

**Tendercapital Bond Two Steps (the Fund)**

**a sub-fund of**

**TENDERCAPITAL FUNDS PLC**

**Supplement to the Prospectus**

**This Supplement contains specific information in relation to Tendercapital Bond Two Steps (the Fund) a sub-fund of TENDERCAPITAL FUNDS PLC (the Company), an open-ended umbrella limited liability investment company, with variable capital and segregated liability between sub-funds, which is incorporated in Ireland and authorised under the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (as amended).**

**This Supplement forms part of the Prospectus of the Company dated 10 May 2013 (the Prospectus) and should be read in the context of and together with the Prospectus.**

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

Words and expressions defined in the Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

**Dated: 3 June 2014**

**DIRECTORY**

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## 1. INVESTMENT OBJECTIVE AND POLICIES

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### Investment Objective

The investment objective of the Fund is to achieve a positive return over the medium term.

### Investment Policy

The Fund intends to seek to achieve its investment objective primarily through investing in a diversified portfolio of debt securities primarily denominated in Euro and mainly listed or traded on one or more Regulated Markets, but with some limited capacity to take equity exposures as further outlined below.

The performance of the Fund's investments will be benchmarked against EONIA (**Euro Overnight Index Average**) (or any such other index which replaces it or is considered by the Investment Manager to be the market standard in place of it and any such change in that index will be notified to Shareholders in the semi-annual and annual accounts). EONIA is an effective overnight rate computed as a weighted average of all overnight unsecured lending transactions in the interbank market, initiated within the euro area by the contributing panel banks.

The Fund will invest typically in (i) fixed income and variable rate debt securities including senior notes, subordinated debt and structured notes; and (ii) fixed and variable rate convertible and non-convertible bonds, bonds with warrants, negotiable credit securities (traded on the French markets for titres de creances negociables, the over-the-counter markets in negotiable debt instruments), commercial paper, bankers acceptances, certificates of deposit, medium term notes, asset and mortgage backed securities, collateralised debt and other securitisation instruments and securities or instruments of a similar nature issued or guaranteed by any OECD government and/or by corporate or other issuers (including special purpose vehicles). Structured notes in which the Fund may invest include floating rate notes, where the coupon payment can be increased upon certain occurrences ("step up floaters") and convertible bonds which may embed a derivative component being on debt or equity securities, a basket or baskets of or indices of debt or equity securities or on interest rates.

The Fund may invest in aggregate up to 10% of its Net Asset Value directly or indirectly in a diversified portfolio of global equity securities across a wide range of industries. The primary means of obtaining equity exposure will be through convertible bonds and warrants.

The securities in which the Fund invests will typically be listed or traded on one or more Regulated Markets and any investment in such securities which are unlisted will comply with the investment restrictions in the Prospectus, and therefore will be limited to a maximum 10% of the Fund's Net Asset Value.

No more than 30% of the Fund's Net Asset Value shall be directly invested in debt securities or bonds which, at the time of their most recent purchase, were not rated investment grade by at least one credit rating agency approved by the Company or which are deemed by the Investment Manager to have an implied rating of investment grade, for instance by reference to other securities or bonds issued by the issuer of the relevant security or bond. The credit rating agencies currently approved for such purposes are Standard and Poors, Moody's, Fitch and DBRS.

The Fund may also hold or maintain ancillary liquid assets, including but not limited to, time deposits and variable rate demand notes with a maturity of less than one week issued by an entity with at least a minimum credit rating of A2/P2 or equivalent.

The Fund may invest up to 10% of its Net Asset Value, in aggregate, in collective investment schemes (**CIS**), including exchange traded funds, in accordance with Central Bank requirements where the exposure provided is in line with the Fund's investment objective.

In selecting suitable investment opportunities for the Fund, the Investment Manager intends to use a "two step" investment process; the first step involving a "top down" analysis focusing on the broader market conditions such as interest rates, macro-economic outlook, inflationary expectations, fiscal and external account balances and geo-political issues and the second step involving a "bottom up" analysis focusing on specific investment opportunities and the attributes of specific issuers, such as for example in terms of management, competitiveness, balance sheet multiples, and financial solidity (current and

prospective).

