

# GOLDEN EAGLE UNIT TRUST PROSPECTUS



**Golden  
Eagle** Unit  
Trust

# **GOLDEN EAGLE UNIT TRUST PROSPECTUS**

**Initial Offer for a Minimum of 500,000 units at an initial cost of GHS1.**

**Minimum Investment: GH¢100 or 100 units  
Thereafter in multiples of GH¢10 or 10 units**

## **INITIAL PUBLIC OFFER (IPO)**

OFFER OPENS: 5th December, 2024

OFFER CLOSES: 9th January, 2025

**THIS DOCUMENT IS IMPORTANT AND SHOULD BE READ CAREFULLY.**

If you are in doubt about its contents or the action to take, please consult your investment advisor, banker, solicitor, accountant or other professional adviser for guidance..

## **GOLDEN EAGLE UNIT TRUST PROSPECTUS**

**(Rules, Regulations & Particulars of The Trust)**

**Offer for subscription**

**Initial Applications for a minimum of 100 Units  
at GHS1 per Unit**

**and thereafter in multiples of GHS10 or 10 units**

**Minimum Investment: GH¢100 or 100 units  
Thereafter in multiples of GH¢10 or 10 units**

**Payable in full on Application**

**OFFER OPENS: 5th December, 2024**

**OFFER CLOSES: 9th January, 2025**

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# IMPORTANT NOTICES

The information contained herein in this Prospectus gives details of the Golden Eagle Unit Trust's Initial Public Offering (IPO) and other important information about the Trust. The Directors of the Trust Manager, whose names appear on page [15] of this Prospectus, have approved this Prospectus and accept responsibility for the information contained in this Prospectus. To the best knowledge and belief of the Directors, the information contained in this Prospectus is factual.

This Prospectus has been reviewed and approved by the Securities & Exchange Commission (the "Commission" or "SEC") in accordance with the Securities Industry Act, 2016 (Act 929) (as amended) and the Unit Trust and Mutual Fund Regulations, 2001 (L.I. 1695). In its review, the Commission examined the content of the Prospectus to ensure that adequate disclosures have been made. This Prospectus does not constitute an offer in any country in which such offer is not authorized or to any person to whom it is unlawful to make such offer.

To ascertain the financial soundness or value of units on offer, investors are advised to consult an investment advisor, a dealer or other investment professionals for appropriate advice. Unit Trusts and securities investments are subject to market risks. As with any investment in securities, Unit Trust value can rise and fall depending on market conditions. Units are offered on the basis of information contained in this Prospectus and other documents referred to herein.

No person has been authorized to give any information or to make any representations with regard to the Trust, other than those contained in this Prospectus, and if given or made, such other information or representations must not be relied upon as having been authorized by the Manager.

Neither the delivery of this Prospectus nor the allotment of units shall under any circumstances create any implication that there have been no changes in the affairs of the Trust since the date hereof. This Prospectus should be read in its entirety before making an application for units and should be retained for future reference.

Anybody wishing to purchase or dispose of units can only do so by placing a request with the Manager or any agent or distributor appointed by the Manager in accordance with the provisions of the Trust Deed of the Golden Eagle Unit Trust.

Persons interested in acquiring units should inform themselves as to:

1. The details of the Trust Deed and other documents governing the Golden Eagle Unit Trust which can be inspected at the registered office of GCB Capital Ltd during business hours.
2. Any income tax and other taxation consequences which might be relevant to the acquisition, holding or disposal of units.
3. Any foreign exchange restrictions or exchange control requirements, which they might encounter on the acquisition of units.

# DEFINITIONS

In this Prospectus, the words and expressions set out below have the meanings set out opposite them:

<b>"Application Form"</b>	The application form to subscribe for units enclosed with this Prospectus.
<b>"Business Day"</b>	Monday to Friday excluding any day designated by the Government of Ghana as a public or statutory holiday
<b>"Contract Note"</b>	A confirming note containing evidence of purchase of units and title to the number of units a Unitholder has in the Trust.
<b>"Offer Period"</b>	The period between the opening and the closing dates of Application as approved by the Securities and Exchange Commission. The initial offer will last for twenty-one (21) days.
<b>"Offer Price"</b>	The price an investor will pay for a unit when subscribing to the Trust during the initial subscription period
<b>"Opening Date"</b>	The date that the Application for the Offer Opens and this is 5th December, 2024
<b>"Payment Date"</b>	The date on which distributable income from the Trust shall be paid into the accounts of Unitholders
<b>"Receiving Agent"</b>	GCB Bank Plc
<b>"IPO" or "Offer"</b>	The initial public offer for subscription to the general public and institutions of a minimum of 100 Units at GH¢1 per Unit.
<b>"Management Fee"</b>	The Manager shall receive from The Trust a fee for all general management, investment management and administration, advisory and supervisory services provided to The Trust. This fee is 2.0% of The Trust's average daily Net Assets Value per annum and shall not at any point exceed 2.5%.
<b>"Net Asset Value per Unit or NAV per Unit"</b>	The Net Asset Value of the Trust as determined in accordance with the terms of this Prospectus.
<b>"Prospectus"</b>	This document, which is issued in accordance with the provisions of the Securities Industry Act, 2016 (Act 929) (as amended) and the rules and regulations of the SEC, which discloses important information about the Trust and the IPO.
<b>"SEC" or "Commission"</b>	Securities and Exchange Commission.
<b>"The Auditor"</b>	John Kay & Co.



<b>“The Trustee”</b>	Fidelity Bank Limited.
<b>“The Directors” or “Board of Directors”</b>	The Directors of GCB Capital Ltd.
<b>“The Deed”</b>	The Trust Deed
<b>“The Trust” or “The Scheme”</b>	Golden Eagle Unit Trust
<b>“The Manager”</b>	GCB Capital Ltd
<b>“The Promoter”</b>	Directors of the Manager
<b>“Unitholder”</b>	The registered holder of units in the Trust.
<b>“Valuation Day”</b>	Every Business Day or such other date(s) on which the NAV per unit is calculated after the conclusion of the IPO.

# THE OFFER

The Golden Eagle Unit Trust is initially offering a minimum of 500,000 units at an initial cost of GHS1per unit for an initial scheme size of GHS500,000. The minimum investment purchase of units under the IPO is set at 100 units (GHS100) and thereafter in multiples of 10 units (GHS10).

The Golden Eagle Unit Trust is an open-ended unit trust that invests primarily in a diversified portfolio of Fixed Income Securities.

The objective of the Unit Trust is to preserve and enhance unitholders' wealth to meet medium to long-term financial goals, while providing a steady source of income and growth in capital. The Trust will be denominated in Ghana Cedi (GHS).

The initial offer period for units of the Golden Eagle Unit Trust will begin from 8:30am on 5th December, 2024 and ends at 5:00pm on 9th January, 2025. Any change to this period will be made by the Manager with the approval of the Securities and Exchange Commission.

All applications for units should be directed to the Manager at its registered office below:

***49 Ndabaningi Sithole Road  
Labone, Accra  
P. O. Box 134  
Accra.***

And the contact details are:

***Tel: 0302 945 838/0302 945 848***

***Email: [gclfunds@gcb.com.gh](mailto:gclfunds@gcb.com.gh)***

***Website: [www.gcbcapiatal.com.gh](http://www.gcbcapiatal.com.gh)***

# OFFER TIMETABLE

EVENT	DATE
Offer Opens	5th December, 2024
Offer closes	9th January, 2025
Receiving Agents make returns to the Trustee	16th January, 2025
Allotment begins	20th January, 2025
Allotment ends	22nd January, 2025
Reporting of offer results to the 'SEC'	23rd January, 2025
Issue and Distribution of Contract Notes	24th January, 2025
Final Dispatch of Contract Notes	27th January, 2025

*\*\*All stated times are in Greenwich Meridian Time (GMT)*

# PROSPECTUS SUMMARY

The following summary is qualified in its entirety by the more detailed information included elsewhere in the prospectus.

