appropriate and cost effective transaction aiming at reducing risk or cost; or generating additional capital or income with a risk level which is consistent with the risk profile of a Fund and the risk diversification rules laid down in the COLL Sourcebook;

**Eligible Institution**: as defined in the FCA Glossary;

**Emerging Market(s)**: any country that is included in the FTSE Emerging Index or composite thereof (or any successor index, if revised), or any country classified by the World Bank as a low to upper middle income country;

**EUWA**: as defined in the FCA Glossary;

**FCA**: the Financial Conduct Authority or any other regulatory body which may assume its regulatory responsibilities from time to time;

**FCA Glossary**: the glossary giving the meanings of the defined expressions used in the FCA Handbook as amended from time to time;

**FCA Handbook**: the FCA Handbook of Rules and Guidance as amended from time to time;

**Fund**: a sub-fund of the Trust listed in Appendix A;

**Fund Management Fee** or **FMF**: the fixed rate fee payable to the Manager inclusive of all of the fees and expenses which are paid by the Manager in relation to the operation and administration of a Fund;

**HMRC**: Her Majesty's Revenue and Customs;

**Home State**: as defined in the FCA Glossary;

**Investment Manager**: Legal & General Investment Management Limited, the investment manager to the Manager of the Funds;

**Investment Management Agreement**: an amended and restated agreement between the Manager and the Investment Manager dated 7 December 2015, as may be further amended, restated or supplemented from time to time;

**ISA**: an individual savings account under The Individual Savings Account Regulations 1998, as amended or re-enacted from time to time;

**Manager**: Legal & General (Unit Trust Managers) Limited;

**MiFID II or Markets in Financial Instruments Directive** means the Markets in Financial Instruments Directive 2014/65/EU as may be amended, supplemented, replaced or consolidated from time to time;

**Net Asset Value** or **NAV**: the value of the property of a Fund (as the context may require) less the liabilities of a Fund as calculated in accordance with the Trust Deed of that Fund and Appendix D of this Prospectus;

**OECD**: the Organisation for Economic Co-operation and Development;

**PRN**: the product reference number assigned by the FCA to identify each authorised fund;

**Register**: the register of Unitholders of each Fund;

**Registrar**: Legal & General (Unit Trust Managers) Limited or such other entity as is appointed by the Manager to act as registrar for the Trust from time to time;

**Scheme Property:** the scheme property of each of the Funds required under the COLL Sourcebook to be given for safekeeping to the Trustee;

**SDRT:** Stamp Duty Reserve Tax;

**Single Swing:** the pricing methodology set out in Section 12.5.4.2 where the Net Asset Value per Unit may be adjusted on any Dealing Day by way of a Dilution Adjustment;

**Swing Factor:** the percentage of the Net Asset Value by which the price of Units will be adjusted in accordance with Section 12.5.4.2, as set by the Manager from time to time and which generally shall not exceed 2% of the Net Asset Value per Unit of the relevant Fund;

**Trust:** Legal & General Unit Trust Managers III;

**Trust Deed:** the trust deed constituting the Trust (as may be amended and restated from time to time) (including any supplemental trust deed thereto);

**Trustee:** Northern Trust Investor Services Limited, who will also act as Depositary, or such other entity as is appointed to act as the trustee of the Trust from time to time;

**Unit: or Units:** a unit or units in a Fund (including larger denomination units);

**Unitholder:** a holder of registered Units in a Fund;

**UCITS:** an Undertaking for Collective Investment in Transferable Securities. This will include a UK UCITS or an EEA UCITS, as defined in the FCA Glossary;

**UCITS Directive:** the European Parliament and Council Directive of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) (No 2009/65/EC) as it forms part of the law of England, Wales, Scotland and Northern Ireland by virtue of section 3 of the EUWA, and any statutory instruments that the UK government makes to amend deficiencies in retained European Union law by virtue of section 8 of the EUWA (as may be amended from time to time) (including, without limitation, the Collective Investment Schemes (Amendment etc.) (EU Exit) Regulations 2019 SI 2019/325 incorporating European directives or other European legislation relating to undertakings for collective investment in transferable securities into UK domestic law following the UK's withdrawal from the European Union);

**UK:** the United Kingdom of Great Britain and Northern Ireland;

**UK UCITS:** as defined in the FCA Glossary;

**U.S. Person:** means any citizen or resident of the United States of America, its territories and possessions including the State and District of Columbia and all areas subject to its jurisdiction (including the Commonwealth of Puerto Rico), any corporation, trust, partnership or other entity created or organised in or under the laws of the United States of America, any state thereof or any estate or trust the income of which is subject to United States federal income tax, regardless of source. The expression also includes any person falling within the definition of the term "U.S. Person" under Regulation S promulgated under the United States Securities Act of 1933;

**Valuation Point:** the valuation point for each Fund as set out in Appendix A of this Prospectus;

and

**VAT:** value added tax.

## 2 Details of the Funds

- 2.1 The Trust is an authorised unit trust pursuant to section 243(1) of the Financial Services and Markets Act 2000 constituted by its Trust Deed. The Trust is structured as an umbrella unit trust in that different Funds may be established from time to time by the Manager with the approval of the FCA. The Trust received authorisation from the FCA on 2 January 2020 and the PRN for the Trust is 918870. The Trust is a UK UCITS for the purposes of the COLL Sourcebook. The head office of the Trust is at One Coleman Street, London EC2R 5AA, England. The date on which each of the Funds received authorisation from the FCA and the PRN for each Fund is set out in Appendix A. The Manager is authorised and regulated in the UK by the FCA whose address is 12 Endeavour Square, London E20 1JN.
- 2.2 Each Fund has a specific portfolio to which that Fund's assets and liabilities are attributable. So far as the Unitholders are concerned, each Fund is treated as a separate entity. The Funds are segregated portfolios of assets and, accordingly, the assets of a Fund belong exclusively to that Fund and shall not be used or made available to discharge (directly or indirectly) the liabilities of, or claims against, any other person or body, including the Trust and any other Fund and shall not be available for any such purpose. Subject to the above, each Fund will be charged with the liabilities, expenses, costs and charges of the Trust attributable to that Fund. Any assets, liabilities, expenses, costs or charges not attributable to a particular Fund may be allocated by the Manager in a manner which it believes is fair to the Unitholders generally. This will normally be pro rata to the Net Asset Value of the relevant Funds. Whilst the Trust Deed provides for segregated liability between the Funds, the concept of segregated liability may not be recognised and given effect by a court in certain contexts including where the relevant contractual documents involving the Fund are not construed in a manner to provide for segregated liability. Where claims are brought by local creditors in foreign courts or under foreign law contracts, and the liability relates to one Fund which is unable to discharge that liability, it is not clear whether a foreign court would give effect to the segregated liability contained in the Trust Deed. Therefore, it is not possible to be certain that the assets of a Fund will always be completely insulated from the liabilities of another Fund of the Trust in every circumstance.
- 2.3 Each Fund will be invested in accordance with this Prospectus and the provisions of the COLL Sourcebook applicable to a "UK UCITS". Subject to the terms set out in this Prospectus, holders of Units in each Fund are entitled to receive (or have accumulated) the net income derived from the relevant Fund and to redeem their Units at a price linked to the value of the property of the relevant Fund. Unitholders do not have any proprietary interest in the underlying assets of a Fund. The Unitholders are not liable for the debts of a Fund.
- 2.4 The operation of each Fund is governed by the COLL Sourcebook, the Trust Deed and this Prospectus.
- 2.5 The base currency of each Fund is Pounds Sterling.

## 3 Investment objective and policy

- 3.1 Investment of the assets of each Fund must comply with the COLL Sourcebook and the investment objective and policy of that Fund. Details of each Fund, including its investment objective and policy, are set out in Appendix A.
- 3.2 A detailed statement of the general investment and borrowing powers in respect of the Funds is set out in Appendix B.
- 3.3 The eligible securities markets and eligible derivatives markets on which the Funds may invest are set out in Appendix C.

## 4 The Manager

- 4.1 The manager of the Trust is Legal & General (Unit Trust Managers) Limited, which is a limited company incorporated in England and Wales on 28 April 1971 with registered number

01009418. The head office and registered office of the Manager are set out in the Directory. As at the date of this Prospectus, the amount of the Manager's authorised share capital is £26.5 million ordinary £1 shares of which £15 million is allotted and fully paid up. The ultimate holding company of the Manager is Legal & General Group Plc. The Manager may delegate its management and administration functions to third parties including Associates subject to the rules in the COLL Sourcebook.

4.2 The Manager is under no obligation to account to the Trustee or to the Unitholders of a Fund for any profit it makes on the issue or reissue of Units or cancellation of Units which it has redeemed. The fees to which the Manager is entitled in respect of each Fund are included within the Fund Management Fee.

4.3 The Manager also carries out the customer service function for individual investors, the promotion, marketing and sales functions.

4.4 The directors of the Manager are as follows:

M.M. Ammon  
A.D. Clare\*  
A. J. C. Craven  
E. Cowhey\*  
L. W. Toms  
M. Jordy\*

\*Independent Non-Executive Director of the Manager

4.5 On an annual basis the conflicts of interest register for directors within the Legal & General Group are reviewed and updated. This requires all directors to disclose any interests, connected persons and potential related party relationships. The following directors hold external directorships: A.D. Clare, E. Cowhey, M. Jordy and M.M Ammon.

4.6 The Manager also acts as manager of the authorised unit trusts and as authorised corporate director of the open-ended investment companies set out in Appendix F.

#### 4.7 **Manager's remuneration policy**

The rules in the FCA Handbook regarding remuneration have been implemented primarily to ensure that relevant members of staff are not incentivised, by way of their remuneration package, to take excessive risks when managing funds. The Manager has approved and adopted a remuneration policy (the "**Remuneration Policy**") which explains how the Manager complies with the FCA Handbook and which staff are covered. A summary of the Remuneration Policy is set out in Appendix H.

### 5 **Investment Manager**

5.1 The Manager has appointed Legal & General Investment Management Limited to provide investment management and distribution services to the Manager.

5.2 The Investment Manager is a member of the Legal & General group of companies.

5.3 The principal activity of the Investment Manager is the provision of investment management services.

5.4 Legal & General Investment Management Limited is a limited company incorporated in England and Wales on 21 January 1987 with registered number 02091894. The registered office and head office of the Investment Manager is set out in the Directory.

#### 5.5 **Terms of appointment**

5.5.1 The Investment Manager was appointed pursuant to the Investment Management Agreement.

- 5.5.2 Subject to appropriate controls imposed by the Manager, all relevant law and regulation, this Prospectus and the Trust Deed, and further instructions given by the Manager, the Investment Manager has discretion to take day to day investment decisions and to deal in investments in relation to the investment management of each of the Funds, without prior reference to the Manager.
- 5.5.3 The Manager may delegate its management and administration functions to third parties including Associates subject to the rules in the COLL Sourcebook.
- 5.5.4 The Investment Management Agreement may be terminated by not less than six month's written notice or immediately in certain circumstances. The Investment Manager is entitled to a fee paid out of the "Fund Management Fee", as explained in Section 15.5 below.

## **6 The Trustee and Depositary**

The Trustee and Depositary is Northern Trust Investor Services Limited a UK private limited company, incorporated on 29 April 2020 with company number 12578024. Its registered office and principal place of business is at 50 Bank Street, London E14 5NT.

The Depositary is authorised and regulated by the FCA.

The Depositary's ultimate holding company is Northern Trust Corporation, a company which is incorporated in the State of Delaware, United States of America, with its headquarters at 50 South La Salle Street, Chicago, Illinois.

### **6.1 Duties of the Depositary**

The Depositary is responsible for the safekeeping of all the Scheme Property of each Fund and must ensure that each Fund is managed in accordance with the Trust Deed and the provisions of the COLL Sourcebook relating to the pricing of, and dealing in, Units and relating to the income and the investment and borrowing powers of the Funds. The Depositary is also responsible for monitoring the cash flows of the Funds, and must ensure that certain processes carried out by the Manager are performed in accordance with the FCA Handbook, this Prospectus and the Trust Deed.

### **6.2 Terms of appointment**

- 6.2.1 The appointment of the Depositary has been made under an agreement (as amended and novated from time to time) between the Manager and the Depositary (the "Depositary Agreement"). The Depositary Agreement is terminable on receipt of six months' written notice given by either party. The Depositary may not retire voluntarily except on the appointment of a new depositary.
- 6.2.2 The Depositary Agreement contains provisions indemnifying the Depositary and limiting the liability of the Depositary in certain circumstances.
- 6.2.3 The Depositary is entitled to receive remuneration out of the Scheme Property of each Fund for its services, and such fees are included within the Fund Management Fee as set out in Section 15.5 of this Prospectus.

### **6.3 Delegation of Safekeeping Functions**

- 6.3.1 Subject to the FCA Handbook, the Depositary has full power under the Depositary Agreement to delegate (and authorise its delegate to sub-delegate) any part of its safekeeping duties as Depositary. As a general rule, where the Depositary delegates any of its custody functions to a delegate, the Depositary will remain liable for any losses suffered as a result of an act or omission of the delegate as if such loss has arisen as a result of an act or omission of the

Depository. The use of clearing or settlement systems or order routing systems, does not constitute a delegation by the Depository of its function.

6.3.2 As at the date of this Prospectus, the Depository has delegated custody services to The Northern Trust Company, London Branch (the “**Custodian**”).

6.3.3 The Custodian has sub-delegated custody services to sub-custodians in certain markets in which the Funds may invest. A list of sub-custodians is given in Appendix G. Investors should note that the list of sub-custodians in the Prospectus is updated only at each Prospectus review. An up to date list of sub-custodians is maintained by the Manager and is available on request.

#### 6.4 **Updated Information**

Up to date information regarding (i) the Depository’s name, (ii) the description of its duties and any conflicts of interest that may arise between the Depository and the Funds, the Unitholders or the Manager, and (iii) the description of any safekeeping functions delegated by the Depository, the description of any conflicts of interest that may arise from such delegation, and the list showing the identity of each delegate and sub-delegate, will be made available to Unitholders on request.

#### 6.5 **Conflicts of interest**

##### 6.5.1 **General**

The Depository may act as the depository of other investment funds and as trustee or custodian of other collective investment schemes.

It is possible that the Depository and/or its delegates and sub-delegates may in the course of its or their business be involved in other financial and professional activities which may on occasion have potential conflicts of interest with the Funds and/or other funds managed by the Manager or other funds for which the Depository acts as the depository, trustee or custodian.

There may also be conflicts arising between the Depository and the Funds, the Unitholders or the Manager. In addition, the Depository also has a regulatory duty when providing its services to act solely in the interests of Unitholders and the Funds. In order to comply with this requirement, the Depository may in some instances be required to take actions in the interests of Unitholders and the Funds where such action may not be in the interests of the Manager.

##### 6.5.2 **Affiliates**

From time to time conflicts may arise from the appointment by the Depository of any of its delegates, as applicable.

The Depository, and any other delegate, is required to manage any such conflict having regard to the FCA Handbook and its duties under the Depository Agreement.

The Depository will ensure that any such delegates or sub-delegates who are its affiliates are appointed on terms which are not materially less favourable to the Funds than if the conflict or potential conflict had not existed. The Custodian and any other delegate are required to manage any such conflict having regard to the FCA Handbook and its duties to the Depository and the Manager.

##### 6.5.3 **Conflicting commercial interests**

The Depository (and any of its affiliates) may effect, and make a profit from, transactions in which the Depository (or its affiliates, or another client of the Depository or its affiliates) has (directly or indirectly) a material interest or a

relationship of any description and which involves or may involve a potential conflict with the Depositary's duty to the Funds.

This includes circumstances in which the Depositary or any of its affiliates or connected persons: acts as market maker in the investments of the Funds; provides broking services to the Funds and/or to other funds or companies; acts as financial adviser, banker, derivatives counterparty or otherwise provides services to the issuer of the investments of the Funds; acts in the same transaction as agent for more than one client; has a material interest in the issue of the investments of the Funds; or earns profits from or has a financial or business interest in any of these activities.

#### 6.5.4 **Management of conflicts**

The Depositary has a conflict of interest policy in place to identify, manage and monitor on an on-going basis any actual or potential conflict of interest. The Depositary has functionally and hierarchically separated the performance of its depositary tasks from its other potentially conflicting tasks. The system of internal controls, the different reporting lines, the allocation of tasks and the management reporting allow potential conflicts of interest and the Depositary issues to be properly identified, managed and monitored.

#### 6.5.5 **GDPR**

Northern Trust's EMEA Data Privacy Notice sets out how the Depositary will process Unitholders' personal information as a data controller where these details are provided to it in connection with Unitholders' investment in the Funds.

Northern Trust's EMEA Data Privacy Notice may be updated from time to time and readers should confirm that they hold the latest version which can be accessed at [www.northerntrust.com/united-kingdom/privacy/emea-privacy-notice](http://www.northerntrust.com/united-kingdom/privacy/emea-privacy-notice).

Any Unitholder who provides the Manager and its agents with personal information about another individual (such as a joint investor), must show Northern Trust's EMEA Data Privacy Notice to those individuals.

### 7 **Permitted Fees and Benefits**

In accordance with its obligations under MiFID II, the Investment Manager will not pay to or accept from any party (other than the Manager or a person on behalf of the Manager), any fee or commission or acceptable non-monetary benefit unless minor and which is designed to enhance the quality of the service to the Manager without impairing the ability of the Investment Manager to fulfil its obligations to the Manager and is disclosed to the Manager prior to the provision of the relevant service.

As permitted by the FCA Handbook, the Investment Manager pays for research from its own resources unless the research is capable of being defined as an Acceptable Minor Non-Monetary Benefit as defined in the FCA Handbook in which case it may be received by the Investment Manager without payment.

The Investment Manager does not enter into soft commission arrangements.

In accordance with its obligations under MiFID II, the Investment Manager shall return to the Manager any fees, commissions or other monetary benefits paid or provided by a third party in relation to the investment management services provided by the Investment Manager to the Manager as soon as reasonably possible after receipt, and disclose in the annual report the fees, commissions or any monetary benefits transferred to them.

In particular, where the Investment Manager successfully negotiates the recapture of a portion of the commissions charged by brokers or dealers in connection with the purchase and/or

sale of securities, permitted derivative instruments or techniques and instruments for the Manager, the rebated commission shall be paid to the Manager.

## **8 Registrar and register of Unitholders**

- 8.1 The Manager has responsibility for the maintenance of the Register for each of the Funds.
- 8.2 The Register for each Fund is kept at Legal & General (Unit Trust Managers) Limited, Customer Services Centre, Brunel House, 2 Fitzalan Road, Cardiff CF24 0EB, Wales and may be inspected during normal business hours by any Unitholder or any Unitholder's duly authorised agent.
- 8.3 The Registrar's fee is included within the Fund Management Fee as set out in this Prospectus.

## **9 Valuation and trust accounting agents**

The fund valuation and unit trust accounting functions for all Funds are outsourced to Northern Trust Global Services SE. The fees for carrying out these functions are included within the Fund Management Fee as set out in Section 15.5 of this Prospectus.

## **10 Unit Classes**

### **10.1 Unit Classes**

- 10.1.1 The Trust Deed permits Units to be issued in a variety of Classes. Classes of Unit are differentiated by their charging structures, entry and redemption requirements and minimum subsequent investment and holding requirements. The rights represented by Units are those of a beneficial interest under a trust.
- 10.1.2 The Funds may issue income and accumulation Units, although not necessarily both income and accumulation Units are currently in issue for every Fund. Details of the Classes of Unit currently available in respect of each Fund, including details of their eligibility criteria for investment, subscription and redemption requirements and minimum subsequent investment and holding requirements and charging structure, are set out in Appendix A.
- 10.1.3 Holders of income Units are entitled to be paid the distributable income attributed to such Units on any relevant interim and annual allocation dates.
- 10.1.4 Holders of accumulation Units do not receive payments of income. Any income arising in respect of an accumulation Unit is automatically accumulated back into the Fund and is reflected in the price of each accumulation Unit.
- 10.1.5 Where the Funds have different Classes, each Class may attract different charges and so monies may be deducted from the Scheme Property attributable to such Classes in unequal proportions. In these circumstances, the proportionate interests of the Classes will be adjusted accordingly.
- 10.1.6 A Unit holding may include a fraction of a Unit.
- 10.1.7 The Funds may issue different Classes of Units. Classes of Units are distinguished by their criteria for subscription and fee structure - see Appendix A.
- 10.1.8 Further Classes of Units may be established from time to time by the Manager with the agreement of the Trustee and in accordance with the Trust Deed and the COLL Sourcebook. On the introduction of any new Class, either a revised prospectus or a supplemental prospectus will be prepared, setting out the details of each Class.

10.1.9 The currency of each new Class of Units will be set out in the Prospectus when any such new Class of Units is issued.

10.1.10 Units do not carry preferential or pre-emptive rights to acquire further Units.

## 10.2 **Benchmark Regulation**

Unless otherwise disclosed in this Prospectus, the indices or benchmarks utilised by the Funds are, as at the date of this Prospectus, provided by benchmark administrators who appear on the register of administrators and benchmarks maintained by ESMA pursuant to Article 36 of the Regulation (EU) 2016/2011 (the “**Benchmark Regulation**”). Any indices or benchmarks utilised by the Funds which are provided by third country benchmark administrators are availing of the transitional or grandfathering arrangements afforded under the Benchmark Regulation.

The Manager has adopted a written policy plan setting out actions, which it will take with respect to the Funds in the event that an index or benchmark materially changes or ceases to be provided (the “**Contingency Plan**”), as required by article 28(2) of the Benchmark Regulation. Unitholders may access the Contingency Plan, free of charge, upon request from the Manager.

## 10.3 **Beneficial ownership**

The nature of the right of the Unitholders represented by the Units is that of a beneficial interest under a trust.

## 10.4 **Voting rights**

Voting rights attached to each Class of Units are as described in Section 18.

## 10.5 **Compulsory redemption**

Units may be compulsorily redeemed in the circumstances described in Section 11.7.