The Fund may also, subject to conditions and limits laid down by the Central Bank, utilise repurchase /reverse repurchase agreements for efficient portfolio management purposes only.

Where considered appropriate, the Fund may utilise financial derivative instruments and techniques for efficient portfolio management, investment purposes and/or for hedging as further set out below, subject always to the conditions and within the limits laid down by the Central Bank. These techniques and instruments include, inter alia, futures, options, swaps, spot and forward currency contracts, and contracts for difference which may be exchange traded or over the counter. The Fund may leverage itself through the use of derivatives, provided however that such leverage will not exceed an aggregate exposure of 100% of the Fund's NAV.

## **2. FINANCIAL DERIVATIVE INSTRUMENTS & EFFICIENT PORTFOLIO MANAGEMENT**

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In the context of this Fund, efficient portfolio management transactions are transactions with the one of the following aims: (a) a reduction of risk, (b) a reduction of cost with no increase or a minimal increase in risk, and/or (c) generation of additional capital or income with no, or an acceptably low level of risk (relative to the expected return). In relation to efficient portfolio management operations the Investment Manager will look to ensure that the transaction is economically appropriate.

The financial derivative instruments and techniques which will be used for efficient portfolio management and/or hedging are futures, options, swaps, spot and forward currency contracts, contracts for difference and repurchase/reverse repurchase agreements which may be exchange traded or over-the-counter in accordance with the limitations and requirements of the Central Bank.

The Fund may buy and sell futures contracts on debt or equity securities, on debt or equity securities indices, on currencies and on interest rates and may also use options on futures contracts (e.g. on interest rates or on bond futures) to shorten or lengthen durations. The purchase of such contracts may provide a cost effective and efficient mechanism for taking a position in a bond, an equity, a bond market, an equity market or an index. The sale of such contracts may provide a means to hedge the Fund against a decline in value or change of rate of the underlying debt or equity security or securities index (for example DJTOXX50 index, DJSTOXX600 index, S&P100, exchange traded funds (**ETFs**) which seek to replicate a debt security index).

The Fund may purchase call and put options on debt or equity securities, on debt or equity securities indices and on currencies to gain exposure to a specific bond or equity or bond or equity market or index or to hedge against changes in exchange rates or in debt or equity prices.

Spot and forward currency contracts, currency swaps and currency futures may, at the discretion of the Investment Manager, be used to hedge currency exposures of the Fund or of any Class in accordance with the requirements of the Central Bank. Such currency exposure will arise where assets in which the Fund invests are denominated in a different currency than the Base Currency of the Fund or the designated currency of the relevant Class.

The Fund may also use interest rate swap contracts for hedging purposes to seek to manage its interest rate exposures and/or reduce the effect of interest rate fluctuations on debt securities held. In addition, interest rate swaps may be used for speculative purposes to seek to enhance the Fund's return. An interest rate swap involves the exchange by the Fund with another party of their respective commitments to pay or receive cash flows (e.g., an exchange of floating rate payments for fixed-rate payments) and the return to the Fund will be based on the movement of interest rates relative to a fixed rate agreed by the parties to the swap.

The Fund will use the commitment approach to calculate its daily global exposure, being the incremental exposure and leverage generated through the use of FDI, in accordance with its risk management process and the requirements of the Central Bank.

Any FDI not included in the Risk Management Process (**RMP**) of the Company will not be utilised until such time as a revised RMP including such FDI has been submitted to and cleared by the Central Bank.

### 3. BORROWING

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In accordance with the general provisions set out in the Prospectus under the heading Borrowing and Lending Powers and Restrictions, the Fund may borrow up to 10% of its total Net Asset Value on a temporary basis and not for speculative purposes.

### 4. INVESTMENT RESTRICTIONS

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The investment restrictions applicable to the Fund are set out under the section entitled **Investment Restrictions** in the Prospectus.