Sponsors	GCB Capital Ltd, a fund manager licensed by the Securities and Exchange Commission, sponsor the Trust.
The Trust	The name of the Trust is Golden Eagle Unit Trust, which invests in a diversified portfolio of primarily Fixed Income Securities both locally and internationally as well as some Non-fixed Income Securities. Additional units in the Trust will be created and purchased on demand by subscribers on an ongoing basis at a price computed in accordance with the Unit Trust and Mutual Fund Regulations, 2001 L.I. 1695 approved basis of offer price computation.
Investment objective and policy	Golden Eagle Unit Trust seeks to achieve maximum growth in income while preserving principal. The Trust aims to achieve its objectives by investing in a diversified portfolio of securities in the medium to long term. The Trust intends to invest up to 65% of its assets in fixed income instruments, 20% in Equity and REIT and 5% in cash and cash equivalents to provide liquidity.

Unit Offered	Minimum of 500,000 units
Initial Offer Price	One Ghana Cedi (GHS1) per unit
Initial Minimum Purchase	The minimum initial purchase amount of GHS100 (100 units) and multiples of GHS10 thereafter during the IPO.
The Manager	GCB Capital Ltd
Trustee	Fidelity Bank Ghana Limited
Target Investors	The Trust aims to meet the investment needs of individuals, companies, societies, pension funds, churches, educational institutions, endowments and provident trusts, irrespective of nationality.
Dealing Day	8:30am to 5pm on any Business Day
Payment Terms	In full on application: (a) Cash payment to the designated receiving agents of the Manager; (b) Issue of cheque in the name of the GCB Capital Ltd; and (c) Funds transfer to the designated Trust Account of the Manager; and (d) Any payment option or platform provided by the Manager.
Base Currency	The base currency of The Trust is the Ghana Cedi.
Regular Investment Purchases	A regular investment plan exists for the benefit of investors who would like to purchase units on a regular basis. The initial minimum deposit is set at GHS100 and the additional deposit for investors on the regular investment plan purchase is set at a minimum value of GHS10.
Management fee	The Manager shall receive a management fee of 2.0% per annum of the Trust's daily net assets value on a monthly basis. This fee shall be remuneration to the Manager for all services it provides to The Trust, and shall not at any point exceed 2.5%.
Trustee fee	Trustee Fees of a maximum safekeeping fee of 0.18% per annum of the Net Asset Value of the Trust for its services. The fee shall be accrued daily and paid quarterly in arrears.
Administration Expenses	The administration expenses include all other expenses such as audit fees, marketing expenses as well as all other administrative expenses. These fees are not to exceed 1.5% of Net Asset value per annum.
Income Distribution	All net investment income and realized capital gains, if any, will be reinvested. Any investor who wishes to cash out his/her investment may redeem their units.

Redemption	<p>Unitholders will have the right to redeem all or part of their units at the prevailing daily NAV per unit on any Business Day, provided redemption requests are in accordance with the Prospectus and other instructions specified by the Manager from time to time. The Trust will make redemption payments between 3 and 5 business days following receipt of accurately completed redemption forms. Units can be redeemed by applying in person at the offices of the Manager, in writing to the Manager, via email or via other approved online/digital platforms that the Manager may make available on every business day.</p>
Legal Framework	<p>The Trust is formed and will operate under the Securities Industry Act, 2016 (Act 929) and the Unit Trust and Mutual Fund Regulations, 2001 (L.I. 1695).</p>
Minimum Initial Subscription	<p>In compliance with regulation 7(1) of the Unit Trust and Mutual Fund Regulation, 2001 (L.I. 1695), the Manager of the scheme has set the “minimum initial subscription” to be raised by the Trust at GHS500,000.</p>
Guarantee of Minimum Subscription	<p>In compliance with Regulation 7(2) and (3) of the Unit Trust and Mutual Fund Regulation, 2001 (L.I. 1695), the Manager of the Trust guarantees the initial minimum subscription of amount of GHS500,000 required to be raised by the Trust.</p>
Mandatory Subscription	<p>In compliance with regulation 7(4) of the Unit Trust and Mutual Fund Regulation, 2001 (L.I. 1695), the Managers of the Trust shall contribute GHS25,000 representing five per cent (5%) of the initial minimum subscription amount.</p>
Risk Factors	<p>The Trust is a newly formed unit trust that will invest primarily in fixed income instruments. Investments in the Trust will be subject to normal market fluctuations. The fluctuation of unit prices in response to activities specific to the underlying securities in which the Trust invests as well as responding to the general market, economic and political conditions, coupled with credit risk, and interest rate risk are some principal risks likely to be associated with the Trust. A robust risk management approach has been defined to enable the Trust take safe positions with consideration for risk-return strategies to be adopted at various times in the life cycle of the Trust.</p>

# PARTICULARS OF THE TRUST

## THE MANAGER OF THE TRUST

GCB Capital Ltd. (“GCL”) is a wholly owned investment banking subsidiary of GCB Bank PLC, which is incorporated in the Republic of Ghana.

GCL is a private company limited by shares and provides fund management services, debt and equity capital market solutions, investment research, housing solutions, and other financial advisory services.

GCL was originally incorporated as Development Finance Holding Ltd under the laws of Ghana the year 1973. It subsequently transformed into GCB Securities Ltd in 2008 and then GCB Capital Ltd in 2020. Its registration number is CS045792016.

GCL is licensed and regulated by the Securities and Exchange Commission of Ghana as a Fund Manager. It has an issued and fully paid Stated Capital of GHS2,000,000 as at November 2024.

The address of the registered office and principal place of business of the Trust and the Trust Manager is:

**49 Ndabaningi Sithole Road  
Labone, Accra  
P. O. Box 134  
Accra.**

And the contact details are:

**Tel: 0302 945 838/0302 949347**

**Email: [gclfunds@gcb.com.gh](mailto:gclfunds@gcb.com.gh)**

**Website: [www.gcbcapital.com.gh](http://www.gcbcapital.com.gh)**

## BOARD OF DIRECTORS OF THE TRUST MANAGER

Name	Position	Other Directorship	Occupation	Address
Kofi Koramoa El-Awuku	Managing Director/ Executive Director	1. Oasis Africa Venture Capital Fund 2. GCB Real Estate Investment Trust 3. Habitat & Shelter Ghana Ltd	Investment Banker	49 Ndabaningi Sithole Road, Labone, Accra

## BOARD OF DIRECTORS OF THE TRUST MANAGER (Cont'd)

Name	Position	Other Directorship	Occupation	Address
Socrates Afram	Non-Executive Director	1. GCB Bank Ltd 2. NCR Ghana Limited 3. G-Money Financial Services Ltd	Chattered Accountant	GCB Bank Plc Thorpe Rd., High Street. P.O.Box 134 Accra.
Samuel Kwame Yedu Aidoo	Non-Executive Director	1. GCB Bank Plc 2. G-Money Financial Services Ltd	Banker	GCB Bank Plc Thorpe Rd., High Street. P.O.Box 134 Accra.
Samuel Gaddiel Akyianu	Independent Non-Executive Director	NIL	Banker	Stanbic Heights, Suite 301 North Liberation Link Road, Airport City Accra, Ghana.
Sena Abla Agbekoh	Independent Non-Executive Director	NIL	Lawyer	8 Dr. Isert Road, North Ridge, Accra, Ghana.

