

INFORMATION MEMORANDUM

The directors of CT Property Growth & Income Feeder Fund Limited (the "Company") whose names appear on page 24 of this document under "MANAGEMENT" (the "Directors") accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of the information. The Directors accept responsibility accordingly.

CT PROPERTY GROWTH & INCOME FEEDER FUND LIMITED

(An open-ended investment company incorporated with limited liability under the laws of Guernsey with registered number 42919)

Class A (Income) Shares, Class B (Income) Shares, Class E (Income) Shares and Class F (Income) Shares of no par value of the Company

The Shares of the Company are only suitable for investors who do not require immediate liquidity for their investment, for whom an investment in Shares of the Company does not constitute a complete investment programme and who fully understand and are willing to assume the risks involved in investing in the Shares.

Dated: 23 July 2024

IMPORTANT INFORMATION

The Company is an open-ended Class B collective investment scheme governed by the provisions of The Companies (Guernsey) Law, 2008, as amended. The Company has been authorised by the Guernsey Financial Services Commission (the "Commission") as a Class B Scheme under The Protection of Investors (Bailiwick of Guernsey) Law, 2020 (the "Law"). In giving this authorisation the Commission does not vouch for the financial soundness of the Company or for the correctness of any statements made or opinions expressed with regard to it.

This Information Memorandum has been prepared in accordance with The Authorised Collective Investment Schemes (Class B) Rules and Guidance, 2021 as issued by the Commission pursuant to the Law. This Information Memorandum will be revised at least once during every twelve month period and prospective investors should enquire of the Administrator as to whether this document has been revised or superseded.

No person has been authorised to issue any advertisement or to give any information, or to make any representations in connection with the subscription, allotment, issue or redemption of the Shares other than those contained in this Information Memorandum and, if issued, given or made, such advertisement, information or representations must not be relied upon as having been authorised by the Company. Neither the delivery of this Information Memorandum nor the allotment or issue of any of the Shares shall under any circumstances create any implication or constitute a representation that the information given in this Information Memorandum is correct as of any time subsequent to the date hereof.

This Information Memorandum does not constitute an offer or solicitation to anyone in any jurisdiction, and may not be used for the purposes of any such offer or solicitation 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 or is unlawful without compliance with additional registration or filing requirements. The distribution of this Information Memorandum and the offering of Shares in certain jurisdictions may be restricted and, accordingly, persons into whose possession this Information Memorandum comes are required to inform themselves about, and to observe, such restrictions. No person may treat this Information Memorandum as constituting an invitation to them unless in the relevant territory, such an invitation could lawfully be made to them without compliance with any registration or other legal requirements.

It is recommended that any person interested in applying for Shares consult his professional adviser on matters referred to in this Information Memorandum. No information or advice herein contained shall constitute advice to a prospective investor in respect of his personal position. Persons interested in acquiring Shares should inform themselves as to (a) the legal requirements within the countries of their nationality, residence or domicile of such acquisition, holding, redemption or disposing of Shares (b) any foreign exchange restriction or exchange control requirements which they might encounter on the acquisition, holding, redemption or disposal of Shares and (c) the income tax and any other tax consequences which might be relevant to the acquisition, holding, redemption or disposal of Shares.

Under the Memorandum and Articles of Incorporation of the Company, the Directors have the power to redeem or require the transfer of Shares held by or for the account of any person in breach of the laws or requirements of any country or government authority or by any person or persons in circumstances where the holding of such Shares may, in the opinion of the Directors, result in legal, pecuniary, tax, regulatory or material administrative disadvantage for the Company or its Shareholders as a whole or any Class thereof or to maintain such minimum holding of Shares of any Class as shall be prescribed from time to time by the Directors.

No person has been authorised to make any representations or given any information with respect to the Shares other than those contained or referred to in this Information Memorandum and, if issued, given or made, such advertisement, information or representations must not be relied upon as having been authorised by the Company.

Each of the Company and CT Property Growth & Income Fund ICVC (the "Master Fund") is an Alternative Investment Fund for the purposes of the EU Alternative Investment Fund Managers Directive (Directive 2011/61/EU) ("AIFMD"). Columbia Threadneedle Fund Management Limited (the "Manager") is the Alternative Investment Fund Manager ("AIFM") of the Company and the Master Fund. The Manager is authorised and regulated by the Financial Conduct Authority in the United Kingdom as a full-scope AIFM for the purpose of AIFMD.

NOTICE TO PERSONS IN THE EUROPEAN ECONOMIC AREA

Shares in the Company may not be marketed to prospective investors or discretionary investment managers which are domiciled or have a registered office in any member state of the European Economic Area ("EEA Persons"), save where expressly permitted pursuant to the laws of the EEA member state in accordance with the implementation of Article 36 of the AIFMD.

At the date hereof, the Manager has qualified the Company for marketing under the laws of the following EEA member states implementing Article 36 of the AIFMD: United Kingdom.

NOTICE TO PERSONS IN THE UNITED KINGDOM

The Company is an Alternative Investment Fund for the purposes of the Financial Services and Markets Act 2000 of the United Kingdom (the "FSMA") and has been qualified under Regulation 57(1) of the Alternative Investment Fund Managers Regulations 2013 of the United Kingdom. On that basis, the Company may be marketed in the United Kingdom only to EEA Persons who qualify as "professional investors", as defined under the FSMA.

As regards prospective investors in the United Kingdom who are not EEA Persons or who do not qualify as professional investors ("Other Persons"), the Company is a collective investment scheme and is not a recognised scheme for the purposes of the FSMA. The communication in the United Kingdom of this Information Memorandum or of any invitation or inducement to invest in Shares is restricted by law. Accordingly, this Information Memorandum is directed only at Other Persons in the United Kingdom reasonably believed to be of a kind to whom such an invitation or inducement may lawfully be communicated (i) if effected by a person who is not an authorised person under the FSMA, pursuant to the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "FPO") or (ii) if effected by a person who is an authorised person under the FSMA, pursuant to the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the "PCIS Order") or the rules in Section 4.12 of the Conduct of Business Sourcebook of the Financial Conduct Authority of the United Kingdom. Such persons include: (a) persons having professional experience of participating in unregulated collective investment schemes and (b) high net worth bodies corporate, partnerships, unincorporated associations, trusts, etc. falling within Article 49 of the FPO or Article 22 of the PCIS Order. Investment in the Shares is available only to such persons, and persons of any other description may not rely on the information in this Information Memorandum.

All prospective investors in the United Kingdom are advised that all, or most, of the rules made under the FSMA for the protection of retail clients will not apply to an investment in the Company, and compensation under the Financial Services Compensation Scheme of the United Kingdom will not be available.

Investors in the Company are not eligible for any compensation under the Collective Investment Schemes (Compensation of Investors) Rules, 1988 made under the Law.

NOTICE TO PERSONS IN SWITZERLAND

General Information

The Company has not been and shall not be approved by the Swiss Financial Market Supervisory Authority ("FINMA") as a foreign collective investment scheme pursuant to Article 120 of the Swiss Collective Investment Schemes Act of 23 June 2006 (the "CISA"), as amended. Accordingly, the Company is not subject to the supervision of the FINMA and investors do not benefit from the investor protection granted by the CISA. Furthermore, the Shares are only intended for qualified investors in Switzerland as set out under Article 10 paragraph 3 of the CISA as revised, and under Article 6 and 6a of the Swiss Federal Collective Investment Schemes Ordinance ("CISO") ("Qualified Investors"). The representative of the Company in Switzerland is Carnegie Fund Services S.A., 11, rue du Général-Dufour, 1204 Geneva, Switzerland (the "Representative"). The Information Memorandum, the Memorandum and Articles of Incorporation, the unaudited semi-annual reports and audited annual financial statements of the Company, and further information may be obtained free of charge from the Representative in Switzerland. The paying agent in Switzerland is Banque Cantonale de Genève, 17, quai de l'Île, 1204 Geneva, Switzerland. This document may only be issued, circulated or distributed so as not to constitute an offering to the general public in Switzerland. Recipients of the document in Switzerland should not pass it on to anyone without first consulting their legal or other appropriate professional adviser, or the Representative.

Retrocessions

The Investment Manager and its affiliates may pay retrocessions where permitted by applicable law and regulation. Retrocessions are deemed to be payments paid by the Investment Manager and its affiliates out of its investment management fee to eligible third parties for distribution activities in respect of Shares in Switzerland. With such payments the Company compensates the respective third parties for all activities whose object is, whether directly or indirectly, the purchase of Shares by an investor, like, as non-exhaustive examples:

- Introduction to potential investors in the Company
- Organisation of road shows and/or fund fairs at which the Investment Manager is invited
- Assistance to investors in making applications for Shares
- Forwarding of subscription, conversion and redemption orders to the Administrator
- Providing investors with the Company's documents
- Verification of identification documents and the performance of due diligence tasks as well as keeping documentary records of their clients who may invest in the Company
- Distribution and publication of information and other client communications to their clients, etc.

In the event that a recipient of retrocessions forwards such retrocessions to investors (entirely or partly), the retrocessions shall not qualify as rebates.

The recipients of the retrocessions must ensure transparent disclosure. They must inform investors, unsolicited and free of charge, about the amount of the compensation they may receive for distribution. On request, they must disclose the amounts they actually receive for the distribution of the collective investment schemes held by the investors concerned.

The laws and regulations of Guernsey do not provide for rules stricter than the Swiss rules regarding retrocessions (as defined above) in Switzerland.

Rebates

The Investment Manager and its affiliates do not intend to pay rebates, defined as payments by the Investment Manager and its affiliates, directly to investors from a fee or cost charged to the Company with the purpose of reducing the said fee or cost to an agreed amount. It is therefore irrelevant whether or not the laws and regulations of Guernsey provide for rules stricter than the Swiss rules regarding rebate payments in Switzerland.

NOTICE TO PERSONS IN THE UNITED STATES

The Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "1933 Act") or qualified under any U.S. state securities laws. The Company has not been and will not be registered under the United States Investment Company Act of 1940, as amended, and except in a transaction which does not violate such acts, the Shares may not be offered, made available, sold or delivered, directly or indirectly, in the United States (as defined below), or to or for the benefit of a "U.S. Person" (as defined under "SUBSCRIPTIONS AND REDEMPTIONS – Eligible Investors" on pages 34 to 36 below). The Shares have not been approved or disapproved by the United States Securities and Exchange Commission, any state securities commission or other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of a subscription for Shares or the accuracy or adequacy of this Information Memorandum. Any representation to the contrary is unlawful.

The Company does not currently intend to make the Shares directly or indirectly available in the United States or to investors who are U.S. Persons or who are holding the Shares for the account or benefit of a U.S. Person. The Shares are subject to restrictions on transferability and resale and may not be transferred or resold in the United States except as permitted under the 1933 Act and applicable state securities laws, pursuant to registration or exemption therefrom. Applicants will be required to certify that they are not acquiring Shares for the benefit of, directly or indirectly, U.S. Persons, and that they will not sell or offer to sell or transfer Shares to a U.S. Person. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time. All investors in the Company have limited redemption rights and such rights may be suspended under the circumstances described in this Information Memorandum.

RISKS AND CONFLICTS

There are significant risks associated with investment in the Company and in the Shares. Investment in the Company may not be suitable for all investors. There can be no assurance that either the Company or the Master Fund will achieve their investment objectives. Each prospective investor should carefully review this Information Memorandum and carefully consider the risks associated with an investment in Shares before deciding to invest. The attention of prospective investors is drawn to "RISK FACTORS" and "CONFLICTS OF INTEREST" commencing on page 45 and page 56 respectively, of this Information Memorandum. Shares should be acquired only on the basis of information contained in this Information Memorandum (as may be amended or supplemented from time to time) or incorporated herein by reference, the Application Form, the latest annual accounts and any other documents supplemental thereto disclosed to the investor at the time of such investment.

INVESTORS ARE URGED TO CONSULT WITH THEIR LEGAL ADVISERS AND TAX ADVISERS AS TO THE IMPLICATION OF THEIR ACQUIRING, HOLDING, REDEEMING OR DISPOSING OF SHARES. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES IN RESPECT OF SUITABILITY.

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GLOSSARY OF TERMS

The following is a glossary of certain terms used frequently throughout this Information Memorandum, including the Summary thereof:

“Administrator”	Northern Trust International Fund Administration Services (Guernsey) Limited;
“Administration Agreement”	the administration agreement dated 1 April 2021, between the Company and the Administrator as may be amended from time to time (as described under “Administration – Administrator to the Company”);
“AIF” or “Alternative Investment Fund”	an alternative investment fund, as defined in the AIFMD;
“AIFM” or “Alternative Investment Fund Manager”	an alternative investment fund manager, as defined in the AIFMD;
“AIFMD”	Directive 2011/61/EU of the European Parliament and the Council of the European Union on alternative investment fund managers and any implementing legislation or regulations thereunder;
“AIFMD Rules”	the provisions of: (i) European Commission Delegated Regulation (EU) No 231/2013 supplementing AIFMD with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision; and (ii) the provisions of the FCA Rules and any other applicable regulations implementing AIFMD, in each case as may be altered, amended, added to or cancelled from time to time;
“Application Form”	the application form for Shares available from the Administrator from time to time;
“Articles”	the Articles of Incorporation of the Company;
“Auditors”	PricewaterhouseCoopers CI LLP;
“Board”	see “Directors” below;
“Business Day”	any day (excluding Saturdays, Sundays and public holidays) on which banks are open for business in London and Guernsey and/or such other and/or further places as the Directors may from time to time determine;
“Class”	a class of Shares in the Company;
“Class A Shares”	Class A Shares of the Company of no par value currently being made available for subscription, details of which are contained in this Information Memorandum. The Class A Shares are currently issued as Class A (Income) Shares. The Class A Shares are valued, and subscriptions and redemptions are conducted, in Sterling;
“Class B Shares”	Class B Shares of the Company of no par value currently being made available for subscription, details of which are contained in this Information Memorandum. The Class B Shares are currently issued as Class B (Income) Shares. The Class B Shares are valued, and subscriptions and redemptions are conducted, in Euro;

"Class E Shares"	Class E Shares of the Company of no par value currently being made available for subscription, details of which are contained in this Information Memorandum. The Class E Shares are currently issued as Class E (Income) Shares. The Class E Shares are valued, and subscriptions and redemptions are conducted, in Sterling;
"Class F Shares"	Class F Shares of the Company of no par value currently being made available for subscription, details of which are contained in this Information Memorandum. The Class F Shares are currently issued as Class F (Income) Shares. The Class F Shares are valued, and subscriptions and redemptions are conducted, in Euro;
"Commission"	the Guernsey Financial Services Commission;
"Company"	CT Property Growth & Income Feeder Fund Limited;
"Dealing Day"	a day on which Shares may be subscribed and/or redeemed, being each Business Day and/or such other day or days as the Directors may from time to time prescribe in relation to Shares of each Class;
"Depository"	in respect of the Company, Northern Trust (Guernsey) Limited and/or such entities as may be appointed from time to time;
"Depository Agreement"	the depository agreement between the Depository, the Company, the Manager and the Investment Manager, as may be amended from time to time;
"Directors" or "Board"	the board of directors of the Company including a duly authorised committee thereof;
"EEA"	the current members of the European Economic Area;
"EU"	the current member states of the European Union;
"Euro" or "€"	the European euro, the lawful currency of participating member states of the European Monetary Union from time to time;
"FCA"	the United Kingdom Financial Conduct Authority;
"FCA Rules"	the rules contained in the COLL Sourcebook or the FUND Sourcebook published as part of the FCA Handbook which shall, for the avoidance of doubt, not include guidance or evidential requirements contained in the said sourcebook, and, where relevant, the PRA;
"FIIA"	a fund investing in Inherently Illiquid Assets;
"HMRC"	HM Revenue & Customs in the U.K.;
"Income Shares"	Class A Shares, Class B Shares, Class E Shares or Class F Shares of the Company in respect of which income available for allocation is intended to be distributed by way of dividend and not accumulated. The Directors have received confirmation from HMRC that HMRC have granted reporting fund status in respect of the Class A, Class B, Class E and Class F Income Share Classes for U.K. tax purposes. No guarantee can be given that approval as a reporting fund will be maintained;
"Inherently Illiquid Assets"	the list of assets defined in the FCA Rules, which includes (but is not limited to) immovables, an investment in an infrastructure project, certain transferable securities, shares in another FIIA;

"Investment Manager"	Thames River Capital LLP;
"Investment Management Agreement"	the agreement dated 18 July 2014 entered into between the Manager and the Investment Manager, as the same may be amended from time to time;
"Issue Date"	each subscription Dealing Day in respect of the Shares of the relevant Class or such other day or days as the Directors may from time to time prescribe in relation to such Shares;
"Law"	The Protection of Investors (Bailiwick of Guernsey) Law, 2020 and any amendment or other statutory modification thereof;
"Management Agreement"	the agreement dated 18 July 2014 entered into between the Manager and the Company, as the same may be amended from time to time;
"Management Share"	a management share in the Company;
"Manager"	Columbia Threadneedle Fund Management Limited;
"Market Value"	valuations of the physical property holdings prepared on the basis of market value as defined in the Royal Institute of Chartered Surveyors Red Book: The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;
"Master Fund"	CT Property Growth & Income Fund, an open-ended investment company incorporated with limited liability and registered in England and Wales;
"Net Asset Value" and "Net Asset Value per Share"	the net asset value of the Portfolio of the Company and the net asset value per Share of the relevant Class, respectively, calculated in accordance with this Information Memorandum;
"OECD"	the Organisation for Economic Co-operation and Development, as constituted from time to time;
"Portfolio"	the portfolio of assets of the Company and/or the Master Fund, as the context requires, managed in accordance with the investment objective and strategy described in this Information Memorandum;
"PRA"	the United Kingdom Prudential Regulatory Authority;
"Shares"	the voting redeemable preference shares of no par value of the Company which may be designated and issued by the Company in one or more Classes or series. The Company currently has Class A (Income) Shares, Class B (Income) Shares, Class E (Income) Shares and Class F (Income) Shares available for subscription at the discretion of the Directors;
"Shareholders"	holders of Shares;
"Sterling" or "£"	United Kingdom pounds sterling, the lawful currency of the United Kingdom;
"United States" or "U.S."	the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

"United Kingdom" or "U.K."	the United Kingdom of Great Britain and Northern Ireland;
"US Dollars" or "US\$"	the United States dollar, the lawful currency of the United States of America;
"U.S. Person"	as defined under "SUBSCRIPTIONS AND REDEMPTIONS - Eligible Investors" below;
"Valuation Point"	the day and time(s) with reference to which the assets and liabilities of the Portfolio of the Company will be valued for the purposes of calculating the Net Asset Value and the Net Asset Value per Share of each Class;
"1933 Act"	the United States Securities Act of 1933, as amended; and
"1940 Act"	the United States Investment Company Act of 1940, as amended.

SUMMARY

The following is a summary of the key information concerning the Company and the Shares. It is derived from, and should be read in conjunction with, the full text of this Information Memorandum.

The Company

CT Property Growth & Income Feeder Fund Limited is an open-ended investment company incorporated with limited liability under the laws of Guernsey with registered number 42919. The Company is authorised by the Commission as a Class B Scheme under the Law.

The Master Fund

CT Property Growth & Income Fund is an investment company with variable capital incorporated in England and Wales with registered number IC1020 and with PRN 629754. The Master Fund is authorised by the FCA as a non-UCITS retail scheme with effect from 26 September 2014.

Structure

The Company is organised as a feeder fund and all of the Company's assets (to the extent not retained in cash) are invested in the ordinary shares of the Master Fund. Further feeder funds may be created to invest in the Master Fund in the future.

The Class A, Class B, Class E and Class F Shares and the Portfolio of the Company

As the Company is an open-ended investment company, the Directors are empowered to issue one or more Classes or series of Shares representing different rights in respect of the assets of the Company.

The Company is making available for subscription Class A Shares denominated in Sterling, Class B Shares denominated in Euro, Class E Shares denominated in Sterling and Class F Shares denominated in Euros, representing rights in respect of the Portfolio of the Company. Future Classes, if any, may have characteristics different from those of the Class A Shares, Class B Shares, Class E Shares and Class F Shares. The Class A Shares, Class B Shares, Class E Shares and Class F Shares are available as Income Shares.

Investment Objective of the Company

The Company invests all of its assets (to the extent not retained in cash) in the ordinary shares of the Master Fund.

Investment Objective of the Master Fund

The investment objective of the Master Fund is to deliver capital appreciation and income.

The Master Fund will seek to achieve this investment objective by obtaining at least 70% investment in, and/or exposure to, a combination of investments in U.K. commercial property and securities of property and property related issuers listed or operating in the countries of the EU and/or the EEA.

While the securities in which the Master Fund invests will mainly be equity securities, investment may also be made in fixed interest securities, and derivatives. From time to time, the Master Fund may also hold a small proportion of the portfolio in securities which are convertible into equities and derivatives.

The Master Fund may use derivatives for investment purposes as well as for efficient portfolio management. Such derivatives may include, but will not be restricted to, swaps, contracts for difference, forward currency contracts and financial futures and

options.

The investment objective and strategy of the Master Fund is detailed under "Investment Objective and Strategy of the Master Fund" on page 19 below.

Income Shares

The Directors' current intention is to distribute in respect of each accounting period substantially the whole of the net income (including interest and dividends) of the Company attributable to the Class A (Income) Shares, Class B (Income) Shares, Class E (Income) Shares and Class F (Income) Shares. It is intended that distributions will be made in respect of quarterly interim accounting periods in each year. Unless a Shareholder elects otherwise, any distributions will be applied in the purchase of further Income Shares of the relevant Class. HMRC has approved the Class A and Class B Income Classes as reporting funds with effect from 1 April 2011. HMRC has approved the Class F Income Share Class as a reporting fund with effect from 1 April 2012. HMRC has also approved Class E Income Share Class as a reporting fund with effect from 1 May 2012. No guarantee can be given that approval as a reporting fund will be maintained.

Manager

Columbia Threadneedle Fund Management Limited has been appointed as the manager to the Company.

The Manager is the AIFM to the Company and the Master Fund for the purposes of AIFMD and is authorised by the FCA as a full scope AIFM under the FCA Rules.

The Manager is also the authorised corporate director ("ACD") of the Master Fund.

Investment Manager

The Manager has appointed Thames River Capital LLP as the Investment Manager to provide investment management and advisory services in relation to the Portfolio. In connection with its duties in this regard, the Investment Manager provides and will provide portfolio management and advisory services to the Company and the Master Fund. The Investment Manager is authorised and regulated by the FCA.

The Administrator

Northern Trust International Fund Administration Services (Guernsey) Limited has been appointed as the administrator to perform operational and administrative duties in relation to the Company and its Shares. Northern Trust International Fund Administration Services (Guernsey) Limited also performs registrar duties in relation to the Company and its Shares.

Depositary

Northern Trust (Guernsey) Limited has been appointed to act as depositary to the Company and will provide custody services in relation to the assets of the Portfolio of the Company that comprise equities, securities and cash (to the extent applicable) and shall also perform certain cash monitoring, asset verification and oversight functions in respect of the Company. The Depositary has also been appointed to carry out certain safe-keeping duties in respect of the Company.

Company and Shareholder Taxation

The attention of prospective Shareholders is drawn to "COMPANY AND SHAREHOLDER TAXATION CONSIDERATIONS" commencing on page 58 of this Information Memorandum.

Portfolio Valuation

The Portfolio of the Company is valued for the purpose of calculating the Net Asset Value of the Portfolio of the Company and the Net Asset Value per Share of the relevant Class as at 5.00 p.m. (London time) on each Dealing Day (referred to as the Valuation Point). In relation to the valuation of the Company, the valuation of the Master Fund as at 12 noon (London time) on the same day will be utilised.

Subscription and Redemption Dealing Days

Each Business Day is currently a subscription and redemption Dealing Day in respect of the Shares of each Class.

Subscriptions

Investors may apply to subscribe for Shares of the relevant Class on each subscription Dealing Day at (i) prices calculated with reference to the Net Asset Value per Share of the relevant Class calculated as at the Valuation Point in respect of that Dealing Day or (ii) in respect of Shares of a Class available for issue but not yet issued, at such price per Share as may be determined by the Directors in their discretion, in each case, plus a discretionary subscription charge of up to five per cent. of the Net Asset Value per Share or the price per Share (as applicable) of the relevant Class.

The Directors may apply a dilution adjustment when calculating the subscription price for Shares subscribed on any Dealing Day. The dilution adjustment may be applied in addition to or independently of any discretionary subscription charge imposed in respect of a subscription of Shares (see "Subscription Charges" below).

Applications, duly completed, together with cleared funds for the Shares of the relevant Class subscribed must be received by the Administrator no later than 8.00 a.m. (London time) on the relevant Dealing Day at which such application is to be effected, or such later time as the Directors shall determine generally or in respect of specific applications.

Minimum Subscription

The minimum initial investment in Class A Shares is £5,000 and in Class B Shares is €7,500 or their equivalent in a currency acceptable to the Company, net of charges.

The minimum additional investment in Class A Shares is £5,000 and in Class B Shares is €7,500 or their equivalent in a currency acceptable to the Company, net of charges.

The minimum initial investment in Class E Shares is £5,000 and in Class F Shares is €7,500 or their equivalent in a currency acceptable to the Company, net of charges.

The minimum additional investment in Class E Shares is £5,000 and in Class F Shares is €7,500 or their equivalent in a currency acceptable to the Company, net of charges.

The minimum initial investment amounts may be increased or decreased, and the minimum additional investment amounts may be lowered, increased or waived, in each case at the discretion of the Directors either generally or in specific cases.

Eligible Investors	Shares of the relevant Class may be purchased and held only by investors who are not "Restricted Persons" as defined under "SUBSCRIPTIONS AND REDEMPTIONS - Eligible Investors" on page 34 of this Information Memorandum. "Restricted Persons" currently includes U.S. Persons.
Redemptions	<p>Shareholders may request the redemption of Shares of the relevant Class on each redemption Dealing Day at prices calculated with reference to the Net Asset Value per Share of the relevant Class calculated as at the Valuation Point in respect of each applicable Dealing Day. Requests for redemption must be received in writing by the Administrator no later than 8.00 a.m. (London time) on the relevant Dealing Day at which such request for redemption is to be effected. Settlement will normally take place within seven Business Days after completion of the Net Asset Value computation following the relevant Dealing Day.</p> <p>The Directors may apply a dilution adjustment when calculating the redemption price for Shares redeemed on any Dealing Day. The dilution adjustment may be applied in addition to or independently of any redemption charge imposed on a redemption of Shares (see "Redemption Charges" below).</p> <p>The minimum redemption amount in respect of Class A Shares is £5,000 net of charges and the minimum residual holding is Class A Shares having a value of £5,000. The minimum redemption amount in respect of Class B Shares is €7,500 net of charges and the minimum residual holding is Class B Shares having a value of €7,500. The minimum redemption amount in respect of Class E Shares is £5,000 net of charges and the minimum residual holding is Class E Shares having a value of £5,000. The minimum redemption amount in respect of Class F Shares is €7,500 net of charges and the minimum residual holding is Class F Shares having a value of €7,500.</p>
Subscription Charges	A discretionary subscription charge of up to five per cent. of the Net Asset Value per Share of the relevant Class is payable on subscription of Shares of the relevant Class. This charge, which is payable to the Company, may be waived at the discretion of the Directors. The Company is entitled to pay the whole or part of such charge along with any other remuneration received to intermediaries and introducing agents at its discretion.
Redemption Charges	The Company may impose a redemption charge of up to 3 per cent. of the redemption price of a Share redeemed within six months of its subscription. Shares of the relevant Class first acquired shall be treated as first redeemed for these purposes. This redemption charge is retained for the benefit of the Company and is in addition to or independent of any dilution adjustment imposed on a redemption of Shares.
Fees and Expenses payable to the ACD of the Master Fund	The ACD is entitled to take an annual fee out of each class of shares of the Master Fund and is entitled to reimbursement in respect of certain fees and expenses as described under "CHARGES AND EXPENSES: Fees and Expenses payable to the ACD of the Master Fund" on pages 30 to 31 below of this Information Memorandum.
Other Charges and Expenses	Are detailed under "CHARGES AND EXPENSES" on pages 30 to 32 below of this Information Memorandum.