### 5. PROFILE OF A TYPICAL INVESTOR

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The Fund is suitable for investors who have a medium term investment horizon, whose investment objectives are geared towards the preservation of the value of their savings and who want an investment strategy involving a medium level of volatility and risk in the management of their savings.

### 6. RISK FACTORS

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The risk factors under the section entitled Risk Factors in the Prospectus apply to this Fund.

**Investors should note the difference between the nature of a deposit and the nature of an investment in the Fund, in particular, the risk that the principal invested in the Fund is capable of fluctuation and thus Shareholders may not have all of their principal returned to them on redemption. In addition, investment in the Fund will not benefit from any deposit protection scheme such as might be applicable to an investment in a deposit.**

### 7. DIVIDEND POLICY

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No declarations or distributions shall be made in respect of the Accumulating Shares. The net income earned per Accumulating Share will be accumulated and reinvested on behalf of Shareholders of Accumulating Shares.

### 8. KEY INFORMATION FOR SUBSCRIBING AND REDEEMING

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#### **Base Currency**

The Base Currency of the Fund is Euro but investments may be denominated in other currencies.

#### **Available Share Classes**

The Company may issue Shares in each of the Share Classes set out in the table below.

Share Class	Denominated Currency*	Minimum Shareholding*	Minimum Initial Investment Amount*	Minimum Additional Investment Amount*
Retail Accumulating Share Class	Euro	N/A	€5,000	N/A
Retail Accumulating GBP Share Class	GBP	N/A	N/A	N/A
Institutional Accumulating Share Class	Euro	N/A	€500,000	N/A
Institutional Accumulating GBP Share Class	GBP	N/A	£250,000	N/A

\*currency equivalent in the denominated currency of a Share Class and in accordance with the section entitled **Currency of Payment** below.

The Directors (upon written confirmation to the Administrator) reserve the right to differentiate between Shareholders and to waive or reduce the Minimum Shareholding, Minimum Initial Investment Amount, and Minimum Additional Investment Amount for any such Shareholders or to refuse an application for any such Shares in their absolute discretion.

Additional Classes of Shares may be created in accordance with the requirements of the Central Bank.

#### **Initial Offer Period & Issue Price**

The Initial Offer Period for Shares in the Retail Accumulating GBP Share Class and the Institutional Accumulating GBP Share Class will commence at 9am (Irish time) on 4 June 2014 and end at 5pm (Irish time) on 3 December 2014 or such earlier or later time as the Directors may decide and notify the Central Bank. During the Initial Offer Period, Shares in the Retail Accumulating GBP Share Class and the Institutional Accumulating GBP Share Class will be issued at a price of £5.

The Initial Offer Period for Shares in the Institutional Accumulating Share Class will commence at 9am (Irish time) on 10 March 2014 and end at 5pm (Irish time) on 9 September 2014 or such earlier or later time as the Directors may decide and notify the Central Bank. During the Initial Offer Period, Shares in the Institutional Accumulating Share Class will be issued at a price of €5.

After the Initial Offer Period, Shares in the Retail Accumulating GBP Share Class, Institutional Accumulating Share Class and Institutional Accumulating GBP Share Class will be continuously open for subscriptions at the Issue Price on the relevant Dealing Day.

Shares in the Retail Accumulating Share Class are continuously open for subscriptions at the Issue Price on the relevant Dealing Day.

#### **Currency of Payment**

Subscription and redemption monies are payable in the denominated currency of the Share Class in respect of which Shares are being subscribed for or redeemed as set out in the table above.

#### **Subscription Charge**

A Subscription Charge of up to 3% of the Issue Price may be charged at the discretion of the Directors for payment to the Investment Manager or Distributor.

#### **Redemption Charge**

A Redemption Charge of up to 3% of the Redemption Price may be charged at the discretion of the Directors for payment to the Company.

### **Exchange Charge**

Subject to compliance with the relevant exchange provisions contained in the Prospectus and, where relevant to the creation of additional Funds by the Company, an exchange fee of up to 3% may be imposed at the discretion of the Directors on all applications to exchange from one Share Class to another Share Class within the Fund or to a Share Class within another Fund of the Company.