## Portfolio Manager for the Trust

Name	Rep. License No	Other Directorship	Occupation	Address
Afua Akyaa Osei	SEC/FMRL02/18 2/23	1. Habitat & Shelter Ghana Ltd 2. Ranhub Limited	Investment Banker	49 Ndabaningi Sithole Road, Labone, Accra

## THE TRUSTEE

Fidelity Bank Ghana Limited (the “Trustee”) is a private company limited by shares and is authorized and regulated as a financial institution by the Bank of Ghana. The company (registration number CS-642302015 (previously C-72,668)) was incorporated in the Republic of Ghana as a Discount House on 3rd October, 1998. It obtained its universal banking license from the Bank of Ghana on June 28, 2006 and has been operating since then. Fidelity Bank Ghana has a stated capital of GHS422,840,000 as at 31st December, 2023.

The primary goal of the Trustee is to protect the interest of all Unitholders and is responsible for the overall supervision of the operations of the Trust. The Trustee is accountable to the Securities and Exchange Commission.

The Address for the Trustee is:

Fidelity Bank Ghana Limited Ridge Tower, Accra  
PMB 43, Cantonments Accra, Ghana  
Tel: +233-302-214490 Ext.555631  
Email: fgblcustody@myfidelitybank.net

## AUDITORS TO THE TRUST

The address for the Auditors is:

*John Kay and Co.*  
*7th Floor, Trust Towers Farrar Avenue, Adabraka*  
*P. O. Box 16088 Airport, Accra*  
*Tel 0302 235406/238371*  
*Fax 0302 238371*  
*Email: jkayal@4u.com.gh; jkaya1@yahoo.com*

## LAWYER OF THE TRUST

The address for the Lawyer is:

*Amma Agyeman Kusi- Appouh*  
*No. 2 Thorpe Road, Accra*  
*P. O Box 2971, Accra*  
*Tel: 0302662337*  
*Email: aakusi-appouh@gcb.com.gh*



# THE CONSTITUTION & OBJECTIVES OF THE TRUST

# 1

## 1.1. Name of the Scheme

The name of the Trust is Golden Eagle Unit Trust (“GE Unit Trust” or “GE Trust”).

## 1.2. Nature of the Scheme

The Trust is an open-ended Unit Trust.

## 1.3. Date of Establishment and Duration

N/A

## 1.4. Investment Objective of The Trust

The objective of the Trust is to provide steady growth in investment income, ensuring a well-diversified portfolio of primarily fixed-income instruments.

## 1.5. Fundamental Investment Policy

The Trust shall be marketed as a well-diversified Unit Trust investing in a broad portfolio of medium to long-term fixed income instruments to achieve its investment objective. The Trust will be managed to achieve maximum returns on a best-efforts basis.

## 1.6. Base Currency

The base currency of the Trust is the Ghana Cedi (GHS).

## 1.7. Permissible Investments

The Trust Manager shall have the discretion to select specific investments within these asset classes: Government of Ghana Treasury Bills, Notes and Bonds, Bank and Non-Bank Fixed Deposits, Corporate and Municipal Bonds, Collective Investment Schemes (CIS), Cash-Backed Commercial Paper, Equities, REIT and Cash Equivalents.

*The Trust manager shall adhere to the following asset allocation guidelines.*

Asset Class	Target Allocation	Allocation Range
Treasury Bills and Bonds - GoG	20%	30% - 60%
Fixed Deposits	20%	0% - 50%
Treasury Bills and Bonds - Foreign Sovereigns	10%	0% - 30%
Corporate Bonds - Local	15%	0% - 30%
Corporate Bonds - Foreign	10%	0% - 30%
Real Estate Investment Trust	10%	0% - 20%
Equities (Local and Foreign)/ Collective Investment Schemes	10%	0% - 30%
Commercial Paper	0%	0% - 20%
Cash	5%	0% -15%

The Manager shall review these allocations annually in keeping with market conditions. In the interest of prudence and efficient management of the Trust, the Manager will ensure that prudent levels of liquidity are maintained at all times.

The Trust will be managed to achieve maximum returns possible at considerably low levels of risk. However, due to the uncertainties associated with investing, the Manager cannot guarantee returns on the Trust or the attainment of all investment objectives.

## **1.8. Management of the Trust**

The Manager shall manage the Trust on a day-to-day basis, select investments to be owned by the Trust and carry out any other functions assigned to it in line with L.I. 1695.

### **1.8.1 Investment Approach**

The Trust is authorized to invest in the above-listed asset classes and to employ a variety of investment techniques to protect the Trust against market and economic risks to the extent permissible by law.

### **1.8.2 Investment Assets**

The Manager expects to invest primarily in fixed-income securities of varying maturities. The Manager may also invest in securities with fixed or floating interest rates. The Manager will consider both income and total return and will employ industry analysis that takes into account the economic and market trends facing the issuer and issuer-specific analysis that would unearth the revenue generation and debt service capacity potential of the issuer and determine attractive risk-reward opportunities of the fixed income security issued.

The Manager in its discretion, may sell off debt securities from the Trust portfolio where there is a deterioration in the creditworthiness of the issuer, or where it may be beneficial to do so in readjusting the overall return of the fixed income security portfolio of the Trust or where expectations and projections regarding revenues and cash flow of the issuer are likely to fall short.

In the case of Equities, REITs or other Collective Investment Schemes, the Manager in its discretion may sell off shares or holdings in these securities to take advantage of capital gains in a bull market or to cut its losses in a bear market.

Whilst the Manager will seek to ensure that the instruments held generate outstanding income, where market conditions dictate adverse political and economic events, the Manager may, for defensive purposes, invest the assets of the Trust in cash and cash equivalents, high-quality short-term debt, and money market instruments to protect returns on the Trust. These investments may be less risky although contrary to the principal investment strategy of the Trust.

The Board of Directors of the Manager shall supervise and control the Manager in the performance of its duties including the determination of investment policy.

### **1.9. Investment in Schemes Managed by the Manager and Associates**

The Manager is authorized to invest in other collective investment schemes whether managed by the Manager, its associates or by any other person. If the Trust invests in any other collective investment scheme managed by the Manager or any of its associates, the Manager shall ensure there are no management fees payable by the Trust in respect of the Trust's investment in such scheme (that is, no "double charging").

### **1.10. Limitations to Investments**

Except with prior approval of the Securities and Exchange Commission (SEC), the Manager of the Trust shall not for or on behalf of the Trust under Regulation 39 of Unit Trust and Mutual Fund Regulations L.I. 1695:

- i. Invest in commodities, futures or options;
- ii. Invest more than 10 per cent of the net asset value of the scheme in any type of real estate other than the securities of real estate companies or companies that have engaged in real estate investment activities;
- iii. Invest more than 25% of the net asset value of the Trust in securities issued by a single issuer;
- iv. Invest more than 10 per cent of the net asset value of the scheme in other collective investment schemes
- v. Invest more than 10% of the net asset value of the Trust in any particular class of securities issued by a single issuer;
- vi. Invest more than 15% of the total net asset value of the Trust in securities not listed or quoted on an authorized stock exchange;
- vii. Purchase securities on margin, except that the Manager may obtain such short-term credit as may be necessary for the clearance of purchases and sales of securities constituting or to be included in the assets of the scheme;
- viii. Acquire securities that are unpaid or partly paid for;
- ix. Make any investment that will result in the Manager or Trustee of the scheme gaining management control of the company in which the investment has been made;
- x. Make short sales of securities or take a short position;
- xi. Apply any parts of the assets of the scheme in the acquisition of an investment that is likely to involve the scheme in any liability, contingent or otherwise;
- xii. Enter into underwriting or sub-underwriting contracts in relation to the subscription or purchase of any investment;
- xiii. Invest in any securities of a class in a company or other body if any officer or collectively officers of the manager of the Trust own more than 5% of the total nominal amount of the securities of that class issued by the company or the body;
- xiv. Enter into any hedging transaction.

