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# DEFINITIONS

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

“Application Form”	The form of application for Shares enclosed with this Document.
“Accounting Day”	Means the 31st day of December in every calendar year.
“Accounting Period”	Means a period ending on an Accounting Day and starting from the official commencement of the Fund.
“Dealing Day”	Means any day on which shares can be redeemed and purchased and shall be every business day. Sundays, Saturdays and public holidays are not business days.
“Investment”	Means fixed income securities (including government bonds and notes, corporate bonds, notes, commercial papers, fixed deposits), listed equities trading on the Ghana Stock Exchange and other regulated stock exchanges.
“Manager”	Means Nordea Capital Limited.
“Management Fee”	Annual charge of 2.0% of the average daily Net Value of the Fund due to the Manager for providing management, advisory and supervisory services to the Fund.

“Qualified Accountant”	Means an accountant who is a member of the Institute of Chartered Accountants of Ghana.
“The Assets”	Means all the assets held by the Fund less that of the Payout Account.
“The Auditors”	Means a Qualified Accountant appointed by the Manager and the Custodian to act as Auditors of the Fund.
“The Code”	Companies Act of 1963, (Act 179).
“The Directors”	Means The Directors of Nordea Income Growth Fund.

“The Custodian’s Fees”	The Custodian shall be paid a monthly fee based on Fund’s average monthly net asset calculated at an annual flat fee of GH¢ 5,000 for funds up to GH¢1,000,000. 0.75% for funds from GH¢1million and GH¢5million, 0.65% for funds from GH¢5million to GH¢10million and 0.45% of the excess over GH¢10million. In addition, the Fund shall reimburse the Custodian for agreed upon out-of-pocket expenses incurred by the Custodian in connection with the performance of its duties as Custodian.
“The Fund”	Means Nordea Income Growth Fund.
“Trading Day,”	Means all business days on which the stock market is opened for business.
“Custodian”	Means the persons appointed by the Fund Deed dated May 07, 2014.
“Share”	Means one undivided part of the Nordea Income Growth Fund scheme.
“Share Holder” or “Holder”	Means the registered sole or joint holder of a ordinary shares in the fund.
“Value”	Means, the principal plus accrued interest. Regarding other assets, “Value” means the price of the asset determined by the Manager and approved by the Custodian. The value of Investments that have been agreed to be purchased or sold shall be included according to the status of such sale or purchase.
“Year”	Means calendar year.
“Lump Sum Purchase”	A one-time purchase.
“The Offer”	The offer of Shares of Nordea Income Growth Fund to the general public.

“Net Asset Value”	The value of the net assets of the Fund as determined in accordance with the terms of this Prospectus.
“Regular Investment Purchase”	The regular monthly purchase of Shares.
“NIG Fund”	Nordea Income Growth Fund

## CAUTION STATEMENT

Nordea Capital Ltd (or the “Manager” in this document) has prepared this prospectus for the purposes of issuing Shares for the Nordea Income Growth Fund (the “Fund”) in line with the provisions of the Securities Industry Act, 1993 (PNDCL 333), Securities Industry (Amendment) Act, 2000 (Act 590), Securities and Exchange Commission Regulations, 2003, (L.I. 1728) and the Unit Trust and Mutual Funds Regulations, 2001 (LI 1695).

Shares are offered on the basis of the information contained in this Prospectus and other documents referred to therein. Any further information or representations given by any dealer, salesman, or other person should be strictly disregarded and accordingly should not be relied upon.

There are fees and charges involved in investing in the Fund. We suggest that you consider these charges carefully prior to making an investment decision. Past performance and income distributions

are not guaranteed and may not be reflective of future performance and income distributions.

Persons resident in territories other than Ghana should consult their professional advisers as to whether they require any governmental or other consent or need to observe any formalities to enable them to invest in the Fund or to determine if the Fund may be lawfully sold in their jurisdiction.

We recommend that the Prospectus which has been filed with the Securities and Exchange Commission, who takes no responsibility for its contents, is read in its entirety before committing to acquire Shares in the Fund. If investors are in any doubt of any feature or nature of the Fund, they should consult their financial or other professional advisors.

Interested persons can contact Nordea Capital on **0302-220 661** or **0302-244 322** to obtain further information concerning the Fund.



# Grow That Mustard Seed Income

Easy Wealth with 



## THE OFFERING

The Fund is initially offering 500,000 Shares. The Nordea Income Growth Fund an open-ended Mutual Fund, consisting of an unlimited number of Shares at an initial cost of 20Gp per Share.

The Prospectus is being issued under the Securities Industry Act, 1993 (PNDCL 333), Securities Industry (Amendment) Act, 2000 (Act 590), Securities and Exchange Commission Regulations, 2003, (LI 1728) and the Mutual Funds and Mutual Funds Regulations, 2001 (LI 1695). A copy of the Prospectus, together with copies of documents specified therein, has been delivered to the Securities and Exchange Commission.

The initial offering period for shares of the Fund begins at 10:00am on 25 February, 2015 and ends at 5:00pm on 25 March, 2015. Any change to this period will be made by the Manager and with the approval of the Securities and Exchange Commission. All applications for Shares should be directed to the Manager at its registered office:

Nordea Capital Ltd  
No. 10 Dantu Street  
Awudome Roundabout – Accra  
Tel:+233 (0) 302 220 661/ 244 322  
Cell:+233 (0) 243 116 100  
Email: [info@nordeacapital.com.gh](mailto:info@nordeacapital.com.gh)  
URL: [www.nordeacapital.com.gh](http://www.nordeacapital.com.gh)

  
nordea income growth fund Ltd



# Grow That Mustard Seed Income

Easy Wealth with 



The letters 'nigf' are rendered in a large, 3D, green font. A small green plant with three leaves is growing out of the top of the letter 'i'. The letters are set against a background of green grass.