### **Business Day**

A day on which banks are open for business in Dublin and London or such other day as the Directors may, with the approval of the Custodian, determine.

### **Dealing Day**

The Dealing Day for the Fund is every Business Day.

### **Dealing Deadline**

The Dealing Deadline is 12 noon (Irish time) one Business Day prior to the relevant Dealing Day.

### **Valuation Point**

The Valuation Point is close of business in the last relevant market on the Business Day immediately preceding the relevant Dealing Day.

### **Settlement Date**

The Settlement Date for the receipt of monies for subscription for Shares is the second Business Day following the relevant Dealing Day. The Settlement Date for the dispatch of monies for the redemption of Shares is the third Business Day following the relevant Dealing Day, provided that all the required documentation has been furnished to and received by the Administrator.

## **9. HOW TO SUBSCRIBE FOR SHARES**

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Requests for the subscription for Shares should be made in accordance with the provisions set out in the section entitled **Subscription for Shares** in the Prospectus.

## **10. HOW TO REDEEM SHARES**

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Requests for the redemption of Shares should be made in accordance with the provisions set out in the section entitled **Redemption of Shares** in the Prospectus.

## **11. FEES AND EXPENSES**

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The following sections on fees should be read in conjunction with the section entitled **Fees and Expenses** in the Prospectus.

### **Investment Management Fee**

The Investment Manager shall be entitled to receive out of the assets of the Fund an annual fee, accrued on each Dealing Day and payable monthly in arrears, at an annual rate of up to and not exceeding (i) 1% of the Net Asset Value of the Retail Accumulating Share Class; (ii) 1% of the Net Asset Value of the Retail Accumulating GBP Share Class; (iii) 0.65% of the Net Asset Value of the Institutional Accumulating Share Class; and (iv) 0.50% of the Net Asset Value of the Institutional Accumulating GBP Share Class (the **Capped Fee**). The Investment Manager is also entitled to be

reimbursed out of the assets of the Fund for the reasonable out-of-pocket costs and expenses incurred by the Investment Manager in the performance of its duties (plus VAT thereon, if any).

Subject to the Capped Fee, the Investment Manager may, with the agreement of the Directors and with prior notification to the Administrator, waive, reduce or increase all or part of the investment management fee charged to certain Shareholders and accordingly may differentiate between Shareholders in the Fund in that regard. Any such waiver or reduction shall be effected by way of a cash rebate paid by or on behalf of the Investment Manager to the relevant Shareholder's account. The Investment Manager will determine the rebate amount in each case, which will not exceed the Capped Fee, based on the assets invested in the Fund or a Share Class thereof, and accordingly, the investment management fee charged to certain Shareholders may be reduced or increased in accordance with the amount of fees rebated to the relevant Shareholders subject to the applicable Capped Fee.

## **Performance Fee**

### **(1) Retail Accumulating Share Class and Retail Accumulating GBP Share Class**

As of the first Dealing Day following the close of the Initial Offer Period for the relevant Share Class (**First Calculation Period**) and for each subsequent Dealing Day (each Dealing Day being a **Calculation Period**), for each Calculation Period, the Investment Manager shall be entitled to receive out of the assets of the Fund attributable to the relevant Share Class a performance fee (the **Performance Fee**) equal to 20% of the amount by which the Gross Asset Value per Share (1) exceeds the Relevant Index (2) as outlined below and accordingly, the positive difference between:

- (1) the percentage increase in the Gross Asset Value per Share of the relevant Share Class (expressed in the Base Currency) on the relevant Dealing Day for the Calculation Period (i) from the Initial Issue Price during the first calendar month from the First Calculation Period (the **First Month**); (ii) with effect from the first Calculation Period following the First Month, from the Gross Asset Value per Share on the corresponding Dealing Day which is one calendar month immediately preceding the relevant Dealing Day for the Calculation Period; and
- (2) the percentage increase in the value of the EONIA Total Return Index + 2% (the **Relevant Index**) (expressed in the Base Currency) on the relevant Dealing Day for the Calculation Period (i) from the value of the Relevant Index (expressed in the Base Currency) on the closing date of the Initial Offer Period during the First Month; (ii) with effect from the first Calculation Period following the First Month, from the value of the Relevant Index on the corresponding Dealing Day which is one calendar month immediately preceding the relevant Calculation Period,

calculated as follows:

- (i) the percentage increase in the Gross Asset Value per Share for each Calculation Period is computed (i) during the First Month, by comparing the Gross Asset Value per Share on the Dealing Day for the Calculation Period to the Initial Issue Price per Share; (ii) for each Calculation Period following the First Month, by comparing the Gross Asset Value per Share for the relevant Dealing Day to the Gross Asset Value per Share on the corresponding Dealing Day which is one calendar month immediately preceding the relevant Calculation Period (**A**);
- (ii) the percentage increase in the Relevant Index for each Calculation Period is computed (i) during the First Month, by comparing the value of the Relevant Index on each Dealing Day to the value of the Relevant Index on the closing date of the Initial Offer Period; (ii) for each Calculation Period following the First Month, by comparing the value of the Relevant Index on the Dealing Day for the Calculation Period to the value of the Relevant Index on the corresponding Dealing Day which is one calendar month immediately preceding the relevant Calculation Period (**B**);
- (iii) A is then compared to B and the Investment Manager is only entitled to a Performance Fee if A



is a positive figure and if A is greater than B. Furthermore, where a Performance Fee is payable and B is a negative figure, B is deemed to be equal to zero;

- (iv) Where A is a positive figure and is greater than B for a Calculation Period, as A and B will reflect the performance of the Gross Asset Value and the Relevant Index respectively over the course of the preceding calendar month, in order to ascertain the amount of the Performance Fee to be accrued on the Dealing Day or the Calculation Period, the difference between A and B will be annualised by multiplying the amount of the difference by 12 and dividing the amount by the number of Dealing Days in a calendar year (250) and that amount shall be multiplied by the number of Shares in the Class determined as at the relevant Dealing Day and by the Net Asset Value per Share determined as at Valuation Point for the relevant Dealing Day;
- (v) the Performance Fee shall be calculated by the Administrator (subject to the verification by the Custodian);
- (vi) the Performance Fee determined in this manner is accrued daily on a pro quota basis from the Class, starting from the First Calculation Period and shall be payable to the Investment Manager monthly in arrears;

Included in the calculation shall be net realised and unrealised capital gains plus net realised and unrealised capital losses as at the end of each Calculation Period. As a result, Performance Fees may be paid on unrealised gains which may subsequently never be realised.

**In calculating the Performance Fee, under-performance in any previous Calculation Period against the Relevant Index is not carried forward and, therefore, does not have to be made up before a Performance Fee can be paid.**

**Gross Asset Value per Share** is calculated using the following formula suggested by the Association of Italian Fund Management Companies (Assogestioni):

$$Q1(t) = Q1(t-1) \times \frac{([NAV(t) \times N(t)] + OG(t) + CG(t))}{([NAV(t-1) \times N(t)] + OG(t-1))}$$

**Where:**

- Q1(t)** is the Fund's Gross Asset Value per Share on the previous Dealing Day;
- NAV(t)** is the Net Asset Value per Share on the previous Dealing Day;
- N(t)** is the number of Shares in issue on the previous Dealing Day;
- OG(t)** is the cumulative amount of the investment management fees from the beginning of the month to the previous Dealing Day;
- CG(t)** is the amount of the investment management fees paid on the previous Dealing Day.
- CG(t)** is always equal to zero except in the day in which the investment management fees are effectively paid (the second Business Day of each month).