### **1.11. Income Distribution Policy**

All investment income received by the Unitholders shall be reinvested. The Trust will not distribute income. As such, individual investors should benefit from growth in the unit price of the scheme.

### **1.12. Tax Incentives**

Golden Eagle Unit Trust is designed and structured to take full advantage of the tax incentives provided to Unit Trust to allow the investors to maximize their returns from their investments in the Trust. These include:

- I. Exemption from taxation of interest/dividends or any income of unit trusts
- II. Exemption from taxation of dividends or interest income distributed by unit trusts to its unitholders.

However, since tax laws are subject to change, it is impossible for the Manager to guarantee the investor's current or future income after tax under the Trust.

### **1.13. The Trustee**

Fidelity Bank has been appointed Trustee of Golden Eagle Unit Trust's assets, including the securities and cash of the Trust which will be held on behalf of the Trust either directly by Fidelity Bank or agents of Fidelity Bank. The trustee shall ensure that assets are held in accordance with the Securities Industry Act, 2016 (Act 929).

### **1.14. Borrowing Powers**

The Trustee shall not borrow money on behalf of the unit trust for the purpose of acquiring securities or other property for the unit trust. The Trustee shall not lend money that is subject to the unit trust to a person to enable that person to purchase units of the unit trust. The Trustee shall also not mortgage, charge or impose any other encumbrance on any securities or other property subject to the unit trust; or engage in a transaction which in the opinion of the Commission is not in the interest of the holders of the units of the unit trust. Not more than 15% of the Trust's assets may be borrowed and the borrowing will be to ensure liquidity in the Trust's property. Any interest on the borrowing and expenses incurred in negotiating, entering into varying, carrying into effect and terminating the borrowing arrangements shall be payable out of the assets of the scheme and any cash raised by borrowing for the scheme shall constitute a part of the assets of the scheme.

### **1.15. Maintenance of prudent levels of liquidity**

In the interest of prudence and efficient management of the Trust, the Manager will at all times maintain prudent levels of liquidity necessary for the efficient management of the Trust.

The Manager will at all times maintain about 5% of the net asset value of the Trust in cash or cash equivalents to cover emergency purposes and for redemptions.

### **1.16. Winding Up of the Trust**

If the Trust must wind up, it shall be done in accordance with the provisions of Ghanaian law including the Securities Industry Act, 2016 (Act 929).

The Manager of the Trust may in writing and with the approval of the Commission terminate the Trust if the purpose of the Trust cannot be accomplished. The Manager shall be entitled to terminate the Trust if in its bona fide opinion, the Trust has failed to attract sufficient participation to enable it to be viable. In the event of the Manager desiring to terminate the Trust, it shall be required to give three months' notice to the Trustee; or the Trust may be terminated by the Manager in its absolute discretion by notice as hereinafter provided, on any date after commencement if on such date the aggregate value of the units outstanding hereafter shall be less than an acceptable amount deemed to make the Trust commercially viable.

The Trust may be terminated by the Trustee by notice in writing as provided in any of the following events:

1. If the Manager goes into liquidation, except a voluntary liquidation for the purpose of reorganization on terms previously agreed in writing by the Trustee, or is placed under judicial management or ceases business;
2. If in the opinion of the Trustee, the Manager shall be incapable of performing or shall in fact fail to perform its duties satisfactorily or shall do any other thing which in the opinion of the Trustees is calculated to bring the Trust into disrepute or to harm the interest of the unitholders, provided always that if the Manager shall be dissatisfied with such opinion the matter shall be referred to the Commission or some person appointed by the Commission for determination and their determination shall bind the Trustee and the Manager; and
3. If any law shall be enacted which renders it illegal or in the opinion of the Trustee impractical or inadvisable to continue the Trust.

The party terminating the Trust shall give notice to the unitholders in the manner provided and by such notice, fix the date at which such termination is to take effect, which shall not be less than three months after the service of such notice. The Trust may at any time be terminated by Special Resolution of a meeting of the unitholders duly convened and held in accordance with the provisions of the Trust Deed and such termination shall take effect from the date on which the said Resolution is passed or such later date, if any, as the said resolution may provide.

Upon the Trust being terminated the Trustee shall proceed as follows:

1. The Trustee shall sell all investments then remaining in their hands as part of the assets and such sale shall be carried out and completed in such manner and within such period after the termination of the Trust as the Trustee thinks advisable.

2. The Trustee shall use the proceeds of the sale of investments to pay off the liabilities of the Trust and shall thereafter from time to time distribute to the unitholders all net cash proceeds derived from the realization of the assets and available for the purpose of such distribution, provided that the Trustee shall not be bound, except in the case of the final distribution, to distribute any of the monies for the time being in its hands provided also that the Trustee shall be entitled to retain out of any monies in its hands under these provisions, a distribution fee not exceeding 2% of the value of the Trust and full provision for all costs, charges, expenses and claims by the Trustee in connection with or arising out of the liquidation of the Trust and out of the monies so retained to be indemnified against any such costs, charges, expenses and claims.

Every such distribution shall be made only against production of the units relating to the units in respect of which the same is made and upon delivery to the Trustee of such form of request for payment as the Trustee shall in their absolute discretion require. All units shall in the case of an interim distribution be endorsed by the Trustee with a memorandum of the payments made and in the case of the final distribution shall be surrendered to the Trustee.

#### **1.17. Accounting Period**

The accounting period of the Trust shall begin from the 1st day of January and end on the 31st day of December in each calendar year, except for the year of establishment.

# THE CHARACTERISTICS OF INTEREST IN THE TRUST

# 2

## **2.1. Type of Interests**

Interest in the Trust shall be in the form of Units.

## **2.2. Entitlement of Units**

The Trust consists of units of beneficial interest at an initial price of GHS1.0 per unit. All units are entitled to participate equally in the assets and income of the Trust. However, the Trust shall re-invest all its investment income. As such, individual investors would benefit from growth in the unit price of the Trust.

The nature of rights represented by an interest in the Trust is that of a beneficial interest under the Trust. There are no conversions, pre-emptive or other subscription rights. In the event of liquidation, each unit is entitled to its proportion of the Trust's assets after debts and expenses have been paid. The unit capital of the Trust shall at all times equal its net asset value as herein defined.

## **2.3. Evidence of Units**

Contract notes shall be issued by the Manager to all unitholders for units purchased as evidence of unit holdings. The Manager shall also maintain a unitholder register which will maintain an electronic record of investors and all transactions on their behalf.

## **2.4. Voting rights**

Unitholders are entitled to vote on matters submitted to unitholders' vote. On a show of hands each investor who is present in person or by proxy has one vote. On a poll, each holder who is present in person or by proxy has one vote per unit.

# VALUATION OF ASSETS, CHARGES, DISTRIBUTION & FEES



## **3.1. Valuation of Trust's Assets**

The offer and redemption prices of a scheme shall be calculated on the basis of the net asset value of the scheme divided by the number of interests outstanding. The offer and redemption prices of a scheme may be adjusted by the fees, levies and charges permitted to be made from the assets of the scheme in accordance with the Regulations.

Investments in Government of Ghana fixed income instruments will be valued using the Fair Value through Other Comprehensive Income (FVOCI) method. Equities and other collective Investments Schemes and REITs shall be valued based on the closing price for the valuation day.

An issue price quoted or published shall be the maximum price payable on the purchase of interests and the redemption price shall be the net price receivable on the redemption of interests.