Financial Year and Annual Reports

The financial year end of the Company and the Master Fund is 31 March in each year. Annual audited financial statements and unaudited semi-annual financial reports will be made available within six months of the fiscal periods to which they relate. Unless and until otherwise determined by the Directors, the Company will follow International Financial Reporting Standards. The annual financial statements are audited by PricewaterhouseCoopers CI LLP, the auditors to the Company and the Master Fund.

RISK FACTORS

There are significant risks associated with investment in the Company and in the Shares. Investment in the Company may not be suitable for all investors and is intended for investors who can accept the risks associated with such an investment including a substantial or complete loss of their investment. There can be no assurance that the Company or the Master Fund will achieve their investment objectives. Each prospective investor should carefully review this Information Memorandum and carefully consider the risks associated with an investment in Shares before investing. The attention of prospective investors is drawn to "RISK FACTORS" and "CONFLICTS OF INTEREST" commencing on page 45 and page 56 respectively, of this Information Memorandum.

DIRECTORY

**Company's
Registered
Office**

PO Box 255
Trafalgar Court
Les Banques
St Peter Port
Guernsey
GY1 3QL

**Master Fund's Head
Office**

Cannon Place
78 Cannon Street
London
EC4N 6AG
United Kingdom

**Directors of
the Company**

Robert Paul King
(Chairman)
Vic Holmes
Tina Watts

The address for each of the Directors is the registered office of the Company.

**Authorised
Corporate Director
of the Master Fund**

Columbia Threadneedle Fund Management Limited
Cannon Place
78 Cannon Street
London
EC4N 6AG
United Kingdom

Manager

Columbia Threadneedle Fund Management Limited
Cannon Place
78 Cannon Street
London
EC4N 6AG
United Kingdom

Investment Manager*

Thames River Capital LLP
Cannon Place
78 Cannon Street
London
EC4N 6AG
United Kingdom

**Administrator,
Secretary and
Registrar of the
Company**

Northern Trust International Fund Administration Services (Guernsey)
Limited
PO Box 255
Trafalgar Court
Les Banques
St Peter Port
Guernsey
GY1 3QL

**Administrator
of the Master
Fund**

SS&C Financial Services Europe Limited
SS&C House
Basildon
Essex
SS15 5FS
United Kingdom

Depository and Custodian of the Company	Northern Trust (Guernsey) Limited PO Box 71 Trafalgar Court Les Banques St Peter Port Guernsey GY1 3DA
Auditor of the Company	PricewaterhouseCoopers CI LLP Royal Bank Place 1 Gategny Esplanade St Peter Port Guernsey GY1 4ND Channel Islands
Auditor of the Master Fund	Pricewaterhouse PWC Level 4 Atria One 144 Morrison Street Edinburgh EH3 8EX
Standing Independent Valuer	Knight Frank LLP 55 Baker Street London W1U 8AN United Kingdom
Property Manager	Stiles Harold Williams Partnership LLP Venture House 27/29 Glasshouse Street London W1B 5DF

***Where indicated by an asterisk, the relevant entity serves the same functions, in respect of, and applies to, the Master Fund.**

THE COMPANY

Establishment and Incorporation

The Company was incorporated with limited liability in Guernsey on 10 March 2005 under the provisions of The Companies (Guernsey) Law, 1994, as amended, which has now been replaced by The Companies (Guernsey) Law, 2008, as amended. The Company has been authorised by the Commission as a Class B Scheme under the Law. The Company is organised as a feeder fund and all of the Company's assets (to the extent not retained in cash) are invested in the ordinary shares of the Master Fund.

The life of the Company is unlimited.

The Company, which has been established as an open ended investment company, is empowered to issue and redeem Shares divided into different Classes representing rights in respect of the portfolio of assets of the Company managed in accordance with a specified investment objective and strategy.

The activities of the Company are governed by its Memorandum and Articles of Incorporation, as amended from time to time, and this Information Memorandum and the details concerning the Company and its share capital contained herein.

Share Capital

The Company is authorised to issue an unlimited number of Shares of no par value each and up to (and including) 100 Management Shares of £1.00 each.

The Management Shares were taken up by the subscribers to the Memorandum of Association in order that the Company be incorporated and now are held by the Investment Manager. They carry no rights to participate in the profits or assets of the Company, other than a return of their nominal value on a winding up, and no voting rights whilst any Shares are in issue. The Management Shares have been created so that Shares may be issued and to ensure that some shares remain in issue notwithstanding the possible redemption of all the Shares.

The Shares are voting redeemable preference shares and may be issued in one or more Classes or series as designated by the Directors from time to time.

Classes of Shares

The Company is currently making available for subscription the following Classes of Shares:-

Class A Shares	which are denominated in Sterling and are issued as Income Shares only. The Net Asset Value per Share for Class A Shares will be calculated in Sterling and subscriptions and redemptions will be effected in that currency;
Class B Shares	which are denominated in Euro and are issued as Income Shares only. The Net Asset Value per Share for Class B Shares will be calculated in Euro and subscriptions and redemptions will be effected in that currency;
Class E Shares	will be denominated in Sterling and are issued as Income Shares only. The Net Asset Value per Share for Class E Shares will be calculated in Sterling and subscriptions and redemptions will be effected in that currency;
Class F Shares	will be denominated in Euro and are issued as Income Shares only. The Net Asset Value per Share for Class F Shares will be calculated in Euro and subscriptions and redemptions will be effected in that currency;

Investors wishing to subscribe for Shares of the relevant Class are referred to "SUBSCRIPTIONS AND REDEMPTIONS - Subscriptions" on page 33 of this Information Memorandum.

Application may be made for Shares to be redeemed on each Dealing Day at prices calculated with reference to the Net Asset Value per Share of the relevant Class. Shareholders wishing to redeem Shares are referred to "SUBSCRIPTIONS AND REDEMPTIONS - Redemptions" on page 36 of this Information Memorandum.

Base Currency of Account

The base currency of account of the Portfolio of the Master Fund and the Company is Sterling.

The Net Asset Value per Share for Class A (Income) Shares will be calculated in Sterling. The Net Asset Value per Share for Class B (Income) Shares will be calculated in Euro. The Net Asset Value per Share for Class E (Income) Shares will be calculated in Sterling. The Net Asset Value per Share for Class F (Income) Shares will be calculated in Euro.

Although the base currency of the Portfolio of the Master Fund is Sterling, the Master Fund anticipates holding securities, property and other assets denominated in currencies other than Sterling. The Master Fund reserves the right to enter into transactions with a view to mitigating, so far as practicable, the effect of currency movements between the base currency of account of the Portfolio of the Master Fund and those currencies.

In addition, as the Class B Shares are denominated in Euro, and the Class F Shares are denominated in Euro the Company will generally engage in currency hedging operations in relation to those classes of Shares with a view to mitigating, so far as practicable, the effect of currency movements between the currency in which those classes of Shares are denominated and the base currency of account of the Portfolio of the Company which is Sterling. The benefits, losses and expenses relating to such hedging transactions for a relevant class of Shares shall be exclusively for the account of that class of Shares.

Although the Company may enter into such hedging transactions, it is not obliged to do so and will only do so as determined by the Directors or Investment Manager at their discretion. No assurance can be given that such currency hedging policies, if conducted, will be successful.

Investment Objective of the Company

The Company invests all of its assets (to the extent not retained in cash) in the ordinary shares of the Master Fund.

Investment Objective and Strategy of the Master Fund

The investment objective of the Master Fund is to deliver capital appreciation and income.

The Master Fund will seek to achieve this investment objective by obtaining at least 70% investment in and/or exposure to a combination of investments in U.K. commercial property and securities of property and property related issuers listed or operating in the countries of the EU and/or the EEA.

While the securities in which the Master Fund invests will mainly be equity securities, investment may also be made in fixed interest securities and derivatives. From time to time, the Master Fund may also hold a small proportion of the portfolio in securities which are convertible into equities and derivatives.

The Master Fund may use derivatives for investment purposes as well as for efficient portfolio management. Such derivatives may include, but will not be restricted to, swaps, contracts for difference, forward currency contracts and financial futures and options.

The Portfolio of the Master Fund may invest all or part of its assets in cash or money market instruments (including government securities) if, in the opinion of the ACD, the prevailing market and economic conditions warrant the adoption of such a policy.

No more than 10% of the Portfolio of the Master Fund may be invested in separately managed collective investment schemes which themselves invest at least 80% in securities in which the Master Fund may invest.

Non-sterling investments may be hedged back to Sterling.

Comparator Benchmark: The ACD believes that an appropriate comparison for the Master Fund is the 50% IPD Balanced Monthly TR Index, 50% FTSE Developed Europe ex UK TR Index, given the investment policy of the Company and the approach taken by the Investment Manager when investing the Company's portfolio.

The investment restrictions of the Master Fund are set out in Appendix 1 below and also in the prospectus of the Master Fund (which shall be made available to investors on request).

Changes to the investment objective, investment strategy and investment restrictions of the Master Fund as set out above may be made only in accordance with the rules of the FCA.

Changes to the investment objective, investment strategy and investment restrictions of the Company as set out above may be made by the Directors, provided that sufficient notice is given to Shareholders to enable them to redeem their Shares before the amendment takes effect. All changes to the investment objective, investment strategy and investment restrictions of the Company will be notified to investors in the Company.

Borrowing

The ACD may, on the instructions of the Master Fund and subject to any applicable laws and regulations, borrow money in accordance with the terms set out in the prospectus of the Master Fund.

The ACD must ensure that borrowing does not, on any business day, exceed 10 per cent of the value of the Master Fund.

Mortgage Borrowing

As more fully described in the prospectus of the Master Fund, the aggregate of not more than 20 per cent in value of the Master Fund is to consist of immovables that are subject to a mortgage and any mortgage must not secure more than 100 per cent of the value of the properties.

In addition the aggregate value of the;

- (a) Mortgages secured on immovable properties;
- (b) Borrowing of the Master Fund; and
- (c) Any transferable securities that are not approved securities

must not at any time exceed 20 per cent of the value of the Master Fund. Approved securities are transferable securities listed in the EEA or traded on an eligible securities market.

Leverage

Under the AIFMD, it is necessary for the ACD to disclose the level of leverage of the Master Fund in accordance with prescribed calculations. The two types of leverage calculations defined are the gross and commitment methods. These methods summarily express leverage as a ratio of the exposure of the Master Fund against its net asset value. 'Exposure' typically includes debt, the value of any physical properties subject to mortgage, non-sterling currency, equity or currency hedging (even those held purely for risk reduction purposes, such as forward foreign exchange contracts held for currency hedging) and derivative exposure (converted into the equivalent underlying positions). The commitment method nets off derivative instruments, while the gross method aggregates them.

Further information regarding these different leverage calculation methods can be found in the AIFMD and the Supplementary Information on Risk Management Process which is available upon request.

The maximum level of leverage for the Master Fund expressed as a ratio of the Master Fund's total exposure to its net asset value:

- (a) under the Gross Method is 400 per cent; and
- (b) under the Commitment Method is 400 per cent.

The limits have been set for the investment policy of the Master Fund under the AIFM Directive and have been set to accommodate the maximum level of leverage conceivable.

In addition, the total amount of leverage employed by the Master Fund will be disclosed in the annual report.

The Company is not expected to engage in borrowing or otherwise make use of leverage and the Company does not currently grant any guarantee under any leveraging arrangement. The grant of any such guarantee would be disclosed to investors in accordance with the AIFMD Rules. Save as set out herein, there are no restrictions on the Company's use of leverage, by borrowing or otherwise, other than those which may be imposed by applicable law, rule or regulation.

Save to the extent described in this Information Memorandum, the Company does not have any collateral or asset re-use arrangements in place.

Any changes to the right of re-use of collateral will be disclosed to Shareholders in accordance with the AIFMD Rules.

Securities Financing Transactions, Derivative Instruments and Collateral and Asset Re-use Arrangements

The Master Fund may invest in derivative instruments traded on exchange or over-the-counter, including forwards, futures, options, and swaps (including total return swaps) on equities, rates, indices, bonds, currencies and other asset classes and may purchase warrants, in each case for investment purposes as well as to hedge market and currency exposure ("Derivatives Transactions"). The Master Fund may also enter into securities and commodities lending and borrowing trades, repurchase and reverse repurchase transactions, sell and buy-back and buy and sell-back transactions, margin lending arrangements and other similar transactions ("Securities Financing Transactions") in pursuit of the Master Fund's investment strategy.

The Master Fund may enter into Derivative Transactions and/or Securities Financing Transactions with brokers and/or counterparties (each a "Trading Counterparty"). The Master Fund will only enter into Derivatives Transactions and Securities Financing Transactions with Trading

Counterparties which the ACD believes to be creditworthy and which are subject to prudential supervision. In determining such creditworthiness, the Directors will have regard to any credit rating of the relevant Trading Counterparty and/or the availability of any guarantee and/or collateral cover. Trading Counterparties may be entitled to receive a fee or commission in respect of any Derivative Transaction or Securities Financing Transaction executed by the Master Fund, which may be reflected in the economics of the relevant transaction.

The Master Fund's collateral and asset re-use arrangements may vary between Trading Counterparties:

- (A) The Master Fund may be required to deliver collateral from time to time to its Trading Counterparties under the terms of the relevant trading agreements, by posting initial margin and/or variation margin and on a daily mark-to-market basis. The Master Fund may also deposit collateral as security with a Trading Counterparty as broker. The treatment of such collateral varies according to the type of transaction and where it is traded. Under transfer of title or re-use arrangements, the cash, securities and other assets deposited as collateral will generally become the absolute property of the Trading Counterparty, when the collateral is deposited or, as the case may be, at the time of re-use and the Master Fund will have a right to the return of equivalent assets. There are generally no restrictions on the re-use of collateral by such Trading Counterparties.

A right to the return of equivalent assets will normally be unsecured and the collateral will be at risk in the event of the insolvency of the Trading Counterparty. Collateral may also be held by the Master Fund subject to a security interest given in favour of the Trading Counterparty and, in some cases, other members of the Trading Counterparty's group. Where collateral is held on a security interest basis, the Master Fund will retain a residual interest in the collateral subject to a charge in favour of the Trading Counterparty and, where applicable, other members of its group as security for the Master Fund's obligations to the Trading Counterparty (and, where applicable, other members of its group). Generally, on the insolvency of the Trading Counterparty, while the Master Fund will retain its residual interest in the collateral,

this may be subject to stays of action, delays and/or additional charges as part of the insolvency process.

- (B) The Master Fund may enter into Derivative Transactions and/or Securities Financing Transactions under which it is not entitled to require the delivery by its Trading Counterparties of collateral as security for the Master Fund's counterparty exposure. Where the Master Fund enters into arrangements under which it is entitled to receive collateral as security, the collateral posted will typically be calculated on a daily mark-to-market basis. It is anticipated that such collateral will generally be restricted to cash and/or high quality government bonds which will be held by the Depositary of the Master fund. There are generally no restrictions on the re-use of collateral by the Master Fund under the terms of the Articles and this Information Memorandum.

There are no restrictions under the Articles and this Information Memorandum on the proportion of the Master Fund's assets under management which may be invested in Derivative Instruments or Securities Financing Transactions and the Investment Manager anticipates that up to 100% of the Master Fund's assets under management may be invested in Derivative Instruments and/or Securities Financing Transactions.

Further Share Classes

The Directors may in their discretion from time to time determine to issue further Classes or series of Shares with different rights in respect of the Company. The Directors may from time to time determine to establish Classes or series of Shares which are limited to specified categories of investors. The above may include, without limitation, Shares of a class or series denominated in a currency other than the base currency of account of the portfolio to which they relate or in respect of which different sales, management or other charges apply (see "CONSTITUTION OF THE COMPANY: – 2. Articles of Incorporation: *Shares*" on page 64 below).

FIIA

The Master Fund will not normally be classified as an FIIA under FCA Rules because it does not invest at least 50% of its assets in Inherently Illiquid Assets. In normal market conditions, the Master Fund will hold approximately 35% of its assets directly in real estate. The ACD of the Master Fund has a process for reviewing the FIIA status of the Master Fund, which involves escalation to, and monitoring by, the ACD's performance and risk review oversight committee.

Should the Company reach the FIIA trigger point of 50% in Inherently Illiquid Assets, the duration of this level of investment will be tracked by the ACD of the Master Fund. If the Company's holdings exceed 50% in Inherently Illiquid Assets for more than 3 successive months, the Master Fund will be deemed to be an FIIA. This will trigger enhanced disclosure requirements.

DIVIDEND POLICY

Income Shares

The Directors' current intention is to distribute in respect of each accounting period substantially the whole of the net income (including interest and dividends) of the Portfolio of the Company attributable to Class A (Income) Shares, Class B (Income) Shares, Class E (Income) Shares and Class F (Income) Shares. In addition, the Directors may distribute such part of any realised and unrealised capital gains less realised and unrealised capital losses attributable to such classes of Income Shares of the Company as, in their opinion, is appropriate to maintain a satisfactory level of distribution.

The Directors intend to make distributions to holders of Class A (Income) Shares, Class B (Income) Shares, Class E (Income) Shares and Class F (Income) Shares of net income in respect of each quarterly interim accounting period (each an "Income Allocation Date") accrued to 30 June, 30 September, 31 December and 31 March in each year and payable on or around 30 July, 30 October, 30 January and 31 May in each year. Unless a Shareholder elects otherwise, any distributions attributable to Class A (Income) Shares, Class B (Income) Shares, Class E (Income) Shares and Class F (Income) Shares will be applied in the purchase of additional Shares (or fractions thereof) as applicable at the next available Dealing Day at subscription prices applicable for such day.

HMRC has approved the Class A and Class B Income Classes as reporting funds with effect from 1 April 2011. HMRC has approved the Class F Income Shares Class as a reporting fund with effect from 1 April 2012. HMRC has also approved Class E Income Share Class as a reporting fund with effect from 1 May 2012. No guarantee can be given that approval as a reporting fund will be maintained.

Income Allocation and Accumulation

The amount of income attributable to Income Shares of the relevant Class which is not distributed shall become part of the capital property attributable to that Class and the interests of the holders of the relevant Class in that amount will be satisfied by an adjustment, as at the relevant Income Allocation Date, in the proportion of the value of the property of the Portfolio of the Company to which the price of a Share of the relevant Class is related. This adjustment will ensure that the Net Asset Value of a Share of the relevant Class following the Income Allocation Date is not altered merely by reason of the transfer of such income which is not distributed to the capital property.

Charging of Fees and Expenses to Capital

The Directors reserve the right to charge all or part of the fees and expenses incurred in respect of the Portfolio of the Company to capital rather than income as they may from time to time approve.

Equalisation

Grouping for equalisation is permitted under the Articles. This means that Shares of the relevant Class purchased during a relevant grouping period may contain in their subscription price an amount called equalisation which represents a proportion of the net income (including interest and dividends) of the Company attributable to the relevant Class already accrued in that period up to the date of the subscription. Such proportion may be distributed to the holders of the relevant Classes in respect of which a distribution is made as part of the initial distribution made to the Shareholder following acquisition of the relevant Shares.

MANAGEMENT

The Directors of the Company

The Directors have overall responsibility for the management and administration of the Company and for determining the investment objectives, strategy and restrictions applicable to the Company and its Portfolio. The Directors of the Company are currently as follows:-

Robert Paul King (Chairman)

Rob King is a non-executive director for a number of open and closed ended investment funds including Weiss Korea Opportunity Fund Limited, Tufton Oceanic Assets Limited (Chairman) and CIP Merchant Capital Limited. Before becoming an independent non-executive director in 2011 he was a director of Cannon Asset Management Limited and their associated companies. Prior to this he was a director of Northern Trust International Fund Administration Services (Guernsey) Limited (formerly Guernsey International Fund Managers Limited) where he had worked from 1990 to 2007. He has been in the offshore finance industry since 1986 specialising in administration and structuring of offshore open and closed ended investment funds. Rob is British and resident in Guernsey.

Tina Watts

Tina Watts is Head of Operations, EMEA at Columbia Threadneedle Investments, responsible for the management of service provider relationships, budgets and staffing across multiple jurisdictions. Ms. Watts previously worked for HSBC plc, on boarding two new client groups on to a strategic information system. Before joining HSBC plc, Ms. Watts spent 21 years at Schroders plc, latterly as Head of Fund Accounting and Administration, responsible for the oversight of fund accounting, financial reporting and custody for a range of funds, authorised unit trusts and investment trusts. Ms. Watts is a Director of Columbia Threadneedle Fund Management Limited, which is the ACD and the Alternative Investment Fund Manager of the Master Fund and the Alternative Investment Fund Manager and the Manager of the Company. Ms. Watts is British, resident in England and is non-independent to the Company.

Vic Holmes

Vic Holmes currently serves as a director of a diverse range of companies within the finance sector. He was managing director of Northern Trust International Fund Administration Services (Ireland) Limited (NTIFASI) from April 2005 to May 2007. From July 1990 until August 2003 he was managing director of International Fund Managers (Ireland) Limited (IFMI). IFMI changed its name to NTIFASI in 2005. Mr. Holmes has served on the boards of a variety of Irish and Guernsey-based investment companies and related management companies since 1986. From August 2003 through March 2005 he was Head of Fund Administration Services for Baring Asset Management, when the Baring Asset Management Financial Services Group, was acquired by the Northern Trust Corporation. From May 2007, until his retirement on 30 November 2011, Mr. Holmes was Chief Executive of Northern Trust's Channel Island businesses. He is a Fellow of the Chartered Association of Certified Accountants. Mr. Holmes is British and resident in Guernsey.

The business address of the Directors, for the purposes of the Company, is the registered office of the Company. All of the Directors serve in a non-executive capacity. Details of all directorships that are held and have been held by the Directors for the past five years are available to any Shareholder during business hours at the Company's registered office.

The Manager

Each of the Company and the Master Fund has appointed the Manager to perform portfolio management, risk management and certain other functions and services in respect of the Company and the Master Fund, respectively and, in connection therewith, to act as the AIFM of the Company and the Master Fund for the purposes of the AIFMD Rules. The Master Fund has also appointed the Manager as authorised corporate director.

The Manager was incorporated in England & Wales in 1987 and is regulated in the conduct of its investment business in the U.K. by the FCA. The Manager is authorised as an AIFM by the FCA. The Manager acts as AIFM to a number of other AIFs and is also the authorised corporate director to a

number of funds.

The Manager is a subsidiary of Columbia Threadneedle Investments UK International Limited, whose ultimate parent company is Ameriprise Financial, Inc., a company incorporated in the United States ("Ameriprise").

The Manager has full discretion for the investment of the assets of the Company (subject to the responsibility and supervision of the Directors) and the Master Fund (subject to the responsibility and supervision of the ACD) in a manner consistent with the investment objective, strategy and restrictions described in this Information Memorandum and the prospectus of the Master Fund, and subject to the AIFMD Rules.

The Manager is responsible for the Company's and the Master Fund's risk management activities and has in place risk management systems for managing the risks of the Company and the Master Fund. Information regarding the Company's risk profile, the Master Fund's risk profile and the Manager's risk management systems will be available in the Company's financial statements and/or the Master Fund's financial statements and/or at www.columbiathreadneedle.com.

The Manager may delegate functions, powers and duties to any person in accordance with the AIFMD Rules, but the Manager will retain liability to the Company and the Master Fund for all such delegated matters.

Professional Liability Risk

The Manager maintains professional indemnity insurance to cover professional liability risks in accordance with the requirements of the AIFMD Rules.

The Investment Manager

The Manager has appointed the Investment Manager to provide portfolio management services to the Manager in respect of the Company and the Master Fund. The Investment Manager is responsible, subject to the overall supervision and control of the Manager, for the investment of the Company's and the Master Fund's assets and has discretionary authority to invest the same in accordance with the objectives, strategies and restrictions set out in this Information Memorandum and the prospectus of the Master Fund.

The Investment Manager has not made any sub-delegations of the functions delegated to it. No conflict of interest exists between the Manager and the Investment Manager.

The Investment Manager is a limited liability partnership incorporated on the 10 January 2005, with registered number OC310934 under the laws of England and Wales. It is authorised and regulated by the FCA in the conduct of its designated investment business. Its principal business is to provide investment management and advisory services to clients in the United Kingdom and other parts of the world. The Investment Manager is a subsidiary of Columbia Threadneedle Investments UK International Limited.

The Manager and the Investment Manager have been appointed as distributors of the Shares of the Company and in relation thereto they are entitled to any initial charge, redemption or switching charge payable on subscriptions, redemptions and/or switches. The Manager and the Investment Manager may at their discretion appoint sub-distributors.

The Manager and the Investment Manager may, where permitted by applicable law and regulation, compensate sales agents for their services out of fees received under the management agreements or investment management agreements, respectively, or from other sources in its discretion.

The Manager and the Investment Manager (and/or their members, employees, related entities and connected persons) may subscribe, directly or indirectly, for Shares.

Neither the Manager nor the Investment Manager will be able to deal in Shares as principal without accounting to the Company for profit derived from such activity.

The Manager and the Investment Manager may act as manager or investment manager to other funds or clients established in Guernsey or elsewhere or as manager or investment manager to other funds or clients in the future any of which may be competing with the Company and/or the Master

Fund in the same markets.

The profiles of the senior fund managers at the Investment Manager responsible for the day-to-day investment management of the Company and the Master Fund are set out below:-

Marcus Phayre-Mudge – Fund Manager, Head of Property Team

Marcus joined Thames River Capital in October 2004. He is the senior fund manager for TR Property Investment Trust plc (TRPIT) and manages the portfolio of the ordinary share class. From January 1997 he was at Henderson Global Investors, initially managing the direct property portfolio within TRPIT and latterly managing a number of UK and pan European real estate equity funds including the Henderson Horizon Pan European Property Securities Fund. Prior to joining Henderson he was an investment surveyor at Knight Frank (1990) and was made an associate partner in the fund management division (1995). Marcus qualified as a Chartered Surveyor in 1992 and has a BSc (Hons) in Land Management from Reading University.

George Gay – Fund Manager – Direct Property

George joined Thames River Capital in September 2005 as an assistant fund manager and was promoted to Fund Manager – Direct Property in March 2008. George is responsible for the physical real estate assets managed by the team. This involves sourcing new properties to purchase, asset managing the standing portfolio and managing the sale of mature assets. He was previously at a niche City investment agency, Morgan Pepper, where as an investment graduate he gained considerable industry experience. He has an MA in Property Valuation and Law from City University and a BA (Hons) from Newcastle University. George is a member of the RICS also holds the IMC.

Alban Lhonneur - Fund Manager

Alban joined Thames River Capital in July 2008. He was previously at Citigroup Global Markets as an Equity Research analyst focusing on Continental European Real Estate. Prior to that he was at Societe Generale Securities in equity research. He completed a Bsc Business and Management program at ESC Toulouse including one year at the Brunel University, School of Business Management in London. In 2005 he graduated from ESCP-EAP (Paris Business School) with a Post-graduate Specialised Master in Finance.

Standing Independent Valuer

Knight Frank LLP has been appointed to provide valuation services in respect of property acquired by the Master Fund. Such valuations are conducted at each calendar month end and at such other times as may be necessary in order to calculate the Net Asset Value or where required for the purposes of incurring or utilising borrowing and leverage in respect of the Portfolio of the Master Fund.

The Master Fund and/or the Manager may at their discretion appoint additional property valuers from time to time.

ADMINISTRATION

Administrator to the Company

Northern Trust International Fund Administration Services (Guernsey) Limited has been appointed as administrator to the Company. In such capacity the Administrator is responsible for providing administrative services to the Company.

The Administrator is a company incorporated in Guernsey with limited liability on 29 May 1986 having its registered office at Trafalgar Court, Les Banques, St. Peter Port, Guernsey. The Administrator is a subsidiary of Northern Trust Corporation, based in Chicago. Northern Trust Corporation is a leading provider of investment management, asset and fund administration, fiduciary and banking solutions for corporations, institutions and individuals worldwide. Northern Trust Corporation is quoted on the NASDAQ.

The Administrator will be responsible for maintaining the financial records of the Company, calculating the Net Asset Value and the Net Asset Value per Share, and assisting the auditors, where requested, in relation to the audit of the financial statements of the Company. The Administrator will also be responsible for processing subscription, transfer and redemption instructions received by the Company; providing the registered office of the Company; convening meetings of Directors and Shareholders; preparing and distributing annual reports to Shareholders; and responding to enquiries received by the Company from Shareholders and others.