# PROSPECTUS SUMMARY

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

The Fund	The name of the fund is Nordea Income Growth Fund. It is an open-end mutual fund, which was established on June 19, 2014 with an unlimited duration. The fund will invest primarily in fixed income securities as well as equity securities listed on all organized stock exchanges including the Ghana Stock Exchange (GSE) as well as unlisted equities.
Shares Offered	Ordinary shares of no par value
Initial Minimum Purchase	200 shares and thereafter in multiples of 100 shares under the IPO
Investment objective and policy	Nordea Income Growth Fund is a balanced fund with the objective of preserving and enhancing shareholders' wealth to meet medium to long term financial goals, while creating liquidity to meet short term needs. Under normal market conditions, 50% of the Fund's net assets shall be invested in fixed income securities and the residual 50% in equities. The Fund seeks to provide long term income and capital growth, by producing returns commensurate with the risk levels, based on careful attention to detail, extensive forward planning and rigorous portfolio selection.
The Fund Manager	Nordea Capital Limited, a SEC Licensed Investment Advisor

Management Fee	The Manager shall receive a management fee not exceeding 2.0% per annum of the Fund's average daily net assets value on a monthly basis
Dividends and Distribution	No dividends shall be paid out to investors. 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 shares.
Redemption	Shares can be redeemed by applying in person at the offices of the Manager or in writing to the Manager on every business day except on public and statutory holidays.
Base Currency	The base currency of the Fund is the Ghana Cedi.
Risk factors	The Fund will invest in equity securities and fixed income instruments. Investments of the Fund will be subject to normal market fluctuations. Investments in the securities carry certain risks associated with greater economic uncertainty, small size of markets, and greater price volatility.
Regular Investment	A regular investment plan exists for the benefits of investors who would like to purchase shares on a regular basis. This is set at a minimum value of GHC20.

## OFFER TIMETABLE

	DATE	TIME
Start of Offer	25 February 2015	10:00am
End of Offer	March 17, 2015	5:00pm
Deadline for Acceptance of Forms from Receiving Agents	March 20, 2015	5:00pm
Allotment Begins	March 23, 2015	8:00am
Allotment Ends	March 26, 2015	5:00pm
Results of the Offer Submitted to the Commission	March 30, 2015	5:00pm
Dispatch of Contract Notes	March 31, 2015	5:00pm
Continuous Offer Begins	April 1, 2015	8:00am

## THE MANAGER

Name:	Nordea Capital Limited
Date of Incorporation:	March 28, 2013
Country of Incorporation:	Ghana
Registration Number:	C0001729799
Nature of corporate form:	Limited Liability
Address:	No. 10 Dantu Street Awudome Roundabout – Accra
Telephone number:	+233 (0) 302 220 661/ 244 322
Email:	info@nordeacapital.com.gh
Website:	www.nordeacapital.com.gh

## BOARD OF DIRECTORS OF THE FUND MANAGER

Name of Director	Position and Qualification	Areas of expertise	Other Affiliations
Rev. Dr. Paul Frimpong-Manso	Board Chairman- PhD, MSc	Divinity	Prime Insurance Company, Assemblies of God
Dr. Samuel William Hanson	Director-PhD, MSc, BSc	Agriculture	
Dr. Mohammed –Aminu Sanda	Director-Post PhD, PhD, MSc, MSc, BSc	Human Resource	
Nana Ama Amponsah	Director/Secretary-LLB, LLM	Legal	CJ Plus Attorney Sunlife Management Services, Consolidated Shipping Agencies Ltd and Premier Alumetal
Edem Bart Williams	Managing Director- PhD, MSc, BSc	Investment Banking	Western Rural Bank



# Corporate Finance

## BOARD OF DIRECTORS OF THE FUND

Name of Director	Position and Qualification	Areas of expertise	Other Affiliations
Stella Segbawu	Chairperson MBA, BSc	Investment Banker/ Insurance	Donewell Life Assurance Company, NNF Esquire Company Limited
Nana Ama Amponsah	Director/Secretary LLB, LLM	Legal	CJ Plus Attorney Sunlife Management Services, Consolidated Shipping Agencies Ltd and Premier Alumetal
Frank Quayson	Director MBA, BSc	Finance & Accounting	
Edem Bart Williams	Director PhD, MSc, BSc	Investment Banking	Western Rural Bank Nordea Capital

## OTHER ADVISORS

THE CUSTODIAN	
Name:	Universal Merchant Bank
Date of Incorporation:	June 1971
Country of incorporation:	Ghana
Address:	44 Kwame Nkrumah Avenue, Accra P.O. Box 401, Accra
Telephone number:	+ 233 (0) 302- 666331-5; 0302 251131-5
Fax:	+ 233 (0) 302- 667305; 0302 251138
Email:	info @ myumbbank.com Custodian_custodyservices@merbangh.com
Solicitors	CJ Plus Attorneys Jislah Place, Kokomlemlé P.O. Box CT 7014 cantonments-Accra Tel: + 233 (0) 302-242 690/ 0289 013 893 Email: jakamponsah2008@yahoo.com