## 11 **Purchase, redemption and switching of Units**

### 11.1 **General**

11.1.1 Requests for the purchase, redemption and switching of Units are normally dealt with by the issue or cancellation of Units by the Trustee on the instructions of the Manager. However, in certain circumstances the Manager may, in accordance with the COLL Sourcebook, deal with such requests by selling Units to, and/or repurchasing them from, the applicant, as appropriate. The Manager is entitled to hold Units for its own account and to satisfy requests for the sale of Units from its own holding; it is required by the COLL Sourcebook to procure the issue or cancellation of Units by the Fund where necessary to meet any obligation to sell or redeem Units.

11.1.2 If on receiving instructions from the Manager to issue or cancel Units in a Fund, the Trustee is of the opinion that it is not in the interests of the Unitholders that the Units should be issued or cancelled either at all or in the number instructed by the Manager the Trustee must give notice to the Manager that it refuses to issue, or as the case may be cancel, all, or a specified number of the Units.

11.1.3 The Manager is under no obligation to account to a Fund or to Unitholders for any profit it makes on the issue of Units or on the reissue or cancellation of Units which it has redeemed and will not do so.

11.1.4 All payments received by the Manager from applicants are banked into a Client Money Account no later than the Business Day after they are received. A Client

Money Account is a current or deposit account at a bank that is opened in the Manager's name. Its title will also include an appropriate description to indicate that the Manager holds only clients' money in accordance with the Manager's regulatory responsibilities. Each Client Money Account is used to hold the money of one or more clients. Client Money Accounts are held with The Royal Bank of Scotland plc or such other bank or authorised institution as the Manager may nominate from time to time. The Manager is not responsible for any acts or omissions by the bank holding the client money. Unitholders' money will be held in a Client Money Account until the fund settlement date with the Trustee. Unitholders' money will also be held in a Client Money Account when a Unitholder is taking money out of a Fund. The sale proceeds of a Unitholder's withdrawal instruction will be transferred to a Client Money Account when the Manager has received these from the Trustee. This will be done within four Business Days from the Valuation Point at which the Unitholder's Units are sold. From that date it is the Unitholder's money and is held and protected in a Client Money Account, it cannot be used by the Manager for any other purpose.

The money will be retained in a Client Money Account until the Manager is able to release the payment to the Unitholder. Withdrawal payments will be paid in Sterling from a Client Money Account. Where the Manager hasn't been provided with sufficient payment details, the Manager will make reasonable efforts to contact the Unitholder or the Unitholder's personal representative, as appropriate, and confirm them before any payment is made. Whilst the Manager is waiting for any such query to be resolved, the money will be held in a Client Money Account and no interest will be paid. The Manager may delay payment of the withdrawal proceeds if it reasonably believes that it should delay payment for the Unitholder's, or the Unitholder's personal representative's, protection (such as to prevent fraud) or as required by law. The Unitholder will not be entitled to any interest earned on amounts held in a Client Money Account unless the Manager advises the Unitholder otherwise. The Manager holds any money in a Client Money Account separate from its own money. If, as a result of the insolvency of the bank holding the client money, or the insolvency of the Manager, or otherwise, there is a shortfall in the money held in a Client Money Account, the Unitholder will suffer any shortfall in the same proportion as the Unitholder's share of the money held in the Client Money Accounts. In this event, the Unitholder may be entitled to compensation under the Financial Services Compensation Scheme.

## 11.2 Purchase

### 11.2.1 Applications

Dealings are at forward prices i.e. at a price calculated by reference to the next Valuation Point following receipt of an application. Units to satisfy an application received before the Valuation Point (see Section 12 for details of the Valuation Points) on a Dealing Day will be sold at a price based on that day's Valuation Point and Units to satisfy an application received after that time, or on a day which is not a Dealing Day, will be sold at a price calculated at the Valuation Point on the next Dealing Day. Each Business Day will constitute a Dealing Day.

11.2.2 In respect of Classes of Unit (see Appendix A for the appropriate Classes), Units may also be purchased by:

11.2.2.1 writing to Legal & General Investments at PO Box 6080, Wolverhampton, WV1 9RB;

11.2.2.2 by telephone application to the unit trust dealers on 0370 050 0955\* between 8.30 a.m. and 6.00 p.m. (an earlier closure may occasionally apply) on Business Days; or

11.2.2.3 by placing a valid dealing instruction via an electronic trading system that is supported by Legal & General (Unit Trust Managers) Limited.

*\*Please note that the Manager may record telephone calls for record keeping, security and/or training and monitoring purposes and to confirm investors' instructions. Recordings will be provided on request for a period of at least five years from the date of such recording, or, where requested by a competent regulatory authority, for a period of seven years, where we can identify the call coming from you. If you ask us to send you a recording of a particular call, we may ask for further information to help us identify the exact call to which your request relates.*

11.2.3 The Manager has the right to reject, on reasonable grounds relating to the circumstances of the applicant, any application for Units in whole or in part, and in this event the Manager will return any money sent, or the balance of such monies, at the risk of the applicant. In that event application moneys or any balance will be returned to the applicant by post at his or her risk.

11.2.4 The Funds and the Manager are subject to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (the "**Money Laundering Regulations**") and the Manager may in its absolute discretion require verification of identity from any person applying for Units (the "**Applicant**") including, without limitation, any Applicant who:

11.2.4.1 tenders payment by way of cheque, banker's draft, payment card or electronic payment on an account in the name of a person or persons other than the Applicant;

11.2.4.2 appears to the Manager to be acting on behalf of some other person; or

11.2.4.3 the ultimate beneficial owner of the funds to be invested in a Fund.

11.2.5 In the former case verification of the identity of the provider of funds may be required in addition to the Applicant. In the latter cases, verification of the identity of any person on whose behalf the Applicant appears to be acting may be required.

11.2.6 In order to establish the identity of new Applicants and existing Unitholders for the above purposes, the Manager may, in addition to requesting proof of identity from Applicants, Unitholders and connected third parties, use reference agencies to search sources of information relating to a Unitholder, Applicant or connected third parties (an identity search). This will not affect the individuals' credit rating.

11.2.7 Applications will not be acknowledged but a contract note will be sent to the Applicant (or the first named Applicant in the case of joint applications) on or before the Business Day next following the relevant Dealing Day. Where the total price payable for all Units for which the application is made would include a fraction of one penny it will be rounded up or down to the nearest penny.

11.2.8 Registration will take place after receipt of payment provided that:

11.2.8.1 the Applicant has supplied all such information about the proposed holder as will enable the Registrar to register the holding;

11.2.8.2 the Manager has received the purchase price or other consideration for the issue of Units; and

- 11.2.8.3 any period during which the purchaser has a right, under rules made under the FCA Handbook, to cancel the agreement to purchase Units has expired.
- 11.2.9 If an Applicant defaults in making any payment in money, or by way of a transfer of property, due to the Manager in respect of the sale or issue of Units, the Trustee is entitled to make any necessary amendment to the Register and the Manager will become entitled to the Units in place of the Applicant, subject, in the case of an issue of Units, to the Manager's payment of the purchase price to the Trustee. The Manager reserves the right to cancel investments for which settlement is not received, or fails to clear, and to recover from an Applicant, the amount of any decrease in value of the investment if this occurs.
- 11.2.10 An order for the purchase of Units will only be deemed to have been accepted by the Manager once it is in receipt of cleared funds for the application. Settlement is due by close of business on the fourth Business Day following the issue of Units. If settlement is not made within that time, then the Manager has the right to cancel any Units issued in respect of the application.
- 11.2.11 There is a corporate criminal offence in force in the UK which is broad in scope and targets the failure by a 'relevant body' to prevent a person acting on its behalf from facilitating tax evasion (whether by an individual or legal entity). If it can be demonstrated that reasonable prevention procedures were in place which were designed to prevent such facilitation occurring, the relevant body will not be guilty of a criminal offence. The Manager reserves the right to adopt such practices and procedures as it deems at any point necessary to avoid committing an offence under the legislation.
- 11.2.12 **In specie application**
- The Manager may, at its discretion, arrange for the issue of Units in exchange for assets other than cash, but will only do so where the Trustee has taken reasonable care to determine that the Fund's acquisition of those assets in exchange for the Units concerned is not likely to result in any material prejudice to the interests of holders or potential holders of Units in the Fund concerned. The Manager has in place an internal policy for accepting subscriptions in specie (such policy is available upon request from the Manager). Where the Manager considers the deal to be substantial in relation to the total size of the Fund, it may require the investor to contribute in specie.
- The Manager will ensure that the beneficial interest in the assets is transferred to the Fund with effect from the issue of the Units.
- The Manager will not issue Units in any Fund in exchange for assets the holding of which would be inconsistent with the investment objective or policy of that Fund.
- 11.2.13 **Minimum initial purchase and subsequent investments**
- The minimum subscription amount for each purchase of Units of a particular Class of a Fund as well as the minimum subscription amount for each subsequent investment is detailed in Appendix A as is the minimum of each subsequent investment. The Manager may at its sole discretion accept subscriptions lower than the minimum amount set out in Appendix A.
- 11.2.14 **Minimum holding**
- 11.2.14.1 The minimum value of Units which an investor may hold for each Class of a Fund is detailed in Appendix A. These minimum values of Units may be waived from time to time in the discretion of the Manager.

11.2.14.2 If following a redemption, cancellation, switch or transfer, a Unitholder's holding in any Unit Class falls below the minimum holding for that Class, the Manager has discretion to effect either a redemption of that Unitholder's entire holding in that Unit Class or switch the Unitholder's entire holding into another Unit Class with a lower minimum holding (if available). The Manager may use this discretion at any time. Failure to do so immediately after such redemption, cancellation, switch or transfer will not constitute a waiver of this right.

11.2.14.3 The value of Units for this purpose is calculated by reference to their current price. The minimum holding requirements will not be treated as being breached if the value of Units held falls below the relevant minimum solely as a result of a fall in the Unit price.

#### 11.2.15 **Regular savings plan**

A regular savings plan is available in respect of certain Classes in certain Funds. Please see Appendix A for details. Any further information on how to invest through the regular savings plan is available from the Manager.

#### 11.2.16 **Cancellation rights**

An applicant who is entitled to cancel and does so will not get a full refund of the money paid by him or her if the purchase price of the Units falls before the cancellation notice is received by the Registrar (on behalf of the Manager), because an amount equal to such fall (the "**shortfall**") will be deducted from the refund he or she would otherwise receive. Where the purchase price has not yet been paid the applicant will be required to pay the amount of the shortfall to the Manager. The deduction does not apply where the service of the notice of the right to cancel precedes the entering into of the agreement. Cancellation rights must be exercised by posting a cancellation notice to the Registrar (on behalf of the Manager) to its office at Legal & General Investments, PO Box 6080, Wolverhampton WV1 9RB, England on or before the 14th day after the date on which the applicant receives the notice of the right to cancel.

### 11.3 **Redemption**

#### 11.3.1 **Application**

11.3.1.1 Units in a Fund may be redeemed on any Dealing Day. Dealings are at forward prices as explained under "Purchase" above. Units to be redeemed pursuant to a redemption request received before the Valuation Point of a Fund on a Dealing Day will be redeemed at a price based on that day's Valuation Point and Units to be redeemed pursuant to a redemption request received after that time, or on a day which is not a Dealing Day, at a price calculated at the Valuation Point on the next Dealing Day. Each Business Day will constitute a Dealing Day.

11.3.1.2 Requests to redeem Units may be made by application in writing to the Manager, or by telephone application to the unit trust dealers on 0370 050 0955 between 8.30 a.m. and 6.00 p.m. (an earlier closure may occasionally apply) on business days or by placing a valid dealing instruction via an electronic trading system that is supported by the Manager. Redemption instructions are irrevocable. The Manager may refuse a redemption instruction if it has reasonable grounds to do so.

11.3.1.3 A redemption contract note will be sent on or before the Business Day next following the relevant Dealing Day, together where applicable, with a form of renunciation for completion and execution by the Unitholder or Unitholders. Where the total consideration for the transaction would include a fraction of one penny it will be rounded up or down to the nearest penny. The redemption proceeds will be paid not later than the close of business on the fourth Business Day after the later of the following times:

- (i) the Valuation Point immediately following the receipt by the Registrar of the request to redeem the Units; and
- (ii) the time when the Registrar (or the Manager, as the case may be) has received the form of renunciation (or other sufficient instructions) duly signed by the relevant Unitholder or Unitholders together with such evidence as the Manager may lawfully require as proof of the identity of the Unitholder and all other duly executed instruments and authorisations as effect (or enable the Registrar to effect) transfer of title to the Units.

Payment in satisfaction of the redemption monies will normally be sent by BACS no later than the fourth Business Day following the later of (a) receipt by the Manager of the form of renunciation (or other sufficient written instructions) duly signed and completed by all the relevant Unitholders, together with any other appropriate evidence of title, and (b) the Valuation Point following receipt by the Manager of the request to redeem.

11.3.1.4 But neither the Trustee, the Manager nor the Registrar is required to make payment in respect of a redemption of Units where the money due on the earlier issue of those Units has not yet been received or where the Registrar considers it necessary to carry out or complete identification procedures in relation to the holder or another person pursuant to a statutory, regulatory or European Community obligation (such as the Money Laundering Regulations).

## 11.3.2 **Deferred Redemptions**

If requested redemptions at a Valuation Point exceed 10% of a Fund's value, in order to protect the interests of continuing Unitholders the redemptions may be deferred to the next Valuation Point in accordance with procedures that ensure the consistent treatment of Unitholders who have sought to redeem at that Valuation Point. The procedures are that to the extent redemption requests are deferred, deferral will be pro-rata based on the value of Units being redeemed (provided that the Manager may determine in its discretion a value threshold below which all redemptions will be effected, and above which the foregoing pro-rata deferral shall apply) and that all deals relating to an earlier Valuation Point are completed before those relating to a later Valuation Point.

## 11.3.3 **Liquidity Management**

The Manager has a liquidity management policy and maintains tools and methods of monitoring the liquidity of the Funds, so that the Manager can attempt to ensure that the Manager can carry out investment requests. The liquidity risk management policies and procedures include the management, implementation and maintaining of appropriate liquidity limits for the Funds. In normal circumstances, dealing requests will be processed as set out above. In exceptional circumstances, other procedures, such as suspending dealings in a

Fund, borrowing cash, deferring the redemption of Units, or applying in-specie redemptions may be used.

#### 11.3.4 **In specie redemption**

11.3.4.1 If a Unitholder requests the redemption of Units, the Manager may at its discretion, where it considers the deal to be substantial in relation to the total size of the Fund concerned or in some way advantageous or detrimental to the Fund, arrange, having given prior notice in writing to the Unitholder, that in place of payment for the Units in cash, the Fund transfers property or, if required by the Unitholder, the net proceeds of sale of the relevant property, to the Unitholder. Before the redemption proceeds of the Units become payable, the Manager must give written notice to the Unitholder that the relevant property or the proceeds of sale of the relevant property will be transferred to that Unitholder so that the Unitholder can acquire the net proceeds of redemption rather than the relevant property if he so desires.

11.3.4.2 For this purpose, the Manager may consider a deal to be substantial if the relevant Units constitute 5% (or a lesser or higher percentage if considered appropriate) of those in issue in the relevant Fund. Some Funds may have a higher or lower threshold at which the Manager may consider a deal substantial. Where there is a different threshold for the purpose of this in specie redemption provision in respect of a Fund, this is specified in Appendix A.

11.3.4.3 The Manager will select the property to be transferred in consultation with the Trustee but will only do so where the Trustee has taken reasonable care to ensure the property concerned is not likely to result in any material prejudice to the interests of Unitholders.

#### 11.3.5 **Minimum redemption**

Unless the Manager in its discretion allows otherwise, a redemption request may not be made in respect of some only of the investor's Units of a Fund if:

11.3.5.1 it would result in a holding in a Unit Class of less than the minimum holding in relation to that Unit Class (see Appendix A);  
or

11.3.5.2 it relates to Units of the Fund having a value (calculated by reference to their current price) of less than the minimum withdrawal amount detailed in Appendix A.

#### 11.4 **Switching**

11.4.1 If applicable, a holder of Units in a Fund may at any time switch all or some of his or her Units from one Fund ("**Old Units**") for Units of another Fund or for units in any other Legal & General scheme ("**New Units**"). The number of New Units issued will be determined by reference to the respective prices of New Units and Old Units at the Valuation Point applicable at the time the Old Units are repurchased and the New Units are issued.

11.4.2 Unitholders may be required to provide written instructions to the Manager (which, in the case of joint Unitholders must be signed by all the joint Unitholders) before a switch is effected. Switching may be effected in the same way as redemptions (as set out in Section 11.3 above). A switch to be made pursuant

to a request received before the Valuation Point, on a day which is a Dealing Day, will be effected at prices based on that day's Valuation Points. Where a request is received after that time, or on a day which is not a Dealing Day, the switch will be effected at a price calculated on the Valuation Point on the next such Dealing Day.

- 11.4.3 A contract note giving details of the switch will be sent on or before the Business Day next following the relevant Dealing Day.
- 11.4.4 A switching Unitholder must be eligible to hold the Units into which the switch is to be made.
- 11.4.5 If the switch would result in the Unitholder holding a number of Old Units or New Units of a value which is less than the minimum holding, the Manager may, if it thinks fit, convert the whole of the applicant's holding of Old Units to New Units or refuse to effect any switch of the Old Units. No switch will be made during any period when the right of Unitholders to require the redemption of their Units is suspended. The general provisions on selling Units shall apply equally to a switch.
- 11.4.6 The Manager may adjust the number of New Units to be issued to reflect the imposition of any switching fee together with any other charges or levies in respect of the issue or sale of the New Units or repurchase or cancellation of the Old Units as may be permitted pursuant to the COLL Sourcebook.
- 11.4.7 Please note that, under current tax law, a switch of Units in one Fund for Units in any other Fund or Legal & General scheme is treated as a redemption and sale and will, for persons subject to UK taxation, be a realisation for the purposes of UK taxation on chargeable gains, although a switch of Units in one Class in a Fund for Units in another Class in the same Fund will not normally be deemed to be a realisation for the purposes of UK taxation on chargeable gains in the UK.
- 11.4.8 A Unitholder who switches Units in one Class or Fund for Units in any other Class or Fund or units in any other Legal & General scheme will not be given a right by law to withdraw from or cancel the transaction.

## 11.5 Unit Class conversions

- 11.5.1 If applicable, a holder of Units in a Unit Class in a Fund ("**Old Class Units**") may exchange all or some of his or her Units for Units of a different Unit Class ("**New Unit Class**"). An exchange of Old Class Units for New Class Units will be processed as a conversion ("**Unit Class Conversion**"). Unlike a switch, a conversion of Old Class Units into New Class Units will not involve a redemption and issue of Units. For the purposes of income equalisation the New Class Units will receive the same treatment as the Old Class Units.
- 11.5.2 The number of New Class Units issued will be determined by a conversion factor calculated by reference to the respective prices of New Units and Old Units at the Valuation Point applicable at the time the Old Class Units are converted to New Class Units.
- 11.5.3 Conversions may be effected in the same way as redemptions (as set out in Section 11.3 above). A conversion to be made pursuant to a request received before the Valuation Point, on a day which is a Dealing Day, will be effected at prices based on that day's Valuation Point. Where a request is received after that time, or on a day which is not a Dealing Day, the conversion will be effected at a price calculated on the valuations point on the next such Dealing Day.
- 11.5.4 A contract note giving details of the conversion will be sent on or before the Business Day next following the relevant Dealing Day.

- 11.5.5 A converting Unitholder must be eligible to hold the Units into which the conversion is to be made.
- 11.5.6 If the conversion would result in the Unitholder holding a number of Old Class Units or New Class Units of a value which is less than the minimum holding in the Unit Class concerned, the Manager may, if it thinks fit, convert the whole of the applicant's holding of Old Class Units to New Class Units or refuse to effect any conversion of the Old Units.
- 11.5.7 Please note that, under current tax law, a conversion of Units between different Unit Classes will not be deemed to be a realisation for the purposes of capital gains taxation.
- 11.5.8 A Unitholder who converts their Units in/one Unit Class to Units in a different Unit Class will not be given a right by law to withdraw from or cancel the transaction.
- 11.5.9 The Manager may also, in its sole discretion, convert some or all of the Units held by any Unitholder from one Class of Units to another Class of Units in the same Fund, provided that the terms of the Original Units are substantially similar to the New Units and, in any event, the conversion does not materially prejudice any such Unitholder. The Manager will provide the Unitholder with 60 days' prior written notice of any such conversion. Please note that, under current tax law, a conversion of Units between different Unit Classes will not be deemed to be a realisation for the purposes of capital gains taxation.

## 11.6 **Suspension of dealings**

- 11.6.1 The Manager may with the prior agreement of the Trustee, and without delay if the Trustee so requires, at any time temporarily suspend the sale, redemption and switch of Units in a Fund for as long a period as is necessary if it, or the Trustee in the case of any requirement by the Trustee, is of the opinion that due to exceptional circumstances it is in the interests of Unitholders of the relevant Fund.
- 11.6.2 The Manager must immediately inform the FCA of any suspension, stating the reason for its action, and ensure that notice of the suspension is given in writing to Unitholders as soon as practicable after the suspension commences. This notification will provide details of the exceptional circumstance which resulted in the suspension and inform Unitholders where further details of the suspension (including, if known, its likely duration) will be published.
- 11.6.3 During a suspension, while it will not generally be possible to deal in Units, the Manager may agree to accept instructions to deal in Units in which case all instructions to deal which are accepted will be undertaken at the first Valuation Point following the end of the suspension. During the suspension, the Manager will comply with as many of its obligations in relation to valuation and pricing of the Units as is practicable.
- 11.6.4 The Manager and the Trustee must formally review the suspension at least every 28 days and inform the FCA of the result of this review with a view to ending the suspension as soon as practicable after the exceptional circumstances have ceased.
- 11.6.5 The Manager and the Trustee must ensure that the suspension is only allowed to continue for as long as it is justified having regard to the interests of Unitholders.

## 11.7 Restrictions and mandatory redemption or transfer of Units

11.7.1 The Manager may from time to time impose such restrictions as it may think necessary for the purpose of ensuring that no Units are acquired or held by any person in breach of the Trust Deed, the Prospectus, the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory or which would result in the Funds incurring any liability to taxation which the Funds are not able to recoup itself or suffering any other adverse consequence. In this connection, the Manager may, inter alia, reject in its discretion any application for the purchase, redemption, transfer or switching of Units.