The Administrator will be responsible for performing all financial and accounting duties and functions necessary or appropriate in connection with the activities of the Company and calculating the Net Asset Value and the Net Asset Value per Share of each Class. The Administrator will also be responsible for performing all administrative duties necessary or appropriate in connection with the operations of the Company including processing subscription applications and transfer instructions received by the Company in respect of each Class of Shares and evaluating compliance with the requisite conditions for the acceptance of such applications and instructions; collecting subscription payments, where relevant, in connection with the issue of each Class of Shares, disbursing payments in connection with the redemption of each Class of Shares and disbursing payments of any distributions to Shareholders (including, where relevant, dividends); providing the registered office of the Company; convening meetings of Directors and Shareholders (including class meetings), soliciting proxies in connection therewith; preparing and distributing annual reports to Shareholders; responding to enquiries received by the Company from Shareholders and others. The Administrator may delegate to third parties certain of its responsibilities and duties under the Administration Agreement.

The Administrator also performs registrar duties in relation to the Company and its Shares. A register of holders may be inspected at the registered office of the Company.

The fees and expenses payable to the Administrator are described under "CHARGES AND EXPENSES: Administrator's Fees and Expenses" on page 31 below.

The Administration Agreement is described in more detail under "GENERAL INFORMATION: 2. Material Contracts" on page 70 below.

Administrator to the Master Fund

SS&C Financial Services Europe Limited has been appointed as administrator to the Master Fund (the "Master Fund Administrator"). Further details relating to the Master Fund Administrator are set out in the prospectus to the Master Fund, which is available to investors on request.

Property Manager

Stiles Harold Williams Partnership LLP (the "Property Manager") has been appointed to provide certain administrative services to the ACD. The Property Manager will provide property management services in respect of the assets of the Portfolio of the Master Fund that comprise real property including the maintenance and inspection of properties, rent collection, accounting and record-keeping services.

Additional property managers may be appointed from time to time to provide administrative services in respect of the assets of the Portfolio of the Master Fund that comprise real property.

DEPOSITARY

Northern Trust (Guernsey) Limited (the "Depositary"), has been appointed to act as the depositary of the Company, in compliance with the requirements of AIFMD, and to act as designated custodian for the purposes of The Authorised Collective Investment Schemes (Class B) Rules and Guidance, 2021, as further described in an agreement dated 1 April 2021 between the Fund, the Manager and the Depositary (the "Depositary Agreement").

The Depositary is responsible, among other things, for performing the AIFMD depositary core functions set out under Article 21(7) (cash-flow monitoring), Article 21(8) (safekeeping) and Article 21(9) (oversight) pursuant to the provisions of the depositary agreement. Neither the Depositary nor any sub-custodian has any right of re-use in respect of the Fund assets in its custody without the consent of the Fund or the Manager.

The Depositary shall be liable to the Fund in respect of any losses, damages, liabilities and all reasonable proper costs and expenses (together "Losses") reasonably and properly incurred by the Fund as a direct result of the negligence, wilful default or fraud of the Depositary or any of its appointed Sub-Custodians. The Depositary shall not be liable for (i) loss of profit, loss of goodwill, loss of opportunity or loss of anticipated saving; (ii) indirect, special, punitive or consequential losses; (iii) losses resulting from the mispricing of any Investments in the account by the Depositary or any broker, pricing service or other person upon whose valuation the Depositary relies in good faith; (iv) losses arising from the insolvency or any similar event affecting any sub-custodian, broker, dealer, bank or other agent engaged in connection with the provision of services to the Fund; (v) losses arising from the acts, omissions or insolvency of a securities system; or (vi) losses arising in the absence of the fraud, negligence or wilful default of the Depositary.

Under the Depositary Agreement, the Company (out of the assets of the Fund) undertakes to indemnify the Depositary and its directors, officers and employees and hold the Depositary and its directors, officers and employees harmless from and against any and all third party actions, proceedings, claims, costs, demands and reasonably incurred expenses which may be brought against, suffered or incurred by the Depositary other than as a result of the Depositary's fraud, wilful default or negligence.

The Depositary Agreement is governed by and construed in accordance with the laws of the Island of Guernsey. Subject to prior GFSC approval, any party may terminate the Depositary Agreement on ninety days' notice or on shorter notice in prescribed circumstances. The Depositary is not entitled to retire until the Directors have selected another corporation having the qualifications required by the Articles to be depositary or, failing such selection within six months' from the date of the notice to terminate, the retiring Depositary may nominate such a corporation to take its place (being a corporation approved in writing by the directors of the Company, such approval not to be unreasonably withheld). The Depositary Agreement may be terminated in such other circumstances as set out therein.

The Depositary was incorporated with limited liability in Guernsey on 19 September 1972 and is a wholly-owned indirect subsidiary of Northern Trust Corporation, a corporation established in the USA. The Depositary has an issued and fully paid up share capital of £10 million and provides a full range of banking, trustee and custodial services. The Depositary is licensed by the Commission to act inter alia as custodian or trustee of Guernsey based collective investment schemes and in addition is a bank licensed under the provisions of the Banking Supervision (Bailiwick of Guernsey) Law, 2020. The Depositary will also provide banking and related services to the Company on normal commercial terms and will be entitled to retain all benefits arising therefrom.

Depositary to the Master Fund

BNP Paribas Securities Services, London Branch has been appointed as depositary to the Master Fund (the "Master Fund Depositary"). Further details relating to the Master Fund Depositary are set out in the prospectus to the Master Fund, which is available to investors on request.

CHARGES AND EXPENSES

Organisational and General Expenses

The preliminary expenses incurred in the formation of the Company, including the cost of admission to listing on the Channel Islands Securities Exchange, now known as TISE, were borne by the Company and these have been amortised in full over the first five financial years of the Company's operations.

The Company will bear all fees and expenses relating to its operation (including, without limitation, Directors' fees, registrar and transfer agent fees and expenses, audit, accounting, record keeping, printing and legal and other professional fees and expenses, all costs and expenses associated with the marketing and qualification for sale of Shares in any jurisdiction in which Shares may be made available, providing reports to Shareholders and convening and conducting meetings of Shareholders and Directors and all taxes, assessments or other governmental charges levied against the Company). All investment management, advisory, administration, custodian, brokerage and other fees relating to the management, purchase and sale of investments including property will be borne out of the assets of the Company.

Management Fee

For the Class A Shares and Class B Shares, an overall management fee is payable monthly in arrears to the Investment Manager at the rate of 1.5 per cent. per annum of the net asset value of the Portfolio of the Company on the last Business Day of each calendar month.

For the Class E Shares and Class F Shares an overall management fee is payable monthly in arrears to the Investment Manager at the rate of 0.9 per cent. per annum of the net asset value of the Portfolio of the Company on the last Business Day of each calendar month.

To the extent that these fees have been charged at the level of the Master Fund as detailed in the section below entitled "Fees and Expenses payable to the ACD of the Master Fund", no separate management fee will be charged at the level of the Company. For the avoidance of doubt, there will be no double charging of fees and the rates above represent the total management fees payable on a "look through" basis (i.e. Shareholders will bear such fees by virtue of the Company's investment in the Master Fund.)

Fees and Expenses payable to the ACD of the Master Fund

In payment for carrying out its duties and responsibilities to the Master Fund the ACD is entitled to take an annual fee out of each class of shares of the Master Fund. The annual fee accrues daily and is calculated on the daily net asset value of the Master Fund and payable monthly in arrears. The current annual management charge expressed as a percentage per annum of the net asset value of the Master Fund attributable to each class of shares of the Master Fund calculated on a mid-market basis are as follows:

Class H GBP Acc: 1.5%
Class H GBP Inc: 1.5%
Class I GBP Acc: 0.9%
Class I GBP Inc: 0.9%
Class J GBP Inc: 0.9%

These fees are inclusive of the fee payable by the ACD to the Investment Manager in respect of the Master Fund and the ACD shall be responsible for payment of such fee to the Investment Manager out of the fees it receives from the Master Fund.

The Company will invest in Class J Shares of the Master Fund only.

The ACD is entitled to charge fees for the provision of administrative and registration services to the Master Fund. The ACD shall be entitled to a registrar's fee of £28.44 per annum as at 1 January 2019 for each holding on the register of shareholders of the Master Fund and any plan

sub-register. This fee is adjusted upwards on 1 January each year by an amount corresponding to the increase in the Retail Price Index since the previous 1 January.

The ACD is also entitled to all reasonable, properly documented, out of pocket expenses incurred in the performance of its duties, including stamp duty and stamp duty reserve tax on transactions in shares in the Master Fund.

VAT is payable on the charges or expenses mentioned above, where appropriate.

If the expenses for a class of shares in the Master Fund in any period exceed the income the ACD may take that excess from the capital property attributable to that class of Shares in the Master Fund.

Directors' Fees and Expenses

Directors' fees are capped at a maximum of £80,000 per annum in aggregate to be paid to the Directors for acting as such. In addition, the Directors will be reimbursed for reasonable travelling, hotel accommodation and other out-of-pocket expenses incurred by them while executing their duties as Directors.

Administrator's Fees and Expenses

The cost of third party services provided by the Administrator is based on various tiered and fixed fees and in addition there are certain other transaction charges for some financial reporting, company secretarial and transfer agency services. The tiered fees charged to the Company for the administration work provided by the Administrator are 4 basis points on the first £250 million of Net Asset Value, subject to a minimum of £85,000 per annum.

The administration fee will be exclusive of value added tax (if any).

The Administrator will also be reimbursed for all reasonable out-of-pocket expenses incurred on behalf of the Company in the performance of its duties as detailed in the Administration Agreement.

Depositary's Fees and Expenses

The fees payable to the Depositary by the Company will be up to 2 basis points of the Net Asset Value of the Company subject to an annual minimum fee of £40,000, plus transaction fees.

The Depositary is also entitled to be reimbursed for all out-of-pocket expenses incurred on behalf of the Company in the proper performance of its duties.

Property Manager's Fees and Expenses

For certain administrative services performed by the Property Manager, the Property Manager will be entitled to receive a fee from the Master Fund. The Property Manager is also entitled to be reimbursed for all out-of-pocket expenses incurred on behalf of the Master Fund.

To the extent that property managers' fees cannot be recovered from service charges they will be expenses of the Portfolio of the Master Fund. Fees for additional instructions with regard to matters such as rent reviews, lease renewals, dilapidation negotiations etc. will be agreed by the directors of the Master Fund from time to time.

Auditors' Fees and Expenses

PricewaterhouseCoopers CI LLP in Guernsey acts as auditor to the Company at a fee to be approved by the Directors each year. The Auditor is also entitled to be reimbursed for all out-of-pocket expenses incurred on behalf of the Company.

Tax Adviser's Fees

The Company and/or the Master Fund may receive ongoing advice in relation to the tax treatment of the Company and/or the Master Fund at fees to be approved by the Directors from time to time. Any tax adviser may also be entitled to be reimbursed for all out-of-pocket expenses incurred on behalf of the Company and/or the Master Fund.

Valuation Advisory Fees

Independent valuation agents will be appointed to provide independent valuation advice on property holdings to the directors of the Master Fund and the Manager at a fee to be approved each year. The independent valuation agents are also entitled to be reimbursed for all out-of-pocket expenses incurred on behalf of the Master Fund.

Other Service Providers

The company secretary (if any), the legal advisers and the registered office provider are paid fees at normal commercial rates, as may be agreed from time to time.

Subscription Charge

The Company reserves the right to charge a subscription charge of up to five per cent. of the Net Asset Value per Share of each Class, all or a portion of which may be retained by the Investment Manager. The Investment Manager may, in its sole discretion, (i) pay the commission to qualified financial intermediaries who refer prospective investors or (ii) waive the charge for certain prospective investors based on factors deemed appropriate by the Investment Manager including, but not limited to, the amount of the proposed investment by a prospective investor.

Redemption Charge

The Company may impose a redemption charge of up to 3 per cent. of the redemption price of a Share redeemed within six months of its subscription. Shares of the relevant Class first acquired shall be treated as first redeemed for these purposes. This redemption charge is retained for the benefit of the Company.

General

The fees, charges and expenses borne by the Company and the Master Fund (and thereby indirectly by Shareholders) and subscribers and Shareholders are not subject to any maximum limit and the amount of fees, charges and expenses borne will depend on a number of factors. As a result of the Company's investment in the Master Fund, the Company will indirectly bear a share of the fees payable by the Master Fund to its service providers, to the extent that such fees are paid out of scheme property.

The Administrator's fee will only be increased (and additional expenses connected therewith will only be introduced) upon Shareholders having been given sufficient notice to redeem their Shares prior to such change becoming effective.

SUBSCRIPTIONS AND REDEMPTIONS

Subscriptions

Shares are available for subscription on each subscription Dealing Day at (i) prices calculated with reference to the Net Asset Value per Share of the relevant Class as at the Valuation Point in respect of the subscription Dealing Day, or (ii) in respect of Shares of a Class available for issue but not yet issued, at such price per Share as may be determined by the Directors in their discretion, in each case, plus a discretionary subscription charge of up to five per cent. of the Net Asset Value per Share or the price per Share (as applicable) of the relevant Class. The subscription prices per Share of each Class in issue are calculated in accordance with the procedures referred to under "Calculation of Net Asset Value and Subscription and Redemption Prices" on pages 39 to 42 below. The Directors may apply a dilution adjustment when calculating the subscription price for Shares on any Dealing Day. The dilution adjustment is applied in addition to or independently of any subscription charge imposed on a subscription of Shares.

Each Business Day is currently a Dealing Day for subscription purposes in respect of the Shares of the relevant Class. The Valuation Point in respect of each Dealing Day is 5.00 p.m. (London time). The Directors may change the Valuation Point or the subscription Dealing Day provided that Shareholders will be given prior written notice of any such change.

In relation to the valuation of the Company, the valuation of the Master Fund as at 12.00 noon (London time) on the same day will be utilised.

Application Forms, duly completed, and cleared funds in respect of the subscription must be received no later than 8.00 a.m. (London time) on the subscription Dealing Day at which such application is to be effected or such earlier or later day and/or time as the Directors shall from time to time determine generally or in respect of specific applications.

The Directors may at their discretion decline any application and are not obliged to give reasons for so doing. The Directors may limit, close and/or re-open subscriptions for Shares of any Class in their discretion.

Minimum Investment Levels

The minimum initial investment in Class A Shares of the Company is £5,000 or its equivalent in a currency acceptable to the Company, net of charges. The minimum for subsequent subscriptions in Class A Shares is £5,000 or its equivalent in a currency acceptable to the Company, net of charges.

The minimum initial investment in Class B Shares of the Company is €7,500 or its equivalent in a currency acceptable to the Company, net of charges. The minimum for subsequent subscriptions in Class B Shares is €7,500 or its equivalent in a currency acceptable to the Company, net of charges.

The minimum initial investment in Class E Shares of the Company is £5,000 or its equivalent in a currency acceptable to the Company, net of charges. The minimum for subsequent subscriptions in Class E Shares is £5,000 or its equivalent in a currency acceptable to the Company, net of charges.

The minimum initial investment in Class F Shares of the Company is €7,500 or its equivalent in a currency acceptable to the Company, net of charges. The minimum for subsequent subscriptions in Class F Shares is €7,500 or its equivalent in a currency acceptable to the Company, net of charges.

The minimum initial investment amounts and the minimum additional investment amounts may be lowered, increased or waived, in each case at the discretion of the Directors either generally or in specific cases.

Procedure for Subscriptions

A duly signed account opening form together with full anti-money laundering (AML) due diligence documentation and a valid signed FATCA/CRS form are required before an account can be opened. The original signed account opening form together with original signature list (if applicable) and supporting copy bank statement must be returned to the Administrator's address to complete

the account registration process. Once signed account opening form and full AML due diligence documentation is received, the Administrator will send the account number confirmation to the authorised contact(s).

Incomplete account opening forms (where compulsory information and AML verification documents have not been provided in advance) will be rejected and any subscription monies received will be returned. If an application is rejected, the Administrator at the cost and risk of the applicant will, subject to any applicable laws, return application monies or the balance thereof, without interest, expenses or compensation by electronic transfer to the account from which it was paid (less any applicable bank charges where applicable).

Initial applications for Shares of each Class should be made by written application using the Application Form available from the Administrator. Applicants should subscribe for Shares of each Class in accordance with the instructions contained in the Application Form. Application Forms, duly completed, should be sent to the Administrator in accordance with the instructions contained in the Application Form. Subsequent subscriptions for Shares may be made by contacting the Administrator in writing or by such other electronic means as the Directors (with the agreement of the Administrator) may prescribe from time to time. In cases where subscription moneys are not enclosed with the application for Shares, settlement is due immediately. If payment in full is not received by the Company within three (3) Business Days of the relevant subscription Dealing Day, the application may be refused and the allotment or transfer of Shares cancelled, or, alternatively, the Company may treat the application as an application for such number of Shares as may be purchased or subscribed with such payment received.

In respect of subsequent subscriptions, cleared funds and a completed top-up Application Form must be received no later than 8.00 a.m. (London time) on the relevant subscription Dealing Day at which such application is to be effected, or such other day and/or time as the Directors shall from time to time determine either generally or in respect of specific applications.

Measures aimed towards the prevention of money laundering will require a subscriber to verify his/her/its identity to the Company under such applicable anti-money laundering laws and regulations as may apply from time to time. A description of the applicable identification requirements is appended to the Application Form. Failure to provide the necessary evidence will result in applications being rejected or in delays in the despatch of documents and the issue of Shares. Until the Administrator is satisfied that the necessary money laundering identification documents have been received it may refuse to register the Shares in the name of the applicant. No payments in respect of dividends, redemptions or other amounts will be paid to the applicant until the necessary money laundering identification documents are received.

The Directors reserve the right, in their absolute discretion, to reject any application in whole or in part, in which event the application monies or any balance thereof will be returned to the applicant without interest at its own risk within a reasonable period following the Dealing Day. Where applications are accepted, notification of the allotment and issue of Shares of the relevant Classes will be sent as soon as possible following the completion of the Net Asset Value computation after the relevant Dealing Day.

Shares will be issued in registered form. Share certificates will not be issued unless specifically requested by the applicant. If such a request is made, certificates representing Shares will normally be despatched at the applicant's own risk within 28 days after the relevant Dealing Day to the address specified in the Application Form. In either case, ownership will be evidenced by entry in the Company's register of Shareholders.

Performance may be affected by the size of the Company. With this in mind and depending upon market conditions, the Directors may consider the imposition of periods closed to new investors and/or further investment where they consider in their absolute discretion this will be beneficial to the Company as a whole.

Eligible Investors

Each prospective investor is required to certify that Shares are not being acquired directly or indirectly for the account or benefit of a "Restricted Person" and such applicants will not transfer or sell or offer to transfer or sell Shares to a Restricted Person unless the Company gives its prior approval. "Restricted Person" as used in this Information Memorandum currently means (i) any U.S. Person (as defined below); and (ii) other persons from time to time designated as such by the

Directors.

The Company does not currently intend to make the Shares available to U.S. Persons. The Company reserves the right to accept applications for Shares from a limited number or category of U.S. Persons if the Company receives evidence satisfactory to it that the sale of Shares to such an investor is exempt from registration under the securities laws of the United States including the 1933 Act, that such sale will not require the Company to register under the 1940 Act, and, in all events, that there will be no adverse tax or other consequences to the Company or its Shareholders, in the judgement of the Directors, as a result of such sale. If and when permitted, U.S. Persons subscribing on this basis should receive a supplemental disclosure document and will be required to complete a set of additional subscription documents.

A "U.S. Person" for purposes of this Information Memorandum is a person who is in either of the following two categories: (a) a person included in the definition of "U.S. person" under Rule 902 of Regulation S under the 1933 Act or (b) a person excluded from the definition of a "Non-United States person" as used in U.S. Commodity Futures Trading Commission ("CFTC") Rule 4.7. For the avoidance of doubt, a person is excluded from this definition of U.S. Person only if he or it does not satisfy any of the definitions of "U.S. person" in Rule 902 and qualifies as a "Non-United States person" under CFTC Rule 4.7.

"U.S. person" under Rule 902 of Regulation S under the 1933 Act generally includes the following:

- (a) any natural person resident in the United States;
- (b) any partnership or corporation organised or incorporated under the laws of the United States;
- (c) any estate of which any executor or administrator is a U.S. person;
- (d) any trust of which any trustee is a U.S. person;
- (e) any agency or branch of a non-U.S. entity located in the United States;
- (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or (if an individual) resident in the United States; and
- (h) any partnership or corporation if:
 - (i) organised or incorporated under the laws of any non-U.S. jurisdiction; and
 - (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of Regulation D under the 1933 Act) who are not natural persons, estates or trusts.

Notwithstanding the preceding paragraph, "U.S. person" under Rule 902 does not include: (i) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States; (ii) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person, if (A) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate, and (B) the estate is governed by non- United States law; (iii) trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person; (iv) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; (v) any agency or branch of a U.S. person located outside the United States if (A) the agency or branch operates for valid business reasons, and (B) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (vi) certain international

organisations as specified in Rule 902(k)(2)(vi) of Regulation S under the 1933 Act, including their agencies, affiliates and pension plans.

CFTC Rule 4.7 currently provides in relevant part that the following persons are considered "Non-United States persons":

- (1) a natural person who is not a resident of the United States or an enclave of the U.S. government, its agencies or instrumentalities;
- (2) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a non-U.S. jurisdiction and which has its principal place of business in a non-U.S. jurisdiction;
- (3) an estate or trust, the income of which is not subject to United States income tax regardless of source;
- (4) an entity organised principally for passive investment such as a pool, investment company or other similar entity, *provided*, that units of participation in the entity held by persons who do not qualify as Non-United States persons or otherwise as qualified eligible persons (as defined in CFTC Rule 4.7(a)(2) or (3)) represent in the aggregate less than ten per cent. of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a pool with respect to which the operator is exempt from certain requirements of Part 4 of the CFTC's regulations by virtue of its participants being Non-United States persons; and
- (5) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States.

In Specie Subscriptions

The Directors reserve the right to accept subscriptions satisfied by way of *in specie* transfers of assets. In exercising their discretion, the Directors shall take into account the investment objective, strategy and rationale of the Portfolio of the Company and whether the proposed *in specie* assets comply with those criteria. Any *in specie* subscription that meets the investment criteria will be valued by the Directors in accordance with the valuation procedures of the Company set out at page 39. The Directors reserve the right to decline to register any prospective investor on the register of Shareholders until the subscriber has been able to prove title to the assets in question and make a valid transfer thereof. The subscriber shall be responsible for all custody and other costs involved in changing the ownership of the relevant assets unless the Directors otherwise agree.

Redemptions

Redemption Dealing Days

Shares of the relevant Class may be redeemed on each redemption Dealing Day at prices calculated with reference to the Net Asset Value per Share of the relevant Class calculated as at the Valuation Point in respect of each applicable redemption Dealing Day. The redemption price per Share of each Class is calculated in accordance with the procedures referred to under "CALCULATION OF NET ASSET VALUE AND SUBSCRIPTION AND REDEMPTION PRICES" on pages 39 to 42 below.

The Directors may apply a dilution adjustment when calculating the redemption price for Shares on any Dealing Day. The dilution adjustment is applied in addition to, or independently of, any redemption charge imposed on a redemption of Shares (see "Redemption Charge" on page 38).

Each Business Day is currently a Dealing Day for redemption purposes. The Valuation Point in respect of each Dealing Day is 5.00 p.m. (London time). The Directors may change the Valuation Point or the redemption Dealing Day provided that Shareholders are given prior written notice of any such change.

In relation to the valuation of the Company, the valuation of the Master Fund as at 12.00 noon (London time) on the same day will be utilised.

Minimum Redemption Amounts

The minimum redemption amount in respect of Class A Shares is £5,000 net of charges and the minimum residual holding is Class A Shares having a value of £5,000. The minimum redemption amount in respect of Class B Shares is €7,500 net of charges and the minimum residual holding is Class B Shares having a value of €7,500. The minimum redemption amount in respect of Class E Shares is £5,000 net of charges and the minimum residual holding is Class E Shares having a value of £5,000. The minimum redemption amount in respect of Class F Shares is €7,500 net of charges and the minimum residual holding is Class F Shares having a value of €7,500. These *minima* may be lowered, increased or waived at the discretion of the Directors either generally or in specific cases.

Since the redemption price of Shares is tied to the Net Asset Value of the underlying assets of the Portfolio of the Company, it should be noted that the price at which an investor might redeem Shares of the relevant Class may be more or less than the price at which he subscribed for them depending on whether the value of the Portfolio of the Company has appreciated or depreciated between the date of subscription and the date of redemption and subject also to dividends (if any) declared and paid on the relevant Class of Shares and taking into account any subscription and redemption charges and dilution adjustments which may be applied on a subscription and redemption of Shares (see also "RISK FACTORS" on pages 45 to 55 below). Similarly, the redemption price of Class B Shares, as well as any future Classes that are denominated in a currency other than the base currency of the Portfolio of the Company, may also experience changes in value based on movement in value between such base currency and the currency of denomination of the relevant Class.

Redemption Procedure

Redemption requests should be addressed to the Administrator and may be made in writing or via electronic means where this has been agreed with the Administrator. To be effective, requests for redemption of Shares of the relevant Class must be received by the Administrator no later than 8.00 a.m. (London time) on the relevant redemption Dealing Day at which such request for redemption is to be effected. Unless the number of Shares of the relevant Class to be redeemed is specified in a redemption request, it will be taken as applying to all Shares of that Class held by the Shareholder. Other than in the event of suspension of the determination of the Net Asset Value or of redemptions of Shares, requests for redemption once made may not be withdrawn unless approved by the Directors.

If uncertificated Shares are held, redemption requests may be made by written request. Proceeds of redemption will not be released until all duly signed original documents (including any documentation requested by the Administrator for the purpose of verification of identity or source of funds as part of the Company's anti-money laundering procedures) in respect of the Shareholder's initial subscription have been received. No interest is payable to Shareholders in respect of such moneys.

If certificated Shares are held, the relevant Share certificates together with a duly signed and completed redemption request must be received by the Administrator. Where a redemption request is received without the relevant Share certificate(s), a provisional redemption will be made but the proceeds of redemption will not be released until the certificate and duly signed original and completed instructions have been received. No interest is payable to Shareholders in respect of such moneys.

The amount payable to a Shareholder upon redemption will be paid in the currency in which the relevant Share Class is denominated, normally within seven Business Days after completion of the Net Asset Value computation following the relevant Dealing Day. All payments will be made by transfer to the bank account previously designated by Shareholders for such purpose. The expenses of transfer will be borne by the relevant Shareholder. The identity of the account of the Shareholder to which such monies shall be forwarded must be set out in the space provided on the initial Application Form.

Failure to complete that section of the initial Application Form may result in delays in the receipt of redemption proceeds since the Company reserves the right to insist on instructions with regard to payment being received in writing under the verified signature of the Shareholder.

If the Company is required by the laws of any relevant jurisdiction to make a withholding from any redemption monies payable to the holder of Shares, the amount of such withholding shall be deducted from the redemption monies otherwise payable to such person.

Partial redemptions of shareholdings may be effected. If applicable, a balance certificate will be sent for the Shares retained, normally within 21 days. The Company will have the right compulsorily to redeem any holding of Shares of a Class where the Net Asset Value of that holding is less than the minimum residual holding applicable to the relevant Class.

Deferral of Redemption Requests

The Directors may in their absolute discretion refuse to redeem Shares where the Directors are of the opinion that there is insufficient liquidity in the Company to meet the amount of redemptions requested in respect of Shares on the relevant Dealing Day or in other circumstances relating to the Portfolio of the Company where the Directors are of the opinion that such a redemption would not be in the interests of the Company or its Shareholders. Without prejudice to the foregoing, the Directors reserve the right, without limitation, to refuse to redeem Shares of the Company where redemptions made and requested on a Dealing Day would otherwise exceed 10 per cent. of the Net Asset Value of the Company as at such Dealing Day or where cumulative redemptions made and requested (including those requested on that Dealing Day) during the one month period ending on the relevant Dealing Day would otherwise exceed 15 per cent. of the Net Asset Value of the Company as at such Dealing Day. If they so refuse, the requests for redemption on such redemption Dealing Day shall be reduced rateably and the Shares to which each request relates which are not redeemed by reason of such refusal shall be treated as if a request for redemption had been made in respect of each subsequent redemption Dealing Day until all the Shares to which the original request related have been redeemed. Requests for redemption which have been carried forward from an earlier redemption Dealing Day shall rank equally with requests for redemption for a later redemption Dealing Day.