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Bankers	Access Bank Ghana Limited P.O. Box IPS Branch P.O. Box LG 149 Legon-Accra Tel: 0302 522 196/7 Fax: 0302 522 196/7 www.accessbankplc.com/gh
Auditors	Taylor, Folson & Associates P.O. Box GP 584, Accra Tel: + 233 (0) 302-227731 Fax: + 233 (0) 302-227731 Email: manifols54@yahoo.com
<b>RECEIVING AGENTS</b>	
Nordea Capital Ltd	Nordea Capital Ltd No. 10 Dantu Street Awudome Roundabout – Accra
Universal Merchant Bank	44 Kwame Nkrumah Avenue, Accra
uniBank Ghana	Royalt Castle Rd, Kokomlemle, Accra
Western Rural Bank	No. 18/3 Lagoon Rd, Secondi

## PART 1: CONSTITUTION AND OBJECTIVES OF THE SCHEME

### 1.1 The Mutual Fund

The name of the scheme is Nordea Income Growth Fund (the “Fund”)

### 1.2 Investment Objectives of the Mutual Fund

The objective of the fund is to preserve and enhance shareholders wealth by investing in securities to meet medium to long term financial goals.

### 1.3 Fundamental Investment Policy

The Fund shall be established and will operate in accordance with L.I.1695. The Fund shall be marketed as a “**BALANCED FUND**”, which means it will invest in a combination of listed equities, bonds, as well as other suitable fixed income securities to achieve its investment objective.

The Fund Manager shall have the discretion to select specific investments within the equity and debt asset classes. The table below shows target asset class allocations during bullish and bearish market conditions:

Market Condition	Target Allocation
Global Equities	Up to 10%
Domestic Equities	30% – 60%
Government Bonds/Fixed Income Securities & Treasury Bills	25 – 60%
Cash & Cash Equivalent	5%

These limits shall be subject to an annual review. Although the funds will be managed to achieve maximum returns, due to the inherent risk in stocks the total attainment of the objectives of the investment cannot be guaranteed. The Fund shall however be expected to deliver optimum returns on a best effort basis.

### 1.4 Permissible Investments

The fund is authorised to invest in listed stocks and fixed income/money market oriented securities. In addition to the foregoing restrictions, the Fund may be subject to investment limitation, portfolio diversification requirements and other restrictions imposed by the laws of Ghana.

### 1.5 Investment in Schemes or Property Managed by the Manager or its Associates

The Manager is authorized to invest in other Collective Investment Schemes whether managed by the Manager, its associates or by any other entity.

### 1.6 Limitations on Investment

The Fund Manager shall observe the following restrictions in accordance with the Fund's policies and in line with applicable laws and market condition;

The Fund shall not invest in commodities, futures or options,

The Fund shall not invest more than 10% of its total net assets in any type of real estate other than the securities of real estate companies or companies that have engaged in real estate investment activities,

The Fund shall not invest more than 25% of the net asset value of the scheme in securities issued by a single issuer,

The Fund shall not invest more than 10% of the net asset value of the scheme in any particular class of securities,

The Fund shall not invest more than 10% of the net asset value of the scheme in any other collective investment schemes,

The Fund shall not invest more than 15% of the total

net asset value of the scheme in securities not listed or quoted on an authorized stock exchange,

The Fund shall not 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,

The Fund shall not make any investment that will result in the Manager, Custodian or the scheme gaining management control of a company in which the investment has been made,

The Fund shall not make short sales of securities or maintain a short position,

a. The Fund shall not acquire any securities which are unpaid or partly-paid for

b. The Fund shall not apply any part of the assets of the scheme in the acquisition of an investment which is likely to involve the scheme in any liability, contingent or otherwise,

c. The Fund shall not enter into underwriting or sub-underwriting contracts in relation to the subscription or purchase of any investment

d. Invest in any securities of a class in a company or other body if any officer or collectively, officers of the Manager of the scheme own more than 5% of the

total nominal amount of the securities of that class issued by the company or body.

However, changes in prices of securities or properties may result in the above restrictions being affected. The fund manager will take immediate steps to correct any breaches to the investment restrictions brought about by changes in prices of securities.

### 1.7 Winding up of the Fund

The manager of the Fund may in writing and with the approval of the Commission terminate the fund if the purpose of the scheme cannot be accomplished. The Manager shall be entitled to terminate the Fund if in its bona fide opinion the Fund has failed to attract sufficient participation to enable it to be viable. This shall be done in accordance with the provisions of the Companies Act, 1963 (Act 179). Where the fund is wound up, the liquidator may, with the sanction of a special resolution of the fund and any other sanctions, divide amongst the shareholders in specie or kind the whole or part of the fund assets, whether the assets consists of property of the same kind or, and may for this purpose set a value that the liquidator considers is fair upon any property to be divided as mentioned and may determine how the division is to be carried out as between the members or different classes or members.

The liquidator may vest the whole assets or any part of the assets in trustees upon trust for the benefits of the shareholders on such conditions as the liquidator thinks fit. No member shall be compelled to accept any securities on which there is any liability.

### 1.8 Dividend Policy

It is the intention of the Fund to re-invest all its investment income. Therefore dividends will neither be declared nor distributed. As a result, individual investors may benefit from a growth in the Net Asset Value of each Share of the Fund they hold.