The Manager will continually assess the methods of valuation and recommend changes where necessary to ensure that the Trust's investments are valued at their fair value as determined in good faith by the Manager.

The Net Asset Value per share of the Trust shall be determined every business day following close of trading on the Ghana Fixed Income Market and the Ghana Stock Exchange at 4:00p.m GMT where applicable.

## **3.2. Determining Net Asset Value**

The value of investments not listed or quoted shall be based on the net asset value per share based on the last available financial statements subject to an adjustment upwards or downwards of up to 10 per cent to take into account post balance sheet market conditions except that any adjustment in the price by more than 10 per cent in view of market conditions may be made only in consultation with the Trustee of the Trust.

The Manager shall keep all records used to support the valuation of unquoted securities. The Net Asset Value (NAV) is the price at which shares are issued and is the basis for determining management fees and custodian charges.

## **3.3. Dealing Deadline and Pricing Basis**

The price of a unit, called the net asset value per unit, shall be expressed in the base currency which is the Ghana Cedi. Units are priced on a forward basis. This means that



the issue price for units purchased is determined after the Dealing Deadline on each Dealing Day. The NAV is calculated by deducting the total liabilities (including all accrued liabilities) from the total assets (including interest declared but not yet received) by the total number of outstanding units. The Dealing Deadline is 4:00 pm on each Dealing Day (or such other time as may be agreed between the Manager and the Trustee). For example, if you purchase units before 4:00 pm on a Dealing Day, the price to pay will be based on the issue price of the Units of that Dealing Day. If you purchase units after 4:00 pm on a Dealing Day, the price you pay will be based on the issue price of the units of the next Dealing Day. The issue price of units for any Dealing Day is always calculated on the previous Dealing Day. That is to say, upon receipt of your purchase request in good order; your investment will be done at the previously determined net asset value.

The price of each unit of the Trust is the net asset value per unit. The Trust values its portfolio securities for which market quotations are readily available at market value. Securities for which market quotations are not readily available or are unreliable are valued at their fair value in good faith using procedures approved by the Trustees of the Trust.

#### **3.4. How Units are Issued**

The number of units to be issued to a unitholder is calculated by dividing the Net Investment Sum by the issue price for the Trust on the Dealing Day. Since the Trust charges fees on subscription, the Net Investment Sum is equal to the money investors wish to invest less the subscription fee (front load).

#### **3.5. Manager's Remuneration**

The Management Fee will be calculated as 2.0 (%) per annum of the value of the net assets of the Trust, divided by 365 (or, in a leap year, 366) and multiplied by the number of days comprised in the relevant month. The Management Fee shall be accrued on a daily basis and paid in the successive calendar monthly periods ("payment periods"). The Management Fees shall not at any point exceed 2.5% per annum of the value of the net assets of the Trust. The Management Fee will be paid out of the Trust to the Manager.

#### **3.6. Trustee Fee**

The Trustee is entitled to receive a remuneration for its services which (together with any indirect taxation thereon) shall be paid out of the net asset of the Trust. Such remuneration shall consist of a periodic charge calculated in accordance with sub-clauses (ii) and (iii) below.

i. Subject as stated herein, the periodic charge payable to the Trustee shall be calculated in respect of successive calendar month periods ("Payment Periods") provided that no charge shall be payable in respect of the initial offer period and the first Payment Period shall begin on the day following the end of the initial offer

period and end on the last day of the month after such offer period expires and in respect of the first Payment Period the relevant valuation point shall be the first valuation point of the Trust following the end of the initial offer period;

ii. The amount of the periodic charge for each such Payment Period shall be calculated as such percentage (as the Manager and the Trustee shall in their discretion from time-to-time agree) of the value of the assets of the Trust divided by 365 (or, in a leap year, 366) and multiplied by the number of days (including fractions of a day) comprised in the relevant Payment Period;

iii. For the purposes of calculating the Trustee's periodic charge in respect of any Payment Period, the net asset value of the Trust shall be used; and

iv. In the event of a winding up of the Trust, the final Payment Period for the purpose of calculating the Trustee's periodic charge shall end on the day on which the final distribution in such winding up shall be made or, in the case of a winding up following the passing of an extraordinary resolution at a meeting of unitholders pursuant to the Regulations such other day as may be specified by the resolution of the terms of the Trust or proposal thereby approved.

v. The calculation of the remuneration to which the Trustee is entitled shall be made without taking into account any indirect taxation in respect thereof.

vi. Any amount of remuneration payable to the Trustee calculated in respect of any Payment Period shall accrue on a daily basis and shall be paid to the Trustee on or as soon as possible after the date on which the relevant Payment Period ends.

vii. The Trustee shall be entitled to a maximum safekeeping fee of 0.18% per annum, accrued daily and charged quarterly.

viii. The Trustee's fee shall be payable from the assets of the scheme. In addition, The Trust shall reimburse the Trustee for agreed upon out – of – pocket expenses incurred by the Trust in connection with the performance of its duties as Trustee. However out – of – pocket expenses will be incurred only after obtaining clearance from the Manager.

ix. The Trustee shall be entitled to receive out of the assets of the Trust annual fees as set forth above, which fees shall be deemed all-inclusive and in lieu of any compensation or payment.

# THE ISSUE & REDEMPTION OF INTEREST IN THE TRUST

# 4

## **4.1. Initial Offer of Interests and minimum Interest**

The IPO of 500,000 units at initial price of GHS1 is expected to raise a minimum amount of GH500,000.00. The IPO will remain open for a period not exceeding twenty-one (21) business days inclusive of the days on which the IPO opens and closes.

The minimum initial purchase amount per Investor shall be GHS100 of 100 units and subsequent purchase amounts shall be in multiples of 10 units at GHS10.

## **4.2. Days and Times for Issues and Redemptions of Units**

Application to purchase or requests to redeem interests of the Trust can be made, on every Business Day from 8:30 am to 4:00 pm by completing and submitting the Trust's Application Form or redemption form to the Manager's office, its duly authorized agents and other approved online/digital platforms except weekends and statutory public holidays.

The redemption amount shall be payable to the investor within the prescribed settlement period of three to five business days from the day of application.

## **4.3. Procedure for Purchase of Units**

Applicants shall complete the Application Form which shall then be sent to the office of the Manager or submitted electronically to the Manager for acceptance and processing. Accepting an application to purchase Units shall be at the discretion of the Manager. Cheques shall be cleared first before the processing of applications by the Manager.

The base currency is the Ghana Cedi (GHS). However, applicants can settle their payments with easily convertible currencies but will bear the foreign exchange transaction cost. Applicants making purchases with other currencies should allow for currency conversion which may result in a delay. Foreign currencies shall be converted using the prevailing Inter-Bank exchange rate. The Manager will inform an applicant, if possible, the total number of units allotted and the total cost after the price at which the Units are to be issued has been established.

After the IPO, units can only be issued on a Valuation Day if the Manager accepts the application for interest and receives the allotments monies by 17:00 GMT on the same Valuation Day. Acceptance of applications and subscription monies received by the Manager after 17:00 GMT on a Valuation Day will only be processed, and units issued on the following Valuation Day.

Applications may lapse and be cancelled if settlement is not made. After the application for units is accepted and the subscription monies have been fully paid and the registration particulars submitted, Contract Notes shall be emailed to the applicant, or to an appointed agent if requested, at the risk of the applicant.

The Manager has the right to reject any order received for purchase of units/ interest in the Trust. When an application is rejected, the subscription monies (without interest) shall be returned to the applicant through the post or electronic transfer at the risk of the applicant. Checklist for applicants is listed behind the application pack for compliance.

#### **4.4. Confirmation of Purchase**

A contract note shall be issued within three (3) Business Days from the date of receipt of the application form and subscription monies by the Manager.

