

SAVINVEST CAPITAL GROWTH FUND

Sponsored by

Bourse Securities Limited

PROSPECTUS

MARCH 28TH, 2003

The Trinidad and Tobago Securities and Exchange Commission has not in any way evaluated the merits of the securities offered hereunder and any representations to the contrary is an offence

Pursuant to Section 65 of the Securities Industry Act 1995 ("SIA"), this Prospectus has been filed with the Trinidad and Tobago Securities and Exchange Commission ("Commission") and a receipt therefore has been issued by the Commission for the purpose of giving information to the public with regard to the SAVINVEST CAPITAL GROWTH FUND.

**FUND SPONSOR
BOURSE SECURITIES LIMITED**

The Directors of Bourse Securities Limited whose names appear below are the persons responsible for the information contained in this Prospectus. To the best of the knowledge and belief of such Directors (who have all taken reasonable care to ensure that such is the case) such information is in accordance with the facts and does not omit anything which is likely to affect materially the import of such information. The Directors of Bourse Securities Limited accept responsibility accordingly.

BOARD OF DIRECTORS OF BOURSE SECURITIES LIMITED

Name

Dr. Trevor Farrell BSc, PhD

Ms. Yukmai Marsang LLB, LEC

Mr. Imtiaz Rahaman
BSc (Civil Eng.), SM (Management)
SM (Technology & Policy)

Mr. Subhas Ramkhelawan BSc, MBA

Dated the 28TH MARCH, 2003

DIRECTORY

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|-------------------------------|---|
| Sponsor/Promoter | Bourse Securities Limited 90 Independence Square, Port of Spain Trinidad, West Indies |
| The Trustee | First Citizens Trust and Merchant Bank Limited 50 St Vincent Street, Port of Spain Trinidad West Indies |
| The Investment Manager | Bourse Securities Limited 90 Independence Square Port of Spain Trinidad West Indies |
| The Fund Administrator | Bourse Securities Limited 90 Independence Square Port of Spain Trinidad West Indies |
| The Distributor | Bourse Securities Limited 90 Independence Square Port of Spain Trinidad West Indies |
| Legal Advisers | Pollonais, Blanc, de la Bastide & Jacelon Pembroke Court 17-19 Pembroke Street P.O. Box 350, Port of Spain Trinidad West Indies |
| Auditors | PricewaterhouseCoopers 11-13 Victoria Avenue P.O. Box 550, Port of Spain Trinidad West Indies |

SUMMARY

This Prospectus constitutes an invitation to subscribe for Units in a new mutual fund at the initial offer price of \$10.00 each (the "Units") up until 14th April, 2003 (or such later date as the trustee in its sole discretion may determine) (the "Closing Date") and thereafter at the Issue Price per Unit in the unit trust established by the Declaration of Trust (the "Trust Deed") dated March 28th, 2003, made by FIRST CITIZENS TRUST AND MERCHANT BANK LIMITED (the "Trustee") and known as the **SAVINVEST CAPITAL GROWTH FUND** (the "Fund"), subject to the terms of the Trust Deed. The contents of this Prospectus are qualified in their entirety by the detailed provision of the Trust Deed. Units are offered at the issue prices set forth under the heading "Distribution of Units" below.

Save where the context requires otherwise, words and expressions defined in the Trust Deed shall have the same meaning in this Prospectus.

No dealer, salesman or other person is authorised to give any information or to make any representations other than those contained in this Prospectus and if given or made such information or representations may not be relied upon as having been authorised by the Trustee or any adviser. This Prospectus does not constitute an offer or solicitation to any one in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The Fund is neither insured with the Deposit Insurance Corporation in Trinidad and Tobago nor is it guaranteed by the Central Bank of Trinidad and Tobago or by any of the parties related thereto. Any investment in the Fund is at the sole risk of the investor.

There is no assurance that the Fund's Investment Objective will be achieved and investors may not receive the amount originally invested in the Fund.

All references herein to "dollar", "dollars" or "\$" mean the lawful currency of the Republic of Trinidad and Tobago. A "Business Day" is any day on which commercial banks operate for all banking business in the Republic of Trinidad and Tobago.

The Units in the Fund can be redeemed/repurchased by the Trustee in accordance with the Trust Deed. There is no market for the Units in the Fund and, as no such market is expected to develop, it may be difficult or not possible for the holders to sell them.

It should be noted that the price of Units in the Fund may go down as well as up. Under certain circumstances, as detailed in Clauses 4 and 8 of the Trust Deed, repurchase and cancellation of Units may be compulsory or suspended. Potential investors should consult their professional advisers on the tax consequences of subscribing, purchasing,

holding, redeeming or selling Units under the laws and practice of their country of citizenship, domicile or residence or under the laws of any other relevant jurisdiction and in the light of their personal circumstances.