### 1.9 Borrowing Powers

Subject to any statutory requirements and prohibitions for the time being in force and to the terms and conditions of the constitution of the scheme and the scheme particulars, the Board of Directors may upon the request of the manager borrow for the account of the scheme, any monies whether in local or foreign currency for the sole purpose of enabling the manager to meet request for redeeming interests in the scheme.

The following provisions shall apply in connection with the borrowing:

a. the borrowing may be from the custodian or its associate on the best commercial terms

b. the aggregate outstanding of borrowings whether in local or foreign currency at any time shall not exceed 15 per cent of the net value of the assets of the scheme;

c. 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;

d. for the purpose of securing the borrowing, the Board of Directors of the Fund is entitled, with the concurrence of the Manager, to charge or pledge in any manner all or any part of the assets of the scheme, and where any part of the assets of the scheme or any document of title of the assets is for the time being under the custody and control of a person other than the custodian in consequence of any charge or pledge, the provisions of the regulations as to the custody and control of the assets of the scheme or the documents of title to the assets shall be deemed not to have been infringed;

e. any charge or pledge on the assets of the scheme

shall be made upon the terms that no action shall be taken to enforce the security constituted until thirty days after notice in writing has been given to the Board of Directors of the Fund demanding repayment of the monies secured;

f. where borrowing is undertaken for the account of the scheme, assets that form part of the deposited property may be registered in the lender's name or a nominee appointed by the lender; provided that the lender or its nominee,

g. enters into a written commitment that under no circumstances will it pledge or obligate any part of the assets to any other person or use any part of them to margin, guarantee, secure, discharge or settle any borrowing, trades or contracts, or dispose of any part of them, or treat them as if any person other than the Fund and the lender had any interest in them.

h. Where the assets of the scheme or any part of the assets is registered in the name of lender as security for a loan obtained for and on behalf of the scheme, the custodian is liable for any act or omission of the

lender's agent with respect to the property

i. Any cash raised by borrowing for the schemes shall constitute a part of the assets of the scheme

### 1.10 Maintenance of Prudent Levels of Liquidity

In the interest of prudence and efficient management of the fund, the Manager will maintain prudent levels of liquidity.

### 1.11 Accounting Dates

The accounting period of the Fund 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.



## PART TWO: CHARACTERISTICS OF INTEREST IN THE FUND

### 2.1 The Shares

The share capital of the Fund shall at all times equal its net asset value as hereinafter defined. The Fund consists of an unlimited number of Shares of beneficial interest at an initial price of 20Gp per Share.

All Shares are entitled to participate equally in the property and income of the Fund. However, the Fund shall re-invest all its investment income.

### 2.2 Description of the Share Holder Rights

The nature of rights represented by an interest in the Fund is that of a beneficial interest under the Fund. Shareholders, under the Fund Deed, are entitled to

one vote per share in all resolutions to be adopted in respect of the Fund and do not have cumulative voting rights.

### 2.3 Evidence of Shares

Contract Notes will be issued to shareholders for the purchase of shares and will be evidence of title to Shares.

## PART THREE: VALUATION OF PROPERTY, CHARGES, DISTRIBUTION AND FEES

### 3.1 Determination of Net Asset Value

The Manager of the Fund shall publish the Net Asset Value of the shares of the Fund at 4.00 pm on days that the Ghana Stock Exchange is open for trading and in a well circulated newspaper at least two working days in a week.

The Net Asset Value (NAV) per share will be computed by dividing the net value of the Fund's assets (the value of its assets less its liabilities) by the total number of shares outstanding at such time.

Shares and other investments listed or quoted on a recognized or designated Stock Exchange shall be valued at the last traded price before the close of business on the relevant Stock Exchange.

Fixed Income instruments shall be valued at cost plus accrued interest as at the date of valuation.

All other investments shall be valued at market price using conventional valuation methodologies.

The Manager will continually assess the methods of valuation and recommend changes where necessary

to ensure that the Fund's investments are valued at their fair value as determined in good faith by the board of directors.

### 3.2 Management Fee

Management fee will not exceed 2.0% per annum on net assets of the Fund. The fees payable to the Fund Manager for its services will be a percentage based upon the average aggregate market value of all managed assets of the Fund each month. The management fees are payable at the end of each month for the Fund Manager's services for that month.

The Board and the Manager by mutual agreement can authorise the Management fee to be calculated and paid at periods other than on monthly basis provided the interest of the shareholders is not jeopardized.

### 3.3 Custodian Fee

The Custodian is entitled to receive remuneration for its services, which together with any indirect taxation, shall be paid out of the Fund's assets.

The periodic charge payable to the Custodian shall be calculated in respect of successive calendar monthly periods ("payment period") but no charge shall be payable in respect of the initial offer period. The fee paid to the Custodian shall not in any event exceed what the Commission determines. For the purposes of calculating the Custodian's charge in respect of any payment period, the value of the property of the Fund shall be determined by striking an arithmetic average of the bid basis and offer basis of the valuation carried out in accordance with the Law and Regulations at the recent valuation point.

### 3.4 Administration Fees

Administration Fee which comprises expenses relating to regulatory bodies, distribution, stationery,

and postage shall be 0.75% of NAV per annum. No preliminary charge or redemption charge is imposed on the Fund.