Compulsory Redemption

The Directors may, in their absolute discretion, effect the compulsory redemption of all (but not some) of the Shares registered in the name of a Shareholder at the ruling redemption price per Share of the relevant Class(es), if in the opinion of the Directors, such Shares are (1) held or being acquired directly or indirectly for the account of a "Restricted Person" (as referred to under "SUBSCRIPTIONS AND REDEMPTIONS: Eligible Investors" on pages 34 to 36 above), (2) the subscription for or holding of Shares of the relevant Class by such holder is, was or may be, in any way unlawful or likely to cause legal, pecuniary, tax, regulatory or material administrative disadvantage to the Company, (3) the Shareholder has not provided the declarations and warranties required by the Company or (4) there exists any of the other circumstances referred to under "CONSTITUTION OF THE COMPANY: Compulsory Redemption of Shares" on page 64.

Compulsory Return of Capital and/or Profits

The Directors may compulsorily return to Shareholders of any Class a proportion of the capital and/or profits represented by their investment in the Company where the Directors determine in their absolute discretion that this is in the best interests of the Company. The Directors reserve the right to exercise this power where the growth in assets under management has, in the absolute and sole opinion of the Directors, resulted in assets available for investment in respect of the Portfolio of the Master Fund exceeding liquidity or other constraints in underlying markets or asset classes in which such Portfolio of the Master Fund is invested. Such a compulsory return of capital and/or profits may be effected by way of a *pro rata* compulsory redemption of Shares of the relevant Class affected or such other *pro rata* return of capital or profits as shall be approved by the Directors.

Redemption Charge

The Company may impose a redemption charge of up to 3 per cent. of the redemption price of a Share redeemed within six months of its subscription. Shares of the relevant Class first acquired shall be treated as first redeemed for these purposes. A redemption charge may be imposed in addition to or independently of any dilution adjustment referred to under "CALCULATION OF NET ASSET VALUE AND SUBSCRIPTION AND REDEMPTION PRICES - *Redemption Prices*" on page 41 below.

CALCULATION OF NET ASSET VALUE AND SUBSCRIPTION AND REDEMPTION PRICES

Calculation of Net Asset Value

Except when the determination of the Net Asset Value has been suspended in the circumstances set out under "Suspension of Subscriptions and Redemptions" on page 42 below, the Net Asset Value of the assets of the Portfolio of the Company will be calculated as at the Valuation Point in respect of each Dealing Day or more frequently if requested by the Directors.

The Net Asset Value of the Portfolio of the Company is the value of assets attributable to the Portfolio of the Company less the total liabilities which are so attributable. These assets include the sum of all cash, accrued interest and the value of all investments held for the Portfolio of the Company which are in each case so attributable. Total liabilities include borrowings and amortised expenses, all accrued expenses and any contingencies (including tax) for which reserves are determined to be required which are in each case so attributable.

In calculating the value of assets attributable to the Portfolio of the Company the valuation shall be undertaken in accordance with the valuation policies and procedures approved, from time to time, by the Investment Manager and the Directors. Under the valuation policy, discretions may be exercised and determinations made as set out below:

- (a) the value of any unit or share in an investment fund or other collective investment undertaking which provides for the units or shares to be realised at the option of the holder out of the assets of that undertaking shall be valued at the last available redemption price per unit or share. At each quarter end the price of the Master Fund is subject to adjustment by the Investment Manager to reflect ex dividend announcements made by the ACD after the month end net asset value of the Master Fund has been struck;
- (b) in respect of the Master Fund and, if applicable, the Company, securities traded on a stock exchange or other market are to be valued generally at the last available traded price on the relevant exchange or market or, if not available, at mid market prices;
- (c) in respect of the Master Fund and, if applicable, the Company, the value of direct property holdings will be calculated monthly on the basis of the Market Value or on such basis as may be deemed appropriate with physical inspection at least once a year;
- (d) in respect of the Master Fund and, if applicable, the Company, unlisted securities will be valued initially at cost and thereafter with any reduction or increase in value (as the case may be) in a manner determined to reflect the fair value thereof;
- (e) in respect of the Master Fund and, if applicable, the Company, the value of forwards, futures, options, swaptions and any other synthetic instruments traded on exchange shall be valued at settlement prices. Where such instruments are traded over the counter they shall be valued in a manner determined to reflect the value thereof;
- (f) cash, deposits and similar property shall be valued at their face value (together with accrued interest) unless it is determined that any adjustment should be made; and
- (g) the value of accounts receivable, prepaid expenses, rental income and cash dividends accrued and not yet received shall be deemed to be the full amount thereof, unless they are, in the opinion of the Directors, unlikely to be paid or received in full, in which case the value thereof shall be arrived at by making such discount as may be determined to be appropriate to reflect the value thereof.

The Valuation Point of the Master Fund is 12.00 noon (London time) on each Dealing Day. In determining the value of investments, assets will be valued at the available prices or valuations as set out in (a) to (g) above as at the Valuation Point of the Master Fund on each Dealing Day.

The Net Asset Value of the assets attributable to the Portfolio of the Company will be expressed in Sterling, the base currency of the Portfolio of the Company and will be calculated to 2 decimal

places. The value of any assets or liabilities expressed in terms of currencies other than the base currency of account will be translated into Sterling at prevailing market rates as determined to be appropriate.

The Directors have delegated to the Administrator the calculation of the Net Asset Value and the Net Asset Value per Share subject to compliance with methodologies and procedures agreed between the Directors and the Manager.

Adjustment in Basis of Pricing

In calculating the subscription or redemption price, the Directors may, on the advice of the Manager, require the Administrator to adjust the Net Asset Value per Share to reflect the value of the Company's investments as calculated in the manner set out in "CALCULATION OF NET ASSET VALUE AND SUBSCRIPTION AND REDEMPTION PRICES - Calculation of Net Asset Value" below. The Directors only intend to use this discretion to preserve the value of the holdings of existing or continuing Shareholders in the event of substantial or recurring net subscription of Shares or other market factors affecting the Company.

In addition, special situations affecting the measurement of the Net Asset Value of the assets of the Portfolio of the Company may arise from time to time. Prospective investors should be aware that situations involving uncertainties as to the valuation of such assets could have an adverse effect on the Net Asset Value of the Portfolio of the Company.

The Valuation Point of the Master Fund is 12.00 noon (London time) on each Dealing Day and the price calculated as at the Valuation Point of the Master Fund on each Dealing Day in respect of each investment will generally be used in order to calculate the Net Asset Value of the Company. The Directors and the Manager reserve the right to use more recent valuations where this is considered appropriate.

In instances where the value of an investment cannot be determined in accordance with the above procedures, or in instances where it is determined that it is impracticable or inappropriate to determine a price or liability in accordance with the above procedures, the price or liability will be a fair and reasonable value or a fair and reasonable assessment of the liability as determined in good faith and on a prudent basis in such manner as it may be deemed appropriate to prescribe in accordance with the accounting procedures applicable from time to time to the Company.

"Hard-to-value" securities include securities which have been delisted or suspended or which are not listed or quoted on a stock exchange. Such securities will be valued by the Manager having regard to the cost prices, the price at which any recent transaction in the security may have been effected, the size of the holding having regard to the total amount of such security in issue and such other factors as may be determined to be appropriate to take into account.

In calculating the Net Asset Value of the Company, in the absence of fraud, negligence or wilful default, the Administrator shall not be liable for any loss suffered by the Company by reason of any error resulting from any inaccuracy in the information provided by any pricing service or the Investment Manager. The Administrator shall use reasonable endeavours to confirm with third parties all pricing information supplied by the Company or any connected person thereof (including a connected person which is a broker, market maker, property valuer or other intermediary) or its delegates. However, in certain circumstances it may not be possible or practicable for the Administrator to verify such information, such as changes to the value of the Master Fund, and in such circumstances the Administrator, in the absence of fraud, negligence or wilful default, shall not be liable for any loss suffered by the Company or any Shareholder by reason of any error in the calculation of the Net Asset Value resulting from any inaccuracy in the information provided by the Company or its delegates. In circumstances where the Administrator is directed by the Company to use particular pricing services, brokers, market makers, property valuers or other intermediaries, or in circumstances where the Administrator is directed to rely on estimated net asset values of collective investment schemes (or any amended value requested by the Investment Manager) in which the Company may invest, the Administrator, in the absence of fraud, negligence or wilful default, shall not be liable for any loss suffered by the Company or any Shareholder by reason of error in the calculation of Net Asset Value resulting from any inaccuracy in the information provided by such pricing services, brokers, market makers or other intermediaries or on any inaccuracy in the estimated net asset value of a underlying collective investment scheme (or any amended value requested by the Investment Manager) upon which the Administrator has relied.

Calculation of Net Asset Value per Share

The Net Asset Value of the Portfolio of the Company calculated as provided above shall be allocated between each Class in accordance with the respective values in the base currency of account of the Portfolio of the Company represented by subscriptions and redemptions of Shares of each Class received or made from time to time. Where different entitlements, costs or liabilities apply in respect of different Classes, these are for this purpose excluded from the initial calculation of the Net Asset Value of the Portfolio of the Company and shall be applied separately to the Net Asset Value allocated to each relevant Class. The portion of the Net Asset Value of the Portfolio of the Company attributable to each Class shall then be converted into the relevant currency of denomination of the Class (if different) at prevailing exchange rates applied by the Administrator and shall be divided by the number of Shares of the relevant Class in issue as at the relevant Valuation Point in order to calculate the Net Asset Value per Share of the relevant Class.

The most up-to-date Net Asset Value per Share of the Company is published following calculation on the following internet website: www.columbiathreadneedle.com immediately following calculation. In addition, the most up-to-date Net Asset Value per Share of the Company may be obtained from the Administrator during normal business hours.

Calculation of Net Asset Value and Subscription and Redemption Prices

Subscription Prices

The price at which Shares of each Class may be subscribed on a subscription Dealing Day is the Net Asset Value per Share of the relevant Class calculated as at the Valuation Point in respect of the relevant Dealing Day subject to adjustment as provided below and plus any subscription charge payable to the Investment Manager (see "CHARGES AND EXPENSES" on page 30 above).

In calculating the subscription price the Directors may, on the advice of the Investment Manager, require the Administrator to adjust the Net Asset Value per Share by applying a dilution adjustment to reflect the value of the Master Fund's investments as set out below:-

(i) adding to the net asset value per share of the Master Fund a sum such as it may consider represents the appropriate provision for duties and charges which would be incurred on the assumption that all or part of the proceeds of a particular subscription were to be invested in the underlying property of the Portfolio of the Master Fund or, where considered appropriate, all or part of the investments attributable to the Portfolio of the Master Fund were to be acquired as at the Valuation Point; and/or

(ii) determining the value of the relevant assets on the basis of the "offer" or purchase prices for relevant underlying long positions or of "bid" or sale prices for relevant underlying short positions.

The Directors reserve the right to make a dilution adjustment when calculating the subscription price of a Share in circumstances where they are of the view that the effects of transaction charges and dealing spreads in respect of the underlying assets of the Portfolio of the Master Fund may have a material disadvantageous effect on existing Shareholders in the event that no such dilution adjustment is imposed.

The imposition of a dilution adjustment will depend on numerous factors including the volume of sales or redemption of Shares and the underlying composition of the assets of the Portfolio of the Master Fund from time to time. For example, transaction fees and expenses (including stamp duty land tax) in relation to real property investments could be as high as six per cent. The extent to which this will result in a dilution adjustment in respect of the subscription price of Shares will depend on the percentage of the Portfolio of the Master Fund invested in or exposed to real property and the level of gearing at the relevant time. Dealing spreads and transaction fees on investments in property securities are likely to be relatively low in liquid stocks but higher in more illiquid stocks.

The Directors reserve the right to alter their policy in relation to the imposition, and manner of imposition, of any dilution adjustment at any time and from time to time at their discretion.

A dilution adjustment may be imposed in addition to or independently of any subscription charge referred to under "SUBSCRIPTIONS AND REDEMPTIONS: Subscriptions" on page 33 above.

Redemption Prices

The price at which Shares may be redeemed on a redemption Dealing Day is the Net Asset Value per Share of the relevant Class calculated as at the Valuation Point in respect of the relevant Dealing Day subject to adjustment as provided below and less any redemption charge (see "CHARGES AND EXPENSES" on page 30 above).

In calculating the redemption price the Directors may, on the advice of the Investment Manager, require the Administrator to adjust the Net Asset Value per Share by applying a dilution adjustment to reflect the value of the Master Fund's investments as set out below:-

(i) deducting from the Net Asset Value per Share such sum as it may consider represents appropriate allowance for duties and charges in relation to the realisation of all or part of the investments of the Portfolio of the Master Fund attributable to a particular redemption or, where considered appropriate, all or part of the investments attributable to the Portfolio of the Master Fund held as at that Valuation Point; and/or

(ii) determining the value of the relevant assets on the basis of the "bid" or sale prices for relevant underlying long positions or of "offer" or purchase prices for relevant underlying short positions.

The Directors reserve the right to make a dilution adjustment when calculating the redemption price of a Share in circumstances where they are of the view that the effects of transaction charges and dealing spreads in respect of the underlying assets of the Portfolio of the Master Fund may have a material disadvantageous effect on non-redeeming Shareholders in the event that no such dilution adjustment is imposed.

The imposition of a dilution adjustment will depend on numerous factors including the volume of sales or redemption of Shares and the underlying composition of the assets of the Portfolio of the Master Fund from time to time. For example, transaction fees and expenses in relation to real property investments could be as high as two per cent. The extent to which this will result in a dilution adjustment in respect of the redemption price of Shares will depend on the percentage of the property invested in or exposed to real property and the level of gearing at the relevant time. Dealing spreads and transaction fees on investments in property securities are likely to be relatively low in liquid stocks but higher in more illiquid stocks.

The Directors reserve the right to alter their policy in relation to the imposition, and manner of imposition, of any dilution adjustment at any time and from time to time at their discretion.

A dilution adjustment may be imposed in addition to or independently of any redemption charge referred to under "SUBSCRIPTIONS AND REDEMPTIONS: Redemption Charge" on page 38 above.

Suspension of Subscriptions and Redemptions

The Directors may temporarily suspend the determination of the Net Asset Value of the assets of the Portfolio of the Company and the issue and redemption of Shares of a Class and the payment of redemption proceeds (or any portion thereof) in such circumstances as they may determine in their absolute discretion including without limitation in the event that:

- (a) a substantial portion of the investments comprising the Portfolio of the Company cannot be valued in the opinion of the Directors including by reason of the closure or suspension of the principal markets or exchanges on which the investments are quoted, listed, traded or dealt in other than for ordinary holidays or during which valuations therein are restricted or suspended or by reason of the suspension of dealing in underlying investments in which the Portfolio of the Company is invested;
- (b) for any other reason circumstances exist as a result of which, in the opinion of the Directors, it is not reasonably practicable fairly to determine the Net Asset Value of the relevant class or series of participating Shares; or
- (c) for any other reason circumstances exist as a result of which, in the opinion of the Directors, it is not reasonably practical for the Company to realise or to dispose of investments for that class or series of participating Shares; or

- (d) a breakdown occurs in the means of communication normally employed between the Company, the Depositary, the Administrator, the Manager or the Investment Manager; or
- (e) a breakdown occurs in any system or infrastructure of the Company, Depositary, the Administrator, the Manager or the Investment Manager to such an extent that the Net Asset Value for the relevant class or series of participating Shares cannot be calculated accurately; or
- (f) any other breakdown occurs in any of the means normally employed by the Directors in assessing the value of investments; or
- (g) any other reasons which the Directors may determine and which reasons shall be set forth in this Information Memorandum.
- (h) when, as a result of political, economic, military, terrorist or monetary events or any other circumstances outside the control, responsibility and power of the Company, disposal or valuation of a material portion of investments comprising the Portfolio of the Company is not, in the opinion of the Directors, reasonably practicable without this being seriously detrimental to the interests of the Shareholders or if, in the opinion of the Directors, the Net Asset Value of the assets comprising the Portfolio of the Company cannot be calculated fairly;
- (i) in which there is a breakdown in the means of communication normally employed in determining the price of a substantial portion of the investments comprising the Portfolio of the Company or when for any other reason the value of any of the investments or other assets attributable to the Portfolio of the Company cannot reasonably or fairly be ascertained;
- (j) when the Company, Administrator or Depositary is unable to repatriate funds required for the purpose of making payments on redemption; or during which any transfer of funds involved in the realisation or acquisition of assets or when payments due on redemption cannot, in the opinion of the Directors be effected at normal rates of exchange;
- (k) when proceeds of any sale or redemption of Shares of the relevant Class, as the case may be, cannot be transmitted to or from the account of the Company; or
- (l) if a resolution calling for the liquidation, dissolution or merger of the Company or a Class has been proposed.

No Shares may be issued (other than those which have already been allotted) nor may Shares be redeemed during a period of suspension. In the event of suspension, a Shareholder may withdraw his redemption request provided that such withdrawal is actually received before the termination of the period of suspension. Where the request is not so withdrawn, the day with reference to which the redemption of such Shares will be effected will (if later than the day on which the redemption would otherwise have been effected if there had been no suspension) be the applicable Dealing Day next following the end of the suspension.

Any suspension shall take effect at such time as the Directors shall declare, which may be at any time prior to, during or after the relevant Valuation Point, and shall continue until the Directors declare the suspension to be at an end.

Any suspension in the determination of the Net Asset Value of the assets of the Company attributable to the Portfolio of the Company or of the issue/redemption of Shares will be notified to Shareholders and to the Commission without delay and where reasonably practicable all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

Mandatory suspensions of the Master Fund will occur, subject to limited exceptions, if the Standing Independent Valuer has expressed material uncertainty with respect to at least 20% of the value of the Scheme Property. Mandatory suspension also will occur, subject to limited exceptions, if the Master Fund invest at least 20% of its Scheme Property in units of shares of one or more authorised collective investment schemes for which dealing in shares have been temporarily suspended. In these cases, the ACD will temporarily suspend the Master Fund in accordance with FCA Rules, including notification to shareholders and ongoing monitoring of the suspension.

ACCOUNTS AND REPORTS

The Company's accounting period will end on 31 March of each year. The first accounting period of the Company covered the period from the date of the Company's incorporation until 31 March 2006. Unless and until otherwise determined by the Directors, the Company will follow International Financial Reporting Standards and the Investment Manager Association's Statement of Recommended Practice.

Copies of the audited accounts of the Company will be available from the registered office of the Company and will be made available to Shareholders and to the Commission within six months of the financial year end. In addition, semi-annual unaudited interim reports will be prepared and sent to Shareholders within six months of the end of the period to which they relate. A copy of the most recent audited financial statements of the Company will be sent to prospective investors on request to the Manager and/or Investment Manager.

The financial statements shall be prepared, and the relevant financial information therein audited, in accordance with the AIFMD Rules and shall, in addition, include material information regarding the liquidity of the Company's portfolio, the current risk profile of the Company and the Company's use of leverage. Further reporting to Shareholders may take place from time to time by supplementary disclosure in accordance with the AIFMD Rules.

RISK FACTORS

There are significant risks associated with investment in the Company and in the Shares. Investment in the Shares may not be suitable for all investors and is intended for sophisticated investors who can accept the risks associated with such an investment including a substantial or complete loss of their investment.

The investment objective and strategy of the Master Fund anticipates that investment may be made in real property, property equities, derivatives and other instruments. As a result investors in the Company and its Share Classes will be subject to a wide range of risks. These risks will be of a general nature in that they relate to matters affecting the Company and the Master Fund as a whole. Additional risks arise from the nature of the underlying asset classes in which the Master Fund invests.

Each prospective investor should carefully review this Information Memorandum and carefully consider all these risks before deciding to invest. The discussion below as to the risks to which the Company and its Shares and the Master Fund may be subject is not intended to be exhaustive. The Master Fund may invest in instruments other than those described below, including instruments not in existence or available in the market as of the date of this Information Memorandum and is likely to be subject to risks not discussed below.

Investors should take into account the following factors when considering the risks associated with investment in the Company and in Shares:-

Risks relating to the Company and the Master Fund

General

Investors should note that the value of their investment in Shares of the relevant Class of the Company and any income derived from them can go down as well as up and the value of an investor's investment may be subject to sudden and substantial falls. Investors may not be able to get back the amount they have invested and the loss on realisation may be very high and could result in a substantial or complete loss of their investment. In addition, an investor who realises Shares after a short period may, in addition, not realise the amount originally invested as a result of subscription and redemption charges made on the issue and/or redemption of Shares and any dilution adjustment which may be applied on a subscription and/or redemption of Shares. Investors should be aware that the value of Shares of a Class for the purpose of purchases may differ from their value for the purpose of redemptions.

U.K. Regulatory Disclosure

A United Kingdom investor who enters into an investment agreement to acquire Shares of the Company will not have the right to cancel that agreement under any cancellation rules made by the FCA.

In addition, the rules of the Financial Services and Markets Act 2000 for the protection of retail clients do not apply to investments in the Company. The rights of Shareholders will not be protected by the U.K. Financial Services Compensation Scheme where the Company is unable, or likely to be unable, to satisfy claims against it.

U.S. Banking Laws

Ameriprise, the ultimate parent company of the Investment Manager, as a savings and loan holding company, is subject to U.S. federal banking laws, including certain parts of the U.S. Bank Holding Company Act (which includes what is commonly referred to as the "Volcker Rule"), as well as the regulations of the Board of Governors of the Federal Reserve System.

Under the Volcker Rule, a "banking entity", such as the Manager, as well as Ameriprise and certain of its other affiliates, is generally restricted from acquiring or retaining, as principal, any ownership interest in, or sponsoring, a "covered fund", as defined by the Volcker Rule, unless the investment or activity is conducted in accordance with an exemption to the Volcker Rule. It is

expected that the Company will qualify for the foreign public fund exclusion from the definition of "covered fund" under the Volcker Rule, which imposes certain limitations on the ownership of Company shares by Ameriprise, the Company, affiliates of the Company, and Ameriprise and certain directors and officers, among other requirements.

Past performance

There can be no assurance that the Master Fund will achieve its investment objective. Neither the past investment performance of the Investment Manager may be construed as an indication of the future results of an investment in the Company and its Shares.

Business Dependent upon Key Persons

The success of the Master Fund and therefore the Company is significantly dependent upon the expertise of the Investment Manager and their ability to attract and retain suitable staff and any unavailability of any of its services could have an adverse impact on the Master Fund's and/or the Company's performance.

Redemptions

Shareholders may apply to have their Shares redeemed on each redemption Dealing Day. However, the ability of the Company to meet redemption requests will depend on numerous factors, including the availability of liquidity to the Company through its ability to redeem units in the Master Fund. This in turn will be affected by the liquidity of the underlying asset classes in which the Master Fund invests. Although the Directors anticipate that the investments in property equities and securities will in normal market circumstances be liquid, the investment by the Master Fund in real property will represent a less readily realisable form of asset. Accordingly, in certain circumstances the Directors may decide to utilise their power to defer redemption requests above a certain percentage, seek to give effect to redemptions in specie or from time to time suspend the subscription and redemption of Shares.

Any redemption that will result in the Net Asset Value of all remaining Shares of a Class owned by a redeeming Shareholder being less than the minimum residual holding of Shares of such Class may be treated as a notice of redemption for all remaining Shares of such Class held by such Shareholder.

A prospective investor should realise that should the Master Fund incur substantial losses as a result of its investment activities, the Company may have insufficient funds from which to pay the requested redemption payment or may be otherwise restricted by Guernsey and any other relevant law from completing a redemption. Sizeable redemptions of Shares by Shareholders may have an adverse impact on the ability of the Company to successfully conduct its business and activities in relation to the Portfolio of the Company. Redemptions of all Shares or all Shares of a Class may be suspended by the Company in certain circumstances.

Effect of Initial Charge or Redemption Charge

Where an initial charge or redemption charge is imposed, an investor who realises his Shares may not (even in the absence of a fall in the value of the relevant investments) realise the amount originally invested.

In particular, where a redemption charge is payable, investors should note that the percentage rate at which the redemption charge is calculated is based on the market value rather than the initial value of the Shares. If the market value of the Shares has increased the redemption charge will show a corresponding increase. Currently, the Company may impose a redemption charge of up to 3 per cent. of the redemption price of a Share redeemed within six months of its subscription.

The Shares therefore should be viewed as medium to long term investments.

Adjustments to subscription and redemption prices

The price at which Shares may be subscribed or redeemed on a subscription and redemption Dealing Day is the Net Asset Value per Share of the relevant Class as calculated as at the Valuation Point in respect of the relevant Dealing Day plus, in the case of subscriptions, any subscription charge payable and less, in the case of redemptions, any redemption charge payable.

Cancellation rights

When cancellation rights are applicable and are exercised, the full amount invested may not be returned if the price falls before we are aware that the contract has been cancelled.

Dilution

In certain circumstances a dilution adjustment may be made on the purchase or sale of Shares. In the case of purchases this will reduce the number of Shares acquired, in the case of sales this will reduce the proceeds. Where a dilution adjustment is not made, existing investors in the Company may suffer dilution which will constrain capital growth.

Restrictions on Transfer

Investors should be fully aware of the restrictions on transfer of their Shares in the Company.

Shares of the relevant Class will not be registered under the securities laws of any jurisdiction and there will be no ready market for them. See "Constitution of the Company: Transfer of Shares".

Cross-Class Liability

The Company expects at the date of this Information Memorandum to have four Classes of Shares in issue, the Class A Shares, the Class B Shares, Class E Shares and Class F Shares. The Company is, however, a multi-class company in which the Directors may from time to time determine to make available additional classes of Shares in respect of the Portfolio of the Company. Moreover, certain assets and expenses (including without limitation those relating to any hedging against fluctuations in the rates of exchange between the currencies that the Class B Shares are denominated in and the Sterling base currency of the Portfolio of the Company) will relate specifically to one Class of Shares. The Company as a whole, including all of such Share Classes, is one legal entity. Thus, all of the assets of the Company are available to meet the liabilities of the Company, regardless of the related Share Classes to which such assets or liabilities are attributable.

Dodd-Frank Wall Street Reform and Consumer Protection Act

With the passage of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") in the United States, there has been and will continue to be extensive rulemaking and regulatory changes that will affect private fund managers, the funds that they manage and the financial industry as a whole. Under Dodd-Frank, the SEC has mandated new reporting requirements and is expected to mandate new recordkeeping requirements for investment advisers, which are expected to add costs to the legal, operations and compliance obligations of the Investment Manager, the Master Fund and the Company and increase the amount of time that the Investment Manager spends on non-investment related activities. Until the U.S. regulators implement all of the new requirements of Dodd-Frank, it is unknown how burdensome such requirements will be. Dodd-Frank will affect a broad range of market participants with whom the Company interacts or may interact, including commercial banks, investment banks, other non-bank financial institutions, rating agencies, mortgage brokers, credit unions, insurance companies and broker-dealers. Regulatory changes that will affect other market participants are likely to change the way in which the Investment Manager conducts business with its counterparties. It may take several years to understand the impact of Dodd-Frank on the financial industry as a whole, and therefore, such continued uncertainty may make markets more volatile, and it may be more difficult for the Investment Manager to execute the investment strategy of the Master Fund.

U.S. Foreign Account Tax Compliance Act ("FATCA") and Intergovernmental Tax Agreement between Guernsey and the United States in respect of FATCA (the "IGA")

Pursuant to FATCA, the Company and the Master Fund are required to comply with extensive new reporting and withholding requirements designed to inform the U.S. Department of the Treasury of U.S.-owned foreign investment accounts. Failure to comply (or be deemed compliant) with these requirements will subject the Company and/or the Master Fund to U.S. withholding taxes on certain U.S.-sourced income and (effective 1 January 2019) gross proceeds. Pursuant to an intergovernmental agreement between the United States and Guernsey, the Company and the

Master Fund may be deemed compliant, and therefore not subject to the withholding tax, if they identify and report U.S. taxpayer information to the Guernsey tax authorities.