Circulation of this Prospectus may be restricted in some jurisdictions and potential investors are responsible for informing themselves of any applicable laws or regulations.

If you are in any doubt about the contents of this Prospectus you should consult your stockbroker, bank manager, attorney-at-law, accountant or other professional adviser.

The applications for Units may be made only on the basis of this Prospectus alone on the Purchase Notification Form as provided by the Trustee.

Neither the delivery of this Prospectus nor the offer, sale or issue of Units shall constitute a representation that the information given herein is necessarily correct as of any time subsequent to the date hereof.

INTRODUCTION

The Fund

The Fund will be established as an open ended mutual fund in which Units will be issued. An open ended mutual fund is one in which the number of units which may be issued in the Fund is unlimited. This Fund will be classified in accordance with Section 5 of the Financial Institutions Act, 1993.

The Fund is governed by the laws of the Republic of Trinidad and Tobago and established by the Trust Deed and made by the Trustee duly incorporated and validly existing and licensed under the provisions of the Financial Institutions Act, 1993 of the laws of the Republic of Trinidad and Tobago.

The obligations as to the trusteeship of the Fund and the issue and repurchase of Units, and all distributions are the ultimate responsibility of the Trustee. The Trustee pursuant to the power contained in the Trust Deed has delegated certain duties and functions:

1. as to fund administration and management, to Bourse Securities Limited (the "Fund Administrator");
2. as to investment advice and management, to Bourse Securities Limited (the "Investment Manager"); and
3. as to distribution of the Units, to Bourse Securities Limited (the "Distributor").

INVESTMENT STRATEGY

1. Investment Objective and Policy

The Investment Objective of the Fund is to seek long -term growth of capital by investing in a diversified portfolio of equity securities of issuers primarily domiciled in, but not limited to, Trinidad and Tobago.

In addition, the Trustee will seek to benefit from the effect of specific regional economic trends in one or more industries or sectors within such market by allocating a relatively greater percentage of the assets of the Fund to such industries or sectors.

The Trustee shall have power on behalf of the Fund to invest in, subscribe for, reinvest in, purchase or otherwise acquire any of the following Investments:

Equity securities of issuers domiciled in Trinidad and Tobago, the Caribbean region and outside of the Caribbean region.

Units in any unit trust or mutual fund.

Bonds, debentures, loans or other evidence of indebtedness of governments and corporate issuers domiciled in various countries

Mortgages registered in Trinidad and Tobago and secured by real estate or leaseholds.

Cash balances deposited with any licensed bank or financial institution.

Options, various forms of hedge transactions and derivative instruments for the purpose of maximizing investment returns and/or minimizing risk.

In this paragraph equity securities include common and preferred stock, convertible debt securities and rights to acquire such securities. Evidence of indebtedness includes but is not limited to banker's acceptances, promissory notes, securitised loans, commercial paper, mortgage backed securities and other securities backed by bonds, debentures, loans and/or fully paid ordinary shares.

2. Investment Restrictions

There are certain investment decisions that are deemed fundamental policies for the Fund, including restrictions that:

- (i) not less than 60% of the Deposited Property will be invested in equity securities.
- (ii) no more than 40% of the Deposited Property will be invested in debt securities.
- (iii) The Trustee may not borrow monies in excess of the total value of the Deposited Property of the Fund on the date on which such borrowings on aggregate were undertaken in accordance with Clause 13 of Trust Deed
- (iv) No securities that are subject to restrictive legal or contractual obligations on resale, may be acquired.

3. Risk Disclosures

There can be no assurance that the Trustee will achieve the Investment Objective of the Fund and investors may not receive an amount equal to or greater than that originally invested in the Fund.

The assets of the Fund will be invested in securities and contracts the portfolio of which will be subject to the risk of fluctuations in capital and financial instruments. While the Trustee will seek for the Fund to produce positive total investment returns, in any

particular year losses may be suffered.

The Trust Deed provides for investment of a portion of the Fund in assets denominated in a currency other than Trinidad and Tobago Dollars . In such circumstances the Unitholder will be subject to some risk of foreign currency fluctuations.

While the Trustee at its sole discretion may enter into options and other derivative transactions for any Units of the Fund, the prices of Units in the Fund are not guaranteed as they can go down as well as up. There is no guarantee of the achievement of the objectives of the Fund.