### 3.5 Directors Remuneration

The remuneration of the Directors of the Fund will be determined from time to time by its Board of Directors approved by shareholders. The remuneration and other expenses of directors shall be paid out of the assets of the scheme. The Board of Directors of the Fund Manager shall not receive any remuneration and expenses from the fund.

## PART FOUR: ISSUE AND REDEMPTION OF SHARES

### 4.1 Initial Offer of Interests and Minimum Interest

The Initial Offering of interests in the Fund will be at 20Gp per Share and expected to raise a minimum amount of GH¢ 100,000. The initial offer shall open for a period not exceeding 21 days inclusive of the days on which the offer opens and closes, but the period may be extended with the approval of the Commission. The minimum initial purchase per investor shall be 200 shares and subsequent in multiples of 100 shares.

### 4.2 Days and Times for Issues and Redemption

The Manager will be available to receive requests by investors for the purchase and redemption of interests in the Fund on every business day from 8:00 am to 5:00 pm at the offices of the Manager.

### 4.3 Purchase of Shares

Eligible investors may purchase shares on any business day between 8:00am and 5:00pm using the application form accompanying this Prospectus.

Nordea Income Growth Fund reserves the right to reject or restrict any purchase or exchange order for

any reason.

Investors may arrange with their financial institutions, pursuant to procedures approved by the Manager to place orders to purchase Shares. To initiate the placement of a purchase order, the financial institution should contact the Manager by mail, facsimile or telephone. Orders are deemed to be received when the Manager receives payment.

### 4.4 Initial Charge

The Fund imposes no initial charge upon subscription of Shares.

### 4.5 Procedure for Purchase

Applicants shall complete standard application forms and submit same to the office of the Manager. Telephone or electronic requests must be confirmed in writing. Cheques will be cleared first before the processing of applications by the Manager.

The base currency is the Ghanaian Cedi (GHS). However, applicants making purchases with other currencies should allow for currency conversion

which may result in a delay. Contract notes shall be mailed to investors or their appointed agent if requested at the risk of the applicant.

The fund will inform an applicant if possible, the total number of shares allotted and the total cost after the price at which the shares are to be issued has been established. Contract notes shall be mailed to the applicant or his appointed agent if requested at the risk of the applicant.

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.

### 4.6 Receiving Agents

The receiving agents for the offer shall be:

- Nordea Capital Ltd
- Merban Investment Holdings Limited
- Unibank Ghana Limited
- Western Rural Bank

### 4.7 Redemption of Shares

a. Shares can be redeemed by applying in person at the offices of the Manager on every business day except on public and statutory holidays.

Redemptions may also be made by filling a redemption form available online on the official website of the Manager ([www.Nordeacapital.com.gh](http://www.Nordeacapital.com.gh)).

b. The Manager shall on receipt by it or by its duly authorized agent of a request in writing from an investor to redeem all or any part of the interests comprised in the investor's holding, proceed to do so at a NAV as at the date of receipt of request less any fees, levies and charges attached to the redemption if any.

c. A request for redemption should be satisfied by the Manager on a first come first served basis.

d. A request for redemption is not valid unless the investor has delivered to the Manager or its authorized agent the contract note representing the interests to be redeemed with an endorsement duly completed by the investor or in the case of joint investors, by both or all of them.

e. The maximum interval between the receipt of a properly documented request for the redemption of interests in the Fund by the Manager and the payment of the redemption money to the investor shall not exceed five (5) working days except that if for any reason it is not possible to make payment of the redemption money within this time frame, the

Commission shall be notified immediately of this with reasons.

f. A receipt signed by the investor for the monies paid to the investor in respect of the interests held by the investor shall be a valid and sufficient discharge to the Manager and Custodian of the Fund, of all obligations on account of an application for redemption of receipts of interests, and in the case of several persons who are registered as joint investors, the receipt shall be signed by every one of the investors.

#### 4.8 Procedure for Redemption

Notice of redemption shall be deposited with the Manager accompanied by such other evidence as may be required to prove the holder's title and the right to redeem. The notice will require among other things signatures of all persons, in whose names the Shares are registered, signed exactly as their names appear on the purchase documents.

The Manager shall redeem all or part of the investments of a shareholder in the Fund upon request. Cheques shall be issued for payment of Shares and shall be drawn on an account lodged with the Custodian. The payment of redemption for a properly documented request shall not exceed five (5) business days from the date of receipt of redemption

notice, unless for any reason it is not possible to make payment of the redemption money within the time frame. Under such situations payment will be effected as soon as practicable when the difficulty is resolved.

#### 4.9 Redemption Charges

The table below describes the fee to be charged to a shareholder upon redemption. The fees will be applied as a percentage of the amount redeemed.

Subscription Fee	None
Redemption Fee within 1 year	2.5%
Redemption Fee within 2 years	2.0%
Redemption Fee within 3 years	1.0%
Redemption Fee after 3 years	None

#### 4.10 Temporary Suspension of Valuation of the Shares and of Sales and Redemptions

The Manager, with prior approval from the Board of Directors, may suspend the determination of the net

asset value of the Shares and the sale or redemption of the Shares during:

Any period (other than ordinary holiday or customary weekend closings) when any Regulated Market is closed which is the main Regulated Market for a significant part of the Fund, or in which trading is restricted or suspended.

Any period when any emergency exists as a result of which disposal by the Fund of investments which constitute a substantial portion of the assets of the Fund is not practically feasible;

Any period when for any reason the prices of any investments of the Fund cannot be reasonably, promptly or accurately ascertained by the Fund ; or

Any period when proceeds of any sale or redemption of the Shares cannot be transmitted to or from the Fund's account.