11.7.2 If the Manager reasonably believes that any Units of a Fund are owned directly or beneficially in circumstances which:

11.7.2.1 constitute a breach of the law or governmental regulation or rule (or any interpretation of a law or regulation by a competent authority) of any country or territory;

11.7.2.2 may (or may if other Units are acquired or held in like circumstances) result in a Fund incurring any liability to taxation or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory); or

11.7.2.3 may result in Units of a particular Class being acquired or held by any person not falling within the categories of persons (if any) who are permitted to hold Units of such Class,

it may give notice to the holder of such Units requiring him or her to transfer them to a person who is qualified or entitled to own them, or to request in writing the redemption of the Units by the relevant Fund and will, in the case of 11.7.2.1, give notice in writing requesting the redemption of the Units. If in the case of 11.7.2.2 or 11.7.2.3 the holder does not either transfer the Units to a qualified person or establish to the Manager's satisfaction that he or she and any person on whose behalf he or she holds the Units are qualified and entitled to hold and own them, he or she will be deemed on the expiry of a 30-day period to have requested their redemption and the Manager will sell the units and return the proceeds.

11.7.3 The Manager is also able to effect a compulsory redemption or switch of Units where a Unitholder falls below the specified minimum holding (as set out in Section 11.2.14) and a compulsory redemption of Units to meet certain withholding tax requirements.

11.7.4 A Unitholder who becomes aware that he or she is holding or owns Units which are affected in accordance with Section 11.7.2 shall immediately (unless he or she has already received a notice in accordance with Section 11.7.2), either transfer all his or her affected Units to a person qualified to own them or submit a request in writing to the Manager for the redemption of all his or her affected Units. Where a request in writing is given or deemed to be given for the redemption of affected Units, such redemption will (if effected) be effected in the same manner as provided for in the COLL Sourcebook.

## 11.8 Market timing

The Manager has a policy to prevent investments in the Funds which are associated with market timing activities as these may affect the overall interests of Unitholders. The repeated or frequent purchasing and selling of Units in response to short-term market fluctuations is known as "market timing".

The Manager also has a policy to prevent late trading. "Late trading" involves the acceptance of a dealing order received after the Valuation Point of a Fund for that Dealing Day. The Manager's policy is that orders will not be dealt with at the Valuation Point established on that Dealing Day where they have been received by the Manager after that Valuation Point. Late trading does not include a situation where the Manager is satisfied that orders which are received after the Valuation Point have been made by applicants before then, or instance due to technical reasons the transmission of an order has been delayed.

As part of its policy, the Manager may refuse to accept an application to subscribe or redeem Units, or an instruction to switch Funds from persons that they reasonably believe are engaged in market timing or late trading.

#### 11.9 **The Manager dealing as principal**

Where the Manager deals as principal in the Units any profits or losses arising from such transactions shall accrue to the Manager and not a Fund. The Manager does not retain box profits from normal day to day transactions.

#### 11.10 **Publication of prices**

The prices of each Class of Units (save for Class L Units) in each Fund will be published daily on the internet at <http://www.lgim.com/uk/ad/fund-prices/> (Class I Units. Prices for all Units are also available by telephoning 0370 050 0955. The Manager issues and redeems Units in respect of the Fund on a forward pricing basis, not on the basis of the published prices.

### 12 **Valuations**

#### 12.1 **General**

Each Unit in a Fund represents the overall property of the relevant Fund: so for any purpose a valuation of Units of any given Class in a Fund is achieved by valuing the property in that Fund attributable to that Class, less expenses and charges, and dividing that value by the number of Units of the relevant Class in existence.

#### 12.2 **Valuations**

12.2.1 Regular valuations are made in respect of each Fund on each Business Day as at the Valuation Point for that Fund (as set out in Appendix A). The Manager may determine that any Business Day so defined shall not be a Business Day if that day were a holiday on a stock exchange which was the principal market for a significant portion of the Fund's portfolio of securities (namely, its assets other than cash, deposits and short term paper) or was a holiday elsewhere which impeded the calculation of the fair market value of the portfolio.

12.2.2 The calculation of prices of Units commences at the Valuation Point on each Dealing Day. The Manager may carry out additional valuations in accordance with the COLL Sourcebook if it considers it desirable to do so. In particular, an additional valuation may be made if the Manager believes that the value of the Scheme Property has varied by 2% or more from that calculated at the previous valuation. Valuations will not be made during a period of suspension of dealings (as set out in Section 11.6). The Manager is required to notify Unit prices to the Trustee on completion of a valuation.

12.2.3 The property of each Fund is valued on the basis set out in Appendix D in accordance with the Trust Deed.

#### 12.3 **Fair value pricing**

The Manager may apply a fair value price determined in accordance with the COLL Sourcebook if it has reasonable grounds for believing that no reliable price exists for a security

at a Valuation Point or the most recent price available does not reflect the Manager's best estimate of the value at the Valuation Point.

#### 12.4 Allocation of assets and liabilities

Each Fund has credited to it the proceeds of all sales of Units in that Fund, together with the assets in which such proceeds are invested or reinvested and all income, earnings, profits or assets deriving from such investments. All liabilities and expenses attributable to a Fund are charged to it.

#### 12.5 Prices of Units

12.5.1 Each Fund deals on a forward price basis, that is at the price for each Class of Unit in the relevant Fund at the next Valuation Point following receipt of a request to purchase or redeem Units.

12.5.2 Any initial charge or redemption charge, (or SDRT on a specific deal, if applicable) is payable in addition to the price or deducted from the proceeds and is taken from the gross subscription or redemption monies.

#### 12.5.3 Single Swing pricing

Units in each Fund will be issued and redeemed at a single price on each Dealing Day. The price of the Units is calculated by taking the value of the relevant Fund attributable to the relevant Class at the next Valuation Point of the Fund; and dividing the result by the number of Units of the relevant Class in the relevant Fund in issue immediately before the Valuation Point concerned. Each Fund operates Single Swing pricing where the price per Unit may be adjusted on any Dealing Day by way of a Dilution Adjustment.

#### 12.5.4 Dilution Adjustment

12.5.4.1 The Net Asset Value of a Fund is determined from the value midway between the buying and selling prices of the Fund's underlying assets. The actual cost of buying or selling the Fund's underlying assets may be higher or lower than the mid-market value used in calculating the Unit price. This may be, for example, due to dealing charges or dealing at prices other than the mid-market price. There may be a Dilution or reduction in the value of the property of the Fund as a result of the costs of dealing in the underlying investments and of any spread between the buying and selling prices of those investments. In certain circumstances (such as a large number of deals), Dilution may have a material adverse effect on the continuing Unitholders' interest in the Fund; however it is difficult to predict accurately whether Dilution will occur at any point in time.

12.5.4.2 The Manager reserves the right to impose a Dilution Adjustment in the circumstances below. If imposed, the Dilution Adjustment will protect the financial interests of existing and continuing Unitholders. A Dilution Adjustment may be imposed on a purchase or redemption of Units in the following circumstances:

- (i) if on any day, any Fund experiences levels of net subscriptions which are deemed by the Manager to be significant for that Fund, the Manager will adjust the price of Units in that Fund upwards by the Swing Factor;
- (ii) where a Fund is experiencing large levels of net redemptions relative to its size, the price of Units in that Fund will be adjusted downwards by the Swing Factor;

- (iii) where the potential cost to a Fund justifies the application of an adjustment, for example where a large inflow is experienced, relative to a Fund's size; or
- (iv) in any other circumstances where the Manager believes that an adjustment is in the best interests of Unitholders.

12.5.4.3 If the Fund is not experiencing a significant level of net flows as assessed by the Manager (in either direction) then the Fund will price at a mid-price.

12.5.4.4 It is not possible to accurately predict whether a Dilution Adjustment will occur at any point in time or how frequently the Manager will need to impose such an adjustment. The Manager will aggregate all Unitholder deals for a particular Fund on a daily basis. The Manager will consider the net position for the Fund when deciding whether a Dilution Adjustment is to be applied.

12.5.4.5 The Manager will assess the appropriate Swing Factor for each Fund on a periodic basis. The historic Swing Factor for each Fund, where available, is set out at Appendix E as a guide, although these may be adjusted up or down from time to time as decided by the Manager. It is anticipated that the application of a Dilution Adjustment will not be necessary in normal market conditions based on future projections of the Swing Factor.

#### 12.5.5 **General**

12.5.5.1 The Manager's pricing policy is subject to periodic review to ensure that it is applied consistently and fairly.

12.5.5.2 The Manager will, upon completion of each valuation, notify the Trustee of the price of Units of each Class.

12.5.5.3 A request for dealing in Units must be received by the Valuation Point on a particular Dealing Day in order to be processed on that Dealing Day. A dealing request received after this time will be held over and processed on the next Dealing Day, using the value per Unit calculated as at the Valuation Point on that next Dealing Day.

#### 12.6 **Stamp Duty Reserve Tax (SDRT)**

12.6.1 Subscriptions and redemptions of Units are exempt from SDRT.

12.6.2 Sales of Units by one Unitholder to another may trigger SDRT at 0.5% payable by the purchaser. If a Unitholder redeems Units in specie, that is in return for an appropriate value of assets out of a Fund, there will be no SDRT on any underlying UK equities provided the Unitholder receives a proportionate part of each holding. Otherwise the Unitholder will be liable to SDRT at 0.5% on the value of any underlying UK equities transferred.

#### 13 **Transfer of Units**

13.1 A Unitholder is entitled (subject as mentioned below) to transfer Units by an instrument of transfer in any usual or common form or in any other form approved by the Manager. The Manager is not obliged to accept a transfer if it would result in the holder, or the transferee, holding less than the minimum holding of Units of the Class in question. The instrument of transfer, duly stamped if it is required to be stamped, must be lodged with the Registrar for

registration. The transferor remains the holder until the name of the transferee has been entered in the Register.

- 13.2 The Manager or the Registrar may require the payment of such reasonable fee as the Manager and the Trustee may agree for the registration of any grant of probate, letters of administration or any other documents relating to or affecting the title to any Unit.

#### 14 **Distributions and accumulation**

- 14.1 The annual accounting period for each Fund is set out in Appendix A (or another day chosen by the Manager, if the Manager notifies the Trustee, being within seven days of that date). The half-yearly accounting period ends on the day six months before the accounting reference date or another day chosen by the Manager and notified to the Trustee, being within seven days of that date.

- 14.2 In relation to income Units, distributions of income for the Funds will be paid on or before the relevant income allocation date as instructed in each year as set out in Appendix A. Following each accounting date of a Fund, the Manager and the Trustee will agree the income and expenses of the Fund for that period and distribute to Unitholders an appropriate level of gross income commensurate with the investment objective of the Fund. Income is allocated in respect of the income available at each accounting date, except where the income is deemed *de minimis* as agreed by the Trustee and the Manager.

- 14.3 Where accumulation Units are issued, income will become part of the capital property of the Funds and will be reflected in the price of each such accumulation Unit as at the end of the relevant accounting period.

- 14.4 Tax certificates and current valuations will be sent to Unitholders in the Funds at least once in each accounting year. A direct credit or warrant for the amount of any distribution will, where applicable, be sent to the bank account or the registered address and made payable to the order of the Unitholder (or, in the case of joint holders, made payable to all and sent to the registered address of the first named holder on the Register).

- 14.5 The Manager and the Trustee may not distribute income to the extent that they agree that the amount available for distribution is *de minimis*. In such circumstances, any amount not distributed will be held until the next distribution date.

- 14.6 Each Fund is entitled to reclaim any distribution which has been unclaimed for a period of six years from the date payment was due, and such reclaimed distribution shall become part of the capital of the relevant Fund for the benefit of all Unitholders.

#### 14.7 **Determination of distributable income**

The income available for distribution or accumulation in relation to each Fund is determined in accordance with the COLL Sourcebook. Broadly it comprises all sums deemed by the Trustee, after consultation with the Auditor, to be in the nature of income received or receivable for the account of the relevant Fund in respect of the accounting period concerned, after deducting net charges and expenses paid or payable out of such income in respect of the period and adding the Manager's best estimate of any relief from tax on such charges and expenses and making such adjustments as the Manager considers appropriate, after consulting the Auditor in accordance with the COLL Sourcebook, in relation to taxation and other matters. For each Fund, ordinary stock dividends are treated as income for tax purposes and form part of the distribution to Unitholders.

#### 14.8 **Income equalisation**

- 14.8.1 The price of a Unit of a particular Class in a Fund is based on the value of that Class' entitlement including the income of the relevant Fund since the previous distribution or, in the case of accumulation Units, deemed distribution. In the case of the first distribution received or accumulation made in respect of a Unit,

part of the amount, namely the equalisation payment, is a return of capital and is not taxable as income in the hands of the Unitholder.

14.8.2 Equalisation applies only to Units purchased during the relevant accounting period. It is calculated as the average amount of income included in the price of all Units of the Fund concerned issued during the period.

## 15 Fees and expenses

### 15.1 General

Each Fund formed after the date of this Prospectus may bear its own direct establishment costs.

### 15.2 Initial charge

There is no initial charge on the Funds.

### 15.3 Redemption charge

15.3.1 The Manager may make a charge on the redemption of Units in each Class. At present, no redemption charge is levied.

15.3.2 The Manager may only increase or introduce a redemption charge in accordance with the FCA Handbook. Also, if such a charge was introduced, it would not apply to Units issued before the date of the introduction (i.e., those not previously subject to a redemption charge).

### 15.4 Charges on switching

The Manager may impose a charge on switching of Units in each Class. At present, no switching charge is levied

### 15.5 Fund Management Fee

15.5.1 The Manager is entitled to be paid an annual fee for its services in managing each Fund.

15.5.2 This fee is a fixed rate fee and is inclusive of all of the fees and expenses which are paid by the Manager in relation to the operation and administration of each Fund. The fee will be reimbursed as part of a single charge that is deducted from the Scheme Property of each Fund, namely the FMF.

15.5.3 The Investment Manager will bear the costs of the provision of investment research by third parties out of the fee it receives from the Manager for its discretionary investment management and investment advisory services.

### 15.6 Calculation and operation of the FMF

15.6.1 The FMF is calculated as a percentage of the Scheme Property of each Fund and the amount each Unit Class in each Fund will pay will depend on the costs, fees and expenses attributable to each such Unit Class. The FMF accrues on a daily basis by reference to the value of each Fund on the immediately preceding Dealing Day in accordance with the COLL Sourcebook and is payable to the Manager monthly. The current FMF in relation to each Unit Class for each Fund is as set out in Appendix A.

15.6.2 In deducting the FMF at a fixed rate, the Manager is taking upon itself the risk that the market value of a Fund will fall to the extent that the FMF will not fully recompense it for the charges and expenses that the Manager would otherwise be entitled to charge to that Fund. Conversely, the Manager is not accountable

to Unitholders should the aggregate fees generated by the FMF in any period exceed the charges and expenses that the Manager would be entitled to charge under the traditional charging method. The FMF will be allocated to the capital or income account of a Fund as set out in Appendix A.

- 15.6.3 If the FMF is taken from the income of a Fund and the income received by the relevant Fund is insufficient to meet the FMF, then all or some of the FMF may be taken from the capital of a Fund, which may constrain capital growth.

## 15.7 **Changes to the FMF**

- 15.7.1 Should the underlying fees and expenses that make up the FMF reduce or increase, the Manager may change the FMF where it reasonably considers this to be appropriate. The Manager reserves the right to increase or decrease the FMF.

- 15.7.2 In the event of any changes to the FMF the Manager will notify Unitholders in writing in accordance with the FCA's requirements under the COLL Sourcebook. For example:

15.7.2.1 before increasing the FMF, the Manager will give Unitholders at least 60-days prior notice in writing; or

15.7.2.2 when decreasing the FMF, the Manager will give a reasonable period of notice (which may be before or after the decrease in the FMF becomes effective) utilising an appropriate method of communication as specified in the COLL Sourcebook, such as notice on the website and in the next Report and Accounts of the relevant Fund.

## 15.8 **Other payments from the Scheme Property of the Funds**

- 15.8.1 In addition to the FMF, and in accordance with the COLL Sourcebook, the following payments will be made out of the Scheme Property of each Fund:

15.8.1.1 costs of dealing in the Scheme Property of a Fund;

15.8.1.2 interest and charges in respect of permitted borrowings and any charges, costs or expenses incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings;

15.8.1.3 taxation and duties and other fiscal charges or costs and expenses incurred in effecting transactions for a Fund (including costs and expenses incurred in acquiring and disposing of assets, including legal fees and expenses, whether or not the acquisition or disposal is carried out);

15.8.1.4 broker's commission (excluding payment for research);

15.8.1.5 in respect only of Funds launched after 30 October 2021, any costs or expenses incurred in relation to the arbitration, dispute resolution and litigation relating to the defence of the Scheme Property of any such Fund; and

15.8.1.6 any value added or similar tax relating to any charge or expense set out above.

- 15.8.2 Before introducing a new category of costs, charges, fees or expenses which are not currently charged to the Funds, the Manager will seek the approval of an

extraordinary resolution of the relevant Unitholders at an Extraordinary General Meeting.

## 16 Taxation

### 16.1 General

The comments below are of a general nature. They reflect the Manager's understanding of current UK taxation law and HMRC practice and they are subject to changes therein. They do not purport to constitute legal or tax advice. These comments are not exhaustive and Unitholders who are in any doubt as to their tax position or who may be subject to tax in any other jurisdiction should consult their own professional advisers. The basis of taxation may change in the future.

### 16.2 The Funds

16.2.1 The Funds are liable to corporation tax at a rate equal to the basic rate of income tax (currently 20%) on their taxable income net of management expenses (and where interest distributions are paid the amount of such distribution).

16.2.2 Distributions paid by both UK and non-UK companies are generally not subject to corporation tax in the hands of a Fund.

16.2.3 As the Funds are authorised unit trust schemes they are exempt from UK corporation tax on capital gains realised on the disposals of Fund assets that are within the capital gains tax system, as well as on interest-bearing securities and derivative contracts.

### 16.3 The Unitholder

16.3.1 The income tax liability of a UK resident individual depends on whether a dividend distribution or an interest distribution is paid (or retained in the Fund in the case of accumulation Units) as follows:

	<b>Allowances</b>	<b>Basic Rate Taxpayer</b>	<b>Higher Rate Taxpayer</b>	<b>Additional Rate Taxpayer</b>
<b>Dividend Distribution or Accumulation</b>	Dividend Allowance - the first £2,000 is taxed at 0%	7.5% tax due on distribution in excess of the 0% dividend allowance band	32.5% tax due on distribution in excess of the 0% dividend allowance band	38.1% tax due on distribution in excess of the 0% dividend allowance band
<b>Interest Distribution or Accumulation</b>	Personal Savings Allowance (PSA) – the first £1,000 (basic rate taxpayers) or £500 (higher rate taxpayers) is taxed at 0%	20% tax due on distribution in excess of the £1,000 PSA band	40% tax due on distribution in excess of the £500 PSA band	Distribution taxed at 45% - no PSA available

16.3.2 From 6 April 2017, interest distributions paid by a Fund are paid gross (i.e. without income tax being deducted at source). Non-tax paying Unitholders therefore do not need to reclaim tax from HMRC. Unitholders who are individuals resident in the UK for tax purposes will be obliged to include the full amount of the distribution on their tax returns and pay tax accordingly.

- 16.3.3 Unitholders subject to corporation tax will normally receive dividend distributions with an unfranked proportion so as to reflect the nature of the income received by the Fund. The amount of the reclaimable tax credit in relation to the unfranked income will be limited as shown on the tax voucher.
- 16.3.4 The Funds are required to identify accounts maintained for account holders who are tax resident jurisdictions with which the UK has entered into an agreement to automatically exchange tax information and collect and report information such as financial income, account balances and sale proceeds from financial assets to HMRC.
- 16.3.5 The first distribution received after the acquisition of Units will include an amount of equalisation. This is the average of the amount of income included in the price at which the Units were acquired for all incoming Unitholders for the period. It is treated as capital for UK tax purposes and not as income and is deducted from the cost of the Units in computing any capital gain realised on the subsequent disposal of the Units.
- 16.3.6 UK residents may be liable to capital gains tax on gains arising from the sale or disposal of Units. For the 2021/2022 tax year this will be at a rate of 10% for basic rate taxpayers and 20% for higher and additional rate taxpayers. Individuals will have a liability to capital gains tax on the sale or disposal of their Units, if their total capital gains (less relief for any losses) from all sources exceed the capital gains annual exemption applicable for the tax year in which the sale or disposal takes place. The capital gains annual exemption for the 2021/2022 tax year is £12,300.
- 16.3.7 UK corporate taxpayers investing in 'Bond Funds' are required to adopt a fair value accounting policy for these funds for corporation tax purposes. Broadly, 'Bond Funds' are collective investment vehicles which hold 60% or more of their assets, by value, in qualifying investments at any time in the corporate investor's accounting period. Qualifying investments are broadly interest bearing assets or securities. If a Fund ceases to be a 'Bond Fund', then UK corporate taxpayers will need to treat their Unitholdings as loan relationships until the end of their accounting periods in which the Fund changes its status. Each corporate Unitholder should then treat its Unitholding as a new asset acquired at the start of the investor's subsequent accounting period for the Units' issue price at that time.
- 16.3.8 Individual Unitholders who are not resident in the UK in the tax year when they dispose of Units are not liable to UK capital gains tax arising from the sale or disposal of Units, unless their non-residence was temporary and they resume tax residence in the UK within a certain time. In very broad terms, a period of temporary non-residence is a period of non-residence between two periods of UK residence. Any gains which arise in a tax year during which a Unitholder was temporarily non-resident are treated as arising, and therefore potentially taxable, in the year of return. The applicable rules can vary depending on the year of departure from and return to the UK, and Unitholders who may be affected should take professional advice in this regard.
- 16.3.9 Unitholders who are non-UK resident companies are not subject to UK corporation tax on gains arising from the sale or disposal of Units unless they carry on a trade in the UK through a UK permanent establishment.
- 16.3.10 Tax regulations require the Manager to collect certain information about each investor's tax arrangements.
- 16.3.11 If you are a UK resident you authorise the Manager to disclose all relevant information about you and your account to HMRC in connection with your tax responsibilities and in accordance with UK law.