The Fund is neither insured with the Deposit Insurance Corporation in Trinidad and Tobago nor is it guaranteed by the Central Bank of Trinidad and Tobago or by any of the parties related thereto. Any investment in the Fund is at the sole risk of the investor.

4. Modifications

Modification of the Investment Objective requires approval of the Trustee and consent by Ordinary Resolution of the Unitholders.

TRUSTEE, FUND ADMINISTRATOR, INVESTMENT MANAGER AND DISTRIBUTOR

Pursuant to the Trust Deed the Trustee has exclusive authority and ultimate responsibility for the administration and management of the Fund as well as for the custody of the assets of the Fund. As referred to above the Trustee has delegated certain responsibilities to the Fund Administrator, the Investment Manager and the Distributor. For their services the Trustee, the Fund Administrator, the Investment Manager and the Distributor are paid in accordance with the section captioned "Fees" hereunder.

Pursuant to an Investment Advisory Agreement, the Investment Manager will provide general investment management of the assets of the Fund and buy and sell securities for and on behalf of the Fund subject to the restrictions set forth in this Prospectus and in the Trust Deed for the time being and as they may be amended from time to time.

The Investment Manager, Bourse Securities Limited, is licensed under the provisions of the Securities Industry Act, 1995.

The Investment Manager will determine the proportion of the assets of the Fund which shall be held in debt securities, other securities or temporary investments to provide for liquidity or defensive purposes, subject to the restrictions of the Trust Deed and delivery of any written instructions by the Trustee to the Investment Manager.

The Investment Manager will be responsible for the investment decisions made on behalf of the Fund and will place purchase and sale orders for the portfolio of securities and contracts. The Investment Manager will also select the dealers that will execute portfolio transactions for the Fund.

Some securities considered for investment in the Fund may also be appropriate for other clients advised by the Investment Manager, including its affiliates, as well as other funds. If the purchase or sale of securities is consistent with the Fund's investment policies and one or more of such other funds or clients are considered at or about the same time, transactions in such securities will be allocated among the several clients in a manner deemed fair and equitable. These allocations may or may not be advantageous to the Fund.

The Fund Administrator, Bourse Securities Limited, is also responsible for calculating the Net Asset Value of the Fund and the Net Asset Value per Unit (see "Determination of the Net Asset Value per Unit" below). The Fund Administrator is also responsible for the maintenance of proper books of accounts and preparation of full financial statements.

The Distributor, Bourse Securities Limited, is responsible for the sale and marketing of Units in the Fund.

The Trustee, in accordance with the terms of the Trust Deed is permitted to have recourse to the assets of the Fund to satisfy any liabilities it incurs in respect of the Fund, including liabilities in favour of its agents such as the Investment Manager, the Fund Administrator and the Distributor.

DISTRIBUTION OF UNITS

Subscriptions

Units in the Fund will initially be offered at \$10.00 per Unit during the Initial Period (being the period from the date of execution of the Trust Deed to 14th April, 2003 or such later date as the Trustee in its sole discretion may determine (the "Closing Date") and thereafter Units may be offered for sale at the Net Asset Value per Unit calculated for each Subscription Date being the Business Day immediately following a Valuation Date (being each and every Business Day). Subject to the Trustee determining otherwise, the minimum initial subscription for Units by an investor will be \$5,000.00 and thereafter, the minimum amount of an additional subscription by a Unitholder, save and except in the instances of the reinvestment of any distributions payable in the Fund, will be \$100.00. Completed Purchase Notification Forms together with immediately cleared funds must be received by the Trustee (or its duly authorised agent) by no later than 11.00 a.m. on the relevant Subscription Date.

There is provision for fractional Units.

No certificates are issued in respect of Units which will be registered in the holder's name. Quarterly statements are to be sent to Unitholders.

Payment for Units

Units will only be issued for immediately cleared funds in the lawful currency of Trinidad and Tobago which must be received with the relevant Purchase Notification Form.

Change of Information Notification Form

Holders of Units are obliged to complete Change of Information Notification Forms in certain circumstances set out in such form.

Redemption

Redemption of Units will be effected on the Business Day immediately following a Valuation Date (being each and every Business Day). To effect Redemption of Units, Unitholders must submit Redemption Forms which must be received by the Trustee (or its duly authorised agent) by no later than 11.00 A.M. on the relevant Redemption Date. Units will be redeemed at the Redemption Price less any stamp duty or taxation leviable thereon on the relevant Redemption Date. The Redemption Price will be the Net Asset Value per Unit on the Valuation Date immediately preceding the Redemption Date in respect of which such price is being calculated.

The Trustee has discretion to apply an early Redemption Charge as follows:-

Not to exceed 2% per annum within the first year of investment

Not to exceed 1.5% per annum from 1-2 years

Not to exceed 1% per annum from 2-3 years

These charges can be waived.