Any such suspension shall be published by the Fund in such a manner as it may deem appropriate to the persons likely to be affected thereby and shall be notified immediately to the Securities and Exchange Commission.

#### 4.11 Confirmations

The Manager shall maintain a Share account for each Shareholder of record. Confirmations of each issue, purchase or redemption and of reinvested dividend payments are sent to Shareholders of record semi-annually. All Shareholders will receive Confirmation Notes as evidence of title to interests in the Fund.

#### 4.12 Publication of the price of the Shares

Except where the determination of the sale and redemption prices has been suspended, the issue and redemption prices of the Shares will be published on our website and will be available at the premises of the manager every business day. The sale and redemption prices will also be published in a national newspaper at least once every week. Also, with the prior approval of the Commission, the frequency of the publication may be reduced if the reduction is not prejudicial to the interest of investors.

#### 4.13 Market for the Shares

The shares of the Fund will not be listed on any stock exchange. All dealings in the shares will be at the registered office of the manager.

## PART FIVE: RISK FACTORS AND SPECIAL CONSIDERATIONS

### 5.1 Statements of Caution

The investments of the Fund are subject to normal market fluctuations and other risks inherent in investing in securities. There can be no assurance that any appreciation in the value of investment will occur. The value of investments and the income derived from them may fall as well as rise and investors may not recoup the original amount they have invested in the Fund. There is no certainty that the investment objectives of the Fund will actually be achieved and no warranty or representation given to the effect. An investor may seek investment advice before subscribing to the scheme.

### 5.2 Market Risk

Market value of the Fund's Shares depends on the value of the securities it owns. The value of the individual securities the Fund owns will fluctuate depending on the performance of the companies that issued them, economic conditions, and investors' confidence.

### 5.3 Risk of Fixed Income

Under normal conditions the Nordea Income Growth Fund may invest up to 50% of its net assets in fixed income securities. The Fund and its Shareholders may bear the risks associated with fixed income investment. These risks include, without limitation credit risk, interest rate risk, and high yield securities:

### 5.4 Legal Risk

Ghana's law regarding fiduciary duties of officers and directors of investment management firms, and the protection of investors are developing and laws may not exist to cover all contingencies. As a result, the administration of laws and regulations by government agencies may be subject to considerable discretion.

### 5.5 No Rating Criteria for Debt Securities

There is currently no credit rating agency in Ghana and therefore no rating criteria for the debt securities in which the Fund may invest. In purchasing such securities, the Fund will rely on the Manager's thorough due diligence analysis of such investments, professional judgment, analysis and experience

in evaluating the credit worthiness of an issuer in consultation with the Custodian. The manager will take into consideration, among other things, the issuer's resources, and its sensitivity to economic and regulatory matters.

### 5.6 Taxation

Under Ghanaian tax laws, the interest, dividends, or any other income of the Fund is exempted from income tax. Capital gains on sale of securities listed on the Ghana Stock Exchange are exempted. There is however an 8% withholding tax on dividends and 5% on unlisted stocks.

### 5.7 Issuer Specific Risk

The Nordea Income Growth Fund is a new Fund that may encounter start-up difficulties that impact its operations. These may include disruptions to the computer systems that drive the business, staff adherence to internal policy relating to executing client order etc. An internal system of checks and balances shall be put in place to identify and resolve these issues as they occur.

### 5.8 Issue Risk-Effect of Redemption Charge

With the imposition of a redemption charge, an investor who realizes his/her shares after a short period may not (even in the absence of a fall in the

value of the relevant investments) realize the amount originally invested. The purchase of the shares therefore should be viewed as a medium to long term investment.

### 5.9 Overall Risk Level of the Fund

The risks described above collectively form the overall risk profile of the Fund and can affect the value of the Fund's investments, its investment performance and its price per Share. Particular investments and investment strategies also have risks. These risks mean that you can lose money by investing in the Fund. When you redeem your shares, they may be worth more or less than what you paid for them. There is no assurance that the Fund will achieve its investment objective. In the short term, the stock markets can be volatile, and the price of the Fund's shares can go up and down substantially. Growth stocks may be more volatile than other equity investments. The Fund generally does not use income-oriented investments to help cushion the Fund's total return from changes in stock prices. An investment in the Fund is not a deposit of any bank and is not insured or guaranteed by any agency.

## PART SIX: GENERAL AND ADDITIONAL INFORMATION

### 6.1 Publication of Reports

The annual and half-year accounts and reports will be published before the expiry of four month and two months respectively after the end of the accounting period for a full and half-year. Annual reports will be mailed to Shareholders at their registered addresses.

### 6.2 Complaints Procedure

- a. The Manager shall maintain a register into which shall be recorded every complaint received, the date on which the complaint was received, and the details of it.
- b. The Manager shall investigate or cause the investigation of all complaints received in an expeditious manner.
- c. If, for any reason, the complaint is not settled to the satisfaction of the complainant within three months after 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.

d. After receipt of the notice, the Commission shall investigate the complaint and provide the complainant with such redress as is provided under the Law.

### 6.3 Guaranteed Minimum Initial Subscription

The Manager of the Fund guarantees an initial minimum subscription of GH¢100,000. In the event that after the closure of the Initial Public Offering the minimum subscription is not raised, the Manager guarantees to purchase the short fall between the amount raised and the guaranteed minimum subscription.