Investors should consult with their respective tax advisers regarding the possible implications of FATCA and the IGA with respect to their investment in the Company.

Investors may be requested to provide additional information to the Company or its agents to enable the Company to satisfy these obligations. Failure to provide requested information or (if applicable) satisfy its own FATCA obligations, may subject an investor to liability for any resulting U.S. withholding taxes, U.S. tax information reporting and/or mandatory redemption, transfer or other termination of the investor's interest in its Shares.

Detailed guidance as to the mechanic and scope of this new reporting and withholding regime is continuing to develop. There can be no assurance as to the timing or impact of any final guidance on future operations of the Company and the Master Fund.

OECD Common Reporting Standard

Drawing extensively on the intergovernmental approach to implementing US FATCA, the OECD developed the Common Reporting Standard ("CRS") to address the issue of offshore tax evasion on a global basis. Aimed at maximizing efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, tax authorities in participating CRS jurisdictions will obtain from reporting financial institutions, and automatically exchange with tax authorities in other participating CRS jurisdictions in which the investors of the reporting financial institutions are tax resident on an annual basis, personal and account information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The first information exchanges began in 2017. Guernsey has legislated to implement the CRS. As a result, the Company is required to comply with the CRS due diligence and reporting requirements, as adopted by Guernsey. Investors may be required to provide additional information to the Company to enable the Company to satisfy its obligations under the CRS. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or mandatory termination of its interest in the Company.

Investors should consult with their respective tax advisers regarding the possible implications of CRS with respect to their investment in the Company.

EU Bank Recovery and Resolution Directive

Pursuant to the E.U. Bank Recovery and Resolution Directive (2014/59/EU) ("BRRD") EU member states were required to introduce a recovery and resolution framework for banks and significant investment firms ("institutions") giving national competent and resolution authorities powers of intervention where such an institution is deemed to be failing or likely to fail. EU member states were required to transpose the BRRD into national law by January 2015 or in certain cases January 2016.

Among other things the BRRD provides for the introduction of a "bail-in tool" under which resolution authorities may write down claims of the institution's shareholders and creditors and/or convert such claims into equity. Exceptions to this include secured liabilities, client assets and client money. If following a bail-in it is determined, based on a post-resolution valuation, that shareholders or creditors whose claims have been written down or converted into equity have incurred greater losses than they would have done had the institution had been wound up under normal insolvency proceedings, the BRRD provides that they are entitled to payment of the difference.

Other powers of intervention include the power to close out open derivatives positions, temporarily to suspend payment or delivery obligations, restrict or stay the enforcement of security interests and suspend termination rights.

The implementation of a resolution process in relation to an institution which is a counterparty to or obligor of the Master Fund could result in a bail-in being exercised in respect of any unsecured claims of the Master Fund, derivatives positions being closed out, and delays in the ability of the Master Fund to enforce its rights in respect of collateral or otherwise against the institution concerned. Any payment of compensation due to the Master Fund as a result of the Master Fund

being worse off as a result of a buy is likely to be delayed until after the completion of the resolution process and prove to be less than anticipated or expected.

Market Fluctuations

A significant proportion of the Master Fund's assets will be invested in commercial properties which will normally be reflected in dealing prices and reported performance on the basis of valuations by property professionals.

The other investments of the Master 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 investments 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 invest in the Company. There is no certainty that the investment objective of the Master Fund will actually be achieved and no warranty or representation is given to this effect. The level of any yield may be subject to fluctuations and is not guaranteed.

The entire market of a particular asset class or geographical sector may fall, having a more pronounced effect on funds heavily invested in that asset class or region. There will be a variation in performance between funds with similar objectives due to the different assets selected.

Currency Hedging

Class A Shares, Class B Shares, Class E and Class F are issued and redeemed in Sterling, Euro, Sterling and Euro respectively. The base currency of the Portfolio of the Master Fund is Sterling. The Master Fund anticipates that a significant proportion of the Master Fund Portfolio's investments other than in real property will generally be denominated in currencies other than Sterling. Accordingly, the value of the Portfolio of the Master Fund, as well as the value of an investment in Shares of the relevant Class may be affected favourably or unfavourably by fluctuations in exchange rates, notwithstanding any efforts made to hedge such fluctuations. In addition, prospective investors whose assets and liabilities are primarily denominated in currencies other than the currency in which the Class of Shares they have invested is denominated should take into account the potential risk of loss arising from fluctuations in the rate of exchange between the currency of their Shares and such other currency. The Master Fund may utilise derivatives such as forwards, futures, options and other derivatives to hedge against currency fluctuations, but there can be no assurance that such hedging transactions will be effective or beneficial. Any such currency hedge placed by the Master Fund will be for an amount based on the estimated value of the assets of the Master Fund and may thus represent an over or under hedge of the actual value of the relevant property.

Fees and Expenses

Whether or not the Company is profitable, the Portfolio of the Company is required to meet certain fixed and ongoing costs, including, without limitation, start-up and organisational expenses, ongoing administrative and operating expenses, management and advisory fees, interest and arrangement charges and fees on borrowing and margin and other payments under derivative and other arrangements.

Distribution Policy

Potential investors should note that as part of the distribution policy of the Company the Directors may charge fees and expenses to capital as opposed to income in the first instance and may distribute realised and unrealised capital gains where, in their opinion, this is appropriate to maintain a satisfactory level of income allocation and distribution. Any increase in income distributions as a result of this policy may result in a proportional increase in the income received for tax purposes by investors holding Income Shares and the potential for capital gains may correspondingly be lowered.

Tax Considerations

Applicable taxation laws, treaties, rules or regulations or the interpretation thereof may change, possibly with retrospective effect. Accordingly, it is possible that the Company could become subject to taxation (including by way of withholding tax) in respect of its investments and the income, profit and gains derived therefrom in a manner that is not currently anticipated. Any such

change may have an adverse effect on the net asset value of the Company. See the section headed "Company and Shareholder Taxation Considerations" for further details about the taxation of the Company and the Master Fund.

OECD's BEPS action points

In 2013 the "OECD published its report on Addressing Base Erosion and Profit Shifting ("BEPS") and its Action Plan on BEPS. The aim of the report and Action Plan was to address and reduce aggressive international tax planning. BEPS remains an ongoing project. On 5 October 2015, the OECD published its final reports, analyses and sets of recommendations (deliverables) with a view to implementing internationally agreed and binding rules which could result in material changes to relevant tax legislation of participating OECD countries. The final package of deliverables was subsequently approved by the G20 Finance Ministers on 8 October 2015. The final actions to be implemented in the tax legislation of the countries in which the Company will have investments, in the countries where the Company is domiciled or resident, or changes in tax treaties negotiated by these countries, could adversely affect the returns from the Company to its investors.

Tax Reporting and Withholding

Certain countries have adopted tax laws which require reporting and/or withholding in certain circumstances in connection with an investors acquisition, holding and/or disposal of an investment in the Company. Depending on the nature of the requirements, these tax laws impose (or will impose in the future) reporting and/or withholding obligations. To the extent that the Company determines to incur the costs of compliance with tax or other laws, the Directors may require that investors whose acquisition, holding or disposal triggers the compliance requirements to share pro rata the cost to the Company of doing so with other such investors.

European Economic Risks

In recent years, European financial markets have periodically experienced volatility and been adversely affected by concerns about government debt levels, credit rating downgrades, and or restructuring of, government debt. There have been concerns that certain member states within the Eurozone may default on meeting their debt obligations or funding requirements. These states may be reliant on continuing assistance from other governments and institutions and/or multilateral agencies and offices, and could be detrimentally affected by any change in or withdrawal of such assistance. Any sovereign default is likely to have adverse consequences for the member state concerned, the Eurozone and the wider world economy.

It is possible that one or more EU member states within the Eurozone could at some point exit the euro and return to a national currency and/or that the euro will cease to exist as a single currency in its current form. The effects of a member state's exit from the euro are impossible to predict, but are likely to be negative, and may include, without limitation, flight of capital from perceived weaker countries to stronger countries in the EU, default on the exiting state's domestic debt, collapse of its domestic banking system, seizure of cash or assets, imposition of capital controls that may discriminate in particular against foreigners' asset holdings, and political or civil unrest. The exit of any country from the euro is likely to have an extremely destabilising effect on all Eurozone countries and their economies and a negative effect on the global economy as a whole.

Events of this nature could have an adverse impact on the Company and the Master Fund including, among other things, causing extreme fluctuations in the value and exchange rate of the euro, market disruption, governmental intervention, and difficulties in valuing assets, obtaining funding or credit, transacting business with counterparties and managing investment risk.

Risks associated with the UK leaving the European Union

The UK formally exited the EU on 31 January 2020 ("Brexit"). Under the terms of this withdrawal agreement a transition period ran to 31 December 2020, during which EU law continued to apply to the UK as if it were a member state and during which the UK government and the EU continued to negotiate the terms of their future relationship.

Following the conclusion of these negotiations and the expiry of the transition period, the longer term economic, legal, political and social framework to be put in place between the UK and the

EU remains unclear in a number of respects. Given this uncertainty, it is difficult to predict what the economic, tax, fiscal, legal, regulatory and other implications will be for the asset management industry and the broader European and global financial markets more generally.

In the short term post Brexit, it is possible there will be increased volatility in the financial markets in the UK and Europe. The UK may be less stable than it has been in recent years and investments in the UK may be difficult to value, to assess for suitability or risk, harder to buy or sell or subject to greater or more frequent rises and falls in value. Changes in currency exchange rates may make it more expensive for the Master Fund to buy investments that are not denominated in Sterling. Funds may see higher levels of redemption. In the event that the ACD of the Master Fund is unable to accurately value the assets of the Master Fund, or in the event of high levels of redemption, the ACD may use certain liquidity management tools permitted by the FCA, including deferred redemptions, the implementation of fair value pricing or temporarily suspension of the Master Fund.

It is possible there will be more divergence between UK and EU regulations following the transition period, limiting what cross-border financial services activities can take place. This may lead to changes in the operation of the Company and the Master Fund or the rights of investors. The nature and extent of the impact of any Brexit related changes impacting the provision of financial services are uncertain, but may be significant. The UK government has implemented a temporary permissions regime for a three year period to enable registered EU investment funds to continue to be sold into the UK retail marketplace whilst it finalises longer term regulatory arrangements to enable the same. To the extent that it is within the control of the ACD of the Master Fund, the ACD will endeavour to mitigate the impact on the Master Fund of the ongoing uncertainty and of any changes to the applicable law and regulation.

As the Master Fund, the Manager and the Investment Manager are based in the U.K. and certain of the Master Fund's investments may be located or listed on exchanges in the U.K. or the EU, they may, as a result, be affected by the events described above. The signing of a memorandum of understanding between EU Securities Regulators and the UK Financial Conduct Authority will mean that the Manager and the Investment Manager shall be in a position to continue to provide investment management services to the Company. It should be noted, however, that following the close of the transitional period it may not be possible for UK licensed firms to undertake marketing of funds within the EU. Where necessary the Company may consider steps to establish or engage an EU based firm for the purposes of distribution within the EU.

Cyber Crime and Security Breaches

With the increasing use of the Internet and technology in connection with the Company's and the Master Fund's operations, the Company and the Master Fund are susceptible to greater operational and information security risks through breaches in cyber security. Cyber security breaches include, without limitation, infection by computer viruses and gaining unauthorised access to the Fund's systems through "hacking" or other means for the purpose of misappropriating assets or sensitive information, corrupting data, or causing operations to be disrupted. Cyber security breaches may also occur in a manner that does not require gaining unauthorised access, such as denial-of-service attacks or situations where authorised individuals intentionally or unintentionally release confidential information stored on the Company's or the Master Fund's systems. A cyber security breach may cause disruptions and impact the Company's or the Master Fund's business operations, which could potentially result in financial losses, inability to determine the Company's or the Master Fund's net asset value, violation of applicable law, regulatory penalties and/or fines, compliance and other costs.

The Company and its shareholders could be negatively impacted as a result. In addition, because the Company and the Master Fund work closely with third-party service providers (e.g., custodian, transfer agent, administrator and distributor), indirect cyber security breaches at such third-party service providers may subject the Company and its shareholders to the same risks associated with direct cyber security breaches. Further, indirect cyber security breaches at an issuer of securities in which the Master Fund invests may similarly negatively impact the Company and its shareholders. While the Company and the Master Fund have established risk management systems designed to reduce the risks associated with cyber security breaches, there can be no assurances that such measures will be successful.

Risks relating to investment in Real Property

Cost of buying and selling property

Property is a long term investment and the costs of buying and selling properties may have a significant impact on the value of an investment held for a short period. Shareholders who buy on a bid basis price and sell on an offer basis price will bear a full weighting of the underlying costs associated with buying and selling properties.

Property income

The property income of the Master Fund generally comprises the net rental receivable in respect of the properties owned by the Master Fund. Income flow from a property is dependent upon the quality of the tenants' covenants and ability to regularly pay the rental and the length of the lease contract. There are additional letting risks in vacant, part vacant, redevelopment and refurbishment situations in the period until a tenant has entered into a lease. The rental income will be reduced by landlord's costs, the service charges and any other tenant's costs attributable to vacant or part vacant property.

Upward only rent reviews

Periodic rent review provisions in commercial leases typically only provide for upward revisions of the rent payable. Although legislators have debated the desirability of such provisions and discussed proposals to remove or limit them it is not possible to predict what, if any, changes to legislation may be proposed nor when these might take effect. It is also not possible to assess the effect of such changes on rental levels or property values though it is not expected that any change would affect current rentals.

Property values

A property's value is likely to be affected by its individual characteristics such as local supply and demand for such property or alternative properties, or its suitability for alternative uses, as well as more general factors including government regulations, planning and tax law and practice, interest rates, inflation, available financing and the availability and attractiveness of alternative investment opportunities.

Individual properties change hands relatively infrequently and the valuations used in calculating the daily NAV will be based on the opinion of a suitably qualified and experienced valuer but will not necessarily be supported by recent transactions in the individual properties in the portfolio or in similar properties. Although property valuations have regard to market conditions and recent transaction experience, the value obtainable for a particular property may differ significantly from a value at which it had previously been held in the Master Fund.

Current legislation imposes potentially onerous obligations on the owner of a property subject to certain forms of contamination to clean up the contamination and compensate third parties. These obligations would have to be met by the Master Fund in the event that one of its properties included such contamination and the costs were not recoverable from the persons responsible for the contamination.

Valuations of Properties

Immovable property and immovable property-related assets are inherently difficult to value due to the individual nature of each property. As a result, valuations are subject to uncertainty and are a matter of an independent valuer's opinion.

There is no assurance that the estimates resulting from the valuation process will reflect the actual sales price even where a sale occurs shortly after the valuation date.

Property Market

The performance of the Master Fund could be adversely affected by a downturn in the property market in terms of capital value or a weakening of rental yields. Commercial property values are affected by factors such as the level of interest rates, economic growth, fluctuations in property yields and tenant default. In the event of a default by an occupational tenant, there will be a rental shortfall and additional costs, including legal expenses are likely to be incurred in maintaining, insuring and re-letting the property. Certain significant expenses on a property, such

as operating expenses, must be met by the owner (i.e. the Master Fund) even if a property is vacant.

Non real estate related risks

Credit and Fixed interest securities

Fixed interest securities are particularly affected by trends in interest rates and inflation. If interest rates go up, the value of capital may fall, and vice versa. Inflation will also decrease the real value of capital. The value of a fixed interest security will fall in the event of the default or reduced credit rating of the issuer. Generally, the higher the level of income (yield) receivable, the higher the perceived credit risk of the issuer. High yield bonds with lower credit ratings (also known as sub-investment grade bonds) are potentially more risky (higher credit risk) than investment grade bonds.

As a general rule, fixed interest securities with an above average yield tend to be less liquid than securities issued by issuers with a higher investment grade. Investment in fixed interest securities with a higher yield also generally brings an increased risk of default on repayment by the issuer which could affect the income and capital of the Master Fund.

Furthermore, the solvency of issuers of such fixed interest securities may not be guaranteed in respect of either the principal amount or the interest payments and the possibility of such issuers becoming insolvent cannot be excluded.

Unlike income from a single fixed interest security, the yield from that security or from the Master Fund is not fixed and may go up or down or fluctuate. The value of a fixed interest security will fall in the event of the default or a downgrading of the credit rating of the issuer.

"Investment Grade" holdings are generally considered to be a rating of BBB- (or equivalent) and above by leading credit rating agencies S&P, Moodys or Fitch. "Sub-investment Grade" is generally considered to be a rating below BBB- (or equivalent) by the leading rating agencies.

Holdings that have not been rated by the leading credit rating agencies will adopt the risk rating of the "parent company" as an indicator of their credit risk or an unrated holding will be assessed using fundamental data to analyse the likelihood of the company defaulting. An issuer with a rating of at least BBB- (or equivalent) is generally considered as having adequate capacity to meet its financial commitments. However, adverse economic conditions or changing circumstances may lead to a weakened capacity of the issuer to meet its commitments.

Use of Derivatives

The FCA rules on non-UCITS retail schemes permit the use of derivatives and forward transactions for both efficient portfolio management ("EPM") and investment purposes (including short selling and leverage). Investors should consider potential exposure to derivatives in the context of all their investments.

The Master Fund is permitted to use derivatives for the purposes of EPM and for investment purposes. Further detail on the use of derivatives and forward transactions is set out in the prospectus of the Master Fund.

The use of derivatives for investment purposes may increase the risk profile of the Master Fund. The Master Fund's exposure may involve synthetic short sales of investments and leverage, which may increase the risk of the Master Fund and the Company and may carry a higher degree of volatility than a fund which does not gain short exposure. Leverage has the overall effect of increasing positive returns, but causes a faster decrease in the value of assets if prices fall. These techniques may be achieved through the use of derivatives and forward transactions.

The use of derivatives and forward transactions for the purposes of EPM will not increase the risk profile of the Master Fund and the Company any more than investing in the corresponding underlying physical asset. It does however allow the Master Fund to manage various risks including the following: default risk, market risk, interest rate or duration risk, currency risk and curve risk.

Default risk is the risk that the issuer fails to pay. Market risk is the risk that general market conditions impact the price of the bond owned by the Master Fund. Interest rate or duration risk is the risk that the price of a bond is sensitive to a change in its yield. Currency risk is the risk that can arise when bonds are denominated in a currency that is not the base currency of the Master Fund. Curve risk recognises that the shape of both the credit yield curve and maturity yield curve can change significantly over time.

In addition, the FCA rules permit the Manager to use certain techniques when investing in derivatives in order to manage the Master Fund's exposure to particular counterparties and in relation to the use of collateral, to reduce overall exposure to OTC derivatives; for example the Master Fund may take collateral from counterparties with whom they have an OTC derivative position and use that collateral to net off against the exposure they have to the counterparty under that OTC derivative position, for the purposes of complying with counterparty spread limits.

The Investment Manager maintains a "Risk Management Process" in respect of the measurement and monitoring of risks attached to financial derivative instrument positions entered into by the Master Fund. This policy document has been sent to the Master Fund Depository and to the FCA and is available upon request. The use of the Risk Management Process does not guarantee that the derivative strategies will work in every instance.

Inflation and Interest Rates

The real value of any returns that an investor may receive from the Company could be affected by interest rates and inflation over time.

Investment in regulated Collective Investment Schemes

The Master Fund may invest no more than 10% in regulated collective investment schemes. As an investor in another collective investment scheme, the Master Fund will bear, along with the other investors, its portion of the expenses of the other collective investment scheme, including management, performance and/or other fees. These fees will be in addition to the management fees and other expenses which a Fund bears directly with its own operations. For the avoidance of doubt, this applies only to regulated funds and not to, for example, REITs or closed-ended investment companies specialising in property. Please see below in relation to unregulated collectives.

Investment in Unregulated Collectives

The Master Fund may invest in shares or units of, for example, unregulated funds which may not be submitted, in their jurisdiction of origin, to oversight exercised by a regulatory authority designed to ensure the protection of the investors. Shareholders of the Company are therefore subject to risks associated with exposure to such non-regulated funds. As the Master Fund may invest in non-regulated funds, the investors must be aware that the risk may be greater than if the Master Fund only invested in regulated funds. In addition, the value of an investment represented by such fund or a hedge fund of funds in which the Master Fund invests may be affected by fluctuations in the currency of the country where such a non-regulated fund invests, by foreign exchange rules, or by the application of the various tax laws of the relevant countries including withholding taxes, government changes or variations of the monetary and economic policy of the relevant countries. Unregulated collective investment schemes may use leverage and may carry increased liquidity risk as units / shares in such schemes may not be readily realisable. Unregulated collective investment schemes may use leverage and may carry increased liquidity risk as units / shares in such schemes may not be readily realisable.

Counterparty and Settlement

The Master Fund will be exposed to a credit risk on parties with whom it trades and will also bear the risk of settlement default.

Custody

There may be a risk of a loss where the assets of the Company and/or the Master Fund are held by the custodian or sub-custodian that could result from the insolvency, negligence or fraudulent action of the custodian or sub-custodian.

Liquidity risk

Depending on the types of assets that the Master Fund invests in there may be occasions where there is an increased risk that a position cannot be liquidated in a timely manner at a reasonable price.

Non-UCITS retail schemes

Such funds can have wider investment and borrowing powers than UCITS schemes with higher investment limits in various areas. They can also invest to a greater extent in areas such as property and unregulated schemes and have the option to borrow on a permanent basis. Such additional powers can increase potential reward, but may also increase risk.

Counterparty risk in over-the-counter markets

The Master Fund may enter into transactions in over-the-counter markets, which will expose the Master Fund to the credit of its counterparties and their ability to satisfy the terms of such contracts. For example, the Master Fund may enter into agreements or use other derivative techniques, each of which expose the Master Fund to the risk that the counterparty may default on its obligations to perform under the relevant contract.

In the event of a bankruptcy or insolvency of a counterparty, the Master Fund could experience delays in liquidating the position and significant losses, including declines in the value of its investment during the period in which the Master Fund seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. In such circumstances, investors may be unable to recover any losses incurred.

Counterparty and Settlement

The Master Fund will be exposed to a credit risk with parties with whom it trades and will also bear the risk of settlement default.

The foregoing list of risk factors is not exhaustive. Prospective shareholders should consult with their own advisers before deciding to subscribe for Shares.

CONFLICTS OF INTEREST

The Manager, the Investment Manager, the Administrator, the Depositary and any other service providers to the Company, the Master Fund, any of their respective directors, members, officers, employees, agents and affiliates and the Directors of the Company and any person or company with whom they are affiliated or by whom they are employed (each an "Interested Party") are and may be involved in other financial, investment or other professional activities which may cause conflicts of interest with the Company and/or the Master Fund. Such Interested Parties are and may be involved in establishing and/or providing financial, investment or other professional services to other collective investment scheme products or manage accounts which invest wholly or predominantly in assets in which the Portfolio of the Company and/or the Master Fund invests or to which it is exposed. In particular, Interested Parties may provide services similar to those provided to the Company and the Master Fund to other entities and shall not be liable to account for any profit earned from any such services. The Directors of the Company shall ensure that such parties shall at all times have due regard to their duties owed to the Company and where a conflict arises they will endeavour to ensure that it is resolved fairly. For example, an Interested Party may acquire investments in which the Master Fund may invest on behalf of clients. However, where the Investment Manager could (i) allocate an investment between two or more funds or accounts which it manages (including the Company's and the Master Fund's) or (ii) make a disposal of investments held by two or more such funds or accounts, it will act fairly as between the relevant funds or accounts in making such allocation or disposal, having regard to, inter alia, factors such as cash availability and portfolio balance.

The Master Fund may acquire securities and/or assets from or dispose of securities and/or assets to any Interested Party or any investment fund or account advised or managed by any such person.

An Interested Party may provide professional services to the Company and/or the Master Fund (provided that no Interested Party shall act as auditor to the Company or the Master Fund) or hold Shares and buy, hold and deal in any investments for their own accounts notwithstanding that similar investments may be held by the Portfolio of the Company and/or the Master Fund. An Interested Party may contract or enter into any financial or other transaction with any Shareholder or with any entity any of whose securities are held by or for the account of the Portfolio of the Master Fund, or be interested in any such contract or transaction. Furthermore, any Interested Party may receive commissions to which it or he is contractually entitled in relation to any sale or purchase of any investments of the Master Fund effected by it for the account of the Portfolio of the Master Fund, provided that in each case the terms are no less beneficial to the Portfolio of the Master Fund than a transaction involving a disinterested party and any commission shall be in line with market practice.

The Interested Parties may engage in other business activities and manage the accounts of clients other than the Company and the Master Fund. The Interested Parties are not required to refrain from any other activity, to account for any profits from any such activity, whether as partners of additional investment companies or otherwise or to devote all or any particular part of the time and effort of any of its or their partners, officers, directors or employees to the Company, the Master Fund and their affairs. Investment strategy for such other clients may vary from that for the Master Fund. The Directors may act as directors of, or otherwise be interested in, other funds in which the Master Fund may invest now or in the future. To the extent that there are other conflicts of interest on the part of the Directors and/or the service provider between the Company and/or the Master Fund and any other account, company, master fund or venture with which it is now or later may become affiliated, they will endeavour to treat all of such entities equitably.

The Manager and the Administrator have certain responsibilities in connection with the valuation of the assets of the Company and the Master Fund, the calculation of the Net Asset Value per Share of the of the Company and the publication of such Net Asset Values. There is a conflict of interest between any involvement of these parties in the valuation process and their entitlement to receive fees from the Company and/or the Master Fund calculated with regard to the valuation of assets and the Net Asset Value of the Company.

The Depositary, which is an affiliate of the Administrator, faces a potential conflict of interest in relation to the oversight of the functions performed by the Administrator.

In the event of a conflict of interest arising, the Directors will endeavour to ensure that it is resolved fairly. Certain Directors by virtue of their relationship with service providers to the Company have an interest in certain agreements detailed under "GENERAL INFORMATION – 2. Material Contracts". There are no other agreements in place involving the Company Directors acting in a personal capacity other than those disclosed in this document. It is noted that the Manager and Investment Manager may use services provided by affiliated entities within the Ameriprise group of companies.

COMPANY AND SHAREHOLDER TAXATION CONSIDERATIONS

General

The statements on taxation below are intended to be a general summary of certain Guernsey and United Kingdom tax consequences that may affect the Company and its Shareholders in connection with their investment in the Company and are based on the law and practice in force in the relevant jurisdiction at the date of this document. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the Company is made will endure indefinitely. The information should not be regarded as legal or tax advice.

Prospective Shareholders should familiarise themselves with and, where appropriate, take advice on the laws and regulations (such as those relating to taxation and exchange controls) applicable to the subscription for, and the holding and realisation of, Shares in the places of their citizenship, residence and domicile. The tax consequences for each Shareholder of acquiring, holding, redeeming or disposing of Shares in the Company will depend upon the relevant laws of any jurisdiction to which the Shareholder is subject and with his personal circumstances. Investors and prospective investors should seek their own professional advice as to this, as well as to any relevant exchange control or other laws and regulations.

The Company may be subject to local withholding taxes in respect of income or gains derived from its investments in certain countries. Taxation law and practice and the levels and bases of and reliefs from taxation relating to the Company and to Shareholders may change from time to time.

Guernsey

The Company

The Company has been granted tax exempt status by the Director of Revenue Service in Guernsey under the Income Tax (Exempt Bodies) (Guernsey) Ordinance, 1989 (as amended). The Company will need to reapply annually for exempt status, an application that currently incurs a fee of £1,200 per annum. It is expected that the Company will continue to apply for and be granted, exempt status, annually.

Because the Company has exempt status, the Company is not considered resident in Guernsey for Guernsey income tax purposes and will be exempt from tax in Guernsey on both bank deposit interest and any income that does not have its source in Guernsey. It is not anticipated that any income other than bank deposit interest will arise in Guernsey and therefore the Company is not expected to incur any additional liability to Guernsey tax.

Shareholders

Non-Guernsey resident Shareholders should not be subject to any income tax in Guernsey in respect of, or in connection with, the acquisition, holding or disposal of any Shares owned by them. Such Shareholders should receive dividends without deduction of Guernsey income tax.