- 16.3.12 If the Manager has reason to believe you are a resident for tax purposes outside of the UK you authorise the Manager to share information about you and your account with HMRC who may share it with relevant tax authorities, as prescribed by law.

#### 16.4 **Exchange between Unit Classes**

An exchange of one Class of Units for another Class of Units (i.e. an exchange of income Units (where available) for accumulation Units and vice versa) will generally not constitute a disposal for the purposes of UK corporation tax on chargeable gains.

#### 16.5 **General**

- 16.5.1 The ISA status of each Fund is set out in Appendix A. Income and capital gains within an ISA are tax free.

- 16.5.2 In the case of accumulation Units, reinvested income is deemed to have been distributed to the Unitholder for the purposes of taxation and a tax voucher will be issued to the Unitholder to provide the appropriate details for their returns.

- 16.5.3 Where a Fund uses derivatives for the purpose of meeting its objective or for Efficient Portfolio Management, it should be noted that while it is expected the majority of derivatives used will be accounted for as capital, this will be determined in the circumstance of each derivative and it is possible some gains will be classified as income and taxed as such. For example if a Fund holds a derivative in relation to a total return product, e.g. FTSE 100 index future, some gains will be treated as capital and some as income.

#### 16.6 **Automatic Exchange of Information**

Following the repeal of the EU Savings Directive a new automatic exchange of information regime has been implemented under Council Directive 2011/16/EU on administrative co-operation in the field of taxation, as amended by Council Directive 2014/107/EU as it applies in the UK from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 December 2020 ("Directive on Administrative Co-operation"). The Directive on Administrative Co-operation, which effectively implements the OECD's common reporting standard on automatic exchange of financial account information in tax matters, requires governments to obtain detailed account information from financial institutions and exchange that information automatically with other jurisdictions annually. The Directive on Administrative Co-operation is, generally, broader in scope than the EU Savings Directive and is likely to apply to the Funds regardless of the composition or asset class of its investments and whether or not the Fund is a UK UCITS.

The Manager is responsible for identifying the territory in which an accountholder or a controlling person is resident for income tax or corporation tax purposes (or similar tax), applying due diligence procedures, keeping information for six years starting from the end of the year in which the arrangements applied to the account and for reporting to HMRC those accounts identified as reportable to a jurisdiction where an exchange of tax information requirement exists set out in the International Tax Compliance Regulations 2015, as amended from time to time.

If a Unitholder does not provide the requisite information for tax reporting purposes, the Manager may deduct the amount of any penalty imposed on it from the Unitholder's account.

#### 16.7 **DAC 6**

Council Directive (EU) 2018/822 (DAC 6) as it applies in the EU, imposes mandatory disclosure requirements on intermediaries and, in certain circumstances, taxpayers effective from 1 July 2020 (albeit with an extension to the reporting timetable of up to six months in some EEA States as a consequence of COVID 19) in respect of reportable cross-border arrangements implemented on or after 25 June 2018. Subject to the implementation of DAC

6 in the relevant EEA States, the Manager, investors in the Fund, or any person that has advised or assisted could be legally obliged to file information in relation to the Trust and its activities with the competent authorities with a view to an automatic exchange of such information with other EEA States. Following the UK's exit from the EU on 31 December 2020, the International Tax Enforcement (Disclosable Arrangements) (Amendment) (No. 2) (EU Exit) Regulations 2020 were introduced, pursuant to which the UK disapplied the majority of the DAC 6 hallmarks, however, in certain circumstances DAC 6 disclosures will need to be made to HMRC.

## 17 Reports and accounts

17.1 The annual report of the Trust will be made available and published within four months from the end of each annual accounting period and the half yearly report within two months of each interim accounting period. The accounting dates are set out in Appendix A hereto.

17.2 Reports are available to any person free of charge on request. Full accounts are available on [www.legalandgeneral.com](http://www.legalandgeneral.com).

## 17.3 Documents of the Fund

17.3.1 The following documents may be inspected during normal Business hours on any Business Day at the offices of the Manager:

17.3.1.1 the Prospectus;

17.3.1.2 the most recent annual and half yearly reports for the Trust; and

17.3.1.3 the Trust Deed (and any amending documents). A fee may be charged for a copy of the Trust Deed.

17.3.2 Copies of the service contracts between the Funds and the Manager will be provided to Unitholders on request. The Manager may make a charge at its discretion for copies of documents (apart from the most recent versions of the Prospectus and annual and half yearly long reports of the Funds which are available free of charge to anyone who requests).

## 17.4 Complaints

17.4.1 Complaints concerning the operation or marketing of the Funds may be referred to the Complaints Manager, Legal & General (Unit Trust Managers) Limited, at the following address Legal & General Investments, Customer Services, PO Box 6080, Wolverhampton, WV1 9RB.

17.4.2 A copy of the Manager's Complaint Handling brochure "What we do" is available to Unitholders on request from this address.

17.4.3 Making a complaint will not prejudice your rights to commence legal proceedings. Further information regarding any compensation scheme or any other investor-compensation scheme of which the Manager or a Fund is a member (including, if relevant, membership through a branch) or any alternative arrangement provided, is available on request.

17.4.4 If the Manager does not resolve a Unitholder's complaint to its satisfaction, the Unitholder is eligible to use the Financial Ombudsman Service, the Unitholder can refer its complaint to; The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

## 17.5 Risk management

The Manager will provide upon the request of a Unitholder further information relating to:

- 17.5.1 the quantitative limits applying in the risk management of any Fund;
- 17.5.2 the methods used in relation to (a) above; and
- 17.5.3 any recent development of the risk and yields of the main categories of investment.

## 17.6 **Non-accountability of profits**

Neither the Manager, the Trustee, the Investment Manager, any of their Associates, nor the Auditors (an “**affected person**”) is liable to account to another affected person or to the Unitholder for any profits or benefits it makes or receives that are made or derived from or in connection with dealing in Units of a Fund, any transactions in Scheme Property of a Fund or the supply of services to the Funds.

## 17.7 **Best execution**

The Manager’s best execution policy sets out the basis upon which the Manager will effect transactions and place orders in relation to a Fund whilst complying with its obligations under the FCA Handbook to obtain the best possible result for the relevant Fund. Details of the best execution policy are available from the Manager on request.

## 18 **Voting**

### 18.1 **Voting rights**

- 18.1.1 Unitholders are entitled to receive notice of meetings and adjourned meetings, and are entitled to vote at such meetings, under the following circumstances:
  - 18.1.1.1 where the Unitholder held Units in the Fund at least seven days before the notice is sent; or
  - 18.1.1.2 in respect of Units which are participating securities (as defined in the Uncertificated Securities Regulations 1995), if the Unitholder held the Units at a time determined by the Manager (and stated in the notice) not more than 48 hours before the time fixed for the meeting;
  - 18.1.1.3 where the Unitholder has registered Units, excluding any persons who are known not to be holders at the time of the meeting.
- 18.1.2 At a meeting each Unitholder’s voting rights are based on the value of their unitholding as a proportion of the total value of the Fund. Where a meeting is for a class of Units, the Unitholder’s voting rights are based on the value of their unitholding as a proportion of the total value of the class.
- 18.1.3 Persons who are entitled to attend a meeting will receive not less than 14 days’ written notification by post.
- 18.1.4 A quorum at a meeting of Unitholders is two Unitholders present in person or by proxy, or in the case of a body corporate by a duly authorised representative, of all the Units in issue. If a quorum is not present, the meeting will be adjourned and at such adjourned meeting one person entitled to be counted in a quorum shall constitute a quorum.
- 18.1.5 At a meeting of Unitholders, on a show of hands every holder who (being an individual) is present in person or, if a corporation, is present by a properly authorised representative, has one vote.

- 18.1.6 On a poll votes may be given personally or by proxy. A Unitholder entitled to more than one vote need not use all their votes or cast all their votes the same way. A vote will be decided on a show of hands unless a poll is demanded by the chairman, the Trustee or by two Unitholders who are present or by proxy. A poll can be demanded before or on the declaration of a show of hands.
- 18.1.7 An instrument appointing a proxy may be in any usual or common form or in any other form approved by the Manager. It should be in writing under the hand of the appointor or his or her attorney or, if the appointor is a corporation, either under the common seal or under the hand of a duly authorised officer or attorney. A person appointed to act as a proxy need not be a holder.
- 18.1.8 A corporation, being a holder, may by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of holders and the person so authorised is entitled to exercise the same powers on behalf of the corporation which he or she represents as the corporation could exercise if it were an individual holder.
- 18.1.9 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority is determined by the order in which the names stand in the Register.
- 18.1.10 The Manager is entitled to attend any meeting but, except in relation to third party Units, is not entitled to vote or be counted in the quorum and any Units it holds are treated as not being in issue for the purpose of such meeting. An Associate of the Manager is entitled to attend any meeting and may be counted in the quorum, but may not vote except in relation to third party Units. For this purpose, third party Units are Units held on behalf of or jointly with a person who, if himself or herself the registered Unitholder, would be entitled to vote, and from whom the Manager or the Associate (as relevant) has received voting instructions.

## 18.2 Powers of a Unitholders' meeting

- 18.2.1 The COLL Sourcebook empowers the Unitholders in general meeting to sanction or require various steps (which may also be subject to FCA approval), including (among other things):
  - 18.2.1.1 changes to certain provisions of the Trust Deed and fundamental changes to this Prospectus; and
  - 18.2.1.2 the removal of the Manager.
- 18.2.2 In certain cases (for example, the approval of changes to the investment objectives of a Fund) an extraordinary resolution by the Unitholders in that Fund, i.e. a resolution notified and proposed as such and passed by a majority of not less than three-quarters of the votes validly cast, is required. Otherwise, any resolution required by the COLL Sourcebook will be passed by a simple majority of the votes validly cast for and against the resolution. In the case of an equality of, or an absence of, votes cast, the chairman is entitled to the casting vote.
- 18.2.3 Where all the Units in the Funds are registered to, or held by, the Manager or its Associates and they are therefore prohibited from voting and a resolution (including an extraordinary resolution) is required to conduct business at a meeting, it shall not be necessary to convene such a meeting and a resolution may, with the prior written agreement of the Trustee, instead be passed with the written consent of Unitholders representing 50% or more, or for an extraordinary resolution 75% or more, of the Units in issue.

18.2.4 Other provisions of the Trust Deed and the Prospectus may be changed by the Manager without the sanction of a Unitholders' meeting in accordance with the COLL Sourcebook.

### 18.3 Requisitions of meetings

18.3.1 The Manager or the Trustee may requisition a general meeting at any time.

18.3.2 Unitholders may also requisition general meetings of the Funds. A requisition by Unitholders must state the objects of the meeting, be dated, be signed by Unitholders who, at the date of the requisition, are registered as holding not less than one tenth in value of all Units then in issue and the requisition must be deposited at the office of the Trustee. The Manager must convene a general meeting no later than eight weeks after receipt of such requisition.

### 18.4 Class rights

The rights attached to a Class of Units may be varied in accordance with the COLL Sourcebook and if fundamental may require the sanction of a resolution passed at a Class meeting of the holders of the Class concerned. The provisions about notice and conduct of meetings summarised above will apply, with the necessary alterations, to Class meetings.

## 19 Risks

Potential investors should consider the risk factors set out at Appendix I before investing in the Funds (or, in the case of specific risks applying to specific Funds, in those Funds).

## 20 Winding up of the Funds

### 20.1 Winding up the Funds

20.1.1 The Funds will not be wound up except in accordance with the COLL Sourcebook.

20.1.2 A Fund is to be wound up if:

20.1.2.1 the order declaring the Fund to be an authorised unit trust scheme is revoked; or

20.1.2.2 an extraordinary resolution is passed winding up the Fund, provided the FCA's prior consent to the resolution has been obtained by the Manager or the Trustee; or

20.1.2.3 in response to a request to the FCA by the Manager or the Trustee for the revocation of the order declaring the Fund to be an authorised unit trust scheme the FCA has agreed, subject to there being no material change in any relevant factor, that, on the conclusion of the winding up of the Fund, the FCA will agree to that request; or

20.1.2.4 a period specified in the Trust Deed of a Fund as the period at the end of which the Funds are to terminate has expired; or

20.1.2.5 an approved scheme of amalgamation or reconstruction becomes effective pursuant to the COLL Sourcebook.

20.1.3 If any of the events set out above occurs the rules in the COLL Sourcebook concerning Dealing, Valuation and Pricing and Investment and Borrowing Powers, will cease to apply. The Trustee shall cease to issue and cancel Units and the Manager will stop redeeming and selling Units.

- 20.1.4 On a winding up (otherwise than in accordance with an approved scheme of amalgamation or reconstruction) the Trustee is required as soon as practicable after a Fund falls to be wound up, to realise the property of the relevant Fund and, after paying thereout or retaining adequate provision for all liabilities properly so payable and retaining provision for the costs of the winding up, to distribute the proceeds of that realisation to the Unitholders and the Manager proportionately to their respective interests in the relevant Fund. The Trustee may, in certain circumstances, (and with the agreement of the affected Unitholders) distribute property of the relevant Fund (rather than the proceeds on the realisation of that property) to Unitholders on a winding-up.
- 20.1.5 Any unclaimed net proceeds or other cash held by the Trustee after the expiration of 12 months from the date on which the same became payable is to be paid by the Trustee into court subject to the Trustee having a right to retain thereout any expenses incurred in making the payment into court.
- 20.1.6 If a Fund is to be wound up in accordance with an approved scheme of amalgamation or reconstruction, the Trustee is required to wind up the relevant Fund in accordance with the resolution of Unitholders approving such scheme.
- 20.1.7 Distributions will only be made to Unitholders entered on the Register. Any net proceeds or cash (including unclaimed distribution payments) held by the Trustee which have not been claimed after 12 months will be paid into court, after the deduction by the Trustee of any expenses it may incur.
- 20.1.8 On completion of the winding up, the Trustee will notify the FCA in writing of that fact and the Trustee or Manager will request the FCA to revoke the order or authorisation.

## 21 Other information

### 21.1 Conflicts of interest

- 21.1.1 The Trustee, the Manager or any Associate of them may (subject to the COLL Sourcebook) hold money on deposit from, lend money to, or engage in stock lending transactions in relation to a Fund, so long as the services concerned are provided on arm's length terms (as set out in the COLL Sourcebook) and in the case of holding money on deposit or lending money the Trustee, Manager or any Associate of them is an Eligible Institution or Approved Bank.
- 21.1.2 The Trustee, the Manager, or any Associate of any of them may sell or deal in the sale of property to a Fund or purchase property from a Fund provided the applicable provisions of the COLL Sourcebook apply and are observed.
- 21.1.3 Subject to compliance with the COLL Sourcebook the Manager may be party to or interested in any contract, arrangement or transaction to which a Fund is a party or in which it is interested.
- 21.1.4 The Trustee, the Manager, or any Associate of any of them will not be liable to account to a Fund or any other person, including the holders of Units or any of them, for any profit or benefit made or derived from or in connection with:
- 21.1.4.1 their acting as agent for a Fund in the sale or purchase of property to or from a Fund; or
  - 21.1.4.2 their part in any transaction or the supply of services permitted by the COLL Sourcebook; or
  - 21.1.4.3 their dealing in property equivalent to any owned by (or dealt in for the account of) a Fund.

21.1.5 Additional specific conflicts of interests related to the Trustee and Depositary are given in Section 6.5.

## 21.2 **Portfolio information**

Portfolio information relating to the top ten holdings in each Fund is available on request from the Manager. The Manager will not issue more detailed information to any customer or other external body unless they can demonstrate a legitimate purpose for receipt and use of that information.

## 21.3 **General**

21.3.1 Unless otherwise expressly provided, terms used in this Prospectus have the meanings used in the COLL Sourcebook.

21.3.2 Applications for the issue and redemption of Units are governed by English law and all communications with a Unitholder or prospective Unitholder shall be made in English.

21.3.3 Unitholders may be entitled to compensation from the Financial Services Compensation Scheme if a Fund cannot meet its obligations. This depends on the type of business and circumstances of the claim. In respect of most types of investment business the first £50,000 is protected in full.

21.3.4 Further information about compensation arrangements is available from the Financial Services Compensation Scheme website [www.fscs.org.uk](http://www.fscs.org.uk).

21.3.5 All documents and remittances are sent at the risk of the Unitholder.

21.3.6 A notice of an applicant's right to cancel the agreement to purchase Units will be forwarded, where this is required by rules made under the Financial Services and Markets Act 2000.

21.3.7 The address for service on the Funds of notices or other documents required or authorised to be served on it is One Coleman Street, London EC2R 5AA, England.

21.3.8 The Funds will send any notice or document to Unitholders at the address held on the Register and in the case of joint Unitholders, to the first mentioned name on the Register.

21.3.9 The Manager has a strategy for determining when and how voting rights attached to ownership of Fund property are to be exercised. A summary of this strategy, together with details of the actions taken on the basis of this strategy is available from the Manager on request.

## 21.4 **Genuine diversity of ownership**

21.4.1 Units in the Funds are and will continue to be widely available. The intended categories of investors are retail investors and institutional investors. Different Unit Classes of a Fund are issued to different types of investors.

21.4.2 Units in the Funds are and will continue to be marketed and made available sufficiently widely to reach the intended categories of investors for each Unit Class, and in a manner appropriate to attract those categories of investors.

## 21.5 **Derivative counterparties and collateral policy**

21.5.1 Derivatives including over the counter derivatives ("**OTCs**") must be based on assets which are themselves admissible or based on an index of such assets or on an official index of retail prices. They should be capable of being readily

closed out. They should be either listed or transacted with an approved counterparty and have a prescribed third party pricing basis.

## 21.5.2 **Counterparty approval**

21.5.2.1 The Manager delegates its counterparty approval to the Investment Manager under the terms of the Investment Management Agreement. The Investment Manager's risk management process policy outlines that each type of counterparty credit risk is based initially on a minimum credit rating (S&P, Moody's, Fitch) as a starting point for the approval and continued use of a counterparty. This credit rating may be different for each type of counterparty and is mandatory for Cash Instruments and Foreign Exchange, but is used as a guide for other trading relationships such as OTCs. The ongoing suitability of each counterparty will be monitored on an ongoing basis by the owner of that counterparty risk for each type of counterparty exposure. The types of counterparties used by the Funds are major European or global financial institutions and tend to be of good credit quality.

21.5.2.2 The Investment Manager will execute OTC Derivatives with bank counterparties on behalf of the Funds. However, before executing any OTC Derivative the Investment Manager requires that the clients must have executed ISDA Agreements (International Swaps and Derivative Association) & Credit Support Annexes (as appropriate) in place with one or more bank counterparties. Details of counterparties are maintained on appropriate trading systems and a list of OTC Derivative counterparties is maintained on a System maintained by the Investment Manager. The presence of the appropriate documentation ensures that each transaction is immediately covered by the collateralisation or margin processes set out in the agreements and provides protection for Funds in the event of a counterparty default.

## 21.5.3 **Collateral policy**

21.5.3.1 The terms of the posting or receipt of collateral are outlined in the Fund's respective Credit Support Annexe (CSA) accompanying the ISDA. As these securities are traded OTC and not on exchange, the Fund or the relevant counterparty has the potential to be exposed in the event of default to each other. If a counterparty is in default (can no longer meet its obligations) and OTC positions are not fully collateralised, the relevant Fund could see a material impact on the Unit price and therefore the Fund's investment return.

21.5.3.2 In order to mitigate this risk, the valuation of the OTC instrument is marked to market on a daily basis and collateral is posted or received if the value of the security differs from the value of the contract. The Investment Manager will transfer or receive assets that are sufficiently liquid, high quality and meet the criteria laid out in the CSA. Assets held tend to be cash, UK, French, US, German Government or Corporate bonds denominated in their domestic currencies with a preference for 0-5 years in maturity, indicating liquidity and less exposure to interest rate risk. The Collateral amount is determined by the maturity and liquidity of the underlying asset. Those bonds used as collateral with longer maturity dates will have lower haircuts,

i.e. more bonds will be required to fully collateralise the OTC position.