## **(2) Institutional Accumulating Share Class and Institutional Accumulating GBP Share Class**

For each Performance Period, the Investment Manager shall be entitled to receive a performance fee (the **Performance Fee**) out of the assets attributable to the relevant Share Class of 10% of the amount by which the Net Asset Value of the Share exceeds the Benchmark (plus VAT, if any), taking subscriptions and redemptions into account and calculated in the following manner:

1. For the first Performance Period in the first calendar year during which the relevant Share Class is launched, the **Benchmark** is the Initial Issue Price per Share. For the first Performance Period in each subsequent calendar year, the **Benchmark** is the Net Asset Value per Share at the last Valuation Point in the immediately preceding calendar year.
2. If the Net Asset Value per Share at the end of a Performance Period exceeds the Benchmark, a performance fee is payable. For each subsequent Performance Period, the Benchmark is the reported, final Net Asset Value per Share at the end of the previous Performance Period for which a performance fee was payable.
3. If the Net Asset Value per Share at the end of a Performance Period is lower than the Benchmark, no performance fee is payable. In this case, the Benchmark for the next

Performance Period is the Benchmark for the previous Performance Period being the previous Performance Period for which a performance fee was payable.

4. When a performance fee is payable on Shares, it is calculated as the Net Asset Value per Share less the Benchmark multiplied by the performance fee rate for the Class set out above, multiplied by the number of Shares in issue at the end of the Performance Period. The number of Shares in issue at the end of the Performance Period shall be deemed to include Shares which fall to be redeemed and exclude Shares which fall to be issued as at the end of the Performance Period.

The Performance Fee will be calculated and be taken into account in the calculation of the Net Asset Value per Share as at the Valuation Point in respect of each Dealing Day.

A **Performance Period** means the period from one Valuation Point to the next. The first calculation period shall be the period from the close of the Initial Offer Period of the Class to the first Valuation Point. Fees payable to the Investment Manager shall be calculated and accrued on as at the Valuation Point in respect of each Dealing Day and shall be payable monthly in arrears.

The calculation of the performance fee will be verified by the Custodian.

**Where a Performance Fee is payable out of the Fund it shall be calculated on the increase in the Net Asset Value per Share at the end of the relevant Performance Period. Included in that calculation shall be net realised and unrealised capital gains plus net realised and unrealised capital losses as at the end of the Performance period and as a result Performance Fees may be paid on unrealised gains which may subsequently never be realised.**

#### **Administration Fee**

The Administrator shall be entitled to receive out of the assets of the Fund an annual fee, accrued on each Dealing Day and calculated and payable monthly in arrears, at an annual rate of up to 0.045% of the Net Asset Value of the Fund (plus VAT thereon), if any subject to an annual minimum fee of €20,000. The Administrator is also entitled to a fee of €10,000 for the provision of registrar and transfer agency services to the Fund plus additional fees charged at normal commercial rates where the scope of the services exceeds the thresholds initially agreed. The Administrator is also entitled to be repaid all of its reasonable agreed upon transaction and other charges (which will be at normal commercial rates) and other out-of-pocket expenses out of the assets of the Fund (plus VAT thereon, if any).

#### **Custodian Fee**

The Custodian shall be entitled to receive out of the assets of the Fund an annual fee, accrued on each Dealing Day and calculated and payable monthly in arrears, at an annual rate of up to 0.02% of the Net Asset Value of the Fund (plus VAT thereon, if any) subject to a minimum annual fee of €10,000. The Custodian shall also be entitled to be reimbursed for the fees paid by the Custodian to any sub-custodian and agreed upon transactions charges (which in all cases shall be charged at normal commercial rates) and other out-of-pocket expenses out of the assets of the Fund (plus VAT thereon, if any).

#### **Formation Costs**

The preliminary expenses incurred in connection with the establishment and initial issue of Shares in the Fund are estimated to amount to €20,000 and will be amortised over the first five financial years of the Fund. In the event of a merger between this Fund and any other fund whereby this Fund receives the assets and liabilities of a fund as a result of the merger, the merging fund's unamortised formation expenses will also be transferred as part of the merger and amortised over a period which shall be no longer than two years.

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## **12. MISCELLANEOUS**

At the date of this Supplement, there are four other Funds of the Company in existence, namely Tendercapital Cash 12 Months, Tendercapital Income Premium and Tendercapital Secular Euro and Tendercapital US Turnaround.