Any Shareholders who are resident in Guernsey may be subject to Guernsey income tax on any dividends paid to such persons but should not suffer any deduction of tax by the Company from any such dividends payable where the Company is granted tax exempt status. The Company is however required to provide the Director of Revenue Service with the names, addresses and gross amount of any income paid to Guernsey resident shareholders during the previous year when renewing the Company's exempt status each year.

At present, Guernsey does not levy taxes upon capital gains (except in relation to 'accumulation funds'), capital transfer, wealth, inheritance, gifts, sales or turnover (unless the varying of investments and turning of such investments to account is a business or part of a business), nor are there any estate duties save for registration fees and an ad valorem fee duty for a Guernsey grant of representation where the deceased dies leaving assets in Guernsey which require

presentation of such a grant.

Document duty is chargeable on the transfer of Guernsey real property, including transactions for value which have the effect of conferring on a person a *significant benefit* arising from, or relating to, any Guernsey real property and it is not a transaction in respect of which document duty is payable under the Document Duty (Guernsey) Law, 2017 (as amended). Certain exceptions and exempt transactions apply. There are currently no other forms of stamp duty chargeable in Guernsey on the issue, transfer, switching or redemption of Shares in the Company.

Foreign Account Tax Compliance Act (FATCA)

FATCA generally imposes a U.S. withholding tax of 30% on payments of US source income and certain payments of proceeds from the sale of property that could give rise to US source income unless there is compliance with requirements for the Company to report on an annual basis the identity of, and certain other information about, direct and indirect US investors in the Company to the relevant Guernsey authority for onward transmission to the US Internal Revenue Service (**US IRS**). An investor that fails to provide the required information to the Company may be subject to the 30 per cent withholding tax with respect to its share of any such payments directly or indirectly attributable to US investments of the Company and the Company might be required to terminate such investor's investment in the Company.

An intergovernmental agreement was entered into between Guernsey and the US in respect of FATCA on 13 December 2013 (US-IGA), which agreement was enacted into Guernsey law as of 30 June 2014 by the Income Tax (Approved International Agreements) (Implementation) (United Kingdom and United States of America) Regulations, 2014 (as amended). Guidance notes have been issued by the relevant Guernsey authority to provide practical assistance on the reporting obligations of affected businesses under the US-IGA.

Although the Company will attempt to satisfy any obligations imposed on it to avoid the imposition of such withholding tax, no assurance can be given that the Company will be able to satisfy these obligations. If the Company becomes subject to a withholding tax as a result of FATCA, the return of all shareholders may be materially affected. In certain circumstances, the Company may compulsorily redeem some or all of a shareholder's shares and/or may reduce the redemption proceeds in respect of any shareholder.

Common Reporting Standard (CRS)

The CRS is a standard developed by the OECD for the automatic exchange of information pursuant to which many governments have now signed multilateral agreements. A group of those governments, including Guernsey, committed to a common implementation timetable which saw the first exchanges of information in 2017 in respect of accounts open at the end of 2015 and new accounts from 2016, with further countries committing to implement the new global standard by 2018.

The Common Reporting Standard has been implemented in Guernsey by the Income Tax (Approved International Agreements) (Implementation) (Common Reporting Standard) Regulations, 2015 which came into force on 1 December 2015 (the UK having indicated that it wished to move away from the intergovernmental agreement that it has with Guernsey, as from 1 January 2016). The Company may need to comply with the aforementioned exchange of information requirements as they progress and develop and investors must satisfy any requests for information pursuant to such requirements.

Mandatory Disclosure Rules

Guernsey has committed to introduce Mandatory Disclosure Rules for CRS Avoidance Arrangements and Opaque Offshore Structures (**MDR**). The MDR rules would require promoters of avoidance arrangements and service providers to disclose information on the arrangement or structure to the Director of Revenue Service. Such information would include the identity of any user or beneficial owner and would then be exchanged with the tax authorities of the jurisdiction in which the users and/or beneficial owners are resident, where there is a relevant information exchange agreement.

Economic Substance

In December 2017, the EU Code of Conduct Group on Business Taxation (the **Code Group**) determined Guernsey to be a cooperative tax jurisdiction and as such Guernsey was not included on its list of non-cooperative jurisdictions.

Guernsey has brought into force the Income Tax (Substance Requirements) (Implementation) Regulations, 2018, as amended (the **Substance Regulations**) to address concerns identified by the Code Group which relate to a perceived lack of substance for companies registering profits in Guernsey without demonstrating real economic activity in Guernsey.

The Substance Regulations impose economic substance requirements on companies that are tax resident in Guernsey and certain companies which are tax exempt and, in each case, which undertake specified relevant activities or business in respect of financial periods commencing on or after 1 January 2019. Essentially, such companies will have to demonstrate that they have substance in Guernsey by (i) being directed and managed in Guernsey, (ii) conducting core income generating activities in Guernsey and (iii) having adequate people, expenditure and premises in Guernsey. There are reduced substance requirements for Guernsey tax resident and certain tax exempt companies which, for the purpose of the Substance Regulations, are (pure equity) holding companies.

The Substance Regulations will not apply to the Company as it is eligible for exemption from tax under paragraph 1 of Schedule 1 to, and has been granted an exemption by the Director of Revenue Service under section 3 of, the Income Tax (Exempt Bodies) (Guernsey) Ordinance, 1989 (as amended).

Anti-avoidance Provision

Guernsey has a wide-ranging anti-avoidance provision. This provision targets transactions where the effect of a transaction or series of transactions is the avoidance, reduction or deferral of a tax liability. The Director of Revenue Service may, at its discretion, make such adjustments to the tax liability as may in the Director's opinion be appropriate to counteract the effects of the avoidance, reduction or deferral of liability which would otherwise be affected by, or as a result of, that transaction or series of transactions.

Request for Information

The Company reserves the right to request from any Shareholder or potential investor such information as the Company deems necessary to comply with FATCA, any agreement with the US IRS in relation to FATCA from time to time in force, or any obligation arising under the implementation of any applicable regime, including the UK-Guernsey IGA and the CRS relating to FATCA and the automatic exchange of information with any relevant competent authority.

United Kingdom

The Company

As the Company is an alternative investment fund for the purpose of the Alternative Investment Fund Managers Regulations 2013, the Company should not be considered to be U.K. resident for U.K. tax purposes. Accordingly, and provided that the Company does not carry on a trade in the U.K. through a permanent establishment situated therein for U.K. taxation purposes, or a trade of dealing in or developing UK land (land for these purposes includes holdings in entities that derive their value from UK land), the Company will not be subject to U.K. corporation tax on income and capital gains arising to it. The Directors and the Investment Manager each intend that the respective affairs of the Company and the Investment Manager are conducted so that no such permanent establishment or such trade will arise insofar as this is within their respective control, but it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment, branch or agency, or such trade coming into being will at all times be satisfied.

Interest and other income received by the Company which has a U.K. source may be subject to withholding taxes in the U.K.

The Master Fund

The Master Fund is generally exempt from United Kingdom tax on capital gains realised on the disposal of its investments (including interest-paying securities and derivatives) held within it (provided that such gains do not represent profit on a trading transaction). However, any gains realised on disposing of holdings in non-reporting offshore funds (as described below) are charged to tax as income and not capital.

Any dividend received by the Master Fund (whether directly or through another United Kingdom authorised investment fund) will generally be exempt from corporation tax provided that such dividends fall within an exemption (subject to anti-avoidance rules). The Master Fund will be subject to corporation tax on most other types of income but after deducting allowable management expenses and where relevant the gross amount of interest distributions. Where the Master Fund suffers foreign withholding tax on income received, this may be creditable against any United Kingdom tax due on such income.

The Master Fund will make dividend distributions except where more than 60% of the Master Fund's property has been invested throughout the distribution period in interest-paying investments, in which case it may make interest distributions.

To the extent that the Master Fund invests in real property situated in the United Kingdom, it will be liable to corporation tax at the basic rate of income tax on its net rental income. Net rental income is broadly rents received net of expenses incurred in producing those rents.

Stamp taxes

No stamp duty is payable on dealing in, or transfers of, shares in the Master Fund. The Master Fund will be liable to stamp duty in the normal way on purchases of investments that are not exempt.

Stamp duty land tax is payable by a purchaser of real property situated in the United Kingdom, except in the case of Scottish property which will be subject to Scottish land and buildings transactions tax. No charge to stamp duty or stamp duty reserve tax arises on the subscription for Shares by an investor nor on the redemption of Shares by the Company.

Shareholders – General

Subject to their personal circumstances, individual Shareholders resident in the United Kingdom for taxation purposes will be liable to United Kingdom income tax at dividend tax rates in respect of dividends paid or other distributions of income made by the Company, whether or not such distributions are reinvested. In addition, Shareholders in the Classes with reporting fund status may be treated as receiving reportable income in respect of income arising to the relevant class in excess of the distributions paid (see further "Shareholders owning Income Shares in Class A, B, E and F" below).

Companies within the charge to UK corporation tax should generally be exempt from U.K. corporation tax on dividend distributions (including reportable income) made by the Company although it should be noted that this exemption is subject to certain exclusions and specific anti-avoidance rules.

Shareholders who are within the charge to U.K. corporation tax should be aware that where such an investor holds an interest in a fund and that fund fails the 'qualifying investments test' at any time then the loan relationship rules apply, and the investor is required to treat its interest for that accounting period as if it were rights under a creditor relationship for the purposes of the "loan relationships" regime (which governs the UK taxation of most forms of corporate debt) contained in the United Kingdom Corporation Tax Act 2009. Broadly speaking, this will occur if throughout a distribution period at all times in that period the market value of the qualifying investments exceeds 60% of all the investments in the fund. 'Qualifying investments' include government and corporate debt securities, money placed at interest, certain derivative contracts or holdings in collective investment schemes which do not themselves satisfy the qualifying investment test.

A corporate Shareholder within the charge to UK corporation tax would in these circumstances be required to account for their interest in the fund under the loan relationships regime, in which case all returns on their funds in the relevant accounting period (including gains and losses) would be taxed or relieved as income receipt or expense on a "fair value" basis. Such Shareholders

might therefore, depending upon their particular circumstances, incur a charge to UK corporation tax on an unrealised increase in the value of their Shares (or obtain relief against UK corporation tax for an unrealised diminution in the value of their Shares).

Part 9A of the Taxation (International and Other Provisions) Act 2010 ("TIOPA 2010") subjects United Kingdom resident companies to tax on the profits of companies not so resident in which they have an interest. The provisions, broadly, affect U.K. resident companies which hold, alone or together with certain other associated persons, shares which confer a right to at least 25% of the profits of a non-resident company (a "25% Interest") where that non-resident company is controlled by persons who are resident in the U.K. and is subject to a lower level of taxation in its territory of residence. The legislation is not directed towards the taxation of capital gains. These provisions will not apply if the Shareholder reasonably believes that it does not hold a 25% Interest in the Company throughout the relevant accounting period.

Each of the Classes will be deemed to constitute an "offshore fund" for the purposes of the offshore fund legislation in Part 8 of TIOPA 2010. The UK's reporting fund regime which is contained in the Offshore Funds (Tax) Regulations 2009/3001 (the "Offshore Fund Regulations") will apply separately to each Class. Under the Offshore Fund Regulations, any gain arising on the sale, redemption or other disposal of shares in an offshore fund (which may include an *in specie* redemption by the Company) held by persons who are resident in the UK for tax purposes will be taxed as income tax in respect of such sale, disposal or redemption. This does not apply, however, in respect of a "reporting fund" throughout the period during which Shares in the Company have been held and in such case, the investors are subject to capital gains tax on any such gain.

It is possible for individual classes of shares within the same offshore fund to qualify for reporting fund tax status as if the share class was itself an offshore fund even if not all of the classes of shares within the fund do not so qualify. In accordance with this the Company only has Income Share classes. The tax treatment of each class is set out below.

Shareholders owning Income Shares in Class A, B, E and F

HMRC has approved the Class A and Class B Income Classes as reporting funds with effect from 1 April 2011. HMRC has approved the Class F Income Share Class as a reporting fund with effect from 1 April 2012. HMRC has also approved the Class E Income Share Class as a reporting fund with effect from 1 May 2012.

No guarantee can be given that approval as a reporting fund will be maintained. Shareholders should refer to the list of reporting funds maintained by HMRC and published on its website for further information in respect of the relevant reporting fund classes. For each accounting period, the Classes must therefore report to investors 100% of the income attributable to the respective Class, that report being made within six months of the end of the relevant accounting period. U.K. resident individual investors will be taxable on such reported income, whether or not the income is actually distributed. Income for these purposes is computed by reference to income for accounting purposes as adjusted for capital and other items. Provided the Classes retain reporting fund status, any gains realised on the disposal of Shares in such Class will be subject to taxation as capital and not as income unless the investor deals in securities. Any such gain may accordingly be reduced by any general or specific U.K. exemption in respect of capital gains available to a Shareholder and may result in certain investors incurring a proportionately lower U.K. taxation charge.

Subject to the regulations mentioned below, under the reporting fund regime reportable income is attributed only to those investors who remain as shareholders at the end of the relevant accounting period. This means that, particularly where actual dividends are not declared in relation to all the income of a Class with reporting fund status, Shareholders could receive a greater or lesser share of dividend income than anticipated in certain circumstances such as when, respectively, class size is shrinking or expanding. Regulations enable a reporting fund to elect to operate dividend equalisation or to make income adjustments, which should minimise this effect. The Directors intend to operate full equalisation with respect to each Class with reporting fund status to minimise this effect.

VAT

Dealings in shares in the Master Fund are exempt from VAT.

Reporting requirements

In order to comply with the legislation implementing the United Kingdom's obligations under various intergovernmental agreements relating to the automatic exchange of information to improve international tax compliance (including the international common reporting standard and the U.S. provisions commonly known as FATCA), the Master Fund (or its agent) will collect and report information about investors for this purpose, including information to verify their identity and tax status.

When requested to do so by the Master Fund or its agent, investors must provide information to be passed on to HM Revenue & Customs, and, by them, to any relevant overseas tax authorities.

Non-UK Resident Shareholders

Non-UK resident Shareholders (except companies trading in the UK through a permanent establishment in the U.K.) will receive distributions after deduction of UK tax. They may be able to reclaim part of the tax credits on these distributions from HM Revenue & Customs depending on their personal circumstances and whether there is a provision entitling them to repayment in any double taxation convention or agreement which exists between their country of residence and the UK. With effect from 6 April 2019 Non-UK resident Shareholders may be subject to UK capital gains tax when they switch or redeem their shares. Generally, Shareholders who are not resident in the United Kingdom should consult their own tax advisers concerning their tax liabilities on disposals, income distributions and accumulations, their entitlements to reclaim any part of the tax credit or tax withheld and the procedure for doing so.

The Master Fund may be considered to derive more than 75% of its value from UK land and properties and may be regarded as a U.K. property rich collective investment scheme for Non-Resident Capital Gains Tax purposes. The consequence of this is that disposals of interests in the Master Fund could be subject to capital gains taxation. The position will depend on a Non-UK resident shareholder's own circumstances. However, shareholders can contact the Company for certain information on the aggregate assets and liabilities of the Master Fund on any given date should they wish to assess whether it is property rich on that date.

Mandatory Disclosure Rules

The UK has enacted Mandatory Disclosure Rules for CRS Avoidance Arrangements and Opaque Offshore Structures (**UK MDR**). UK MDR requires promoters of avoidance arrangements and service providers to disclose information on the arrangement or structure to HM Revenue and Customs. Such information would include the identity of any user or beneficial owner and would then be exchanged with other relevant tax authorities, where there is a relevant information exchange agreement.

CONSTITUTION OF THE COMPANY

The Memorandum and Articles of Incorporation of the Company comprise the Company's constitution and contain, *inter alia*, provisions to the following effect. The following summary does not purport to be an exhaustive summary of the provisions of these documents which are available for inspection at the Company's registered office.

1. Memorandum of Incorporation

The Memorandum of Incorporation of the Company provides that the Company's objects are unrestricted.

2. Articles of Incorporation

Issue of Shares

Subject to the Companies (Guernsey) Law, 2008, as amended (the "Companies Law") and as provided in the Articles, this Information Memorandum or the Law, the Shares shall be at the disposal of the Directors, who in their absolute discretion may issue, allot, grant options over or otherwise dispose of, the same to such persons on such terms and in such manner as they may think fit. Fractional Shares may be issued as the Directors may (subject to the Articles, this Information Memorandum and the Companies Law) determine. The Directors may in their absolute discretion refuse to accept any application for Shares.

Alterations of share capital

The Company may from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe. The Company may by ordinary resolution consolidate and divide all or any of its share capital into shares of larger amount than its existing shares. The Company may also by ordinary resolution subdivide its existing shares, or any of them, into shares of smaller amount than is stated in the Memorandum and Articles of Incorporation, subject to the provisions of the Companies Law, or convert shares into stock and vice versa. The Company may reduce its share capital, any capital account or any share premium account in any manner and with and subject to any authorisation or consent required by the Companies Law.

Variation of class rights

The rights attaching to any class of share (unless otherwise provided by the terms of issue of that class of share) may be varied with the consent in writing of three-quarters of such holders of shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of the class. To every such separate general meeting, the provisions of the Articles relating to general meetings shall *mutatis mutandis* apply but so that the necessary quorum shall be any two persons holding or representing by proxy at least one third of the voting rights of the class except in the case of an adjourned meeting where those holders of shares who are present shall be a quorum. Subject to the provisions of the Companies Law, a poll may be demanded by the chairman or any member present (in person or by proxy).

Management Shares

The Management Shares shall confer no right to participate in the profits or assets of the Company other than the return of the nominal value thereof on a winding up. Subject to modification of class rights of holders of Management Shares, the Management Shares carry no voting rights except where no Shares are in issue.

Shares

The Shares shall be voting redeemable preference shares. The Shares shall be issued as

Shares of the relevant class determined and designated by the Directors from time to time, each Class representing the capital contribution made by the holders of Shares of the relevant class. The capital contributions made in respect of each such class (and the investments made with such contributions) shall be maintained in separate accounts and separate books shall be kept. Any dividend payable to Shareholders which remains unclaimed for six years after the dividend payment date shall be forfeited and shall revert to the Company.

The Shares shall entitle the holders thereof to any dividends that may be declared in respect of their Shares of the relevant class. The Directors may from time to time declare and pay to the Shareholders entitled thereto such annual or interim dividends as appear to the Directors to be justified by the assets or financial condition of the Company. No dividend shall be paid otherwise than out of the assets of a class available. No dividend shall bear interest against the Company. All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. For a discussion of the Company's dividend policy see "DIVIDEND POLICY" on page 23 above.

The Directors may in their discretion determine to issue any class of Shares which may only be acquired by the Investment Manager, or other service providers to the Company and/or their affiliates or associates or their respective directors, employees or agents. Any such class may be issued on any terms as the Directors in their discretion may determine and any such Shares may be issued in consideration of the waiver of fees payable by the Company to the subscribers of the Shares or their employees, affiliates or associates or by way of consideration for any services provided.

On a return of assets on liquidation, the assets of the Company available for distribution among the Shareholders of a class shall be applied in preference to the repayment of such nominal amount of the Management Shares and any surplus assets attributable to the relevant class available for distribution among the holders of the Shares of the relevant class *pro rata*.

Subject to the provisions of and the restrictions contained in this Information Memorandum and the Companies Law and any restrictions prescribed by the Directors from time to time, a holder of the Shares of a class shall be entitled to redeem all or any of such Shares on any Dealing Day or such other day as the Directors may determine with reference to such Class of Shares by such number of days' prior written notice to the Company as provided in this Information Memorandum and otherwise in such form given in such manner as the Directors shall from time to time determine but no Shares of a class or series shall be redeemed whilst the calculation of the net asset value of the assets of the Company attributable to Shares of the relevant Class is suspended.

The Directors have the power to divide in specie the whole or any part of the assets of a class and appropriate such assets in satisfaction or part satisfaction of the redemption proceeds.

All unissued Shares shall be under the control of the Directors who may allot and dispose of the same to such persons, at such times on such terms and conditions and generally in such a manner as they think fit.

Transfer of Shares

Shares of a class may be transferred in any usual or other form approved by the Directors in their discretion. Instruments of share transfer shall be executed by or on behalf of the transferor and the transferor shall be deemed to remain a holder of the Share until the name of the transferee is entered into the Register of Shareholders in respect thereof. The Administrator requires a signed original form of transfer before it will action a transfer request.

The Directors may refuse to register any transfer of Shares to an ineligible investor so outlined under "SUBSCRIPTIONS AND REDEMPTIONS: Eligible Investors" on pages 34 to 36 or on which the Company has a lien. The Directors may also suspend the registration of transfers at such times and for such periods (not exceeding 30 days in any year) as the Directors may determine.

If the Directors refuse to register a transfer of Shares of a Class they shall within two months after the date on which the transfer was lodged with the Company send to the

transferee notice of the refusal.

Compulsory Redemption of Shares

The Company is entitled compulsorily to redeem Shares owned directly or beneficially by any person or persons who or which, by virtue of the holding concerned, gives rise to a breach of any applicable laws or requirement in any jurisdiction or may, either alone or together with other Shareholders, in the sole and conclusive opinion of the Directors:-

- (i) prejudice the tax status or residence of the Company or its Shareholders; or
- (ii) cause the Company or its Shareholders to suffer any regulatory, pecuniary, legal, fiscal, taxation or material administrative disadvantages; or
- (iii) cause the Company to be required to comply with any registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply; or
- (iv) be a person stipulated from time to time as being ineligible to own Shares; or
- (v) be a person designated as a non-qualified person by the Directors from time to time; or
- (vi) has not provided the declarations and warranties required by the Company; or
- (vii) in any other circumstances in which the Directors determine in their absolute discretion that such compulsory redemption is in the best interests of the Company to redeem compulsorily all Shares of a class or series; or
- (viii) if the Directors determine in their absolute discretion that any other circumstances exist which are set out in this Information Memorandum as being circumstances entitling the Company to redeem some or all of the Shares or one or more Shareholders.

By not less than four weeks' notice to Shareholders the Directors, at their discretion, are also entitled compulsorily to redeem *pro rata* Shares of any Class where, the aggregate amount invested in the Company or in a particular Class or the small number of Shareholders with outstanding Shares of the relevant Class at any time does not justify or support the continued trading and existence of either the Company or the Shares of the relevant Class as a Class of the Company.

General Meetings

The Directors may whenever they think fit, convene an extraordinary general meeting. The Directors shall, upon the receipt of the requisition expressing the general nature of the business to be dealt with at the meeting in writing of any one or more Shareholders holding ten (10) per cent. or more of the Shares entitled to vote, convene an extraordinary general meeting (which will be convened by the Directors) within 21 clear days from the date of delivery of the requisition. If the Directors do not within such period of 21 days duly convene a meeting, the requisitionists may within a period of 3 months beginning on that date themselves convene a meeting.

At least 14 days' notice of the meeting is required to be given to such persons as are entitled to vote or may otherwise be entitled under the Articles to receive such notices, but with the consent of all the Shareholders entitled to receive notice, that meeting may be convened by shorter notice and in such manner as those Shareholders think fit. Subject to restrictions on the issue of Shares, each Shareholder shall be entitled to receive notice of and to attend and to vote at any general meeting of the Company.

No business shall be transacted at any general meetings unless a quorum of Shareholders is present at the time when the meeting proceeds to business. Save as otherwise provided in the Articles, two Shareholders holding in aggregate 25 per cent. of Shares for the time being in issue present in person or by proxy shall be a quorum for a meeting for the purpose of

passing a special resolution of the Company and for the purpose of passing an ordinary resolution the quorum shall be two Shareholders holding in aggregate 10 per cent. of such Shares for the time being in issue.

All business shall be deemed special that is transacted at an extraordinary general meeting and also all business that is transacted at an annual general meeting (other than declaring or approving the payments of dividends, the consideration of the accounts and balance sheet and the reports of the Directors and auditors of the Company, the election of Directors in place of those retiring and the appointment and fixing of the remuneration of the auditors).

If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Shareholders, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week, at the same time and place (or such other time and place as the chairman may determine) and if at an adjourned meeting a quorum is not present within five minutes, the quorum shall be those shareholders present in person or by proxy.

An ordinary resolution may be passed by a majority vote of Shareholders entitled to vote present at the meeting in person or by proxy. A special resolution requires a three quarters majority vote of Shareholders entitled to vote present at the meeting in person or by proxy. An ordinary or special resolution may be passed by written resolution.

On a show of hands every Shareholder present in person or by proxy and entitled to vote shall have one vote. On a poll every such Shareholder entitled to vote shall have one vote for each Share of which he is the holder. On the holding of a poll, a Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of Shareholders.

On a poll, votes may be given either personally or by proxy. The instrument appointing a proxy shall be in the form set out in the Articles or such other form as the Directors may determine and shall be deposited at the registered office of the Company or at such other place as is specified for that purpose in the notice convening the meeting no later than 48 hours (excluding any part of a day that is not a working day) prior to the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

Directors

The number of Directors shall be not less than one, nor, unless the Company in general meeting may otherwise determine, more than ten. The Company may by ordinary resolution remove and appoint a Director. A Director may in writing appoint an alternate to act on his behalf at any meeting of the Directors at which he is unable to be present and such alternate shall count towards a quorum and vote. No person who is resident in the United Kingdom may be appointed an alternate Director unless his appointer is also a resident in the United Kingdom.

The Company shall pay to the Directors such remuneration for acting as Directors as the Directors may from time to time resolve. The Directors shall be entitled to be paid their travelling, hotel and other expenses properly incurred by them in going to attending and returning from meetings of the Directors, or any committee of the Directors, or general meetings of the Company, or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Directors from time to time.

There is no shareholding qualification for Directors.

The business of the Company shall be managed by the Directors outside the United Kingdom and subject to the provisions of the Companies Law, the Memorandum and Articles of Incorporation and to any directions given by special resolution the Directors may exercise all

such powers of the Company in any part of the world. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge the Company's undertaking and/or its assets.

The Directors may meet together (either within or without Guernsey but outside of the United Kingdom) for the dispatch of business, adjourn, and otherwise regulate their meetings and proceedings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman shall not have a second or casting vote. A Director may at any time, summon a meeting of Directors.

The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed by the Directors, shall be two Directors or their alternates.

Subject to the provisions of the Companies Law and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:

- (a) may be party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;
- (c) shall not subject as provided below by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement be liable to be avoided on the ground of any such interest or benefit, however, to the extent that any Director shall receive any fees from any such office or employment held as a direct result of any investment made by the Company, such Director shall account to the Company for such fees.
- (d) may act by himself or his firm in a professional capacity for the Company and he or his firm will be entitled to remuneration for professional services as though he were not a Director.

A Director may vote in respect of any transaction or arrangement in which he has any interest which he has disclosed and may be counted in the quorum at the meeting at which such matter is voted on.

All acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

The Articles contain no provision requiring a Director to retire on attaining a certain age.

Notices

A notice may be given by the Company to any Shareholder either:

- (a) personally;
- (b) by sending it by post, to the Shareholder at their registered address, or by leaving it at that address;
- (c) by transmitting it by facsimile to the last notified facsimile number; or
- (d) by sending it by electronic means either to such notified electronic address or by means of posting on a website notified to that Shareholder.

A notice may be given by the Company to the joint holders of record of a Share by giving

the notice to the joint holder first named on the register of Shareholders in respect of the Share.

A notice or other communication may be given by the Company to any Shareholder by any means as set out in section 523 of the Companies Law.

Any notice or other communication sent to the address of any Shareholder shall, notwithstanding the death, disability or insolvency of such Shareholder and whether the Company has notice thereof, be deemed to have been duly served in respect of any share registered in the name of such Shareholder as sole or joint holder and such service shall, for all purposes, be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in any such share.

All Shareholders shall be deemed to have agreed to accept communication from the Company by electronic means in accordance with sections 524 and 526 and schedule 3 of the Companies Law unless a Shareholder notifies the Company otherwise. Notice under the Articles must be in writing and signed by the Shareholder and delivered to the Company's registered office or such other place as the Board directs.

Any summons, notice, order or other documents required to be sent to or served upon the Company, or upon any officer of the Company may be sent or served by leaving the same and sending it through the post in a prepaid letter envelope or wrapper, addressed to the Company or to such officer at the Company's registered office.

Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of shareholders, has been duly given to a person from which he derives his title.

Winding Up

The Company will be wound up in accordance with the Articles and any applicable Guernsey laws and regulations.

If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Companies Law, divide amongst the relevant Shareholders *in specie* or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for such purpose set such value as he deems fair upon any property to be divided.

Borrowing Powers

The Board may exercise all the powers of the Company to borrow money, to give guarantees and to mortgage, pledge or charge all or part of its property or assets as security for any liability or obligation of the Company or of any third party.

The Articles contain a restriction on the amount (but not type) of borrowings by the Company to the effect that, save with the sanction of an ordinary resolution of holders of Shares of the relevant class, the Company shall not borrow, or give guarantees or security in respect of borrowings or other obligations in excess of any limit stated in this Information Memorandum.

Indemnity

Every present or former Director and other officer of the Company shall (subject to the Companies Law and in so far as the Companies Law allows) be indemnified out of the assets of the Company.

GENERAL INFORMATION

1. The Company

- (a) The Company was incorporated on 10 March 2005 in Guernsey. The Company is authorised by the Commission as a Class B Scheme under the Law.
- (b) The Management Shares were taken up by the subscriber to the Memorandum of Association in order that the Company be incorporated and have been transferred to the Investment Manager. Subject to modification of the class rights of holders of Management Shares, the Management Shares confer the right to vote at general meetings of the Company only when no Shares are in issue and give the rights in the winding up of the Company as set out under "Constitution of the Company" above. They do not confer any other right to participate in the profits or assets of the Company. The Management Shares have been issued solely to comply with Guernsey legal requirements to ensure that the Shares may be issued and that some shares remain in issue notwithstanding the possible redemption of all of the Shares.
- (c) No Shares have pre-emptive rights. There are no outstanding options or, save as disclosed herein, any special rights relating to any Shares. All Shares participate equally in the net assets of their respective class or series on liquidation and in dividends and other distributions of their class or series as declared.
- (d) The Company is authorised to issue an unlimited number of Shares of no par value each and up to (and including) 100 Management Shares of £1.00 each. The 100 Management Shares in issue were issued at par and are beneficially owned by the Investment Manager.
- (e) On 30 January 2015, the Company was converted into a feeder fund of the Master Fund, a UK open-ended investment company.

2. Material Contracts

The following contracts, not being contracts in the ordinary course of business, have been entered into by the Company and are, or may be, material:

- (a) *Management Agreement*
 - (i) By an agreement (the "Management Agreement") dated 18 July 2014 between the Manager and the Company, the Manager has agreed to perform portfolio management, risk management and certain other functions and services in respect of the Company and the Company's Portfolio and, in connection therewith, to act as the sole AIFM of the Company for the purposes of the AIFMD Rules.
 - (ii) The fees respectively payable to the Manager by the Company are set out under "CHARGES AND EXPENSES – Management Fee" on page 30.
 - (iii) The appointment of the Manager may be terminated by the Company or the Manager upon not less than 12 months' written notice and may be terminated by the Company or the Manager at any time if: (i) the other party is dissolved (except a voluntary dissolution for the purposes of reconstructing or amalgamation upon terms previously approved in writing by the other parties) or be unable to pay its debts or commit any act of bankruptcy or if a receiver is appointed of any of the assets of any party; (ii) the other party commits a material breach of any of its obligations under the Management Agreement without remedying such breach within thirty days of receipt of written notice from the other party requesting it to do so; or

(iii) the Manager ceases to be authorised by the FCA to act as an AIFM. In addition, the Manager may terminate the Management Agreement forthwith by notice in writing to the Company if: (i) the FCA requires the Manager to cease acting as the AIFM of the Company; (ii) the FCA requires the Investment Manager to cease acting as the delegate of the Manager; (iii) the Manager is unable to ensure compliance by the Company with any applicable law or regulation, including the applicable AIFMD Rules; (iv) the Company is in breach of the Management Agreement which breach results or, in the view of the Manager, may result in it or the Company not being in compliance with any applicable law or regulation, including any requirements under the AIFMD Rules (if any) as may apply to or in respect of it or them or investors in the Company; or (v) the Investment Manager is unable to continue to act as the delegate of the Manager under the Investment Management Agreement in compliance with applicable law or regulation.

(iv) The Company has indemnified the Manager and its delegates, agents and employees against all claims, damages, losses, judgments, amounts, costs, charges, liabilities and expenses whatsoever incurred by them (whether directly or indirectly) pursuant to or in connection with the Management Agreement unless due to their respective negligence, dishonesty, wilful default or fraud.

(b) *ACD Agreement*

(i) By an agreement (the "ACD Agreement") dated 30 January 2015 between the ACD and the Master Fund, the ACD has agreed to perform portfolio management, risk management and certain other functions and services in respect of the Master Fund and the Master Fund's Portfolio and, in connection therewith, to act as the sole AIFM of the Master Fund for the purposes of the AIFMD Rules and as the authorised corporate director of the Master Fund. Further details in respect of the ACD Agreement are set out in the prospectus of the Master Fund.

(c) *Investment Management Agreement*

(i) By an agreement (the "Investment Management Agreement") dated 18 July 2014 between the Manager and the Investment Manager, the Investment Manager has agreed to provide certain portfolio management services to the Manager in respect of the Company. The Investment Manager has also agreed to provide marketing services in respect of the Company.

(ii) The appointment of the Investment Manager may be terminated by either party upon not less than 12 months' written notice and may be terminated by either party at any time if: (a) the other party commits any material breach of the Investment Management Agreement and fails to remedy the breach within 30 days of receipt of written notice from the other party; (b) the other party goes into liquidation or if a receiver is appointed of any of the other party's assets; or (c) the Manager or the Investment Manager ceases to be authorised by the FCA. The Investment Management Agreement will terminate automatically if the Management Agreement is terminated.

(iii) The Manager has indemnified the Investment Manager and its agents, delegates and employees against all claims, damages, losses, judgments, amounts, costs, charges, liabilities and expenses whatsoever incurred by them (whether directly or indirectly) pursuant to or in connection with the Investment Management Agreement unless due to their respective negligence, dishonesty, wilful default or fraud.

(d) *Master Fund Investment Management Agreement*

(i) By an agreement (the "Master Fund Investment Management

Agreement”) dated 30 January 2015 between the Manager and the Investment Manager, the Investment Manager has agreed to provide certain portfolio management services to the Manager in respect of the Master Fund. Further details in respect of the Master Fund Investment Management Agreement are set out in the prospectus of the Master Fund.

(e) *Administration Agreement*

- (i) By an agreement (the “Administration Agreement”) dated 1 April 2021, between the Company and the Administrator as may be amended from time to time, the Administrator will act as administrator to the Company.
- (ii) Details of the fees and expenses payable to the Administrator are set out under “CHARGES AND EXPENSES – Administrator’s Fees and Expenses” on page 31 above.
- (iii) The Administration Agreement may be terminated by either party on 90 days’ prior written notice. In addition, the Administration Agreement may be terminated by the Company or the Administrator at any time immediately (i) in the event of the winding up of or the appointment of an administrator, examiner or receiver to the other or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction; or (ii) if the other shall commit any material breach of the provisions of the Administration Agreement and shall if capable of remedy not have remedied the same within 30 days after the service of notice requiring it to be remedied; or (iii) if the continued performance of the Administration Agreement for any reason ceases to be lawful.
- (iv) The Administration Agreement contains an indemnity in favour of the Administrator (which extends to its officers, employees, agents and sub-contractors) against any liabilities, losses, claims, costs, damages, penalties, fines, obligations, or reasonably incurred expenses of any kind whatsoever (including reasonable fees and legal expenses) which may be imposed on, incurred by or asserted against the Administrator or its officers, employees, agents and sub-contractors. The indemnity does not apply where the Administrator, its officers, employees, agents or sub-contractors have acted with negligence or engaged in fraud or wilful default. In addition, the Administration Agreement provides that the Administrator will not be liable for any loss of any nature whatsoever suffered by the Company or its Shareholders in connection with the performance or non-performance of its obligations and duties under the Administration Agreement except where that loss is the direct result of fraud, negligence, or wilful default on the part of the Administrator or any of their respective officers or employees.

(f) *Master Fund Administration Agreement*

- (i) By an agreement (the “Master Fund Administration Agreement”) between the Master Fund and the Master Fund Administrator, the Master Fund Administrator has been appointed as administrator to the Master Fund. Further details relating to the Master Fund Administrator are set out in the prospectus to the Master Fund.

(g) *Depository Agreement*

- (i) By an agreement (the “Depository Agreement”) dated 1 April 2021 between the Company and the Depository, the Depository has agreed to act as Depository to the Company and will provide custody services in relation to the assets of the Portfolio of the Company as well as general oversight services, cash flow monitoring and asset verification services, as described in further detail under “DEPOSITARY” on page 29 above.
- (ii) Details of fees and expenses payable to the Depository are set out under

“CHARGES AND EXPENSES – Depository’s Fees and Expenses” on page 31 above.

- (iii) The Depository Agreement may be terminated by any party giving 90 days’ (or such shorter notice period as such other parties may agree to accept) prior written notice or immediately: (i) in the event that any party shall go into liquidation (except for a voluntary liquidation for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the non-defaulting party) or the appointment of an administrator, liquidator, examiner or receiver to the other, or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction; or (ii) if any party shall commit any material breach of the provisions of the Depository Agreement and shall (if such breach is capable of remedy) not have remedied the same within 30 days after the service of notice requiring it to be remedied; or (iii) if fraud is proven against the Company or the Investment Manager; or (iv) if the continued performance of the Depository Agreement shall for any reason cease to be lawful.
- (iv) The Company has undertaken to indemnify and hold harmless the Depository (which extends to its directors, officers and employees) against any and all third party actions, proceedings, claims, costs, demands and reasonably incurred expenses which may be brought against suffered or incurred by Northern Trust other than as a result of Northern Trust’s fraud, wilful default or negligence.

(h) *Master Fund Depository Agreement*

- (i) By an agreement (the “Master Fund Depository Agreement”) dated 30 January 2015, the Master Fund Depository has been appointed as depository to the Master Fund. Further details relating to the Master Fund Depository are set out in the prospectus to the Master Fund.

3. Legal Implications of Contractual Relationships

The main legal implications of the contractual relationship entered into for the purpose of investment in the Company are as follows:

- (a) Upon an investor becoming a Shareholder, the Shareholder will be bound by the terms of the Articles which take effect as a contract between the Shareholders and the Company. Shareholders will have the rights and obligations set out in the Articles, the Law, this Information Memorandum and the Application Form.
- (b) The Articles may be amended by a special resolution of holders of the Shares as provided for under the Articles.
- (c) The Articles are subject to the laws of Guernsey.
- (d) The rights and restrictions that apply to a Shareholder’s Shares may be modified and/or additional terms agreed by way of side arrangements with the Company, Manager and/or Investment Manager (subject to such terms being consistent with the Articles). In certain cases these side arrangements may be governed by the laws of a different jurisdiction. However such side arrangements may not contravene the terms of the Information Memorandum, the Articles or Guernsey law generally.
- (e) The Company is established as an open ended investment company in Guernsey. The Company and all or substantially all of the directors, officers and other persons acting for the Company are expected to be located outside a Shareholder’s local jurisdiction and, as a result, it may not be possible for such Shareholder to effect service of process within that jurisdiction upon the Company or such persons. All or a substantial portion of the assets of the Company, and such other persons, will be located outside of such local jurisdiction and, as a result, it may not be possible to satisfy a judgment against the Company or such

persons in such local jurisdiction or to enforce a judgment obtained in the local jurisdiction's courts against the Company or persons outside of such Shareholder's local jurisdiction.

For additional information on the main legal implications of the contractual relationship entered into for the purpose of investments, prospective investors must also review the Articles and the Application Form.

4. Directors, Promoters and Interests

- (a) There are no service contracts in existence between the Company and any of its Directors, nor are any such contracts proposed.
- (b) The Directors' fees for the Company for the current year shall be capped at a maximum of £80,000 per annum in aggregate. Directors may waive and/or assign their fees to their employers. Fees payable to the Directors may be increased from time to time.
- (c) No Director nor, to his knowledge, any of his connected persons, has any interest, direct or indirect, in the promotion of, or in any assets which have been or are proposed to be acquired or disposed of by, or leased to, the Company, and save as disclosed herein no Director is materially interested in any contract or arrangement subsisting at the date thereof which is unusual in its nature or significant to the business of the Company.
- (e) Any Director shareholdings will be declared in the annual audited accounts of the Company.
- (f) No loan or guarantee has been granted or provided by the Company to any Director.

5. Fair Treatment of Shareholders and Shareholder Rights

Shareholders will have the rights and obligations set out in the Company's Articles, the Law, this Information Memorandum and the Application Form.

None of the agreements appointing the Manager, the Investment Manager, the Depositary, the Auditors, legal counsel or any other of the Company's service providers provide for any third party rights for Shareholders. Absent a direct contractual relationship between a Shareholder and a service provider, Shareholders generally have no direct rights against the relevant service provider and there are only very limited circumstances in which a Shareholder may potentially bring a claim against a service provider.

The Manager and Investment Manager do not generally have a direct obligation to ensure fair treatment of investors. However, as a general matter, the Directors owe certain fiduciary duties to the investors in the Company, which require them, among other things, to act in good faith and in what they consider to be the best interests of the Company. In doing so, the Directors will act in a manner that ensures the fair treatment of investors.

Under the AIFMD Rules, the Manager must treat all Shareholders fairly. The Manager ensures the fair treatment of Shareholders through its decision-making procedures and organisational structure which (1) identify any preferential treatment, or the right thereto, accorded to Shareholders and (2) ensure that any such preferential treatment does not result in an overall disadvantage to other Shareholders.

In addition, the Manager monitors the terms of side arrangements entered into with Shareholders in relation to their investment in the Company to seek to ensure the fair treatment of Shareholders. In so doing, the Manager takes into consideration whether such side arrangements are in accordance with side arrangements previously entered into.

6. Preferential Treatment of Shareholders

The Company and/or the Manager and/or the Investment Manager have entered into and/or may enter into side letters in relation to the Company with individual Shareholders. Such side letters may provide investors with preferential rights including *inter alia*, relating to fees, provision of additional information, individual investor approval requirements and transfer rights. A description of the material terms of such side letters, the type of investors who obtain such preferential treatment and (if relevant) their legal or economic links with the Company, the Manager and/or the Investment Manager is available to any investor or prospective investor on request to the Investment Manager.

In entering into any side letters on behalf of the Company, the Directors will act in the best interests of the Company as a whole.

7. Periodic Disclosures

The following information will be disclosed to Shareholders in the annual report and may be provided at other times by way of supplementary disclosure by the Manager to Shareholders (which may be made on the Manager's website: www.columbiathreadneedle.com in accordance with the AIFMD Rules:

- (a) the percentage of the Company's and/or the Master Fund's assets that are subject to special arrangements arising from their illiquid nature;
- (b) any new arrangements for managing the liquidity of the Company and/or the Master Fund;
- (c) the current risk profile of the Company and/or the Master Fund and the risk management systems employed by the AIFM to manage those risks; and
- (d) the total amount of leverage employed by the Company and/or the Master Fund.

Any changes to the following information will be disclosed by the Manager to Shareholders without undue delay at www.columbiathreadneedle.com, by email or otherwise:

- (a) the maximum level of leverage which the Manager may employ on behalf of the Company and/or the Master Fund; and
- (b) the right of re-use of collateral or any changes to any guarantee granted under any leveraging arrangement in relation to the Company and/or the Master Fund.

Information on the performance of each Class for the preceding 5 years is available to any Shareholder or prospective Shareholder on request to the Manager.

8. Regulation of the Company

The Company is an open-ended investment company governed by the provisions of the Companies Law. The Company has been authorised by the Commission as a Class B Scheme under the Law. In giving this authorisation the Commission does not vouch for the financial soundness of the Company or for the correctness of any statements made or opinions expressed with regard.

9. Meetings and Notices

General meetings of Shareholders will be held in the Guernsey unless otherwise notified and will be convened by not less than 14 days' notice given by airmail letter sent to the registered address of each Shareholder.

10. General

- (a) As at the date of this Information Memorandum the Company has no litigation, arbitration or claim of material importance pending or, so far as the Directors are aware, threatened against it.

- (b) The Company does not, nor does it expect to, have any employees.
- (c) No Director has:
 - (i) any unspent convictions in relation to indictable offences; or
 - (ii) been bankrupt or the subject of a voluntary arrangement, or has had a receiver appointed to any asset of such Director; or subject as provided below, been a director of any company which, while he was a director with an executive function or within 12 months after he ceased to be a director with an executive function, had a receiver appointed or went into compulsory liquidation or creditors' voluntary liquidation or, subject as disclosed below, administration or company voluntary arrangements, or made any composition or arrangements with its creditors generally or with any class of its creditors; or
 - (iii) been a partner of any partnership, which while he was a partner or within twelve months after he ceased to be a partner, went into compulsory liquidation, administration or partnership voluntary arrangement, or had a receiver appointed to any partnership asset; or
 - (iv) had any public criticism by statutory or regulatory authorities (including recognised professional bodies); or
 - (v) been disqualified by a court from acting as a director or from acting in the management or conduct of affairs of any company.

11. Other Service Providers to the Company

Auditors

The Company has entered into an engagement letter with PricewaterhouseCoopers CI LLP ("PWC") whereby PWC agrees to provide annual audit services to the Company and to audit the Company's financial statements in accordance with International Financial Reporting Standards.

Registered Office Provider

The Administrator provides registered office services to the Company.

Counterparties, Brokers and Execution and Settlement Agents

A list of the Company's trading counterparties, brokers and execution and settlement agents is available upon request.

12. Documents for Inspection

Copies of the following documents will be available for inspection at the registered office of the Company during usual business hours on any weekday (Saturday and Sunday and public holidays excepted):-

- (a) the Memorandum and Articles of Incorporation of the Company;
- (b) the material contracts referred to in paragraph 2 above;
- (c) the Companies Law;
- (d) the Law;

- (e) when available, the latest audited financial statements of the Company; and
- (f) a list of the current and past directorships and partnerships held by each Director for the last five years.

13. Data Protection

The Company will control and protect personal data in accordance with the requirements of Regulation (EU) 2016/679, the General Data Protection Regulation ("GDPR") and the Data Protection (Bailiwick of Guernsey) Law, 2017, as amended, as described in greater detail in Columbia Threadneedle Investments' Privacy Code. A copy of these standards is available on www.columbiathreadneedle.com.

Appendix 1

Investment and borrowing powers of the Master Fund

The investment and borrowing powers set out below are those which apply to the Master Fund, as set out in the Master Fund's prospectus. All definitions included in this Appendix are set out in the Master Fund's prospectus. References in this Appendix to the "Company" means the Master Fund.

1. General

The Scheme Property of the Company will be invested with the aim of achieving the investment objective of the Company but subject to the limits set out in the Company's investment policy, this Prospectus and the limits set out in Chapter 5 of the COLL Sourcebook ("COLL 5") that are applicable to non-UCITS retail schemes. These limits apply to the Company as summarised below.

1.1 Prudent spread of risk

The ACD must ensure that, taking account of the investment objectives and policies of the Company, the Scheme Property aims to provide a prudent spread of risk.

1.2 Cover

1.21 Where the COLL Sourcebook allows a transaction to be entered into or an investment to be retained only (for example, investment in warrants and nil and partly paid securities and the general power to accept or underwrite) if possible obligations arising out of the investment transactions or out of the retention would not cause any breach of any limits in COLL 5, it must be assumed that the maximum possible liability of the Company under any other of those rules has also to be provided for.

1.22 Where a rule in the COLL Sourcebook permits an investment transaction to be entered into or an investment to be retained only if that investment transaction, or the retention, or other similar transactions, are covered:

1.2.2.1 it must be assumed that in applying any of those rules, the Company must also simultaneously satisfy any other obligation relating to cover; and

1.2.2.2 no element of cover must be used more than once.

2. Non-UCITS retail schemes - general

2.1 Subject to the investment objective and policy of the Company, the Scheme Property must, except where otherwise provided in COLL 5 only consist of any or all of:

2.1.1 transferable securities;

2.1.2 money-market instruments;

2.1.3 units or shares in permitted collective investment schemes;

- 2.1.4 permitted derivatives and forward transactions;
 - 2.1.5 permitted deposits;
 - 2.1.6 gold (up to a limit of 10% of the value of the Scheme Property); and
 - 2.1.7 permitted immovables
- 2.2 Transferable securities and money-market instruments held within the Company must (subject to paragraph 2.5 of this Appendix) be:
- 2.2.1 admitted to or dealt on an eligible market as described below;
 - 2.2.2 be approved money-market instruments not admitted or dealt in on an eligible market below which satisfy the requirement of paragraphs 10 (Investment in money market instruments) and 12 (Appropriate information for money market instruments) in this Appendix;
 - 2.2.3 recently issued transferable securities provided that:
 - 2.2.3.1 the terms of issue include an undertaking that application will be made to be admitted on an eligible market; and
 - 2.2.3.2 such admission is secured within a year of issue.
- 2.3 The Company may invest in a transferable security only to the extent that the transferable security fulfils the following criteria:
- 2.3.1 the potential loss which the Company may incur with respect to holding the transferable security is limited to the amount paid for it;
 - 2.3.2 its liquidity does not compromise the ability of the ACD to comply with its obligation to redeem Shares at the request of any qualifying Shareholder under the FCA Rules;
 - 2.3.3 reliable valuation is available for it as follows:
 - 2.3.3.1 in the case of a transferable security admitted to or dealt in on an eligible market, where there are accurate, reliable and regular prices which are either market prices or prices made available by valuation systems independent from issuers;
 - 2.3.3.2 in the case of a transferable security not admitted to or dealt in on an eligible market, where there is a valuation on a periodic basis which is derived from information from the issuer of the transferable security or from competent investment research;
 - 2.3.4 appropriate information is available for it as follows:
 - 2.3.4.1 in the case of a transferable security admitted to or dealt in on an eligible market, where there is regular, accurate and comprehensive information available to the market on the transferable security or, where relevant, on the portfolio of the

- transferable security;
- 2.3.4.2 in the case of a transferable security not admitted to or dealt in on an eligible market, where there is regular and accurate information available to the ACD on the transferable security or, where relevant, on the portfolio of the transferable security;
- 2.3.5 it is negotiable; and
- 2.3.6 its risks are adequately captured by the risk management process of the ACD.
- 2.4 Unless there is information available to the ACD that would lead to a different determination, a transferable security which is admitted to or dealt in on an eligible market shall be presumed:
 - 2.4.1 not to compromise the ability of the ACD to comply with its obligation to redeem Shares at the request of any qualifying Shareholder; and
 - 2.4.2 to be negotiable.
- 2.5 Not more than 20% in value of the Scheme Property is to consist of transferable securities, which are not approved securities (aggregated with the value of the Scheme Property which can be invested in unregulated collective investment schemes as set out in paragraph 8.5).
- 2.6 The requirements on spread of investments generally and in relation to investment in government and public securities, do not apply until 12 months after the later of:
 - 2.6.1 the date when the authorisation order in respect of the Company takes effect; and
 - 2.6.2 the date the initial offer commenced,
- 2.7 provided that the requirement to maintain prudent spread of risk in paragraph 1.1 of this Appendix is complied with.
- 2.8 Up to 5% of the Scheme Property of the Company may be invested in warrants.

3. Closed end funds constituting transferable securities

- 3.1 A unit or a share in a closed end fund shall be taken to be a transferable security for the purposes of investment by the Company, provided it fulfils the criteria for transferable securities set out in paragraph 2.3 and 2.4 and either:
 - 3.1.1 where the closed end fund is constituted as an investment company or a unit trust:
 - 3.1.1.1 it is subject to corporate governance mechanisms applied to companies; and
 - 3.1.1.2 where another person carries out asset management activity on its behalf, that person is subject to national regulation for the purpose of investor protection; or

- 3.1.2 where the closed end fund is constituted under the law of contract:
 - 3.1.2.1 it is subject to corporate governance mechanisms equivalent to those applied to companies; and
 - 3.1.2.2 it is managed by a person who is subject to national regulation for the purpose of investor protection.

4. Transferable securities linked to other assets

- 4.1 The Company may invest in any other investment which shall be taken to be a transferable security for the purposes of investment by the Company provided the investment:
 - 4.1.1 fulfils the criteria for transferable securities set out in 2.3 and 2.4 above; and
 - 4.1.2 is backed by or linked to the performance of other assets, which may differ from those in which the Company can invest.
- 4.2 Where an investment in 4.1 contains an embedded derivative component, the requirements of this section with respect to derivatives and forwards will apply to that component.

5. Eligible markets regime: purpose

- 5.1 To protect investors the markets on which investments of the Company are dealt in or traded on should be of an adequate quality ("eligible") at the time of acquisition of the investment and until it is sold.
- 5.2 Where a market ceases to be eligible, investments on that market cease to be approved securities. The 20% restriction on investing in non-approved securities applies and exceeding this limit because a market ceases to be eligible will generally be regarded as an inadvertent breach.
- 5.3 A market is eligible for the purposes of the rules if it is:
 - 5.3.1 a regulated market as defined in the FCA Rules; or
 - 5.3.2 a market in an EEA State which is regulated, operates regularly and is open to the public.
- 5.4 A market not falling within paragraph 5.3 of this Appendix is eligible for the purposes of COLL 5 if:
 - 5.4.1 the ACD, after consultation and notification with the Depositary, decides that market is appropriate for investment of, or dealing in, the Scheme Property;
 - 5.4.2 the market is included in a list in the Prospectus; and
 - 5.4.3 the Depositary has taken reasonable care to determine that:
 - 5.4.3.1 adequate custody arrangements can be provided for the

investment dealt in on that market; and

5.4.3.2 all reasonable steps have been taken by the ACD in deciding whether that market is eligible.

5.5 In paragraph 5.4.1, a market must not be considered appropriate unless it is regulated, operates regularly, is recognised, is open to the public, is adequately liquid and has adequate arrangements for unimpeded transmission of income and capital to or for the order of investors.

6. Spread: general

6.1 This rule on spread does not apply to government and public securities.

6.2 Not more than 20% in value of the Scheme Property of the Company is to consist of deposits with a single body.

6.3 Not more than 10% in value of the Scheme Property of the Company is to consist of transferable securities or money-market instruments issued by any single body subject to COLL 5.6.23R (Schemes replicating an index).

6.4 The limit of 10% in paragraph 6.3 above is raised to 25% in value of the Scheme Property of the Company in respect of covered bonds (the Company does not currently invest in covered bonds).

6.5 In applying paragraph 6.3, certificates representing certain securities are to be treated as equivalent to the underlying security.

6.6 Not more than 35% in value of the Scheme Property of the Company is to consist of the units or shares of any one collective investment scheme.

6.7 The exposure to any one counterparty in an OTC derivative transaction must not exceed 10% in value of the Scheme Property of the Company.

6.8 For the purpose of calculating the limit in paragraph 6.7, the exposure in respect of an OTC derivative may be reduced to the extent that collateral is held in respect of it if the collateral meets each of the following conditions:

6.8.1 it is marked-to-market on a daily basis and exceeds the value of the amount at risk;

6.8.2 it is exposed only to negligible risks (e.g. government bonds of first credit rating or cash) and is liquid;

6.8.3 it is held by a third party custodian not related to the provider or is legally secured from the consequences of a failure of a related party; and

6.8.4 can be fully enforced by the Company at any time.

6.9 For the purposes of calculating the limits in paragraph 6.7, OTC derivative positions with the same counterparty may be netted provided that the netting procedures:

6.9.1 comply with the conditions set out in Section 3 (Contractual netting

- (Contracts for novation and other netting agreements)) of Annex III to the Banking Consolidation Directive; and
- 6.92 are based on legally binding agreements.
- 6.10 In applying this paragraph (Spread: general), all derivatives transactions are deemed to be free of counterparty risk if they are performed on an exchange where the clearing house meets each of the following conditions:
- 6.10.1 it is backed by an appropriate performance guarantee; and
- 6.10.2 it is characterised by a daily mark-to-market valuation of the derivative positions and at least daily margining.