## APPENDIX A

### Fund Details

<b>Name:</b>	Legal & General Multi Asset Core 20 Fund
<b>PRN:</b>	918871
<b>Launch date:</b>	4 February 2020
<b>Type of Scheme:</b>	UK UCITS
<b>Investment Objective and Policy:</b>	<p>The objective of the Fund is to provide a combination of growth and income.</p> <p>The Fund will provide exposure to a diversified range of asset classes by investing at least 80% of the value of the Fund in index tracking collective investment schemes operated by the Manager or an Associate. “Core” is included in the name of the Fund as the Investment Manager believes that the index-tracking collective investment schemes in which the Fund will invest represent exposures to the core equity and fixed income markets. For the purposes of this Fund, core equity and fixed income markets are defined as: Asia Pacific, Europe ex-UK, Japan, the United Kingdom, the United States of America and Emerging Markets.</p> <p>Over a 5 year period, the Fund will typically on average invest 20% of the value of the Fund directly or indirectly in shares of companies. At times, that figure may increase or decrease, but is constrained to be within 10% and 30% of the value of the Fund.</p> <p>The asset allocation of the Fund is actively managed and the remaining assets will be invested directly or indirectly in bonds (both corporate and government), money market instruments (such as treasury bills) and permitted deposits. The shares in companies and bonds may represent all economic sectors (including property and infrastructure) and geographical areas (including developed and Emerging Markets). Up to 10% may be invested indirectly in alternative asset classes (such as property or commodities).</p> <p>At times the Fund may be fully invested in collective instrument schemes only. The Investment Manager may also obtain exposures through direct investment.</p> <p>The Investment Manager believes that the diversification afforded by adopting a fund of funds approach should result in a reduced level of risk, since diversification of fund holdings should limit the impact of a single investment or single constituent fund on the Fund as a whole.</p> <p>The Fund may only use derivatives for Efficient Portfolio Management.</p>
<b>Additional Information:</b>	In view of the Fund’s investment in multiple asset classes, the Fund is not managed to a constraining or target benchmark.
<b>Comparator:</b>	<p>FTSE Custom Composite All-World Net Tax (UK UCITS) 20% Actuaries UK Conventional Gilts &lt; 5 Yrs 80%</p> <p>The comparator is selected to broadly reflect the typical asset mix of the Fund.</p> <p>The comparator is a composite made up of:</p> <p>20% FTSE All-World Index</p> <p>80% FTSE Actuaries UK Conventional Gilts up to 5 Years Index</p> <p>The Investment Manager is not bound by the comparator when making their decisions and can invest in assets that are not included in the comparator.</p>

	<p>To assess the performance of the Fund, it may be compared to the return of the comparator.</p> <p>Further information on the FTSE All-World Equity Index is available on:  <a href="https://www.ftserussell.com/products/indices/geisac">https://www.ftserussell.com/products/indices/geisac</a></p> <p>Further information on the FTSE Actuaries UK Conventional Gilts up to 5 Years Index is available on:  <a href="https://www.ftserussell.com/products/indices/gilts">https://www.ftserussell.com/products/indices/gilts</a></p>	
<b>Valuation Point:</b>	3.00pm on each Dealing Day	
<b>ISA Status:</b>	Qualifying investment for stocks and shares ISAs	
<b>Final accounting date:</b>	15 November	
<b>Interim accounting date:</b>	15 May	
<b>Income allocation dates:</b>	15 January, 15 April, 15 July, 15 October	
<b>Type of Units:</b>	Income and Accumulation for all Unit Classes apart from Class L Units which are Accumulation only.	
<b>Pricing:+</b>	Single Swing	
<b>Unit Classes and Charges</b>	<b>Class L Units*</b>	<b>Class I Units</b>
<b>Initial charge:</b>	N/A	N/A
<b>Redemption charge:</b>	Nil	Nil
<b>Fund Management Fee:</b>	0.08%	0.20%
<b>Investment Minima**:</b>	<b>Class L Units*</b>	<b>Class I Units</b>
<b>Initial:</b>	£100,000	£100m
<b>Holding:</b>	N/A	N/A
<b>Top-up:</b>	£20,000	£20,000
<b>Redemption:</b>	N/A	N/A
<b>Allocation of Charges</b>	<b>Capital</b>	<b>Income</b>
	(1)	100%
<b>Portfolio Transactions (SDRT, broker's commission):</b>	100%	No

\* Class L Units are only available to other Legal & General funds and/or companies which have entered into an agreement with the Manager or an affiliate of the Manager.

\*\*The Manager reserves the right to reduce or waive the investment minima.

(1) Charges will be taken from capital if there is insufficient income.

+From 1 December 2020 the pricing for this Fund moved from single quoted swinging dual priced to Single Swing.

**Investor Profile**

The Fund may be suitable for any eligible investors who want to invest for at least five years and are looking for an option that provides the potential for a combination of growth and income, through exposure to a diverse portfolio of bonds, shares in companies, money market instruments, cash, deposits and indirectly to property and alternative asset classes (such as commodities).

**All investors should be aware that they may get back less than they invested.**

<b>Name:</b>	Legal & General Multi Asset Core 45 Fund
<b>PRN:</b>	918872
<b>Launch date:</b>	4 February 2020
<b>Type of Scheme:</b>	UK UCITS
<b>Investment Objective and Policy:</b>	<p>The objective of the Fund is to provide a combination of growth and income.</p> <p>The Fund will provide exposure to a diversified range of asset classes by investing at least 80% of the value of the Fund in index tracking collective investment schemes operated by the Manager or an Associate. "Core" is included in the name of the Fund as the Investment Manager believes that the index-tracking collective investment schemes in which the Fund will invest represent exposures to the core equity and fixed income markets. For the purposes of this Fund, core equity and fixed income markets are defined as: Asia Pacific, Europe ex-UK, Japan, the United Kingdom, the United States of America and Emerging Markets.</p> <p>Over a 5 year period, the Fund will typically on average invest 45% of the value of the Fund directly or indirectly in shares of companies. At times, that figure may increase or decrease, but is constrained to be within 35% and 55% of the value of the Fund.</p> <p>The asset allocation of the Fund is actively managed and the remaining assets will be invested directly or indirectly in bonds (both corporate and government), money market instruments (such as treasury bills) and permitted deposits. The shares in companies and bonds may represent all economic sectors (including property and infrastructure) and geographical areas (including developed and Emerging Markets). Up to 10% may be invested indirectly in alternative asset classes (such as property or commodities).</p> <p>At times the Fund may be fully invested in collective instrument schemes only. The Investment Manager may also obtain exposures through direct investment.</p> <p>The Investment Manager believes that the diversification afforded by adopting a fund of funds approach should result in a reduced level of risk, since diversification of fund holdings should limit the impact of a single investment or single constituent fund on the Fund as a whole.</p> <p>The Fund may only use derivatives for Efficient Portfolio Management.</p>
<b>Additional Information:</b>	In view of the Fund's investment in multiple asset classes, the Fund is not managed to a constraining or target benchmark.
<b>Comparator:</b>	<p>FTSE Custom Composite All-World Net Tax (UK UCITS) 45% Actuaries UK Conventional Gilts &lt; 5 Yrs 55%</p> <p>The comparator is selected to broadly reflect the typical asset mix of the Fund.</p> <p>The comparator is a composite that is made up of:</p> <p>45% FTSE All-World Index</p> <p>55% FTSE Actuaries UK Conventional Gilts up to 5 Years Index</p> <p>The Investment Manager is not bound by the comparator when making their decisions and can invest in assets that are not included in the comparator.</p>

	<p>To assess the performance of the Fund, it may be compared to the return of the comparator.</p> <p>Further information the FTSE All-World Index is available on:  <a href="https://www.ftserussell.com/products/indices/geisac">https://www.ftserussell.com/products/indices/geisac</a></p> <p>Further information on the FTSE Actuaries UK Conventional Gilts up to 5 Years Index is available on:  <a href="https://www.ftserussell.com/products/indices/gilts">https://www.ftserussell.com/products/indices/gilts</a></p>	
<b>Valuation Point:</b>	3.00pm on each Dealing Day	
<b>ISA Status:</b>	Qualifying investment for stocks and shares ISAs	
<b>Final accounting date:</b>	15 November	
<b>Interim accounting date:</b>	15 May	
<b>Income allocation dates:</b>	15 January, 15 April, 15 July, 15 October	
<b>Type of Units:</b>	Income and Accumulation for all Unit Classes apart from Class L Units which are Accumulation only.	
<b>Pricing:+</b>	Single Swing	
<b>Unit Classes and Charges</b>	<b>Class L Units*</b>	<b>Class I Units</b>
<b>Initial charge:</b>	N/A	N/A
<b>Redemption charge:</b>	Nil	Nil
<b>Fund Management Fee:</b>	0.08%	0.20%
<b>Investment Minima**:</b>	<b>Class L Units*</b>	<b>Class I Units</b>
<b>Initial:</b>	£100,000	£100m
<b>Holding:</b>	N/A	N/A
<b>Top-up:</b>	£20,000	£20,000
<b>Redemption:</b>	N/A	N/A
<b>Allocation of Charges</b>	<b>Capital</b>	<b>Income</b>
	(1)	100%
<b>Portfolio Transactions (SDRT, broker's commission):</b>	<b>100%</b>	<b>No</b>

\* Class L Units are only available to other Legal & General funds and/or companies which have entered into an agreement with the Manager or an affiliate of the Manager.

\*\*The Manager reserves the right to reduce or waive the investment minima.

(1) Charges will be taken from capital if there is insufficient income.

+From 1 December 2020 the pricing for this Fund moved from single quoted swinging dual priced to Single Swing.

**Investor Profile**

The Fund may be suitable for any eligible investors who want to invest for at least five years and are looking for an option that provides the potential for a combination of growth and income, through exposure to a diverse portfolio of bonds, shares in companies, money market instruments, cash, deposits and indirectly to property and alternative asset classes (such as commodities).

**All investors should be aware that they may get back less than they invested.**

<b>Name:</b>	Legal & General Multi Asset Core 75 Fund
<b>PRN:</b>	918873
<b>Launch date:</b>	4 February 2020
<b>Type of Scheme:</b>	UK UCITS
<b>Investment Objective and Policy:</b>	<p>The objective of the Fund is to provide a combination of growth and income.</p> <p>The Fund will provide exposure to a diversified range of asset classes by investing at least 80% of the value of the Fund in index tracking collective investment schemes operated by the Manager or an Associate. "Core" is included in the name of the Fund as the Investment Manager believes that the index-tracking collective investment schemes in which the Fund will invest represent exposures to the core equity and fixed income markets. For the purposes of this Fund, core equity and fixed income markets are defined as: Asia Pacific, Europe ex-UK, Japan, the United Kingdom, the United States of America and Emerging Markets.</p> <p>Over a 5 year period, the Fund will typically on average invest 75% of the value of the Fund directly or indirectly in shares of companies. At times, that figure may increase or decrease, but is constrained to be within 65% and 85% of the value of the Fund.</p> <p>The asset allocation of the Fund is actively managed and the remaining assets will be invested directly or indirectly in bonds (both corporate and government), money market instruments (such as treasury bills) and permitted deposits. The shares in companies and bonds may represent all economic sectors (including property and infrastructure) and geographical areas (including developed and Emerging Markets). Up to 10% may be invested indirectly in alternative asset classes (such as property or commodities).</p> <p>At times the Fund may be fully invested in collective instrument schemes only. The Investment Manager may also obtain exposures through direct investment.</p> <p>The Investment Manager believes that the diversification afforded by adopting a fund of funds approach should result in a reduced level of risk, since diversification of fund holdings should limit the impact of a single investment or single constituent fund on the Fund as a whole.</p> <p>The Fund may only use derivatives for Efficient Portfolio Management.</p>
<b>Additional Information:</b>	In view of the Fund's investment in multiple asset classes, the Fund is not managed to a constraining or target benchmark.
<b>Comparator:</b>	<p>FTSE Custom Composite All-World Net Tax (UK UCITS) 75% Actuaries UK Conventional Gilts &lt; 5 Yrs 25%</p> <p>The comparator is selected to broadly reflect the typical asset mix of the Fund.</p> <p>The comparator is a composite that is made up of:</p> <p>75% FTSE All-World Index</p> <p>25% FTSE Actuaries UK Conventional Gilts up to 5 Years Index</p> <p>The Investment Manager is not bound by the comparator when making their decisions and can invest in assets that are not included in the comparator.</p> <p>To assess the performance of the Fund, it may be compared to the return of the comparator.</p>

	Further information the FTSE All World Index is available on: <a href="https://www.ftserussell.com/products/indices/geisac">https://www.ftserussell.com/products/indices/geisac</a>	
	Further information on the FTSE Actuaries UK Conventional Gilts up to 5 Years Index is available on: <a href="https://www.ftserussell.com/products/indices/gilts">https://www.ftserussell.com/products/indices/gilts</a>	
<b>Valuation Point:</b>	3.00pm on each Dealing Day	
<b>ISA Status:</b>	Qualifying investment for stocks and shares ISAs	
<b>Final accounting date:</b>	15 November	
<b>Interim accounting date:</b>	15 May	
<b>Income allocation dates:</b>	15 January, 15 April, 15 July, 15 October	
<b>Type of Units:</b>	Income and Accumulation for all Unit Classes apart from Class L Units which are Accumulation only.	
<b>Pricing:+</b>	Single Swing	
<b>Unit Classes and Charges</b>	<b>Class L Units*</b>	<b>Class I Units</b>
<b>Initial charge:</b>	N/A	N/A
<b>Redemption charge:</b>	Nil	Nil
<b>Fund Management Fee:</b>	0.08%	0.20%
<b>Investment Minima**</b>	<b>Class L Units*</b>	<b>Class I Units</b>
<b>Initial:</b>	£100,000	£100m
<b>Holding:</b>	N/A	N/A
<b>Top-up:</b>	£20,000	£20,000
<b>Redemption:</b>	N/A	N/A
<b>Allocation of Charges</b>	<b>Capital</b>	<b>Income</b>
	(1)	100%
<b>Portfolio Transactions (SDRT, broker's commission):</b>	100%	No

\* Class L Units are only available to other Legal & General funds and/or companies which have entered into an agreement with the Manager or an affiliate of the Manager.

\*\*The Manager reserves the right to reduce or waive the investment minima.

(1) Charges will be taken from capital if there is insufficient income.

+From 1 December 2020 the pricing for this Fund moved from single quoted swinging dual priced to Single Swing.

**Investor Profile**

The Fund may be suitable for any eligible investors who want to invest for at least five years and are looking for an option that provides the potential for a combination of growth and income, through exposure to a diverse portfolio of bonds, shares in companies, money market instruments, cash, deposits and indirectly to property and alternative asset classes (such as commodities).

**All investors should be aware that they may get back less than they invested.**

<b>Name:</b>	Legal & General Future World Sustainable Global Equity Focus Fund
<b>PRN:</b>	964153
<b>Launch date</b>	13 December 2021
<b>Type of Scheme:</b>	UK UCITS
<b>Investment Objective and Policy:</b>	<p>The objective of the Fund is to achieve a total return in excess of the MSCI World Net Total Return Index (the “<b>Benchmark Index</b>”), after the deduction of charges and measured over rolling 3-5 year periods. Please note, invested capital is at risk and there is no guarantee that this will be attained over any time period.</p> <p>The Fund seeks to achieve this objective by investing at least 90% in shares of companies. The Investment Manager will invest in companies that it considers to offer sustainable investment opportunities through their contribution towards the United Nations Sustainable Development Goals (“<b>UN SDGs</b>”).</p> <p>The Investment Manager conducts stock-specific analysis, both prior to making an investment and on an on-going basis to assess a company’s contribution to the UN SDGs and environmental, social and governance (“<b>ESG</b>”) profile.</p> <p>The Investment Manager will invest in companies that it considers contribute to one or more of the UN SDGs. To assess a company’s contribution to the UN SDGs the Investment Manager makes a qualitative assessment, taking into consideration the positive and negative impact that a company has from its products, solutions and/or services and business practices. The Fund may invest across all of the UN SDGs and the overall contribution to each of the UN SDGs may vary based on available investment opportunities.</p> <p>The Investment Manager will also take into consideration a company’s ESG profile as part of its active assessment. To assess a company’s ESG profile, the Investment Manager will use its proprietary ESG research tool. The ESG research tool incorporates quantitative inputs including the Investment Manager’s proprietary ESG scores and data from third parties. The ESG score is one component in the overall active assessment of a company. The Investment Manager will build on the ESG score by making a qualitative assessment to determine whether it believes a company can maintain or positively improve its ESG profile. This qualitative assessment includes insights from company analysis and the Investment Manager’s engagement with companies.</p> <p>The Investment Manager will take into consideration a company’s current and future trajectory of carbon emission intensity in the overall ESG profile of a company. This is achieved by measuring the carbon emission intensity for each company in the Fund using a third party data source and considering the overall carbon emission intensity of the Fund relative to the Benchmark Index.</p> <p>The Investment Manager will actively invest in companies that it believes will maintain or improve their ESG profiles. If, during the life of an investment, a company’s ESG profile declines, taking into consideration factors such as the ESG score and qualitative assessment, the Investment Manager may actively engage with that company.</p> <p>The Investment Manager may actively engage with companies on specific ESG issues and to drive improvement in a company’s ESG profile. The Investment Manager may formulate an engagement strategy with regards to an ESG issue and will track and review the progress of the company during the process. This active engagement may be conducted by the Investment Manager and/or in collaboration with industry peers and broader stakeholders.</p> <p>If, following a reasonable timeframe, engagement does not result in an improvement in the ESG issues identified, then the Investment Manager may disinvest from that company.</p> <p>In addition, the Fund will not actively invest in companies:</p>

	<ol style="list-style-type: none"> <li>1. in accordance with the Investment Manager’s climate impact pledge (the “<b>Climate Impact Pledge</b>”). A summary of the Climate Impact Pledge is available at: <a href="https://www.lgim.com/uk/en/responsible-investing/climate-impact-pledge/">https://www.lgim.com/uk/en/responsible-investing/climate-impact-pledge/</a></li> <li>2. in accordance with the L&amp;G Future World Protection List in order to encourage strong governance and sustainable strategies. A summary of the L&amp;G Future World Protection List Methodology is available at: <a href="https://documentlibrary.lgim.com/documentlibrary/literature.html?cid=74448&amp;lib=55074">https://documentlibrary.lgim.com/documentlibrary/literature.html?cid=74448&amp;lib=55074</a>; and</li> <li>3. which derive any revenue from nuclear weapons, firearms, gambling or more than 5% of their revenues from the production of tobacco or alcohol.</li> </ol> <p>The Investment Manager will disinvest in a reasonable timeframe from companies which subsequently become part of the above exclusion list following investment.</p> <p>The Fund is actively managed, and the Investment Manager will use its discretion to select companies, sectors, and the geographical exposure of the Fund’s holdings on a global basis, including the emerging markets.</p> <p>The Fund’s portfolio is concentrated. Over a market cycle (typically 3 to 5 years), the Fund will comprise on average 30 to 50 companies and is therefore ‘focused’ when compared to a broad investment universe. The Fund may also hold units in collective investment schemes, other transferable securities (including convertible securities, preferred securities, warrants, participatory notes, permitted deposits and depositary receipts), cash and near cash, and Money Market Instruments, taking into account the Investment Managers sustainability criteria.</p> <p>In addition to investing directly in the instruments listed above, the Fund may, in limited circumstances, invest in financial derivatives for efficient portfolio management (including currency hedging) or for investment purposes. The financial derivative instruments in which the Fund may invest include the following:</p> <ol style="list-style-type: none"> <li>(i) spot and forward contracts, which may be used by the Fund to gain exposure to an investment or for hedging purposes, including forward foreign exchange contracts (which allow the Fund to fix a price at which an investment may be purchased or sold in the future); and</li> <li>(ii) exchange traded futures and options on equity markets (which allow the Fund to hedge against market risk or gain exposure to underlying equity).</li> </ol>
<p><b>Additional Information:</b></p>	<p>The Future World funds are an extension of the Investment Manager’s existing approach to ESG investing, expanded across a broad range of asset classes and strategies, with a global reach.</p> <p>The Investment Manager invests in companies that contribute to one or more of the UN SDGs. There are 17 UN SDGs which were adopted by the United Nations in 2015 and each UN SDG sets objectives to help end poverty and protect the planet by 2030. When taking into consideration all the companies the Fund invests into, in aggregate the Fund may contribute to some, but not all, of the 17 UN SDGs. The Funds exposure to each of the 17 UN SDGs may vary over time. Information on each of the 17 UN SDGs, can be found at: <a href="https://sdgs.un.org/goals">https://sdgs.un.org/goals</a>. The UN SDGs may change over time.</p> <p>Further information on the fund can also be found at: <a href="https://fundcentres.lgim.com/uk/en/fund-centre/">https://fundcentres.lgim.com/uk/en/fund-centre/</a>.</p>
<p><b>Additional Information on the Benchmark:</b></p>	<p>Further information on the Benchmark Index is available on:</p> <p><a href="https://www.msci.com">https://www.msci.com</a></p> <p>This Benchmark Index is a target benchmark as a target performance has been set for the Fund by reference to the Benchmark Index.</p>

	<p>This Benchmark Index is selected to be representative of global stock markets.</p> <p>The Investment Manager is not bound by the Benchmark Index when making their decisions and can invest in assets that are not included in the Benchmark Index.</p> <p>The degree to which the composition of the Fund's portfolio may deviate from the Benchmark Index may be significant and will vary over time. The Fund's performance may be meaningfully different from that of the Benchmark Index.</p> <p>The Benchmark Index is not aligned with the sustainable investment objective of the Fund; it is used for carbon intensity comparison purposes and not for portfolio construction.</p>		
<b>Comparator</b>	<p>IA Global Equities Sector.</p> <p>The comparator is selected to be broadly representative of other funds that are classified in the same IA sector.</p> <p>The Investment Manager is not bound by the comparator when making their decisions and can invest in assets that are not included in the comparator.</p> <p>To assess the performance of the Fund, it may be compared to the average return of the IA Global Equities Sector.</p> <p>Further information on the comparator is available on: <a href="https://www.theia.org/industry-data/fund-sectors/definitions">https://www.theia.org/industry-data/fund-sectors/definitions</a></p>		
<b>Valuation Point:</b>	3.00pm on each Dealing Day		
<b>ISA Status:</b>	Qualifying investment for stocks and shares ISAs		
<b>Final accounting date:</b>	15 November		
<b>Interim accounting date:</b>	15 May		
<b>Income allocation dates:</b>	15 July, 15 January		
<b>Type of Units:</b>	Income and Accumulation for all Unit Classes apart from Class L units which are currently Accumulation only.		
<b>Pricing:+</b>	Single Swing		
<b>Unit Classes and Charges</b>	<b>Class I Units</b>	<b>Class C Units*</b>	<b>Class L Units**</b>
<b>Initial charge:</b>	N/A	N/A	N/A
<b>Redemption charge:</b>	Nil	Nil	Nil
<b>Fund Management Fee:</b>	0.55%	0.40%	0.05%
<b>Investment Minima***:</b>	<b>Class I Units</b>	<b>Class C Units*</b>	<b>Class L Units**</b>
<b>Lump sum</b>	£1,000,000	£20,000,000	£100,000

<b>Holding:</b>	N/A	N/A	£500
<b>Top-up:</b>	£20,000	£20,000	N/A
<b>Redemption:</b>	N/A	N/A	N/A
<b>Allocation of Charges:</b>	<b>Capital</b>		<b>Income</b>
<b>Fund Management Fee:</b>	(1)		100%(1)
<b>Portfolio Transactions (SDRT, broker's commission):</b>	100%		No

*\*Class C Units are only available to distributors or other institutional investors who actively market and distribute such Units (or whom the Manager believes intend to do so) and to whom the Manager has confirmed by letter that they meet the criteria for investment in such Units.*

*\*\* Class L Units are only available to other Legal & General funds and/or companies which have entered into an agreement with the Manager or an affiliate of the Manager.*

*\*\*\*The Manager reserves the right to reduce or waive the above investment minima.*

*(1) Charges will be taken from capital if there is insufficient income.*

### **Investor Profile**

The Fund may be suitable for any eligible investors who want to invest for between three and five years and are looking for an option that provides the potential for capital growth and income by investing in companies that demonstrate good environmental, social and governance efforts from a portfolio of shares in global companies.