#### **4.5. Initial Charge/ Front /Load**

The manager shall also charge a frontload of 0.5% on all deposits.

#### **4.6. Procedure for Redemption of Units**

Unitholders can redeem some or all of their interests in the Trust within normal business hours on every business day. Unitholders should visit the offices or website of GCB Capital Ltd or visit designated branches of GCB Bank to submit completed redemption forms. Interests in the Trust will be sold at the last published price and proceeds paid to the recipient within 3 business days. There are no minimum amounts to be redeemed. However, a minimum balance of GHS100 must be maintained to keep the account running. If a redemption request would result in a unitholder's investment in the Trust being less than GHC100, the Manager may redeem the full amount in the Trust and pay the proceeds to the Unitholder.

The Manager shall, on receipt of a notification from an investor to redeem all or any part of the units in the investor's holding, proceed to do so at the net asset value per unit as at the date of the request. There will be no exit charges.

Proceeds shall be paid through the following means:

- a. By cheque to the applicant and the applicant shall be required to pick up the cheque in person or per instruction have it collected by a third party authorized to do so by the applicant;
- b. Transfer to applicant's bank account to which the account is registered or otherwise according to the unitholder's instruction at the redeemer's expense.
- c. Any other payment option provided by the Manager

A request for redemption would be satisfied by the Manager on a first come first serve basis. In the case of Joint Investors, payments shall be, in the absence of instructions to the contrary from a joint investor, made payable to the order of the first named of the joint investors.

#### **4.7. Suspension in Dealings**

The Manager may, with the approval of the Trustee, suspend dealings during:

- a. any period when the market (such as Ghana Fixed Income Market or Ghana Stock Exchange) on which any investments that forms a part of assets of the scheme for the time being are listed, is closed or when dealings on that market are restricted or suspended;
- b. The existence of any state of affairs as a result of which disposal of investments of the Trust would not be reasonably practicable or might seriously jeopardize the interests of the investors as a whole and of the assets of the Trust;
- c. Any breakdown in the means of communication normally employed in determining the value of any investment of the scheme or the current price on any stock exchange or when, for any reason, the value of investments of the Trust cannot be promptly and accurately ascertained; or
- d. Any period when remittance of money which will or may be involved in the realization of the investment of the Trust or in the payment for investments cannot be carried out.

The Manager shall immediately notify the Commission of any suspension in dealings and shall provide the reasons for it. Notwithstanding the above, a suspension in dealings may be permitted in exceptional circumstances having regard to the interests of investors and with the prior written consent of the Commission. The suspension shall take effect immediately upon its declaration by the Manager and dealings shall resume on the first dealing day after the day on which the condition that caused the suspension ceased. A notice to the effect that dealings have been suspended or resumed shall be published immediately on GCL's website in which the Trust's prices are normally published and shall be published at least once a month after the first publication during the period of suspension.

A Unitholder may not withdraw his request for redemption except in the event of a suspension of the valuation of assets of The Trust and, in such event; a withdrawal of a redemption request will be effective only if written notification is received by the Manager before termination of the period of suspension.

#### **4.8. Duration and Termination of the Trust**

The Trust is of an indeterminate duration but may be terminated in the following circumstances:

- a. When an event, date or state of affairs specified for termination of the Trust in the Trust Deed occurs;
- b. When the Manager of the Trust in writing and with the approval of the Commission, terminates the Trust on the ground that the purpose of the Trust cannot be accomplished;
- c. When a court on an application by the Manager of the Trust or by the Commission, a unitholder in the Trust, or a director of the Manager, makes an order to terminate the Trust if and when the court considers it just and equitable to do so or
- d. If the Trust is insolvent;
- e. When a special resolution for termination is passed by the unitholders.
- f. When required by law.

When an event of termination occurs, the Manager shall, on a best effort basis, effect a market sale of all the Trust's assets for the best prices available at such times. The unitholders will subsequently be entitled to receive a distribution in proportion to their respective interests in the Trust of the net cash proceeds derived from the realization of the assets of the Trust and which are available for distribution.

#### **4.9. Conflict of Interest**

The Manager may from time to time have to deal with competing or conflicting interests between the other unit trusts, which are managed by the Manager of the Trust. However, the Manager will use reasonable endeavors at all times to act fairly and in the interests of the Trust.

The factors which the Manager will take into account when determining if there is any conflict of interest as described above include the assets (including cash) of the Trust as well as the assets of the other Trusts managed by the Manager. To the extent that another Trust managed by the Manager intends to purchase substantially similar assets, the Manager will ensure that the assets are allocated fairly and proportionately and that the interests of all investors are treated equally between this Trust and the other Trusts.

Associates of the Trustee may be engaged to provide financial, banking or brokerage services to the Trust. Such services, where provided, will be on an arm's length basis.

#### **4.10. Publication of Prices**

- i. The most recent issue and redemption prices will be published after the determination of the Net Asset Value on every business day. However, with the prior approval of the Commission, the frequency of the publication may be reduced if the reduction is not prejudicial to the interests of unitholders.
- ii. The prices published in consequence of (i), shall be those calculated at the last valuation point prior to the publication of the prices.

The price may also be ascertained at the offices of the Manager.

#### **4.11. Market for the Units**

The units of the Trust will not be listed on any stock exchange. All dealings in the units will be at the registered office of the Manager and designated GCB Bank branches.

#### **4.12. Reservations**

The Manager may stop offering the interests of the Trust at any time and may reserve the right to reject any order for the purchase or exchange of units. The Manager may also modify the conditions of purchase of interests in the Trust at any time and such information would be included in the updated scheme particulars.

The Manager reserves the right to close an account if, in the opinion of the Manager the account is suspected of being opened for fraud or money laundering purposes.

The Manager reserves the right to revise or terminate the telephone redemption privilege at any time. In the event that a Manager suspends telephone redemption privileges, unitholders will still be able to redeem their interests in the Trust by mail. An e-mail and telephone indemnity must be provided by anyone who wishes to send instructions by e-mail and telephone.

# RISK FACTORS & SPECIAL CONSIDERATIONS

# 5

## **5.1. Cautionary Statements**

The investments of the Trust are subject to normal market fluctuations and other risks inherent in investing in securities. These risks may include income risk, credit risk, liquidity risk, reinvestment risk, inflation risk, issue risk, issuer specific risk, market risk among others. There can be no assurance that the expected appreciation in the value of investment will occur. There is no guarantee of capital, income or yield relating to the Trust's investments and it may fall below the expectation of unitholders. There is no certainty that the investment objectives of the Trust will actually be achieved, and no warranty or representation is given to that effect. Investment advice may be sought by an investor before subscribing to the Trust.

## **5.2. Interest Rate Risk**

Interest rate risk is the potential that a change (increase) in overall interest rates will reduce the value of a fixed income security. As nominal interest rates rise, the value of certain fixed income securities held by the Trust is likely to decrease. A nominal interest can be described as the sum of a real interest rate and an expected inflation rate. Inflation rate changes can be sudden and unpredictable, and the Trust may lose money as a result of movements in interest rates. Securities with longer durations tend to be more sensitive to changes in interest rates, usually making them more volatile than securities with shorter durations. Variable and floating rate securities are less sensitive to interest rate changes but may decline in value if their interest rates do not rise as much, or as quickly, as interest rates in general. A wide variety of factors can cause interest rates to rise (e.g. central bank monetary policies, inflation rates, general economic conditions etc.).

## **5.3. Credit Risk**

This is the risk of default on a debt that may arise from the issuer failing to make required payments. Litigation, legislation or other political events, local business or economic conditions, or the bankruptcy of the issuer could have a significant effect on an issuer's ability to make payments of interest and principal. Securities to be invested in by the Trust will be subject to varying degrees of credit risk.