Remittance of Redemption Proceeds will be effected on the relevant Redemption Date.

There is no limit as to the number of Units that can be redeemed at any one time.

In the event that the Unitholder's holdings in the Fund falls below the minimum requirement of \$5,000.00, the Trustee has the discretion to redeem the Units and to remit balance to the Unitholder in accordance with Clause 8(B)(vi) of the Trust Deed.

Mandatory Redemption

If it shall come to the attention of the Trustee that Units are held by any person who is determined by the Trustee to be an inappropriate person to hold Units, as detailed in the Trust Deed, or that Units were acquired or are held by any person in breach of the laws or requirements of any country or governmental authority then the Trustee shall utilize procedures contained in the Trust Deed compulsorily to redeem such Units.

Restrictions on Transfers

Units may be transferred only to persons who are not prohibited from holding Units under the terms of the Trust Deed. The transferee will be required to represent to the Trustee's satisfaction that it is acquiring the Units for investment on its own account and that it is not disqualified from holding Units pursuant to the terms of the Trust Deed. A transfer of Units must be by way of Transfer Form and no such transfer will be effective and binding on the Trustee until entered in the Register.

Subject to a resultant holding of Units (by both the transferor and the transferee after the proposed transfer), of which the current value shall be not less than \$5,000.00 no Transfer Form shall relate to Units of a then current aggregate value of less than \$5,000.00 unless such Transfer Form relates to all Units registered in the name of the transferor.

Determination of Net Asset Value per Unit

The assets of the Fund are valued at the close of business on a Valuation Date in order to determine the Net Asset Value of the Fund (being the value of the Fund's total assets minus its total liabilities including provision for accrued fees and expenses). The Net Asset Value per Unit will be calculated on each Valuation Date (being each and every Business Day) or such other day or days as the Trustee may determine by dividing the Net Asset Value of the Fund by the total number of Units outstanding on a relevant Valuation Date.

The valuation of the assets will be determined by the market quotations on the official stock exchange or other regulated markets on which these investments or property are traded. Where such Investments or other property are quoted or dealt in on or by more than one stock exchange or regulated market, the Trustee may in its discretion select one of such stock exchanges or regulated markets for the purposes of determining the value of such Investments or property.

Any investment or other property which is not traded or admitted on an official stock exchange or regulated market, the Trustee shall proceed on the basis of their expected sales price, which shall be valued with prudence and in good faith.

The Net Asset Value of the Fund will be published daily in the newspapers, on the internet at www.boursefinancial.com., or as subsequently advised by the Trustee.

In accordance with Clause 8 (c) of the Trust Deed, the Trustee may suspend the determination of Net Asset Value, the issue and repurchase of Units in the Fund during:

- (a) any period in which there is a suspension of trading of the Investments or other property of the Fund; and

- (b) while circumstances exist as a result of which in the opinion of the Trustee after consultation with the Investment Manager it is not reasonably practicable to realize any Investments or other property held or contracted for the account of the Fund.

Unitholders who have submitted Redemption Forms will be notified of any such suspension as soon as may be practicable after such suspension and those who have not withdrawn their Redemption Forms during the period of such suspension will be promptly notified upon termination of such suspension.

Certain Limitations on Liability

- (1) The Investment Management Agreement provides *inter alia* that the Investment Manager shall not be liable for any loss arising from any act or omission, except for misfeasance, bad faith or negligence in the performance of its duties thereunder.
- (2) The Fund Administration Agreement provides *inter alia* that the Fund Administrator shall not be liable for acts or omissions unless done or omitted through willful default, fraud or negligence of the Fund Administrator.
- (3) The Distribution Agreement provides *inter alia* that the Distributor shall use its best efforts to arrange for placement of Units on behalf of the Fund and to provide potential investors with copies of the Prospectus. In so doing, the Distributor shall act as distributor for the Trustee and not as principal.
- (4) The Trust Deed provides *inter alia* that the Trustee shall as regards all the Fund's powers, authorities and discretions vested in it, have absolute and uncontrolled discretions as to the exercise thereof whether in relation to the manner or as to the mode of and the time of exercise thereof and in the absence of fraud or negligence the Trustee shall not be in any way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

Termination

Unless terminated prior thereto by Unitholders' vote or pursuant to a decision by the Trustee which will be subject to ninety (90) days prior written notice to the Unitholders that the remaining investment opportunities will not be sufficient to achieve the Investment Objective, the Fund will terminate on whichever is the earliest of (i) the expiry of the Perpetuity Period (which shall expire at the end of the period of 21 years from the date of the death of the last survivor of all the descendants, male and female, of Her Majesty Queen Elizabeth II living on the date of execution of the Trust Deed) (ii) the redemption of all Units; and (iii) the retirement of the Trustee pursuant to the Trust

Deed without a new Trustee being appointed.