**All investors should be aware that they may get back less than they invested.**

## APPENDIX B

### Investment and Borrowing Powers

The Manager may exercise in respect of the Funds the full authority and powers permitted by the COLL Sourcebook for an authorised unit trust which is a UK UCITS (as defined in the FCA Handbook) subject to its stated investment objective and policy and the restrictions stated in this Prospectus.

#### 1 General

- 1.1 From time to time and in particular during periods of uncertain or volatile markets, the Manager may choose to hold all of the property of a Fund in money-market instruments and/or cash deposits, where permitted. From time to time, as a result of a corporate action, a Fund may hold investments that would not normally be permitted by this Prospectus. These holdings will be sold or transferred as soon as reasonably practical.
- 1.2 The Manager must ensure that, taking account of the investment objective and policy of a Fund, the Scheme property of that Fund aims to provide a prudent spread of risk.
- 1.3 Where the COLL Sourcebook allows a transaction to be entered into or an investment to be retained only (for example, investment in nil and partly paid securities and the general power to accept or underwrite) if possible obligations arising out of the investment transactions or out of the retention would not cause any breach of any limits in the COLL Sourcebook, it must be assumed that the maximum possible liability of a Fund under any other of those rules has also to be provided for.
- 1.4 Where the COLL Sourcebook permits an investment transaction to be entered into or an investment to be retained only if that investment transaction, or the retention, or other similar transactions, are covered:
  - 1.4.1 it must be assumed that in applying any of those rules, a Fund must also simultaneously satisfy any other obligation relating to cover; and
  - 1.4.2 no element of cover must be used more than once.
- 1.5 It is envisaged that a Fund will normally be fully invested but there may be times that it is appropriate not to be fully invested when the Manager reasonably regards this as necessary in order to enable the redemption of Units, efficient management of the Fund or any one purpose which may reasonably be regarded as ancillary to the investment objectives of the Fund.
- 1.6 A potential breach of any of these limits does not prevent the exercise of rights conferred by investments held by a Fund but, in the event of a consequent breach, the Manager must then take such steps as are necessary to restore compliance with the investment limits as soon as practicable having regard to the interests of Unitholders.

#### 2 UK UCITS – general

- 2.1 The property of a Fund must, subject to its investment objective and policy and except where otherwise provided in the COLL Sourcebook or this Appendix B only consist of any or all of:
  - 2.1.1 transferable securities;
  - 2.1.2 approved money market instruments;
  - 2.1.3 permitted derivatives and forward transactions;
  - 2.1.4 cash and/or permitted deposits; and
  - 2.1.5 permitted units in collective investment schemes.

- 2.2 All of the Funds are permitted to invest in approved money market instruments or permitted deposits referred to at paragraphs 2.1.2 and 2.1.4.
- 2.3 It is not intended that a Fund will have an interest in any immovable property or tangible movable property.
- 2.4 Transferable securities and approved money market instruments held within a Fund must (subject to paragraph 2.5) be admitted to or dealt in/on an eligible market as described in paragraph 7.
- 2.5 The requirements on spread and investment in government and public securities do not apply until the expiry of a period of six months after the date of effect of the authorisation order in respect of a Fund (or on which the initial offer commenced if later) provided that the requirement to maintain prudent spread of risk is complied with.

### **3 Investment in transferable securities**

- 3.1 A Fund may invest in a transferable security only to the extent that the transferable security fulfils the following criteria:
  - 3.1.1 the potential loss which a Fund may incur with respect to holding the transferable security is limited to the amount paid for it;
  - 3.1.2 its liquidity does not compromise the ability of the Manager to comply with its obligation to redeem Units at the request of any qualifying Unitholder under the COLL Sourcebook;
  - 3.1.3 reliable valuation is available for it as follows:
    - 3.1.3.1 in the case of a transferable security admitted to or dealt in/on an eligible market, where there are accurate, reliable and regular prices which are either market prices or prices made available by valuation systems independent from issuers;
    - 3.1.3.2 in the case of a transferable security not admitted to or dealt in/on an eligible market, where there is a valuation on a periodic basis which is derived from information from the issuer of the transferable security or from competent investment research;
  - 3.1.4 appropriate information is available for it as follows:
    - 3.1.4.1 in the case of a transferable security admitted to or dealt in/on an eligible market, where there is regular, accurate and comprehensive information available to the market on the transferable security or, where relevant, on the portfolio of the transferable security;
    - 3.1.4.2 in the case of a transferable security not admitted to or dealt in/on an eligible market, where there is regular and accurate information available to the Manager on the transferable security or, where relevant, on the portfolio of the transferable security;
  - 3.1.5 it is negotiable; and
  - 3.1.6 its risks are adequately captured by the risk management process of the Manager.

- 3.2 Unless there is information available to the Manager that would lead to a different determination, a transferable security which is admitted to or dealt in/on an eligible market shall be presumed:
- 3.2.1 not to compromise the ability of the Manager to comply with its obligation to redeem Units at the request of any qualifying Unitholder; and
  - 3.2.2 to be negotiable.
- 3.3 An investment is not a transferable security if the title to it cannot be transferred, or can be transferred only with the consent of a third party.
- 3.4 In applying paragraph 3.3 to an investment which is issued by a body corporate, and which is a share or a debenture the need for any consent on the part of the body corporate or any members or debenture holders of it may be ignored.
- 3.5 An investment is not a transferable security unless the liability of the holder of it to contribute to the debts of the issuer is limited to any amount for the time being unpaid by the holder of it in respect of the investment.

#### **4 Closed end funds constituting transferable securities**

- 4.1 A unit in a closed end fund shall be taken to be a transferable security for the purposes of investment by the scheme, provided it fulfils the criteria for transferable securities set out in paragraph 3, and either:
- 4.1.1 where the closed end fund is constituted as an investment company or a unit trust:
    - 4.1.1.1 it is subject to corporate governance mechanisms applied to companies; and
    - 4.1.1.2 where another person carries out asset management activity on its behalf, that person is subject to national regulation for the purpose of investor protection; or
  - 4.1.2 where the closed end fund is constituted under the law of contract:
    - 4.1.2.1 it is subject to corporate governance mechanisms equivalent to those applied to companies; and
    - 4.1.2.2 it is managed by a person who is subject to national regulation for the purpose of investor protection.

#### **5 Transferable securities linked to other assets**

- 5.1 A Fund may invest in any other investment which shall be taken to be a transferable security for the purposes of investment by the Fund provided the investment:
- 5.1.1 fulfils the criteria for transferable securities set out in paragraph 3; and
  - 5.1.2 is backed by or linked to the performance of other assets, which may differ from those in which the Fund can invest.
- 5.2 Where an investment in paragraph 5 contains an embedded derivative component, the requirements of this Appendix B with respect to derivatives and forwards will apply to that component.

#### **6 Investment in approved money market instruments**

- 6.1 A Fund may invest in an approved money market instrument. An approved money market instrument is a money-market instrument which is normally dealt in/on the money market, is liquid and has a value which can be accurately determined at any time.
- 6.2 A money-market instrument shall be regarded as normally dealt in/on the money market if it has a maturity at issuance of up to and including 397 days, or has a residual maturity of up to and including 397 days, or undergoes regular yield adjustments in line with money market conditions at least every 397 days; or has a risk profile, including credit and interest rate risks, corresponding to that of an instrument which has a maturity as set out in this paragraph or is subject to yield adjustments as set out in this paragraph.
- 6.3 A money-market instrument shall be regarded as liquid if it can be sold at limited cost in an adequately short time frame, taking into account the obligation of the Manager to redeem Units at the request of any qualifying Unitholder.
- 6.4 A money-market instrument shall be regarded as having a value which can be accurately determined at any time if accurate and reliable valuations systems, which fulfil the following criteria, are available:
- 6.4.1 enabling the Manager to calculate a Net Asset Value in accordance with the value at which the instrument held in the portfolio could be exchanged between knowledgeable willing parties in an arm's length transaction; and
  - 6.4.2 based either on market data or on valuation models including systems based on amortised costs.
- 6.5 A money-market instrument that is normally dealt in/on the money market and is admitted to or dealt in/on an eligible market shall be presumed to be liquid and have a value which can be accurately determined at any time unless there is information available to the Manager that would lead to a different determination.
- 6.6 Approved money market instruments must be of high quality.
- 6.7 In determining whether approved money-market instruments are high quality the authorised Manager must take into account a range of factors including, but not limited to:
- 6.7.1 the credit quality of the instrument; an instrument will be considered not to be high quality unless it is an approved money-market instrument which has been awarded one of the two highest available short-term credit ratings by each recognised credit rating agency that has rated the instrument or, if the instrument is not rated, it is of an equivalent quality as determined by the Manager's internal rating process; or
  - 6.7.2 the nature of the asset class represented by the instrument;
  - 6.7.3 for structured financial instruments, the operational risk and counterparty risk inherent within the structured financial transaction; and
  - 6.7.4 the liquidity profile.

## **7 Admission to eligible markets**

- 7.1 A Fund may invest in transferable securities and approved money-market instruments provided they are:
- 7.1.1 admitted to or dealt in/on a regulated market within the meaning of the FCA Handbook;
  - 7.1.2 dealt in/on a market established in the UK or an EEA State which is regulated, operates regularly and is open to the public;

- 7.1.3 admitted to or dealt in/on a market which the Manager and the Trustee determine to be appropriate, the market is included in the list of eligible markets in Appendix C and the Trustee has taken reasonable care to determine that adequate custody arrangements can be provided for the investment dealt in/on that market and all reasonable steps have been taken by the Manager in deciding whether that market is eligible;
  - 7.1.4 for an approved money-market instrument not admitted to or dealt in/on an eligible market where the issue or the issuer is regulated for the purpose of protecting investors and savings and the instrument is issued or guaranteed in accordance with the COLL Sourcebook; or
  - 7.1.5 recently issued transferable securities provided that the terms of issue include an undertaking that application will be made to be admitted to an eligible market and the admission is secured within a year of issue.
- 7.2 A Fund may invest no more than 10% of its property in transferable securities and approved money-market instruments other than those referred to above, but there is no limit on the value of the property of a Fund which may consist of transferable securities and approved money-market instruments referred to above.

## **8 Collective investment schemes**

- 8.1 A Fund may invest in units or shares in other collective investment schemes (“**Second Scheme**”) to the extent described below provided that Second Scheme satisfies the conditions:
- 8.1.1 up to 10% of the value of Scheme Property may be invested in Second Schemes;
  - 8.1.2 provided that the Second Scheme satisfies the conditions in paragraph 8.2 and paragraph 8.3; and
  - 8.1.3 provided that no more than 30% of the value of the Scheme Property is invested in Second Schemes within 8.2.1.2 to 8.2.1.5.
- 8.2 In order for its units or shares to be a permitted investment of a Fund:
- 8.2.1 the Second Scheme must be:
    - 8.2.1.1 a UK UCITS or satisfy the conditions necessary for it to enjoy the rights conferred by the UCITS Directive as implemented in the EEA; or
    - 8.2.1.2 a recognised scheme that is authorised by the supervisory authorities of Guernsey, Jersey or the Isle of Man (provided the requirements of COLL 5.2.13AR are met); or
    - 8.2.1.3 authorised as a non-UK UCITS retail scheme (provided the requirements of COLL 5.2.13AR(1), (3) and (4) are met); or
    - 8.2.1.4 authorised in an EEA State provided the requirements of COLL 5.2.13AR are met.
    - 8.2.1.5 authorised by the competent authority of an OECD member country (other than an EEA State) which has:
      - (i) signed the IOSCO Multilateral Memorandum of Understanding; and

- (ii) approved the Second Scheme's management company, rules and depositary/custody arrangements.

(provided the requirements of COLL 5.2.13AR are met).

8.2.2 The requirements of COLL 5.2.13AR referred to above in Section 8.2.1 are that:

8.2.2.1 the Second Scheme is an undertaking:

- (i) with the sole object of collective investment in transferable securities or in other liquid financial assets, of capital raised from the public and which operate on the principle of risk-spreading; and
- (ii) with units which are, at the request of holders, repurchased or redeemed, directly or indirectly, out of those undertakings' assets (action taken by a scheme to ensure that the price of its units on an investment exchange does not significantly vary from their Net Asset Value shall be regarded as equivalent to such repurchase or redemption);

8.2.2.2 the Second Scheme is authorised under laws which provide that they are subject to supervision considered by the FCA to be equivalent to that laid down in the law of the UK, and that cooperation between the FCA and the supervisory authorities of the Second Scheme is sufficiently ensured;

8.2.2.3 the level of protection for unitholders in the Second Scheme is equivalent to that provided for unitholders in a UK UCITS, and in particular that the rules on asset segregation, borrowing, lending, and uncovered sales of transferable securities and approved money market instruments are equivalent to the requirements of this chapter; and

8.2.2.4 the business of the Second Scheme is reported in half-yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period.

8.2.3 The Second Scheme must have terms which prohibit more than 10% in value of the Scheme Property consisting of units in collective investment schemes.

8.2.4 Where the Second Scheme is an umbrella, the provisions in this paragraph 8 apply to each sub-fund as if it were a separate scheme.

8.3 Investment may only be made in other collective investment schemes managed by the Manager or an Associate if the Fund's Prospectus clearly states that it may enter into such investments and the rules on double charging contained in the COLL Sourcebook are complied with.

8.4 A Fund may, subject to the limits set out in paragraph 8.1 above, invest in collective investment schemes managed or operated by, or whose authorised corporate director is, the Manager of the scheme or one of its Associates.

## **9 Spread - general**

9.1 The following Section does not apply to government and public securities.

- 9.2 For the purposes of this requirement companies included in the same group for the purposes of consolidated accounts as defined in accordance with s.399 of the Companies Act 2006, Directive 2103/34/EU or in the same group in accordance with international accounting standards are regarded as a single body.
- 9.3 A Fund may invest no more than 5% of its Scheme Property in transferable securities or approved money-market instruments issued by the same body, this limit is extended to 10% provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.
- 9.4 Not more than 20% in value of a Fund may consist of transferable securities and approved money-market instruments issued by the same group.
- 9.5 Not more than 20% in value of a Fund may consist of a combination of two or more of the following: (i) transferable securities or approved money-market instruments issued by; (ii) or deposits made with; (iii) or exposures from OTC derivatives transactions made with, a single body.

## 10 Spread - government and public securities

- 10.1 The following applies to government and public securities issued by:
- 10.1.1 the UK or an EEA State;
  - 10.1.2 a local authority of the UK or an EEA State;
  - 10.1.3 a non-EEA State; or
  - 10.1.4 a public international body to which the UK or one or more EEA States belong (“such securities”).
- 10.2 Where no more than 35% in value of the Scheme Property is invested in such securities issued by any one body, there is no limit on the amount which may be invested in such securities or in any one issue.
- 10.3 A Fund may invest more than 35% in value of the Scheme Property in such securities issued by any one body provided that before any such investment is made, the Manager has consulted with the Trustee and as a result considers that:
- 10.3.1 the issuer of such securities is one which is appropriate in accordance with the investment objectives of the authorised Fund;
  - 10.3.2 no more than 30% in value of the Scheme Property consists of such securities of any one issue;
  - 10.3.3 the Scheme Property includes such securities issued by that or another issuer, of at least six different issues; and
  - 10.3.4 the disclosures required by the FCA Handbook have been made.

Currently, the Legal & General Multi Asset Core 20 Fund, Legal & General Multi Asset Core 45 Fund, the Legal & General Multi Asset Core 75 Fund and the Legal & General Future World Sustainable Global Equity Focus Fund do not invest more than 35% in value of Scheme Property in such securities.

- 10.4 In relation to such securities:
- 10.4.1 issue, issued and issuer include guarantee, guaranteed and guarantor; and

- 10.4.2 an issue differs from another if there is a difference as to repayment date, rate of interest, guarantor or other material terms of the issue.
- 10.5 Notwithstanding paragraph 9.1, in applying the 20% limit in paragraph 9.5 with respect to a single body, government and public securities issued by that body shall be taken into account.
- 11 Significant Influences**
- 11.1 A Fund as a whole is not permitted to hold more than 20% of the voting share capital of a body corporate.
- 12 Concentration**
- 12.1 A Fund shall not acquire:
- 12.1.1 transferable securities (other than debt securities) which do not carry a right to vote on any matter at a general meeting of the body corporate that issued them, and represent more than 10% of those securities issued by that body corporate;
- 12.1.2 more than 10% of the debt securities issued by any single body;
- 12.1.3 more than 25% of the units or shares of a collective investment scheme; and
- 12.1.4 more than 10% of the money market instruments issued by any single body.
- 13 Underwriting**
- Subject to the provisions of the COLL Sourcebook, including as to covering the exposure, a Fund's powers to invest in transferable securities may be used for the purpose of entering into underwriting, sub-underwriting and placing agreements in respect of certain transferable securities.
- 14 Warrants**
- Many warrants are denominated in US Dollars or Swiss Francs so an element of risk in these currencies may be imported into a Fund.
- 15 Nil or partly paid securities**
- A transferable security or an approved money market instrument on which any sum is unpaid falls within a power of investment only if it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by a Fund, at the time when payment is required, without contravening the COLL Sourcebook.
- 16 Risk management**
- 16.1 The Manager uses a risk management process, enabling it to monitor and measure at any time the risk of a Fund's positions and their contribution to the overall risk profile of a Fund.
- 16.2 The following details of the risk management process must be regularly notified by the Manager to the FCA and at least on an annual basis:
- 16.2.1 a true and fair view of the types of derivatives and forward transactions to be used within a Fund together with their underlying risks and any relevant quantitative limits; and
- 16.2.2 the methods for estimating risks in derivative and forward transactions.
- 17 Investments in deposits**

17.1 A Fund may invest in deposits only with an Approved Bank and which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months.

17.2 Apart from the use of cash in paragraph 18, the Funds will not invest in deposits.

## **18 Cash and near cash**

18.1 The Manager may at its discretion and as considered appropriate retain liquid funds in a Fund at any time. This cash will be held in pursuit of a Fund's objectives or to facilitate the redemption of Units, efficient management of a Fund in accordance with its objectives or any other purposes which may reasonably be regarded as ancillary to the objectives of a Fund.

## **19 Borrowing**

19.1 Subject to the COLL Sourcebook, a Fund may borrow to meet redemption and settlement mismatches, although it is not expected that significant use will be made of borrowing. Such borrowing may only be made from an Eligible Institution or Approved Bank and must be on a temporary basis only; must not be persistent, no period of borrowing may exceed three months without the prior consent of the Trustee (which may only give such consent on conditions as appear to the Trustee appropriate to ensure that the borrowing does not cease to be on a temporary basis). Borrowing must not, on any Business Day, exceed 10% of the value of the property of a Fund.

19.2 The above provisions on borrowing do not apply to "back to back" borrowing for Efficient Portfolio Management purposes, being an arrangement under which an amount of currency is borrowed from an eligible institution and an amount in another currency at least equal to the amount of currency borrowed is kept on deposit with the lender (or his or her agent or nominee).

## **20 Derivatives and forward contracts**

Subject to the COLL Sourcebook and the provisions below a Fund may enter into derivatives or forward contracts.

20.1 Pursuant to the COLL Sourcebook the Manager may enter into a transaction for a Fund which is:

20.1.1 a permitted transaction; and

20.1.2 fully covered in accordance with the COLL Sourcebook.

20.2 Permitted transactions are derivatives transactions. A derivatives transaction must be:

20.2.1 in an approved derivative (i.e. one which is traded or dealt in/on an eligible derivatives market (as set out in Appendix C)) and effected on or under the rules of an eligible derivatives market; or

20.2.2 one which complies with the provisions in the COLL Sourcebook regarding "over-the-counter" ("**OTC**") derivatives, which requires:

20.2.2.1 that the counterparty to the transaction must be an Eligible Institution; or an Approved Bank; or a person whose permission (including any requirements or limitations), as published in the FCA register or whose Home State authorisation, permits it to enter into the transaction as principal off exchange;

20.2.2.2 that the transaction is on approved terms, the terms of the transaction are only approved if the Manager:

- (i) carries out, at least daily, a reliable and verifiable valuation in respect of that transaction corresponding to its fair value (being the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction) and which does not rely only on market quotations by the counterparty; and
- (ii) can enter into one or more further transactions to sell, liquidate or close out that transaction at any time, at its fair value; and

20.2.2.3 that the transaction is capable of reliable valuation; a transaction in derivatives is capable of reliable valuation only if the Manager having taken reasonable care determines that, throughout the life of the derivative (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy:

- (i) on the basis of an up-to-date market value which the Manager and the Trustee have agreed is reliable; or
- (ii) if the value referred to in (i) is not available, on the basis of a pricing model which the Manager and the Trustee have agreed uses an adequate recognised methodology; and

20.2.2.4 subject to verifiable valuation; a transaction in derivatives is subject to verifiable valuation only if, throughout the life of the derivative (if the transaction is entered into) verification of the valuation is carried out by:

- (i) an appropriate third party which is independent from the counterparty of the derivative, at an adequate frequency and in such a way that the Manager is able to check it; or
- (ii) a department within the Manager which is independent from the department in charge of managing the Scheme Property and which is adequately equipped for such a purpose.

20.3 Eligible derivatives markets consist of any derivatives market which the Manager considers appropriate after consultation with the Trustee, subject to the COLL Sourcebook. The eligible derivatives markets for a Fund are as set out in Appendix C.

20.4 A transaction in a derivative must not cause a Fund to diverge from its investment objectives stated in its Trust Deed and the most recently published version of this Prospectus.

20.5 A derivatives or forward transaction which would or could lead to delivery of property to the Trustee may be entered into only if such property can be held by a Fund and the Manager reasonably believes that delivery of the property pursuant to the transaction will not lead to a breach of the COLL Sourcebook.

20.6 Transactions may only be entered into if the maximum potential exposure created by the transaction, in terms of the principal or notional principal of the derivative, does not exceed the Net Asset Value of the Scheme Property and their global exposure to the underlying assets does not exceed the investment limit laid down in the COLL Sourcebook.

20.7 Global exposure within a Fund is a measure of the potential loss to the Fund from the use of derivative instruments. This is calculated using the Commitment Approach. All of the Funds use the Commitment Approach.