### 6.4 Investment Account

The Manager shall maintain an "Investment Account" for every Shareholder and send a statement on the account to the Shareholder at least half-yearly. The statement will show activities in the account since the preceding statement, if any. Shareholders will receive separate confirmations for each purchase or sale transactions other than automatic investment purchases and the reinvestment of income dividends.

### 6.5 Benefits of Investing in the Fund

Investment in Shares of the Fund 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 Fund could significantly address this by changing the characteristics of the investor's portfolio in terms of risk diversification, liquidity and high returns. The Fund offers investors the possibility of obtaining capital appreciation through a strong portfolio of assets.

### 6.6 Material Contracts

A contract entered into by the Fund which is considered material for the purpose of this issue is:

**Fund Deed dated June 16, 2014 between Nordea Capital Ltd and the Custodian of the Fund, Merban Investment Holdings Limited.**

### 6.7 Claims and Pending Litigations

There are no existing claims or pending litigations on the assets of the Fund

### 6.8 Exchange Control and Other Government Approvals

The Fund does not have any exchange control or other governmental approvals outstanding.

### 6.9 Consents

The following have given and not withdrawn their written consents to the mention of their names in the form and context in which they appear in this Prospectus:

- a. Nordea Capital Limited
- b. Merban Investment Holdings Limited

### 6.10 Issue Costs

All the expenses related to the making of this offer for subscription, including fees payable to the regulatory authorities, shall be settled by the Manager.

### 6.11 Meetings, Attendance and Voting

The investors of the scheme shall meet for the transaction of business at such times and places as the Board of Directors of the fund may determine except that the Manager shall hold such meetings at least once a year.

The Board of Directors of the Fund shall at the request in writing of investors registered as holding not less than 50% of the number of interests in issue or at the request of the Custodian made in writing, convene a meeting of the investors within thirty days of the date of request, except as a holder of Shares, where applicable.

The Manager may attend any meeting of investors but the Manager is not entitled to vote or be counted for a quorum.

#### 6.12 Documents for Inspection

- I. Regulations of the Nordea Income growth Fund Limited
- II. Certificate of Incorporation of Nordea Income growth Fund Limited
- III. Audited Statement of Affairs of the Fund.
- IV. Custodian Agreement between Nordea Income growth Fund Limited and Merban Investment Holdings Limited.
- V. Fund Management Agreement between Nordea Income growth Fund Limited Limited and Nordea Capital Limited

- VI. Certificate to Commence Business
- VII. Copies of the Prospectus, Fund Deed, and any amending instrument may be inspected and obtained from the Manager's registered office which is:

#### Nordea Capital Ltd

No. 10 Dantu Street

Awudome Roundabout – Accra

Tel: +233 (0) 302 220 661/ 244 322

Cell: +233 (0) 243 116 100

Email: [info@nordeacapital.com.gh](mailto:info@nordeacapital.com.gh)

URL: [www.nordeacapital.com.gh](http://www.nordeacapital.com.gh)

Accra

## Private Equity & VENTURE CAPITAL



Developing Companies to achieve their full Potential

## PART SEVEN APPLICATION AND DISPATCH OF CONTRACT NOTE

### 7.1 Application

Application must be made on the application form enclosed. Care must be taken to complete the form as wrongly completed forms will be rejected.

Application for the Shares now offered will open at 20Gp per Share. Application for the Shares must be for a minimum of 200 Shares.

### 7.2 Payment Terms

Each application should be forwarded together with cheque or cash for the full amount of the purchase price to any of the Receiving Agents listed in this prospectus. Cheques and money orders must be crossed **“Nordea Income Growth Fund”** and made payable to the Receiving Agent with whom the application is lodged. All transfer charges if any, must be paid by applicant by boldly endorsing and signing as commission to the drawer’s account number. No application will be accepted unless this has been done. All cheques will be presented upon receipt and all applications in respect of which cheques are returned unpaid will be rejected.

### 7.3 Online Subscription of Shares

Eligible investors may purchase the Fund’s Shares by executing an online application form available on the official website of the Manager ([www.nordeacapital.com.gh](http://www.nordeacapital.com.gh)). Investors are required to read the entire prospectus before completing the online application form. Before sending or submitting your application, preview to check if information provided is accurate. An application is not considered acknowledged until an applicant receives an email confirming that the request has been received in good order. The email will give detailed instructions on how investors could effect payments for Shares applied for under the scheme.

### 7.4 Dispatch of Contract Notes

Subscription payments will be retained in a separate bank account by Nordea Income Growth Fund, pending investment. Contract Notes for accepted applications will be sent by post at the applicant’s risk within twenty eight (28) days of the close of the offer. If any application is not accepted, the amount paid on application will be returned in full - either

in person to the subscriber, or a designated bank account within 28 days of the close of the offer.

a. A body corporate should complete the application form under seal or hand of a duly authorised official who should state his designation.

b. All joint applicants must sign.

This form when completed should be lodged with the amount payable on application at the Manager’s office in Accra. A separate cheque or money order must accompany each application.

## NOTES ON COMPLETING THE APPLICATION FORM

a. A body corporate should complete the application form under seal or hand of a duly authorised official who should state his designation.

b. All joint applicants must sign.

This form when completed should be lodged with the amount payable on application at the Manager’s office in Accra. A separate cheque or money order must accompany each application.