In order to effect such termination the assets of the Fund will be liquidated by the Trustee in consultation with the Investment Manager. After payment of all debts and liabilities of the Fund and all fees and expenses of the Fund, the net proceeds of such liquidation will be distributed, to the extent not distributed prior thereto, on the thirtieth Business Day following termination of the Fund pro rata to the Unitholders of record on the date of termination of the Fund.

TAX CONSIDERATIONS

Prospective purchasers of Units should consult their own tax advisers as to the taxes applicable to the acquisition, holding or disposition of Units under the laws of the countries of their respective citizenship, residence or domicile.

INCOME AND DISTRIBUTIONS

The Trustee intends to make distributions out of the net income and net realized profits of the Fund. The amount of such distributions will be determined by the Trustee and will ordinarily be paid quarterly. Units will accrue entitlement to distributions as long as they are issued and outstanding. Units will be entitled to distributions as of the Subscription Date to (but not including) the Redemption Date.

Distributions payable in this Fund will ordinarily be reinvested automatically in additional Units of the Fund at the Issue Price as at the relevant Distribution Date unless investors or until Unitholders request that their Distributions be paid to them in cash on the relevant Distribution Notification Form.

GENERAL INFORMATION

Documents for Inspection

The Fund's annual financial statements will be made up to 31st December in each year beginning in 2003. Annual audited financial statements of the Fund will be published in the newspapers.

The Trustee shall publish or shall cause to be published in one or more daily newspaper in Trinidad and Tobago and such other newspapers and publications as the Trustee may determine at least once every 6 months, a statement of assets and liabilities, and a statement of net income, of the Fund.

Copies of the Trust Deed and agreements with the Investment Manager, the Fund Administrator and the Distributor may be inspected at the registered office of the Trustee and/or such other offices as the Trustee may from time to time determine and notify to Unitholders and prospective Unitholders.

Unitholders' Voting

With regard to certain matters the Unitholders will be required to approve or confirm such action as detailed in Schedule 2 of the Trust Deed, either by an Ordinary Resolution or Extraordinary Resolution passed in accordance with the provisions of the Trust Deed.

FEES

Trustee

The Trustee shall be entitled to be paid from the Deposited Property of the Fund a quarterly fee which shall be calculated and accrued daily and payable in arrears of an amount which will not exceed an annual rate of 0.25% on the average Net Asset Value subject to a minimum of \$12,500 per annum during the relevant calendar quarter and such fees shall, in respect of the quarter in which the Closing Date occurs and the quarter in which the Fund is terminated, be pro-rated on the basis of the number of days remaining in such quarter from and including the Closing Date or (as the case may be) the number of days elapsed in such quarter to and including the termination date, and the number of days in the relevant quarter. The fees payable to the Trustee may be increased with the sanction of an Ordinary Resolution.

Investment Manager

The Investment Manager shall be paid out of the Deposited Property of the Fund a quarterly fee, calculated on the basis of the average Net Asset Value in that quarter prorated where necessary on the basis of number of days remaining or elapsed in the quarter, according to an annual rate not to exceed 1.5 % on the average Net Asset Value of the Fund. The Investment Manager will be reimbursed all out-of-pocket expenses incurred in the performance of its duties as Investment Manager.

Fund Administrator

The Fund Administrator shall be paid out of the Deposited Property of the Fund a quarterly fee, calculated on the basis of the average Net Asset Value in that quarter, prorated where necessary on the basis of the number of days remaining or elapsed in the quarter, according to an annual rate not to exceed 1% on the average Net Asset Value of the Fund. The Fund Administrator will also be reimbursed all reasonable out-of-pocket expenses incurred by it in the performance of the Fund Administrator's duties.

Distributor

The Distributor shall be paid out of the Deposited Property of the Fund a quarterly fee, calculated on the basis of the average Net Asset Value in that quarter, prorated where

necessary on the basis of the number of days remaining or elapsed in the quarter according to an annual rate not to exceed 1% on the average Net Asset Value of the Fund.

Other

There are provisions in the Trust Deed for imposing (i) an Early Redemption Charge for Units such charge in accordance with Clause 8B(iv) of the Trust Deed and (ii) an Initial Charge not to exceed 1% of the relevant Issue Price. Both these charges can be waived by the Fund Administrator in its discretion.