The Commitment Approach converts derivatives into the equivalent position in the underlying asset using the conversion methods set out in CESR Guidelines 10-788 and thereby measures the incremental exposure provided by derivatives, after all appropriate netting or hedging positions have been removed.

Where a Fund uses the Commitment Approach, transactions may only be entered into if the commitment exposure created by the transactions, in terms of the principal or notional principal of the derivative, does not exceed the Net Asset Value of the Scheme Property and their global exposure to the underlying assets does not exceed the investment limit laid down in the COLL Sourcebook.

20.8 A Fund may not undertake transactions in commodity derivatives.

20.9 Derivatives and forward transactions may also be used where they are reasonably believed by the Manager to be economically appropriate to the EPM of a Fund.

20.10 The purpose of EPM is to achieve reduction of risk and/or reduction of cost and/or the generation of additional capital or income with a risk level which is consistent with the risk profile of a Fund and the risk diversification rules in the COLL Sourcebook. The purpose must relate to the property of a Fund, property (whether precisely identified or not) which is to be or is proposed to be acquired for a Fund and anticipated cash receipts of a Fund, if due to be received and likely to be so within/one month.

20.11 To be economically appropriate to the EPM of a Fund, the Manager must reasonably believe that:

20.11.1 for transactions undertaken to reduce risk or cost (or both), the transaction (alone or in combination) will diminish a risk or cost of a kind or level which it is sensible to reduce;

20.11.2 the transaction will generate additional capital or income with a risk level which is consistent with the risk profile of the Fund and the risk diversification rules laid down in the COLL Sourcebook.

20.11.3 where, for example, the Manager wishes to achieve a switch in exposure, he or she may do so, rather than through sale and purchase of property of a Fund, by use of derivatives (a technique commonly called "tactical asset allocation") if the transactions concerned reasonably appear to him or her to be economically appropriate to the EPM of a Fund and to diminish a risk or cost of a kind or level which it is sensible to reduce. Where the transaction relates to the actual or potential acquisition of transferable securities, then the Manager must intend that a Fund should invest in transferable securities within a reasonable time; and it must thereafter ensure that, unless the position has itself been closed out, that intention is realised within that reasonable time.

20.12 The exposure to any one counterparty in an OTC derivative transaction must not exceed 5% in value of the property of a Fund; this limit is raised to 10% where the counterparty is an Approved Bank. When calculating exposure, the Manager must use the positive mark-to-market value of the OTC derivative positions of a Fund with the same counterparty provided they are able to legally enforce netting agreements with the counterparty on behalf of a Fund. The exposure in respect of an OTC derivative may be reduced to the extent that collateral is held provided that it is sufficiently liquid so that it can be sold quickly at a price that is close to its pre-sale valuation.

20.13 A Fund may invest in derivatives and forward contracts as long as the exposure to a Fund resulting from those transactions is suitably covered by its property. Exposure will include

any initial outlay in respect of that transaction. Global exposure within the Fund is measured using the Commitment Approach which converts derivatives into the equivalent position in the underlying assets and thereby measures the incremental exposure provided by derivatives, after all appropriate netting or hedging positions have been removed. The Manager considers that the risk profile of a Fund is not adversely affected by the use of derivatives.

In summary, the use of derivatives for EPM is not likely to affect the volatility or risk profile of a Fund. The use of derivatives for the purposes of pursuing the investment objectives of a Fund may affect the volatility or risk profile of a Fund, although that is not the Manager's intention.

Transactions may be effected in which the Manager has, either directly or indirectly, an interest that may potentially involve a conflict of its obligation to a Fund. Where a conflict cannot be avoided, the Manager will have regard to its fiduciary responsibility to act in the best interests of a Fund and its investors. The Manager will ensure that investors are treated fairly and that such transactions are effected on terms which are not less favourable to a Fund than if the potential conflict had not existed.

Operational costs and fees arising from EPM techniques and/or the use of derivatives are paid for by a Fund. The identity of the entities to which operational costs and fees are paid will be disclosed in the annual report.

A Fund may receive cash, high quality government bonds and equities to the extent deemed necessary by the Investment Manager in respect of over-the-counter derivative transactions for a Fund, provided however that such collateral must comply with the requirements of the FCA and paragraph 23 below.

A documented haircut policy is in place for a Fund detailing the policy in respect of each class of assets received and which takes into account the characteristics of the assets and the results of any stress tests conducted as required. Any re-investment of cash collateral shall be diversified in accordance with the requirements of the FCA. Re-invested cash collateral exposes a Fund to certain risks such as the risk of a failure or default of the issuer of the relevant security in which the cash collateral has been invested. Investors should consult Appendix I for information on counterparty risk and credit risk in this regard.

- 20.14 For all Funds, derivative transactions will be used for the purposes of Efficient Portfolio Management and hedging and their use is not expected to affect the risk profile of the Funds.

## **21 Treatment of collateral**

- 21.1 Collateral is adequate for the purposes of this paragraph 23 only if it is:

21.1.1 transferred to the Trustee or its agent;

21.1.2 at least equal in value, at the time of the transfer to the Trustee, to the value of the securities transferred by the Trustee; and

21.1.3 in the form of one or more of:

21.1.3.1 cash; or

21.1.3.2 a certificate of deposit; or

21.1.3.3 a letter of credit; or

21.1.3.4 a readily realisable security ; or

21.1.3.5 commercial paper with no embedded derivative content; or

21.1.3.6 a qualifying money market fund.

- 21.2 Where the collateral is invested in units in a qualifying money market fund managed or operated by (or, for an ICVC, whose authorised corporate director is) the Manager or an Associate, the conditions in paragraph 8.3 must be complied with.
- 21.3 Collateral is sufficiently immediate for the purposes of this paragraph 23 if:
- 21.3.1 it is transferred before or at the time of the transfer of the securities by the Trustee; or
- 21.3.2 the Trustee takes reasonable care to determine at the time referred to in paragraph 23.3.1 that it will be transferred at the latest by the close of business on the day of the transfer.
- 21.4 The Trustee must ensure that the value of the collateral at all times is at least equal to the value of the securities transferred by the Trustee.
- 21.5 The duty in paragraph 23.4 may be regarded as satisfied in respect of collateral the validity of which is about to expire or has expired where the Trustee takes reasonable care to determine that sufficient collateral will again be transferred at the latest by the close of business on the day of expiry.
- 21.6 Any agreement for transfer at a future date of securities or of collateral (or of the equivalent of either) under this paragraph 23 may be regarded, for the purposes of valuation and pricing of a Fund or this Appendix B, as an unconditional agreement for the sale or transfer of property, whether or not the property is part of the property of a Fund.
- 21.7 Collateral transferred to the Trustee is part of the Scheme Property for the purposes of the rules in the COLL Sourcebook, except in the following respects:
- 21.7.1 it does not fall to be included in any calculation of NAV or this Appendix B, because it is offset under paragraph 23.6 by an obligation to transfer; and
- 21.7.2 it does not count as Scheme Property for any purpose of this Appendix B other than this paragraph.
- 21.8 Paragraphs 23.6 and 23.7.1 not apply to any valuation of collateral itself for the purposes of this paragraph.

## **22 Restrictions on lending of money**

- 22.1 None of the money in the Scheme Property of a Fund may be lent and, for the purposes of this prohibition, money is lent by a Fund if it is paid to a person (“**the payee**”) on the basis that it should be repaid, whether or not by the payee.
- 22.2 Acquiring a debenture is not lending for the purposes of paragraph 24.1; nor is the placing of money on deposit or in a current account.

## **23 Restrictions on lending of property other than money**

- 23.1 The Scheme Property of a Fund other than money must not be lent by way of deposit or otherwise.
- 23.2 Transactions permitted by paragraph 28 are not lending for the purposes of paragraph 25.1.
- 23.3 The Scheme Property of a Fund must not be mortgaged.

## **24 General power to accept or underwrite placings**

- 24.1 Any power in the COLL Sourcebook to invest in transferable securities may be used for the purpose of entering into transactions to which this paragraph applies, subject to compliance with any restriction in the Instrument.
- 24.2 This Section applies, subject to paragraph 26.3, to any agreement or understanding:
- 24.2.1 which is an underwriting or sub-underwriting agreement; or
  - 24.2.2 which contemplates that securities will or may be issued or subscribed for or acquired for the account of a Fund.
- 24.3 Paragraph 26.2 does not apply to:
- 24.3.1 an option; or
  - 24.3.2 a purchase of a transferable security which confers a right:
    - 24.3.2.1 to subscribe for or acquire a transferable security; or
    - 24.3.2.2 to convert one transferable security into another.
- 24.4 The exposure of a Fund to agreements and understandings within paragraph 26.2 must, on any Business Day:
- 24.4.1 be covered in accordance with the requirements of paragraph 22.1.2; and
  - 24.4.2 be such that, if all possible obligations arising under them had immediately to be met in full, there would be no breach of any limit in the COLL Sourcebook.

## **25 Guarantees and indemnities**

- 25.1 The Trustee for the account of a Fund must not provide any guarantee or indemnity in respect of the obligation of any person.
- 25.2 None of the Scheme Property of a Fund may be used to discharge any obligation arising under a guarantee or indemnity with respect to the obligation of any person.
- 25.3 Paragraphs 27.1 and 27.2 do not apply in respect of a Fund to:
- 25.3.1 any indemnity or guarantee given for margin requirements where the derivatives or forward transactions are being used in accordance with the COLL Sourcebook;
  - 25.3.2 an indemnity falling within the provisions of regulation 62(3) (Exemptions from liability to be void) of the Treasury Regulations;
  - 25.3.3 an indemnity (other than any provision in it which is void under regulation 62 of the Treasury Regulations) given to the Trustee against any liability incurred by it as a consequence of the safekeeping of any of the Scheme Property by it or by anyone retained by it to assist it to perform its function of the safekeeping of the Scheme Property; and
  - 25.3.4** an indemnity given to a person winding up a Fund if the indemnity is given for the purposes of arrangements by which the whole or part of the property of that Fund becomes the first property of the Fund and the holders of units in that Fund become the first Unitholders in the Fund.

## **26 Stock lending**

- 26.1 None of the Funds currently intend to enter into repo contracts or stock lending transactions.

- 26.2 The Manager may request the Trustee to enter into stock lending transactions or a repo contract in respect of a Fund. However, the purpose of the stock lending transaction must be for the generation of capital or income for the Fund with no, or an acceptably low degree of risk.
- 26.3 Any stock lending arrangements or repo entered into must be of the kind described in section 263 B of the Taxation of Chargeable Gains Act 1992 (without extension by section 263 C), but only if:
- 26.3.1 all the terms of the agreement under which securities are to be reacquired by the Trustee for the account of the Fund are in a form which is acceptable to the Trustee and are in accordance with good market practice;
  - 26.3.2 the counterparty is:
    - 26.3.2.1 an authorised person; or
    - 26.3.2.2 a person authorised by a Home State regulator; or
    - 26.3.2.3 a person registered as a broker-dealer with the Securities and Exchange Commission of the United States of America; or
    - 26.3.2.4 a bank, or a branch of a bank, supervised and authorised to deal in investments as principal, with respect to OTC derivatives by at least one of the following federal banking supervisory authorities of the United States of America: the Office of the Comptroller of the Currency; the Federal Deposit Insurance Corporation; the Board of Governors of the Federal Reserve System; and the Office of Thrift Supervision; and
  - 26.3.3 collateral is obtained to secure the obligation of the counterparty under the terms referred to in paragraph 28.3.1 and the collateral is:
    - 26.3.3.1 acceptable to the Trustee;
    - 26.3.3.2 adequate; and
    - 26.3.3.3 sufficiently immediate.
- 26.4 The counterparty for the purpose of paragraph 28.3.2 is the person who is obliged under the agreement referred to in paragraph 28.3.1 to transfer to the Trustee the securities transferred by the Trustee under the stock lending arrangement or securities of the same kind.
- 26.5 Paragraph 28.3.7 does not apply to a stock lending transaction made through Euroclear Bank SA/NV's Securities Lending and Borrowing Programme.

## APPENDIX C

### Eligible Securities Markets and Derivative Markets

Subject to its investment objective and policy, all of the Funds may deal through securities and derivatives markets established in the UK or an EEA State on which transferable securities admitted to official listing in the UK or an EEA State are dealt in or traded and therefore these markets are not specifically listed below.

Each Fund may also deal through the securities markets and derivatives markets indicated below.

	<b>Legal &amp; General Multi Asset Core 20 Fund</b>	<b>Legal &amp; General Multi Asset Core 45 Fund</b>	<b>Legal &amp; General Multi Asset Core 75 Fund</b>	<b>Legal &amp; General Future World Sustainable Global Equity Focus Fund</b>
<b>Australian Securities Exchange (ASX)</b>	✓	✓	✓	✓
<b>Borsa Istanbul</b>				✓
<b>Chicago Board of Trade</b>	✓	✓	✓	✓
<b>Chicago Mercantile Exchange</b>	✓	✓	✓	✓
<b>Hong Kong Exchanges &amp; Clearing Co</b>	✓	✓	✓	✓
<b>Indonesian Stock Exchange</b>				✓
<b>International Capital Market Association</b>				✓
<b>Istanbul Stock Exchange</b>				✓
<b>JSE Securities Exchange</b>				✓
<b>Korea Exchange</b>				✓
<b>Montreal Exchange</b>	✓	✓	✓	✓
<b>NASDAQ</b>	✓	✓	✓	✓
<b>NASDAQ QMX</b>	✓	✓	✓	✓

	Legal & General Multi Asset Core 20 Fund	Legal & General Multi Asset Core 45 Fund	Legal & General Multi Asset Core 75 Fund	Legal & General Future World Sustainable Global Equity Focus Fund
National Stock Exchange of India	✓	✓	✓	✓
New York Futures Exchange				✓
New York Stock Exchange				✓
NZX				✓
Singapore Exchange				✓
Shanghai Stock Exchange (SSE)				✓
Shenzhen Stock Exchange (SZSE)				✓
SIX Swiss Exchange	✓	✓	✓	✓
TMX Group (Toronto)	✓	✓	✓	✓
Taiwan Stock Exchange				✓
Tokyo Stock Exchange	✓	✓	✓	✓

## APPENDIX D

### Valuation

The value of the property of a Fund shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions.

- 1 All the property of a Fund (including receivables) is to be included, subject to the following provisions.
- 2 Property which is not cash (or other assets dealt with in paragraphs 3 and 4 below) shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:
  - 2.1 units or shares in a collective investment scheme:
    - 2.1.1 if a single price for buying and selling units or shares is quoted, at that price; or
    - 2.1.2 if separate buying and selling prices are quoted, at the average of the two prices provided the buying price has been reduced by any initial charge included therein and the selling price has been increased by any exit or redemption charge attributable thereto; or
    - 2.1.3 if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a value which, in the opinion of the Manager, is fair and reasonable;
  - 2.2 exchange-traded derivative contracts:
    - 2.2.1 if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price; or
    - 2.2.2 if separate buying and selling prices are quoted, at the average of the two prices;
  - 2.3 over-the-counter derivative contracts shall be valued in accordance with the method of valuation as shall have been agreed between the Manager and the Trustee;
  - 2.4 any other investment:
    - 2.4.1 if a single price for buying and selling the security is quoted, at that price; or
    - 2.4.2 if separate buying and selling prices are quoted, at the average of the two prices; or
    - 2.4.3 if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if the most recent price available does not reflect the Manager's best estimate of the value, at a value which, in the opinion of the Manager, is fair and reasonable; and
  - 2.5 property other than that described in paragraphs 2.1 to 2.4 above: at a value which, in the opinion of the Manager, represents a fair and reasonable mid-market price.
- 3 Cash and amounts held in current, deposit and margin accounts and in other time-related deposits shall be valued at their nominal values.
- 4 In determining the value of the property of a Fund, all instructions given to issue or cancel units shall be assumed (unless the contrary is shown) to have been carried out and any cash payment made or received and all consequential action required by the FCA Handbook or the relevant Trust Deed shall be assumed (unless the contrary has been shown) to have been taken.
- 5 Subject to paragraphs 6 and 7 below, agreements for the unconditional sale or purchase of property which are in existence but uncompleted shall be assumed to have been completed and all consequential action required to have been taken. Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and, in the opinion of the Manager, their omission shall not materially affect the final net asset amount.

- 6 Futures or contracts for differences which are not yet due to be performed and unexpired and unexercised written or purchased options shall not be included under paragraph 5.
- 7 All agreements are to be included under paragraph 5 which are, or ought reasonably to have been, known to the person valuing the property assuming that all other persons in the Manager's employment take all reasonable steps to inform it immediately of the making of any agreement.
- 8 Deduct an estimated amount for anticipated tax liabilities (on unrealised capital gains where the liabilities have accrued and are payable out of the property of a Fund; on realised capital gains in respect of previously completed and current accounting periods; and on income where liabilities have accrued) including (as applicable and without limitation) capital gains tax, income tax, corporation tax, value added tax, stamp duty and stamp duty reserve tax.
- 9 Deduct an estimated amount for any liabilities payable out of the Scheme Property and any tax thereon treating periodic items as accruing from day to day.
- 10 Deduct the principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings.
- 11 Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.
- 12 Add any other credits or amounts due to be paid into the property of a Fund.
- 13 Add a sum representing any interest or any income accrued due or deemed to have accrued but not received and any stamp duty reserve tax provision anticipated to be received.
- 14 Currencies or values in currencies other than the base currency or (as the case may be) the designated currency of a Fund shall be converted at the relevant Valuation Point at a rate of exchange that is not likely to result in any material prejudice to the interests of Unitholders or potential Unitholders.

## APPENDIX E

### Past Performance Information

The performance data below has been calculated on a bid to bid basis in Sterling, with income reinvested. The performance data does not take into account any initial charge.

The following table shows the past performance of the Class I Acc unit for each relevant Fund and its target or constraining benchmark for each of the five consecutive 12 month periods (or as many as possible since launch if applicable).

The figures for each Fund show performance after the deduction of charges.

**Please note that past performance is not an indication of future performance.**

Fund Name	30/06/20- 30/06/21 (%)
Legal & General Multi-Asset Core 20 Fund	4.31
Legal & General Multi-Asset Core 45 Fund	10.50
Legal & General Multi-Asset Core 75 Fund	17.25

Data source - Lipper

Notes:

1. **The Legal & General Future World Sustainable Global Equity Focus Fund does not yet have 12 months performance and as such there is no past performance data currently available.**

## APPENDIX F

### OTHER SCHEMES MANAGED BY THE MANAGER

- 1 The following is a complete list of all Unit Trust Schemes offered and managed by the Manager. Details can be requested by the Manager.

Legal & General All Stocks Gilt Index Trust  
Legal & General All Stocks Index Linked Gilt  
Legal & General Asian Income Trust  
Legal & General Cash Trust  
Legal & General Distribution Trust  
Legal & General Dynamic Bond Fund  
Legal & General Emerging Markets Government Bond (Local Currency) Index Fund  
Legal & General Emerging Markets Government Bond (US\$) Index Fund  
Legal & General European Equity Income Fund  
Legal & General European Index Trust  
Legal & General European Trust  
Legal & General Fixed Interest Trust  
Legal & General Future World Climate Change Equity Factors Index Fund  
Legal & General Global 100 Index Trust  
Legal & General Global Emerging Markets Index Fund  
Legal & General Global Equity Index Fund  
Legal & General Global Health And Pharmaceuticals Index Trust  
Legal & General Global Inflation Linked Bond Index Fund  
Legal & General Global Infrastructure Index Fund  
Legal & General Global Real Estate Dividend Index Fund  
Legal & General Global Technology Index Trust  
Legal & General Growth Trust  
Legal & General High Income Trust  
Legal & General International Index Trust  
Legal & General Japan Index Trust  
Legal & General Managed Monthly Income Trust  
Legal & General Mixed Investment 0-20% Fund  
Legal & General Mixed Investment 0-35% Fund  
Legal & General Mixed Investment 20-60% Fund  
Legal & General Mixed Investment 40-85% Fund  
Legal & General Mixed Investment Income 0-35% Fund  
Legal & General Mixed Investment Income 20-60% Fund  
Legal & General Msci World Socially Responsible Investment (SRI) Index Fund  
Legal & General Multi-Asset Target Return Fund  
Legal & General Multi-Index Funds  
Legal & General Pacific Index Trust  
Legal & General Real Capital Builder Fund  
Legal & General Short Dated Sterling Corporate Bond Index Fund  
Legal & General Sterling Corporate Bond Index Fund  
Legal & General Sterling Income Fund  
Legal & General UK 350 Index Fund  
Legal & General UK Equity Income Fund  
Legal & General UK Index Trust  
Legal & General UK Mid Cap Index Fund  
Legal & General UK Property Feeder Fund  
Legal & General UK Select Equity Fund  
Legal & General UK Smaller Companies Trust  
Legal & General UK Special Situations Trust  
Legal & General UK 100 Index Trust  
Legal & General Unit Trust Managers I  
Legal & General Unit Trust Managers II  
Legal & General Unit Trust Managers III

Legal & General US Index Trust  
Legal & General Worldwide Trust  
Legal & General (N) Tracker Trust

- 2 The Manager is the authorised corporate director of the Legal & General Investment Funds ICVC and the Legal & General Investment Management Funds ICVC.
- 3 The Manager is the authorised contractual scheme manager of the co-ownership scheme, Legal & General Authorised Contractual Scheme.
- 4 The Manager also operates the following unregulated collective investment scheme, which is not available to the general public: Charities Aid Foundation UK Equitrack Fund.