There is the possibility of the Trust losing money if the issuer or guarantor of a fixed income market security invested in, by the Trust is unable or unwilling to make timely principal/and or interest payments, or to otherwise honour its obligations.

## **5.4. Liquidity Risk**

Securities or markets in which the Trust invests may have varied levels of efficiency, liquidity, and regulatory and supervisory controls. This can impact the value or ease of disposal of assets, thereby adversely affecting portfolio performance. Liquidity is



crucial to the overall portfolio profile, thus the Fund Manager will monitor both markets and securities closely. The Fund Manager will track the historical and contemporary liquidity of the markets and specific securities, to ensure sufficiency and safety of liquidity in selected markets and asset classes before authorising investments.

### **5.5. Country Risk**

Government policies, such as currency control and securities industry regulations and directives, as well as the country risk premium priced into securities, may change in tandem with the level of political stability or otherwise in a particular jurisdiction. To mitigate the impact of the investee country's political risk on the portfolio of the Trust, the Fund Manager will dwell heavily on quality country risk research analytics and insights in investment decisions, and endeavour to diversify the investments over a number of safe offshore markets rather than concentrating in one.

### **5.6. Exchange Rate Risk**

Exchange rate risk is the possibility that fluctuations in currency exchange rates might have an impact on a portfolio's profitability. Exchange rates may also cause the value of the underlying overseas investment to go down or up which is likely to result in the fluctuation of return in Ghana cedi terms. The Fund Manager will actively manage exchange risk through close, daily monitoring currency risk factors in all investee countries. Additionally, the Trust will restrict currency exposure to the US dollar only.

### **5.7. Legal Risk**

Since all investments are subject to some level of legal and/or regulatory risks, there could be some contingencies to deal with. However, Ghana's laws are adequately provisioned regarding fiduciary duties of officers and directors of investment management firms and the protection of the investor.

### **5.8. Political and Economic Risk**

Whilst political risk is universal, it is particularly inherent to the emerging market asset class and can take many forms, such as unstable governments, abrupt changes in macroeconomic policies, altered regulations, etc. The Fund Manager will continually analyse current data on these themes and factor relevant new information into effective and efficient decision-making for the preservation of the Trust. In addition to soft factors like immunity from government "interference," the Fund Manager will closely examine factors like forex policy (in the face of potential currency volatility), exposure to the cash economy. Accordingly, the Fund Manager will take into account a nation's history of volatility when making investment decisions.

### **5.9. Market Risk**

Financial markets have bear/bull runs from time to time. Changes in the economy may impact positively or negatively on financial market performance causing fluctuations in the value of equities. The value of your investment may decline due to fluctuations in the market.

### **5.10. Investor Risk**

National laws pertaining to investor rights for equities differ greatly. For example, there are extensive legal frameworks in several nations that govern the obligations of issuers and the rights of investors, including the ability to vote. Few safeguards exist in many nations, and companies' differing voting rights shield them from shareholders—particularly international ones. At the relevant venues, such as the annual general meeting or an extraordinary general meeting, the Fund Manager will bring up concerns to management when corporate activities may not be in line with the interests of all shareholders.

### **5.11. Reinvestment Risk**

Reinvestment risk to the Trust arises when rates change adversely at the time of maturity of an investment resulting in a decline in returns. The Manager will ensure that management of these risks is within its limits to maintain optimal returns on the Trust at all times.

### **5.12. Lack of Rating Criteria for Debt Securities**

There is no credit rating agency in Ghana and therefore there is no rating criterion for the debt securities in which the Trust may invest. In purchasing such securities, the Trust will rely on the Manager's thorough due diligence, analysis of such investments, professional judgment, analysis, and experience in evaluating the creditworthiness of an issuer. The Manager will take into consideration, among other things, the issuer's resources, and its sensitivity to economic regulatory matters.

### **5.13. Execution and Counterparty Risk**

Counterparty risk is the likelihood or probability that one of the parties in a transaction might fail to meet its contractual obligations. In certain marketplaces, there might not be very secure ways to protect against counterparty risk. In such contexts, the Fund Manager shall ensure that our investments are duly rated, in line with GCL's risk appetite.

Apart from that, there may be less-established registration and settlement procedures in some African markets, which could pose operational risks to our investing activities. To mitigate this, the Fund Manager shall conduct thorough pre-trade analysis to assess liquidity, market conditions, and potential execution hurdles. We will also research and understand the registration and settlement procedures in each market to identify any gaps or inefficiencies before any 'go' or 'no go' decision.

#### **5.14. Taxation**

The interest or dividend paid or credited to a unitholder is currently exempt from income tax under the Ghanaian tax laws.

#### **5.15. Target Market Risk**

Golden Eagle Unit Trust has identified individuals, corporate bodies, associations, pension funds, endowment funds, provident funds, and other institutions as the target market.

The Trust is structured to meet the investment needs of the following types of investors:

- i. Ghanaian citizens and corporate institutions
- ii. Foreigners and foreign corporate institutions
- iii. Lecturers, students, workers of the tertiary institutions and tertiary institutions
- iv. Ghanaian financial institutions and insurance companies
- v. Endowment, pension and pension trust
- vi. Churches and religious organizations
- vii. Professional bodies, associations and clubs.

There is the risk that the targeted investors may either have insufficient funds or interest in the Trust during the IPO to make it a success. The Manager guarantees an initial minimum subscription of Five Hundred Thousand Ghana Cedis (GHS500,000). In the event that after the closure of the IPO the minimum subscription is not raised, the Manager guarantees to purchase units to make up for the shortfall between the amount raised and the guarantee minimum subscription. This sufficiently ensures that the IPO would be a success.



# GENERAL & ADDITIONAL INFORMATION

# 6

## **6.1. Publication of Reports**

The financial year of the Trust begins on the 1st day of January and ends on the 31st day of December each year. Annual and half-year audited accounts and reports will be published before the end of four months and two months (or such period such as may be described by the Commission) respectively after the end of the accounting period for a full and a half-year respectively.

Audited annual reports and unaudited reports may be mailed to unitholders at their registered addresses. Unitholders shall also be furnished with emails and electronic versions of all documents and publications regarding this Trust. These include contract notes, receipts, investor statements, annual reports, notice of General Meetings etc.

## **6.2. Inspection of Constitution and Reports of The Trust**

Copies of the Trust Deed, any amending instrument to the Trust Deed, the latest Prospectus and recent annual reports may be inspected and obtained from the Manager's head office, which is:

*GCB Capital Ltd  
49 Ndabaningi Sithole Road, Labone  
P.O.Box 134, Accra*

## **6.3. Unitholders Complaints Procedure**

Complaints about the operation of the Trust may be made to GCB Capital Ltd. ("the Manager").

- i. The Manager of the Trust shall maintain a register into which it shall be recorded every complaint received, the date on which the complaint was received and the details of it.
- ii. The Manager shall investigate or cause the investigations of all complaints received in an expeditious manner.
- iii. If for any reason the complaint is not settled, to the satisfaction of the complainant within 3 months after its receipt by the Manager, the Manager shall give notice to the Commission of the details of the complaint, the action taken in response to it, and inform the complainant that the Commission has been notified and provide the date of the notice.
- iv. After receipt of the notice, the Commission shall investigate the complaint and provide the complainant with such redress as is provided under the law.

#### **6.4. Guaranteed Minimum Initial Subscription for the IPO**

The Manager of the Trust guarantee an initial minimum subscription of Five Hundred Thousand Ghana Cedis (GHS500,000.00). In the event that after the closure of the IPO, the minimum subscription amount is not raised, the Manager guarantees to make up for the shortfall between the amount raised and the guaranteed minimum subscription. In compliance with regulation 7(3) of the L.I 1695, the Manager of the Trust shall contribute a minimum of GHS25,000 representing five percent (5%) of the initial minimum subscription amount.