Cheques and money/postal orders should be made payable to the authorized receiving at whose branch the application is lodged and should be crossed

Cheques and money/postal orders should be made payable to the authorized receiving at whose branch the application is lodged and should be crossed **“Nordea Income Growth Fund”**. All bank commission and transfer charges to Accra must be paid by the applicant and no application will be accepted unless this has been done. All cheques will be presented for payment on receipt and all applications in respect of which cheques are returned unpaid for any reason whatsoever will be rejected.

**“Nordea Income Growth Fund”**. All bank commission and transfer charges to Accra must be paid by the applicant and no application will be accepted unless this has been done. All cheques will be presented for payment on receipt and all applications in respect of which cheques are returned unpaid for any reason whatsoever will be rejected.

# NORDEA INCOME GROWTH FUND ( INDIVIDUAL APPLICATION FORM )

Please fill in CAPITAL LETTERS ( All Information as applicable below is mandatory )  
 Application must be made on the application form enclosed. Care must be taken to complete the form as wrongly completed forms will be rejected

## A - CONTACT INFORMATION

### Application Information

Name of Applicant

Permanent Address

Mobile Phone Number

Date of Birth

Email

Type of Identification

Drivers License  Voter's ID  Passport  National ID

Application in Trust for minor / another adult beneficiary

Name of Beneficiary

Date of Birth

Next of Kin

Date of Birth

Joint

Spouse information

Name of Applicant

Permanent Address

Mobile Phone Number

Date of Birth

Type of Identification

Drivers License  Voter's ID  Passport  National ID

Application in Trust for minor / another adult beneficiary

Name of Beneficiary

Date of Birth

Next of Kin

Date of Birth

Nordea Capital is authorised to operate and is regulated as an Investment Advisor by the Securities and Exchange Commission.

**D - APPLICATION COUNTERFOIL**

To be completed by Receiving Agent and then signed and retained by Applicant as evidence of payment.

Title: Mr.  Mrs.  Ms.  Dr.  Rev.

Surname / Organisation:

First Name:

Residential Address:

P.O. Box:

Region:

Town:

Country:

Date:

Permanent Address

Permanent Address

## B - INVESTMENT DETAILS

Number of cost of Shares Applied for

Number of Shares

Amount Payable

Mode of Payment

Cash

Cheque

Banker's Draft

Banker Transfer

## C - DECLARATION

I/We ..... Undertaker  
 and that I/We agree with the terms of the Nordea Income Growth Fund Prospectus  
 Date

Signature / Seal

Date

Joint Signature (if applicable)

Date

# NORDEA INCOME GROWTH FUND ( INSTITUTIONAL APPLICATION FORM )

Please fill in CAPITAL LETTERS (All Information as applicable below is mandatory) Applicants must supply copies of Proof of Incorporation / Registration. Application must be made on the application form enclosed. Care must be taken to complete the form as wrongly completed forms will be rejected

## A - CONTACT INFORMATION

Name of Applicant ( Please write complete name as per Certificate of Incorporation / Registration. Please do not abbreviate the name.)

Date of Incorporation / Registration

Country where Registered

Registration Number

Status ( Please Tick )

Financial Institution  Company  Partnership  Trust  Association / Society  Governmet Body  Non Governmet Body

Others ( Please Specify )

## B - ADDRESS DETAILS

Correspondence Address

Registered Address

Name of Contact Person

Office Phone Number

Mobile Phone Number

Fax Number

Email

## C - OTHER DETAILS

1. Gross Annual Turnover ( Amount and Currency)

2. Mandatory Certified Copies of Documents to be submitted, As Applicable ( Please tick against documents attached )

a. Financial Institution

Certification of Incorporation  Certification copy Of most recent License (s) issued by Regulator(s)  Autorised Signatory List with Specimen signatures

b. Companies

Certification of Incorporation  Regulators of company  Board Resolution Authorising Investment  Autorised Signatory List with Specimen signatures

c. Partnership

Government Body  Partnership Deed  Documents Evidencing Authority to invest  Autorised Signatory List with Specimen signatures

d. Registered Trust; Foundation; NGO; Charitable Bodies; Associations; Clubs etc.

Government Body  Trust Deed/Constitution  Document Evidencing Authority to invest  Autorised Signatory List with Specimen signatures

## B - INVESTMENT DETAILS

Numbers and Cost of shares Applied for

Number of Shares	<input type="text"/>	Amount Payable	<input type="text"/>
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Mode of Payment

Cash  Cheque  Banker's Draft  Banker Transfer

Distribution

Automatic Reinvestment Plan  Income Payout Plan

## A - CONTACT INFORMATION

We declare that all information provided is true, accurate and correct as the date given below. We instruct Nordea Capital to act based on this information, unless otherwise notified in writing by us. We authorise Nordea Capital to act on instruction relating to our account(s) received from the Authorised Signatory(ies)

Signatory of 1st Authorised Person: .....

Date

Signatory of 2nd Authorised Person: .....

Date

## FOR OFFICIAL USE ONLY

Authorised Signatory List with Specimen Signatures

Pos Name

Location

Date

Signature .....

## D - APPLICATION COUNTERFOIL

To be completed by Receiving Agent and then signed and retained by Applicant as evidence of payment.

Date

Surname/Organisation:	Number of Shares	Amount Payable
First Name:		
Residential Address:		
Title:		
P.O. Box		
Region:	Country:	