## APPENDIX G

### Sub-custodians

Country	Sub-custodian	Sub-delegates
Argentina	Citibank N.A., Buenos Aires Branch	
Australia	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Australia Limited
Austria	UniCredit Bank Austria AG	
Bangladesh	Standard Chartered Bank	
Belgium	The Northern Trust Company	
Bosnia and Herzegovina (Federation of Bosnia-Herzegovina)	Raiffeisen Bank International AG	Raiffeisen Bank Bosnia DD BiH
Bosnia and Herzegovina (Republic of Srpska)	Raiffeisen Bank International AG	Raiffeisen Bank Bosnia DD BiH
Botswana	Standard Chartered Bank Botswana Limited	
Brazil	Citibank N.A., Brazilian Branch	Citibank Distribuidora de Titulos e Valores Mobiliarios S.A ("DTVM")
Bulgaria	Citibank Europe plc, Bulgaria Branch	
Canada	The Northern Trust Company, Canada	
Canada*	Royal Bank of Canada	
Chile	Citibank N.A.	Banco de Chile
China B Share	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (China) Company Limited
Clearstream	Clearstream Banking S.A.,	
Colombia	Cititrust Columbia S.A. Sociedad Fiduciaria	
Costa Rica	Banco Nacional de Costa Rica	
Côte d'Ivoire	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Cote d'Ivoire SA
Croatia	UniCredit Bank Austria AG	Zagrebacka Banka d.d.
Cyprus	Citibank Europe PLC	
Czech Republic	UniCredit Bank Czech Republic and Slovenia, a.s.	
Denmark	Nordea Bank Abp	
Egypt	Citibank N.A., Cairo Branch	

Estonia	Swedbank AS	
Eswatini (formerly Swaziland)	Standard Bank Swaziland Ltd	
Finland	Nordea Bank Abp	
France	The Northern Trust Company	
Germany	The Northern Trust Company	
Ghana	Standard Chartered Bank Ghana Limited	
Greece	Citibank Europe PLC	
Hong Kong	The Hongkong and Shanghai Banking Corporation Limited	
Hong Kong (Stock and Bond Connect)	The Hongkong and Shanghai Banking Corporation Limited	
Hungary	UniCredit Bank Hungary Zrt.	
Iceland	Landsbankinn hf	
India	Citibank N.A.	
Indonesia	Standard Chartered Bank	
Ireland	Euroclear Bank S.A./N.V.	
Israel	Bank Leumi Le-Israel B.M.	
Italy	Citibank Europe plc	
Japan	The Hongkong and Shanghai Banking Corporation Limited	
Jordan	Standard Chartered Bank	
Kazakhstan	Citibank Kazakhstan JSC	
Kenya	Standard Chartered Bank Kenya Limited	
Kuwait	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
Latvia	Swedbank AS	
Lithuania	AB SEB bankas	
Luxembourg	Euroclear Bank S.A./N.V.	
Malaysia	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Malaysia Berhad
Mauritius	The Hongkong and Shanghai Banking Corporation Limited	

Mexico	Banco Nacional de Mexico S.A. integrante del Grupo Financiero Banamex	
Morocco	Société Générale Marocaine de Banques	
Namibia	Standard Bank Namibia Ltd	
Netherlands	The Northern Trust Company	
New Zealand	The Hongkong and Shanghai Banking Corporation Limited	
Nigeria	Stanbic IBTC Bank Plc	
Norway	Nordea Bank Abp	
Oman	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Oman S.A.O.G
Pakistan	Citibank N.A., Karachi Branch	
Panama	Citibank N.A., Panama Branch	
Peru	Citibank del Peru S.A.	
Philippines	The Hongkong and Shanghai Banking Corporation Limited	
Poland	Bank Polska Kasa Opieki Spółka Akcyjna,	
Portugal	BNP Paribas Securities Services	
Qatar	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
Romania	Citibank Europe PLC	
Russia	AO Citibank	
Saudi Arabia	The Northern Trust Company of Saudi Arabia	
Senegal	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Cote d'Ivoire SA
Serbia	UniCredit Bank Austria A.G.	UniCredit Bank Serbia JSC
Singapore	DBS Bank Ltd	
Slovakia	Citibank Europe PLC	
Slovenia	UniCredit Banka Slovenija d.d.	
South Africa	The Standard Bank of South Africa Limited	
South Korea	The Hongkong and Shanghai Banking Corporation Limited	

Spain	Deutsche Bank SAE	
Sri Lanka	Standard Chartered Bank	
Sweden	Nordea Bank Abp	
Switzerland	Credit Suisse (Switzerland) Ltd	
Taiwan	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (Taiwan) Limited
Tanzania	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Tanzania Limited
Thailand	Citibank N.A., Bangkok Branch	
Tunisia	Union Internationale De Banques	
Turkey	Citibank A.S.	
Uganda	Standard Chartered Bank Uganda Limited	
United Arab Emirates (ADX)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
United Arab Emirates (DFM)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
United Arab Emirates (NASDAQ)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
UK	Euroclear UK and Ireland Limited (Northern Trust self-custody)	
United States	The Northern Trust Company	
Uruguay	Banco Itau Uruguay S.A.	
Vietnam	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (Vietnam) Ltd
Zambia	Standard Chartered Bank Zambia PLC	

\* The Royal Bank of Canada serves as The Northern Trust Company's sub-custodian for securities not eligible for settlement in Canada's local central securities depository

## APPENDIX H

### Remuneration Policy

The Manager has designed and implements a remuneration policy which is consistent with and promotes sound and effective risk management by having a business model which by its nature does not promote excessive risk taking that is inconsistent with the risk profile of the Funds or the Trust Deed and which does not impair the Manager's duty to act in the best interests of the Funds. The Manager's remuneration policy is consistent with the business strategy, objectives, values and interests of the Manager, the Funds and the Unitholders and includes measures to avoid conflicts of interest.

The Manager's remuneration policy applies to those categories of staff, including senior management, risk takers, control functions and any employee receiving total remuneration that falls into the remuneration bracket of senior management and risk takers, whose professional activities have a material impact on the risk profiles of the Manager or the Funds.

In line with the provisions of the UCITS Directive and ESMA Guidelines on Sound Remuneration Policies under the UCITS Directive and AIFMD (ESMA/2016/411) as they apply in the UK from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 December 2020 (the "ESMA Remuneration Guidelines"), the Manager applies its remuneration policy and practices in a way and to the extent that is proportionate to its size, its internal organisation and the nature, scope and complexity of its activities.

Where the Manager delegates certain portfolio management and risk management functions in respect of the Funds, which it does to the Investment Manager, it will in accordance with the requirements of the ESMA Remuneration Guidelines ensure that:

1. the entities to which investment management activities have been delegated are subject to regulatory requirements on remuneration that are equally as effective as those applicable under the ESMA Remuneration Guidelines; or
2. appropriate contractual arrangements are put in place to ensure that there is no circumvention of the remuneration rules set out in the ESMA Remuneration Guidelines.

Details of the remuneration policy of the Manager including, but not limited to, a description of how remuneration and benefits are calculated, the identity of persons responsible for awarding the remuneration and benefits including the composition of the remuneration committee, where such a committee exists, will be available at <https://www.lgim.com/uk/en/remuneration/>.

## APPENDIX I

### Risk Factors

Each of the risk factors, including the additional risks specific to each Fund, that potential investors will need to consider before investing, have been described below.

#### 1 General

- 1.1 Investors should appreciate that there are inherent risks in all types of investments. Stock market prices can move erratically and be unpredictably affected by many diverse factors, including political and economic events but also rumours and sentiment. Investment in a Fund should be regarded as a long term investment. There can be no guarantee that the objectives of the Fund will be achieved.
- 1.2 The capital value and the income from Units in the Fund can fluctuate and the price of Units and the income from them can go down as well as up and are not guaranteed. On encashment, particularly in the short term, investors may receive less than the original amount invested.
- 1.3 The performance of any Fund will generally follow the performance of the market in which it invests. Where this market falls, the value of an investment in that Fund will probably also fall.
- 1.4 The Manager runs a Fund to meet its objectives and a Fund's investments should be expected to change over time.
- 1.5 A Fund's level of risk may also change in future, for example because of:
  - global economic conditions;
  - investment choices made by the Investment Manager; or
  - change in the riskiness of the market(s) invested in.
- 1.6 If the performance of a Fund is less than the rate of inflation, the buying power of an investment will fall.
- 1.7 A Fund may have investments valued in currencies that are not Sterling.
  - If the value of these currencies falls compared to Sterling, this may mean the value of a Fund and the income paid will go down.
  - If arrangements are made to protect the Fund against currency movements (known as "hedging") and the currencies rise compared to Sterling, the value of the Fund will not benefit from those gains.
- 1.8 Where a Fund's charges are taken from income and there is not enough income to pay these charges, the Fund's capital will be used instead. This may reduce the potential for growth or lead to a fall in the value of the fund.
- 1.9 Past performance is not a guide to future performance.
- 1.10 Where a scheme invests in equities, there is a higher risk of the value of an investment falling than investing in most other asset types, particularly in the short term.
- 1.11 Where a Fund invests in derivatives for Efficient Portfolio Management,
  - If the counterpart defaults, the Fund's performance may suffer as a result.

- There is no guarantee that the performance of a financial derivative instrument will result in a positive effect for the Fund and its investors.
- The use of financial derivative instruments may result in increased losses.
- The counterpart will forfeit its collateral if it defaults. However the value of the collateral, when sold may not be sufficient to settle the counterparties outstanding debt. This may result in losses for the Fund.

## 2 **Brexit risk**

On 31 January 2020, the UK formally withdrew from the EU and entered into a transition period which ended at 11 pm on 31 December 2020. An EU–UK Trade and Cooperation Agreement (the “TCA”) was concluded on 30 December 2020. Although the TCA was ratified by the European Parliament on 28 April 2021, the process to implement the new political, economic and regulatory framework between the UK and the EU remains uncertain and therefore such implementation may still have a detrimental impact on the Funds’ ability to fulfil their investment objective or on the value of a Fund’s assets, and may increase the Funds’ costs.

## 3 **Cancellation rights**

Where cancellation rights are applicable, if Unitholders choose to exercise their cancellation rights and the value of their investment falls before notice of cancellation is received by the Manager in writing, a full refund of the original investment may not be provided; rather the original investment less the fall in value.

## 4 **Capital constraints**

These Funds’ Managers make distributions, including all equalisation received by the Funds on their investments in the collective investment schemes in which they invest, i.e. amounts that would otherwise be retained in the Funds’ capital accounts. As a result, the capital growth of these Funds may be constrained.

## 5 **Changes in interest rates**

The value of Units and/or the yield per Unit may be affected by adverse movements in interest rates.

In periods of declining short-term interest rates, the inflow of net new money to the Fund from the continuous issue of Units will likely be invested in portfolio instruments producing lower yields than the balance of the Fund’s portfolio, thereby reducing the current yield of the Fund. In periods of rising interest rates, the opposite can be true.

When interest rates are low and the Fund’s income is not enough to pay charges, the Fund’s capital will be used the remaining charge. This may reduce the potential for growth or cause the value of the Fund to fall.

## 6 **Charges from capital**

The Fund Management Fee and other charges and expenses may be taken in full or in part from these Funds’ capital rather than their income. This increases the amount of income paid out, but it reduces the growth potential.

## 7 **Concentrated portfolio**

Most funds have lots of individual investments, so don't rely upon the performance of just a few. The whole of these Funds, or a large part of them, have relatively few individual investments. This means that a fall in the value of an individual investment can have a major impact on the overall performance of the Funds.

## 8 Counterparty risk

- 8.1 The Fund will be subject to the risk of the inability of any counterparty to perform with respect to transactions, whether due to its own insolvency or that of others, bankruptcy, market illiquidity or disruption or other causes and whether resulting from systemic or other reasons.
- 8.2 Some of the markets in which the Fund may effect transactions are “over-the-counter” (or “interdealer”) markets. The participants in such markets are typically not subject to the same credit evaluation and regulatory oversight as are members of “exchange-based” markets. In addition, many of the protections afforded to participants on some organised exchanges, such as the performance guarantee of an exchange clearing house, might not be available in connection with such “over-the-counter” transactions. This exposes the Fund to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Fund to suffer a loss. Such “counterparty risk” is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Fund has concentrated its transactions with a small group of counterparties. Moreover, the Fund shall only transact with eligible counterparties meaning Eligible Institutions and Approved Banks or such other eligible counterparties as are permitted under the COLL Sourcebook.

## 9 Credit risk

- 9.1 The Funds may have a credit risk on the issuer of debt securities in which it invests which will vary depending on the issuer's ability to make principal and interest payments on the obligation. Not all of the securities in which the Funds may invest that are issued by sovereign governments or political sub-divisions, agencies or instrumentalities thereof, will have the explicit full faith and credit support of any such political sub-divisions, agencies or instrumentalities, as a result of which default will have adverse consequences for a Fund and will adversely affect the Net Asset Value per Unit of the Funds.
- 9.2 The Funds may also have a credit risk on the parties with which they trade including for example, counter-parties to repurchase agreements or securities lending contracts. In the event of the insolvency, bankruptcy or default of the seller under a repurchase agreement, the Funds may experience both delays in liquidating the underlying securities and losses, including possible decline in the value of securities, during the period while they seek to enforce their rights thereto, possible sub-normal levels of income, lack of access to income during the period and expenses in enforcing their rights. The risks associated with lending portfolio securities include the possible loss of rights against the collateral for the securities should the borrower fail financially.
- 9.3 The Funds' foreign exchange, futures and other transactions also involve counter-party credit risk and will expose the Funds to unanticipated losses to the extent that counter-parties are unable or unwilling to fulfil their contractual obligations. With respect to futures contracts and options on futures, the risk is more complex in that it involves the potential default of the clearing house or the clearing broker.
- 9.4 Derivative transactions involve counter-party credit risk and will expose the Funds to unanticipated losses to the extent that counter-parties are unable or unwilling to fulfil their contractual obligations. A Fund will have contractual remedies upon any default pursuant to the agreements related to the transactions. Such remedies could be inadequate, however, to the extent that collateral or other assets available are insufficient.

## 10 Distribution of income risk

- 10.1 As referred to in Section 16 of this Prospectus “Taxation”, the Manager will make distributions which include all equalisation received by the Fund on its investments in the collective Investment schemes in which it invests, i.e, amount that would otherwise be retained in the Fund's capital account. As a result, the capital growth of the Fund may be constrained.

## 11 **Emerging Markets**

11.1 These Funds may invest in countries where investment markets are not as well developed as those in the UK. This means that investments are generally riskier than those in the UK because they:

- are not as well regulated;
- are more difficult to buy and sell;
- have less reliable arrangements for the safekeeping of investments; and
- are more exposed to political uncertainties.

## 12 **Equity risk**

As these Funds invest in equities, there is a higher risk of the value of an investment falling than investing in most other asset types, particularly in the short term.

## 13 **Ethical investing**

The ethical standards used for this Fund mean that it cannot invest in some companies or in certain sectors (for example tobacco or mining). These restrictions mean that the value of an investment may go up and down more often and by larger amounts than a fund without such restrictions, particularly in the short term.

## 14 **Sustainability and ESG risk**

A Fund that has a sustainability and/or ESG focus in its investment process may limit its exposure to or exclude companies, industries or sectors that do not meet the relevant Fund's sustainability and/or ESG criteria. An investor's sustainability and/or ESG criteria may differ to that of the relevant Fund. The use of sustainability and/or ESG criteria in the investment process may impact the Fund's investment performance which may differ to other funds that do not apply sustainability and/or ESG criteria or do so differently.

## 15 **Financial derivative instruments**

15.1 As well as the use of financial derivative instruments as part of Efficient Portfolio Management, these Funds may also make use of derivatives in the pursuit of the investment objective. The use of futures, options and contracts for differences are subject to the limits and conditions imposed by the FCA Handbook and this Prospectus. Such financial derivative instruments tend to have a greater volatility than the securities to which they relate and they bear a corresponding greater degree of risk. This may lead to high volatility in the Unit price of the Funds and may cause the Funds' risk profile to rise.

15.2 The FCA Handbook also permit a Fund to use derivatives to effectively short sell (agree to deliver the relevant asset without holding it in the Fund) under certain conditions. If a Fund uses derivatives to create short exposure, while there is the potential for a gain to be made when the underlying securities are falling in value there is also the risk of loss when the underlying is rising in value. The implication of such exposure is that a Fund's performance may be less closely related to the performance of the type of assets to which it would ordinarily be exposed.

## 16 **Fixed interest securities**

16.1 These Funds invest in fixed interest securities – usually corporate and government bonds. Investment returns are particularly sensitive to trends in interest rate movements and inflation. Fund values are likely to fall when interest rates rise.

16.2 The financial strength of a company or government issuing a fixed interest security determines their ability to make some or all of the payments they are committed to. If their financial strength weakens, the chances of them not making payments increases. This could reduce the value of an investment in these Funds and the amount of income paid.

16.3 These Funds hold investments that, rather being traded on a stock exchange, are traded through brokers or investment banks matching buyers and sellers. In times of market uncertainty it may become less easy to buy and sell these investments. If this happens, the value of your Fund may fall and in extreme circumstances redemptions from the Fund may be delayed.

## 17 **Force Majeure risk**

The Funds and their investments may be affected by force majeure events (including, for example, fire, flood, earthquakes, outbreak of an infectious disease, pandemic or any other serious public health concern). Some force majeure events may adversely affect the ability of the Funds or any of their respective counterparties to perform its obligations. Certain force majeure events (such as an outbreak of an infectious disease) could have a broader negative impact on the world economy and international business activity generally, or in any of the countries in which the Funds may invest specifically. Any of the foregoing may therefore adversely affect the performance of the Funds and their investments.

## 18 **Gilt investments**

18.1 These Funds invest in fixed interest securities – usually government bonds (gilts). Investment returns are particularly sensitive to trends in interest rate movements and inflation. Fund values are likely to fall when interest rates rise.

18.2 The financial strength of a government issuing a fixed interest security determines their ability to make some or all of the payments they are committed to. If their financial strength weakens, the chances of them not making payments increases. This could reduce the value of an investment in these Funds and the amount of income paid.

18.3 These Funds hold investments that, rather being traded on a stock exchange, are traded through brokers or investment banks matching buyers and sellers. In times of market uncertainty it may become less easy to buy and sell these investments. If this happens, the value of your Fund may fall.

## 19 **Liquidity risk**

19.1 The liquidity profile of the Funds are determined by the availability or ease of market trading of underlying securities or investments (equities or bonds) of the Funds. The Funds hold Units in other Unit Trusts which have daily dealing requirements and must therefore meet redemption requests or comply with the redemption policy laid out in respective prospectuses. The underlying Unit Trusts, tend to invest in companies with large market capitalisation (both equities and bonds) which have very large pools of available stock and shares trading in the market at any given time. The shares and therefore the Funds are considered relatively liquid.

19.2 Any allocation to commercial property would be via other collective investment schemes. Whilst the allocation to commercial property tends to be small in the wider context of the Funds, any allocation to commercial property within an underlying Fund can be considered illiquid. All property investments are relatively illiquid compared to bonds and equities. Liquidity is a function both of the time to effect a sale and the extent to which it is possible to trade at the market price. Property is slow to transact in normal market conditions and hence is illiquid. In poor market conditions it will take even longer to find a buyer to pay an acceptable price for the Scheme Property. This may have an impact on the liquidity of the underlying Fund used to access commercial property.

20 **Market risk**

Although it is intended that the Fund will be diversified, the investments of the Fund are subject to normal market fluctuations and to the risks inherent in investment in equities, fixed income securities, currency instruments, derivatives and other similar instruments.

21 **Over-the-Counter (OTC) markets risk**

In pursuit of the investment objective, the Funds may hold derivatives in OTC markets where there may be uncertainty as to the fair value of such derivatives due to their tendency to have limited liquidity and possibly higher price volatility. In addition, the Funds will be exposed to credit risk on counter-parties with whom the transactions are made and will bear the risk of settlement default with those counter-parties. However, there are specific rules in the FCA Handbook with respect to OTC transactions in derivatives which may reduce the risk and magnitude of any potential loss to the Funds.

22 **Redemption risk**

Large redemptions of Units in the Fund might result in the Fund being forced to sell assets at a time and price at which it would normally prefer not to dispose of those assets.

23 **Sector concentration**

These Funds invest in companies from a particular market sector which means that there is higher level of risk due to the concentration of investment in that sector. The value of the investment may go up and down more often and by larger amounts than funds that are spread more widely.

24 **Smaller companies**

24.1 These Funds invest in smaller companies. Investments in smaller companies tend to be riskier than investments in larger companies because they can:

- be harder to buy and sell; and
- go up and down in value more often and by larger amounts, especially in the short term.

25 **Special situations**

25.1 These Funds invest in companies considered to be undervalued because of a special situation. These companies tend to be riskier than companies not in special situations because they can:

- be harder to buy and sell; and
- go up and down in value more often and by larger amounts, especially in the short term.

26 **Sub-investment grade bonds**

These Funds invest in sub investment grade corporate bonds so there's an increased risk of fund values falling due to non-payment by the companies issuing the bonds and the amount of income paid.

127 **Suspension of dealing**

Investors are reminded that in certain circumstances their right to redeem Units may be suspended (as set out in Section 11.6). A suspension may occur where the Manager (with

the agreement of the Trustee) or the Trustee is of the opinion that due to exceptional circumstances it is in the interests of Unitholders.

### Table of Fund specific risks

The table below identifies the specific risks that apply to each Fund. Each of the specific risks has been described above.

	General	Force majeure	Brexit	Cancellation rights	Distribution of Income	Change in Interest Rates	Equity risk	Fixed interest securities	Liquidity risk	Sub investment grade bonds	Suspension of Dealing
Legal & General Multi Asset Core 20 Fund	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Legal & General Multi Asset Core 45 Fund	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Legal & General Multi Asset Core 75 Fund	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Legal & General Future World Sustainable Global Equity Focus Fund	✓	✓	✓	✓	✓		✓			✓	✓

## APPENDIX J

### Estimated Swing Factor

The table below sets out the estimated Swing Factor. Please note, the percentages below are intended as a guide to Unitholders, and Swing Factors may be adjusted up or down from time to time as decided by the Manager.

The Manager reserves the right to impose a higher Dilution Adjustment on any day where, due to the size of the net inflow or net outflow, higher trading cost will be incurred.

<b>Fund</b>	<b>TOTAL BID SWING FACTOR (%)</b>	<b>TOTAL OFFER SWING FACTOR (%)</b>
<b>Legal &amp; General Multi Asset Core 20 Fund</b>	0.000	0.000
<b>Legal &amp; General Multi Asset Core 45 Fund</b>	0.000	0.000
<b>Legal &amp; General Multi Asset Core 75 Fund</b>	0.000	0.000
<b>Legal &amp; General Future World Sustainable Global Equity Focus Fund</b>	0.06%	0.10%

*All figures are correct as at the date of this Prospectus.*