#### **6.5. Regular Investment Plan**

This is a purchase plan that allows an investor to make payments to the Manager on a periodic basis to purchase units in the Trust. The initial minimum value for investors on the regular investment plan is GHS100. Thereafter, additional investments should be a minimum of GHS100 periodically.

The unitholder may transfer regular payments automatically from a bank account on a periodic basis to the Manager or through the issuance of postdated cheques periodically for the investment in the Trust. The Manager will not be responsible for the consequences of delays and any charges imposed by the unit holder's bank. The Manager may alter or terminate this arrangement at any time. Investments for the regular purchase plan may also be made via cash payment to the Manager or designated agents of the Manager. Investors are to contact the Manager for further information on this service.

A minimum lump sum deposit of GHS100 is required for investors not on the regular investment plan.

#### **6.6. Investment Account**

The Manager shall maintain an investment account for every unitholder and send a statement of account to the unitholders at least half yearly or on request from the unitholders. This statement will show activities on the account since the preceding statement, if any. Unitholders will receive separate confirmation for each unit purchase or redemption transaction.

#### **6.7. Benefits of Investing in the trust**

Investment in units of the Trust potentially offers several benefits. Many investors, particularly individuals, lack the information or capability to invest in a variety of high capital appreciating and income earning securities. This Trust could significantly address this by changing the characteristics of the investor's portfolio in terms of risk diversification, liquidity and high returns. The Trust offers investors the possibility of obtaining capital appreciation through carefully selected assets and expert portfolio management.

### **6.8. Material Contracts**

The contract entered into by the Trust which is considered material for the purpose of this issue is the Trust Deed between GCB Capital Ltd. and the Trustees of the Trust, Fidelity Bank Ghana Limited. Copies of the Trust Deed can be inspected and obtained from GCB Capital Ltd (“The Manager”) at No. 49 Ndabaningi Sithole Road, Labone, Accra.

### **6.9. Issue Costs**

The Manager shall pay all expenses related to the making of this offer for subscription, including fees payable to the regulatory authorities.

### **6.10. Meetings, Attendance & Voting**

- i. The unitholders of the Trust shall meet for the transaction of business at such time and place as the Manager of the Trust may determine except that the Manager shall hold such meetings at least once a year.
- ii. Notices of all meetings will be published in a widely circulated print media at least twenty-one (21) days prior to the meeting. Notices will be sent to registered unitholders by post or by electronic mail using their addresses in the register of unit holders. The Manager shall prepare or cause to be prepared in accordance with the Unit Trust and Mutual Fund Regulations, 2001 (LI 1695) a report referred to as the ‘investor report’ in respect of each annual and half-yearly accounting period in order to facilitate the review of the performance of the Trust by unitholders.
- iii. Each unitholder is entitled to only one copy of the investor report. Unitholder communication will be mailed to identified unitholders regardless of the account such unit holder has.
- iv. The Manager of the Trust shall upon request in writing of investors registered as holding not less than one twentieth of the number of interests in issue or at the request of the Trustee made in writing, convene a meeting of investors within thirty days (30) of the date of request.
- v. The Manager may attend any meeting of investors, but the Manager is not entitled to vote or be counted for quorum in its capacity as the Manager.

### **6.11. Performance Information**

For the purposes of advertising, performance will be calculated on the basis of average annual total return. Advertisements may also include performance calculated on the basis of total return.

Golden Eagle Unit Trust’s prices will be published at GCB Capital Ltd premises and on its website.

Average annual total return quotations for the specified periods will be computed by finding the average annual compounded rates of return (based on net investment income and any capital gains or losses on the portfolio investments over such periods) that would equate the initial amount invested to the redeemable value of such investment at the end of each period. The return is expressed as a percentage rate which, if applied on a compounded annual basis, would result in the redeemable value of the investment at the end of the period.

The total return is computed on a per-unit basis. Total return generally is expressed as a percentage rate which is calculated by combining the income and principal changes for a specified period and dividing by the maximum offering price per unit at the beginning of the period. Advertisements may include the percentage rate of total return or the value of total return. Total return may also be calculated by using the net asset value per unit at the beginning of the period instead of the maximum offering price per unit at the beginning of the period. Performance will vary from time to time and past results are not necessarily representative of future results.

Unitholders should remember that performance is a function of portfolio management in selecting the type and quality of portfolio securities and is affected by market conditions and operating expenses. Performance information, such as is described above, may not provide a basis for comparison with other investment or other investment companies using a different method of calculating performance.

#### **6.12. Documentation for Inspection**

Copies of the following documents may be inspected at the offices of the manager:

- i. The Constitution of GCB Capital Ltd (the Manager)
- ii. Prospectus/Particulars
- iii. The Trust Deed
- iv. Audited Account of the Manager
- v. Regulation of The Trust
- vi. Register of Unit Holders/Investors
- vii. Register of Schedule of the Trust's Assets
- viii. Written Consents
- ix. Any Amending Instruments

# IPO APPLICATIONS & CONTRACT NOTES



## **7.1. Application**

Application for interests in the Trust must be made on the Application Form attached. Care must be taken to complete the form as a wrongly completed form will be rejected.

Application for the units now offered will be GHS1 per unit. Application for the units must be for a minimum of GHS100 and multiples of GHS10 thereafter.

The number of units for which the application is made and the amount of the cheque, money order or cash attached should be entered in the spaces provided. An applicant should write his/her full name and address in the space provided. All joint applicants should provide their full names and addresses in the space provided. Applications being made in trust for a child or for children must provide the full name of the child or children in whose name(s) the account is being held in trust.

Each completed and signed Application Form should be forwarded together with cash, cheque or electronic funds transfer for the full amount of the purchase price to the Manger or any of the designated Receiving Agents.

Cheques and money orders must be crossed “Golden Eagle Unit Trust” and made payable to the Receiving Agent with whom the application is lodged. All money transfer charges, if any, must be paid by the applicant by boldly endorsing and signing as commission to the drawer’s account number. No application will be accepted unless this has been done correctly. All cheques will be presented upon receipt and all applications in respect of which cheques returned unpaid will be rejected.

## **7.2. Dispatch of Contract Notes**

The Manager reserves the right to accept or reject any application. Subscription monies will be retained in a separate bank account by Golden Eagle Unit Trust, pending investment. Contract Notes for accepted applications will be sent to the email address of the applicant within twenty-eight (28) days of the close of the IPO.

If any application is not accepted, the amount paid on application will be returned in full either in person to the subscriber, through the post, or to a designated bank account within 28 days of the close of the IPO, or after 28 days, interest will be paid at the prevailing Bank of Ghana Prime Rate.



### **7.3. Receiving Agents for IPO Purposes**

Completed and signed Application Form(s) together with payment for units applied for can be submitted to:

i. The offices of The Manager being:

*GCB Capital Ltd,  
49 Ndabaningi Sithole Road, Labone,  
P. O. Box 134, Accra.*

ii. Any GCB Bank PLC Branch;





iii. By E-mail: [gclfunds@gcb.com.gh](mailto:gclfunds@gcb.com.gh)

Copies of the Prospectus and Application Form(s) may be obtained free of charge from the offices of the Manager, any GCB Bank PLC Branch or from the website of GCB Capital Ltd.

Tel: +233 (0)30 294 5838/ 030 294 9347

Email: [gcl@gcb.com.gh](mailto:gcl@gcb.com.gh)

Web: [www.gcbcapital.com.gh](http://www.gcbcapital.com.gh)

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