7. Spread: government and public securities

- 7.1 The following section applies in respect of a transferable security or an approved money market instrument ("such securities") that is issued or guaranteed by:
- 7.1.1 an EEA State; or
- 7.1.2 a local authority of an EEA State; or
- 7.1.3 a non-EEA State; or
- 7.1.4 a public international body to which one or more EEA States belong.
- 7.2 Where no more than 35% in value of the Scheme Property is invested in such securities issued by any one body, there is no limit on the amount which may be invested in such securities or in any one issue.
- 7.3 The Company may invest more than 35% in value of the Scheme Property in such securities issued by any one body provided that:
- 7.3.1 the ACD has before any such investment is made consulted with the Depositary and as a result considers that the issuer of such securities is one which is appropriate in accordance with the investment objective of the Company;
- 7.3.2 no more than 30% in value of the Scheme Property of the Company consists of such securities of any one issue;
- 7.3.3 the Scheme Property of the Company includes such securities issued by that or another issuer, of at least six different issues;
- 7.3.4 the disclosures in the Prospectus required by the FCA have been made.
- 7.4 In giving effect to the foregoing object more than 35% of the Scheme Property may be invested in Government and other public securities issued or guaranteed by those issues set out in Appendix II of the prospectus of the Master Fund.

8. Investment in collective investment schemes

- 8.1 No more than 10% of the value of the Scheme Property of the Company may be

invested in units or shares in other collective investment schemes ("Second Scheme") provided that the Second Scheme satisfies all of the requirements of paragraphs 8.1.1 to 8.1.5.

- 8.1.1 The Second Scheme must:
 - 8.1.1.1 satisfy the conditions necessary for it to enjoy the rights conferred by the UCITS Directive; or
 - 8.1.1.2 be authorised as a non-UCITS retail scheme; or
 - 8.1.1.3 be a recognised scheme;
 - 8.1.1.4 be constituted outside the United Kingdom and have investment and borrowing powers which are the same or more restrictive than those of a non-UCITS retail scheme; or
 - 8.1.1.5 be a scheme not falling within paragraphs 8.1.1.1 to 8.1.1.4 and in respect of which no more than 20% in value of the Scheme Property (including any transferable securities which are not approved securities) is invested.
- 8.1.2 The Second Scheme is a scheme which operates on the principle of the prudent spread of risk.
- 8.1.3 The Second Scheme is prohibited from having more than 15% in value of the scheme property consisting of units or shares in collective investment schemes.
- 8.1.4 The participants in the Second Scheme must be entitled to have their units or shares redeemed in accordance with the scheme at a price related to the net value of the property to which the units or shares relate and determined in accordance with the scheme.
- 8.1.5 Where the Second Scheme is an umbrella, the provisions in paragraphs 8.1.2 to 8.1.4 apply to the Company as if it were a separate scheme.
- 8.2 Investment may only be made in other collective investment schemes managed by the ACD or an associate of the ACD if the Prospectus of the Company clearly states that the Company may enter into such investments and the rules on double charging contained in the COLL Sourcebook are complied with.
- 8.3 The Company may, subject to the limit set out in paragraph 8.1 above, invest in collective investment schemes managed or operated by, or whose authorised corporate director is, the ACD of the Company or one of its associates.
- 8.4 For the avoidance of doubt, this applies only to regulated funds and not to, for example, REITs or closed-ended investment companies specialising in property.

9. Investment in nil and partly paid securities

A transferable security or an approved money-market instrument on which any sum is

unpaid falls within a power of investment only if it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the Company, at the time when payment is required, without contravening the rules in COLL5.

10. Investment in money-market instruments

10.1 The Company may invest up to 100% in money-market instruments which are within the provisions of 2.2 above or 10.2 below and subject to the limit of 20% referred to in 6.2 above, which are normally dealt in or on the money-market, are liquid and whose value can be accurately determined at any time.

10.2 In addition to instruments admitted to or dealt in on an eligible market, the Company may invest in an approved money-market instrument provided it fulfils the following requirements:

1021 the issue or the issuer is regulated for the purpose of protecting investors and savings; and

1022 the instrument is issued or guaranteed in accordance with COLL 5.2.10BR.

10.3 The issue or the issuer of a money-market instrument, other than one dealt in on an eligible market, shall be regarded as regulated for the purpose of protecting investors and savings if:

1031 the instrument is an approved money-market instrument;

1032 appropriate information is available for the instrument (including Information which allows an appropriate assessment of the credit risks related to investment in it), in accordance with COLL 5.2.10CR; and

1033 the instrument is freely transferable.

11. Issuers and guarantors of money-market instruments

11.1 The Company may invest in an approved money-market instrument if it is:

11.1.1 issued or guaranteed by any one of the following:

11.1.1.1 a central authority of an EEA State or, if the EEA State is a federal state, one of the members making up the federation;

11.1.1.2 a regional or local authority of an EEA State;

11.1.1.3 the European Central Bank or a central bank of an EEA State;

11.1.1.4 the European Union or the European Investment Bank;

11.1.1.5 a non-EEA State or, in the case of a federal state, one of the members making up the federation;

11.1.1.6 a public international body to which one or more EEA States belong; or

- 11.12 issued by a body, any securities of which are dealt in on an eligible market; or
 - 11.13 issued or guaranteed by an establishment which is:
 - 11.1.3.1 subject to prudential supervision in accordance with criteria defined by European Community law; or
 - 11.1.3.2 subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by European Community law.
- 11.2 An establishment shall be considered to satisfy the requirement in 11.1.3.2 if it is subject to and complies with prudential rules, and fulfils one or more of the following criteria:
- 11.21 it is located in the European Economic Area;
 - 11.22 it is located in an OECD country belonging to the Group of Ten;
 - 11.23 it has at least investment grade rating;
 - 11.24 on the basis of an in-depth analysis of the issuer, it can be demonstrated that the prudential rules applicable to that issuer are at least as stringent as those laid down by European Community law.

12. Appropriate information for money-market instruments

- 12.1 In the case of an approved money-market instrument within 11.1.2 or issued by a body of the type referred to in COLL 5.2.10EG, or which is issued by an authority within 11.1.1.2 or a public international body within 11.1.1.6 but is not guaranteed by a central authority within 11.1.1.1, the following information must be available:
- 12.1.1 information on both the issue or the issuance programme, and the legal and financial situation of the issuer prior to the issue of the instrument, verified by appropriately qualified third parties not subject to instructions from the issuer;
 - 12.1.2 updates of that information on a regular basis and whenever a significant event occurs; and
 - 12.1.3 available and reliable statistics on the issue or the issuance programme.
- 12.2 In the case of an approved money-market instrument issued or guaranteed by an establishment within 11.1.3, the following information must be available:
- 12.2.1 information on the issue or the issuance programme or on the legal and financial situation of the issuer prior to the issue of the instrument;
 - 12.2.2 updates of that information on a regular basis and whenever a significant event occurs; and
 - 12.2.3 available and reliable statistics on the issue or the issuance programme, or other data enabling an appropriate assessment of the credit risks related to investment in those instruments.

- 12.3 In the case of an approved money-market instrument:
- 12.3.1 within 11.1.1.1, 11.1.1.4 or 11.1.1.5; or
- 12.3.2 which is issued by an authority within 11.1.1.2 or a public international body within 11.1.1.6 and is guaranteed by a central authority within 11.1.1.1;
- 12.4 information must be available on the issue or the issuance programme, or on the legal and financial situation of the issuer prior to the issue of the instrument.

13. Leverage

- 13.1 This section explains in what circumstances and how the ACD may use leverage in respect of the Company, the different leverage calculation methods and maximum level of leverage permitted.
- 13.2 Leverage when used in this Prospectus means the following sources of leverage can be used when managing the Company:
- 1321 cash borrowing, subject to the restrictions set out in paragraph 26 ("Borrowing");
- 1322 financial derivative instruments and reinvestment of cash collateral in the context of securities lending, subject in each case to paragraphs 14 ("Derivatives: General"), 16 ("Permitted transactions (derivatives and forwards)"), 18 ("Transactions for the purchase of property"), 19 ("Requirement to cover sales"), 20 ("OTC transactions in Derivatives"), 25 ("Cover for investment in derivatives and forward transactions") and 26 ("Borrowing").
- 13.3 The ACD is required to calculate and monitor the level of leverage of the Company, expressed as a ratio between the exposure of the Company and its Net Asset Value (Exposure/NAV), under both the gross method and the commitment method.
- 13.4 Under the gross method, the exposure of the Company is calculated as follows:
- 1341 include the sum of all assets purchased, plus the absolute value of all liabilities;
- 1342 exclude cash and cash equivalents which are highly liquid investments held in the base currency of the Company, that are readily convertible to a known amount of cash, are subject to an insignificant risk of change in value and provide a return no greater than the rate of a three month high quality bond;
- 1343 derivative instruments are converted into the equivalent position in their underlying assets;
- 1344 exclude cash borrowings that remain in cash or cash equivalents and where the amounts payable are known;
- 1345 include exposures resulting from the reinvestment of cash borrowings, expressed as the higher of the market value of the investment realised or the total amount of cash borrowed; and

- 1346 include positions within repurchase or reverse repurchase agreements and securities lending or borrowing or other similar arrangements.
- 13.5 Under the commitment method, the exposure of the Company is calculated in the same way as under the gross method; however, where "hedging" offsets risk and "netting" eliminates risk, these values are not included.
- 13.6 Further information regarding these different leverage calculation methods can be found in the AIFMD and the information on Risk Management Process which is available upon request.
- 13.7 The maximum level of leverage which a Fund may employ, calculated in accordance with the gross and commitment methods, is stated in this Appendix I.
- 13.8 In addition, the total amount of leverage employed by the Company will be disclosed in the annual report.

14. Derivatives: general

The Company may use derivatives for investment purposes to maximise the return on non-property assets in the Company and is not restricted to derivatives based on property assets or returns. The exposure to the underlying assets must be within the investment limits set by the Regulations and the Company must have property suitable to cover its total exposure, taking into account the value of the underlying assets, any reasonable foreseeable market movement, counterparty risk and the time available to liquidate any positions.

As non-property assets will be held awaiting investment in property or to provide liquidity to service redemption requests strategies will be generally short term with limited risk to capital. It is not intended that the use of derivatives in this way will cause the Net Asset Value of the Company to have high volatility or otherwise cause the existing risk profile to change. However, where derivatives are used for investment purposes, there remains a possibility that the share price of the Company may be more volatile than would otherwise have been the case.

The Company's ability to obtain appropriate returns from its derivatives strategies will depend on the availability of investment opportunities with appropriate risk characteristics, including the credit standing of counterparties.

- 14.1 A transaction in derivatives or a forward transaction must not be effected for the Company unless the transaction is of a kind specified in paragraph 16 below (Permitted transactions (derivatives and forwards)); and the transaction is covered, as required by paragraph 25 (Cover for transactions in derivatives and forward transactions).
- 14.2 Where the Company invests in derivatives, the exposure to the underlying assets must not exceed the limits set out in the COLL Sourcebook in relation to spread (COLL 5.2.11R Spread: general, COLL 5.2.12R Spread: government and public securities) except for index based derivatives where the rules below apply.
- 14.3 Where a transferable security or approved money-market instrument embeds a derivative, this must be taken into account for the purposes of complying with this section.
- 14.4 A transferable security or an approved money-market instrument will embed a derivative if it contains a component which fulfils the following criteria:
- 1441 by virtue of that component some or all of the cash flows that otherwise would

be required by the transferable security or approved money-market instrument which functions as host contract can be modified according to a specified interest rate, financial instrument price, foreign exchange rate, index of prices or rates, credit rating or credit index or other variable, and therefore vary in a way similar to a stand-alone derivative;

- 14.42 its economic characteristics and risks are not closely related to the economic characteristics and risks of the host contract; and
 - 14.43 it has a significant impact on the risk profile and pricing of the transferable security or approved money-market instrument.
- 14.5 A transferable security or an approved money-market instrument does not embed a derivative where it contains a component which is contractually transferable independently of the transferable security or the approved money-market instrument. That component shall be deemed to be a separate instrument.
- 14.6 Where the Company invests in an index based derivative, provided the relevant index falls within COLL 5.6.2R (Relevant Indices) the underlying constituents of the index do not have to be taken into account for the purposes of COLL 5.6.7R and COLL 5.6.8R.

15. Efficient Portfolio Management

- 15.1 The Company may use its property to enter into transactions for the purposes of EPM. Permitted EPM transactions (excluding stock lending arrangements) are transactions in derivatives (i.e. options, futures, forward transactions or contracts for differences) dealt in or traded on an eligible market; off-exchange options or contracts for differences; or synthetic futures in certain circumstances. The eligible markets for the Company are set out in Appendix II of the prospectus of the Master Fund.
- 15.2 Any forward transactions must be with an approved counterparty (eligible institutions, money market institutions etc). A derivatives or forward transaction which would or could lead to delivery of property to the Depositary may be entered into only if such property can be held by the Company, and the ACD reasonably believes that delivery of the property pursuant to the transaction will not lead to a breach of the COLL Sourcebook.
- 15.3 There is no limit on the amount of the property which may be used for EPM but the transactions must satisfy the three broadly based requirements set out below:
- 15.3.1 A transaction must be reasonably believed by the ACD to be economically appropriate to the efficient portfolio management of the Company. This means that, for transactions undertaken to reduce risk or cost (or both), the transaction alone or in combination will diminish a risk or cost of a kind or level that it is sensible to reduce.

EPM must not include speculative transactions.
 - 15.3.2 The purpose of an EPM transaction for the Company must be to achieve one of the following in respect of the Company:

Reduction of risk. This allows for the use of the technique of cross-currency

hedging in order to switch all or part of the property away from a currency the ACD considers unduly prone to risk, to another currency. This aim also permits the use of tactical asset allocation.

Reduction of cost. The aims of reduction of risk or cost, together or separately, allow the ACD on a temporary basis to use the technique of tactical asset allocation. Tactical asset allocation permits the ACD to undertake a switch in exposure by use of derivatives, rather than through the sale and purchase of the property. If a transaction for the Company relates to the acquisition or potential acquisition of transferable securities, the ACD must intend that the Company should invest in transferable securities within a reasonable time and the ACD must thereafter ensure that, unless the position has itself been closed out, that intention is realised within that reasonable time.

The generation of additional capital or income for the Company (so called "enhancement strategies") with an acceptably low level of risk. There is an acceptably low level of risk in any case where the ACD reasonably believes that the Company is certain (or certain barring events which are not reasonably foreseeable) to derive a benefit. The generation of additional capital or income may arise out of taking advantage of price imperfections or from the receipt of a premium for writing covered call or covered put options (even if the benefit is obtained at the expense of the chance of yet greater benefit) or pursuant to stock lending arrangements as permitted by the COLL Sourcebook (see below).

The relevant purpose must relate to property (whether precisely identified or not) which is to be or is proposed to be acquired for the Company or anticipated cash receipts of the Company, if due to be received at some time and likely to be received within one month.

16. Permitted transactions (derivatives and forwards)

16.1 A transaction in a derivative must be:

16.1.1 in an approved derivative; or

16.1.2 be one which complies with paragraph 20 (OTC transactions in derivatives).

16.2 A transaction in a derivative must have the underlying consisting of any one or more of the following to which the Company is dedicated:

16.2.1 transferable securities;

16.2.2 money-market instruments;

16.2.3 deposits;

16.2.4 permitted derivatives under this paragraph;

16.2.5 collective investment scheme units permitted under paragraph 8 (Investment in collective investment schemes);

16.2.6 permitted immovables;

- 16.27 gold;
 - 16.28 financial indices which satisfy the criteria set out in COLL 5.2.20R;
 - 16.29 interest rates;
 - 16.2.10 foreign exchange rates; and
 - 16.2.11 currencies.
- 16.3 The exposure to the underlyings in paragraph 16.2 above must not exceed the limits in paragraphs 6 and 7 above.
 - 16.4 A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market.
 - 16.5 A transaction in a derivative must not cause the Company to diverge from its investment objectives as stated in the Instrument of Incorporation and the most recently published version of this Prospectus.
 - 16.6 A transaction in a derivative must not be entered into if the intended effect is to create the potential for an uncovered sale of transferable securities, money-market instruments, units in collective investment schemes, or derivatives, provided that a sale is not to be considered as uncovered if the conditions in paragraph 18 are satisfied.
 - 16.7 Any forward transaction must be with an Eligible Institution or an Approved Bank.

17. Financial indices underlying derivatives

- 17.1 The financial indices referred to in paragraph 16.2 are those which satisfy the following criteria:
 - 17.1.1 the index is sufficiently diversified;
 - 17.1.2 the index represents an adequate benchmark for the market to which it refers; and
 - 17.1.3 the index is published in an appropriate manner.
- 17.2 A financial index is sufficiently diversified if:
 - 17.2.1 it is composed in such a way that price movements or trading activities regarding one component do not unduly influence the performance of the whole index;
 - 17.2.2 where it is composed of assets in which the Company is permitted to invest, its composition is at least diversified in accordance with the requirements with respect to spread and concentration set out in this Appendix; and
 - 17.2.3 where it is composed of assets in which the Company cannot invest, it is diversified in a way which is equivalent to the diversification achieved by the requirements with respect to spread and concentration set out in this

Appendix.

- 17.3 A financial index represents an adequate benchmark for the market to which it refers if:
- 17.3.1 it measures the performance of a representative group of underlyings in a relevant and appropriate way;
 - 17.3.2 it is revised or rebalanced periodically to ensure that it continues to reflect the markets to which it refers, following criteria which are publicly available; and
 - 17.3.3 the underlyings are sufficiently liquid, allowing users to replicate it if necessary.
- 17.4 A financial index is published in an appropriate manner if:
- 17.4.1 its publication process relies on sound procedures to collect prices, and calculate and subsequently publish the index value, including pricing procedures for components where a market price is not available; and
 - 17.4.2 material information on matters such as index calculation, rebalancing methodologies, index changes or any operational difficulties in providing timely or accurate information is provided on a wide and timely basis.
- 17.5 Where the composition of underlyings of a transaction in a derivative does not satisfy the requirements for a financial index, the underlyings for that transaction shall where they satisfy the requirements with respect to other underlyings pursuant to paragraph 16.2 be regarded as a combination of those underlyings.

18. Transactions for the purchase of property

- 18.1 A derivative or forward transaction which will or could lead to the delivery of property for the account of the Company may be entered into only if that property can be held for the account of the Company, and the ACD having taken reasonable care determines that delivery of the property under the transaction will not occur or will not lead to a breach of the rules in the COLL Sourcebook.

19. Requirement to cover sales

- 19.1 No agreement by or on behalf of the Company to dispose of property or rights may be made unless the obligation to make the disposal and any other similar obligation could immediately be honoured by the Company by delivery of property or the assignment (or, in Scotland, assignation) of rights, and the property and rights above are owned by the Company at the time of the agreement. This requirement does not apply to a deposit.

20. OTC transactions in derivatives

- 20.1 Any transaction in an OTC derivative under paragraph 16.1.2 must be:
- 20.1.1 in a future or an option or a contract for differences
 - 20.1.2 with an approved counterparty; A counterparty to a transaction in derivatives is approved only if the counterparty is an Eligible Institution or an Approved

Bank; or a person whose permission (including any requirements or limitations), as published in the FCA Register or whose Home State authorisation, permits it to enter into the transaction as principal off- exchange;

- 20.13 on approved terms; the terms of the transaction in derivatives are approved only if, the ACD: carries out, at least daily, a reliable and verifiable valuation in respect of that transaction corresponding to its fair value and which does not rely only on market quotations by the counterparty; and can enter into one or more further transactions to sell, liquidate or close out that transaction at any time, at its fair value; and
- 20.14 capable of reliable valuation; a transaction in derivatives is capable of reliable valuation only if the ACD having taken reasonable care determines that, throughout the life of the derivative (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy:
- 20.1.4.1 on the basis of an up-to-date market value which the ACD and the Depositary have agreed is reliable; or
- 20.1.4.2 if the value referred to in paragraph 20.1.4.1 is not available, on the basis of a pricing model which the ACD and the Depositary have agreed uses an adequate recognised methodology; and
- 20.15 subject to verifiable valuation: a transaction in derivatives is subject to verifiable valuation only if, throughout the life of the derivative (if the transaction is entered into) verification of the valuation is carried out by:
- 20.1.5.1 an appropriate third party which is independent from the counterparty of the derivative at an adequate frequency and in such a way that the ACD is able to check it; or
- 20.1.5.2 a department within the ACD which is independent from the department in charge of managing the Scheme Property of the Company and which is adequately equipped for such a purpose.
- 20.2 For the purposes of paragraph 20.1.3, "fair value" is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction.

21. Risk management

- 21.1 The ACD uses a risk management process, enabling it to monitor and measure as frequently as appropriate the risk of the Company's positions and their contribution to the overall risk profile of the Company.

22. Investment limits for immovables

- 22.1 The Company may invest up to 100% in value of the scheme property in eligible immovables. The Company intends to invest in immovables both directly and indirectly, through transferable securities, collective investment schemes (including ETFs) and securities issued by intermediate property holding companies. These immovables will be UK commercial property. All investments will be made in the manner described in the

investment policy of the Company in this Appendix 1.

- 22.2 Not more than 15% in value of the Company is to consist of any one immovable. Immovables adjacent to or in the vicinity of another immovable included in the Scheme Property, or another legal interest in an immovable which is already in the Scheme Property, shall be deemed to be one immovable provided, in the opinion of an appropriate valuer, the total value of both immovables would at least equal the sum of the price payable for the immovable and the existing value of the other immovable. The figure of 15% may be increased to 25% once the immovable has been included in the Scheme Property.
- 22.3 Income received from any one group in an accounting period must not be attributable to immovables comprising (a) more than 25%; or (b) in the case of a government or public body, more than 35% of the value of the Scheme Property of the Company.
- 22.4 Not more than 20% in value of the Scheme Property of the Company is to consist of mortgaged immovables and any mortgage must not secure more than 100% of the valuation received from an appropriate valuer.
- 22.5 The aggregate of any mortgages under paragraph 22.4, any borrowings under paragraph 26 and any transferable securities which are not approved securities must not at any time exceed 20% of the value of Scheme Property.
- 22.6 The Company may invest up to 50% of its Scheme Property in immovables which are unoccupied and non-income producing or in the course of substantial development, redevelopment or refurbishment.
- 22.7 The Company may grant an option to a third party to buy an immovable in the Scheme Property provided the value of the relevant immovable does not exceed 20% of the value of the Scheme Property of the Company together with, where appropriate, the value of investments in (a) unregulated collective investment schemes; and (b) any transferable securities which are not approved securities.
- 22.8 Any furniture, fittings or other contents of any building may be regarded as part of the relevant immovable.
- 22.9 The ACD may undertake, where appropriate, property development and funding of such development to the extent permitted by COLL.

23. Investment in property

- 23.1 Any underlying investment in land or a building held within the property of the Company must be situated in the United Kingdom.
- 23.2 The ACD must take reasonable care to determine that the title to the underlying immovable is a good marketable title.
- 23.3 The ACD must have received a report from an appropriate valuer which contains a valuation of the underlying immovable (with and without any relevant subsisting mortgage) and which states that in the appropriate valuer's opinion the immovable would, if acquired by the Company or the intermediate investment vehicle, be capable of being disposed of in a reasonable timeframe at that valuer's valuation;

or

the ACD must have received a report from an appropriate valuer stating that the immovable is adjacent to, or in the vicinity of another immovable included in the Company or is another legal interest in an immovable which is already included in the property of the Company, and that in the opinion of the appropriate valuer, the total value of both immovables would at least equal the sum of the price payable for the immovable and the existing value of the other immovable.

- 23.4 An immovable must be bought or be agreed by enforceable contract to be bought within six months after receipt of the report of the appropriate valuer. An immovable must not be bought, if it is apparent to the ACD that the report of the appropriate valuer could no longer reasonably be relied on. An immovable must not be bought at more than 105% of the valuation for the relevant immovable in the report of the appropriate valuer.
- 23.5 In circumstances where in a particular jurisdiction it is practical to sell the underlying immovable together with the holding vehicle, the valuations referred to above may be of the holding vehicle and the property as its asset.
- 23.6 An appropriate valuer must be a person who has knowledge of and experience in the valuation of immovables of the relevant kind in the relevant area. In addition, an appropriate valuer must be qualified to be a standing independent valuer of a non-UCITS retail scheme or be considered by the Standing Independent Valuer (as such term is defined in the prospectus of the Master Fund) to hold an equivalent qualification. An appropriate valuer must also be independent of the ACD and the Depositary and must not have engaged himself or any of his associates in relation to the finding of the immovable for the Company.

24. Investments in deposits

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

25. Cover for investment in derivatives and forward transactions

- 25.1 The Company may invest in derivatives and forward transactions as long as the exposure to which the Company is committed by that transaction itself is suitably covered from within its Scheme Property. Exposure will include any initial outlay in respect of that transaction.
- 25.2 Cover ensures that the Company is not exposed to the risk of loss of property, including money, to an extent greater than the net value of its Scheme Property. Therefore, the Company must hold Scheme Property sufficient in value or amount to match the exposure arising from a derivative obligation to which the Company is committed. Detailed requirements for cover of the Company are set out below.
- 25.3 A future is to be regarded as an obligation to which the Company is committed (in that, unless closed out, the future will require something to be delivered, or accepted and paid for; a written option as an obligation to which the Company is committed (in that it gives the right of potential exercise to another thereby creating exposure); and a bought option as a right (in that the purchaser can, but need not, exercise the right to require the

writer to deliver and accept and pay for something).

- 25.4 Cover used in respect of one transaction in derivatives or forward transaction must not be used for cover in respect of another transaction in derivatives or a forward transaction.
- 25.5 A transaction in derivatives or forward transaction is to be entered into only if the maximum exposure, in terms of the principal or notional principal created by the transaction to which the scheme is or may be committed by another person is covered globally.
- 25.6 Exposure is covered globally if adequate cover from within the Scheme Property is available to meet the scheme's total exposure, taking into account the value of the underlying assets, any reasonably foreseeable market movement, counterparty risk, and the time available to liquidate any positions.
- 25.7 Cash not yet received into the Scheme Property but due to be received within one month is available as cover.
- 25.8 Property the subject of a stock lending transaction is only available for cover if the ACD has taken reasonable care to determine that it is obtainable (by return or re-acquisition) in time to meet the obligation for which cover is required.
- 25.9 The global exposure relating to derivatives held in the Company may not exceed the net value of the Scheme Property.

26. Borrowing

- 26.1 Cash obtained from borrowing, and borrowing which the ACD reasonably regards an Eligible Institution or an Approved Bank to be committed to provide, is available for cover under paragraph 25 of this Appendix as long as the normal limits on borrowing (see below) are observed.
- 26.2 Where, for the purposes of this paragraph the Company borrows an amount of currency from an Eligible Institution or an Approved Bank; and keeps an amount in another currency, at least equal to such borrowing for the time on deposit with the lender (or his agent or nominee), then this applies as if the borrowed currency, and not the deposited currency, were part of the Scheme Property, and the normal limits on borrowing under paragraph 30 (General power to borrow) of this Appendix do not apply to that borrowing.

27. Cash and near cash

- 27.1 Cash and near cash must not be retained in the Scheme Property except to the extent that, where this may reasonably be regarded as necessary in order to enable:
 - 27.1.1 the pursuit of the Company's investment objectives; or
 - 27.1.2 the redemption of shares; or
 - 27.1.3 efficient management of the Company in accordance with its investment objectives; or
 - 27.1.4 other purposes which may reasonably be regarded as ancillary to the

investment objective of the Company.

27.2 During the period of the initial offer the Scheme Property may consist of cash and near cash without limitation.

28. General

28.1 It is envisaged that the Company will normally be fully invested but there may be times that it is appropriate not to be fully invested when the ACD reasonably regards this as necessary in order to enable the redemption of units, efficient management of the Company or any one purpose which may reasonably be regarded as ancillary to the investment objectives of the Company.

28.2 Where the Company invests in or disposes of units or shares in another collective investment scheme which is managed or operated by the ACD or an associate of the ACD, the ACD must pay to the Company by the close of business on the fourth business day the amount of any preliminary charge in respect of a purchase, and in the case of a sale, any charge made for the disposal.

28.3 A potential breach of any of these limits does not prevent the exercise of rights conferred by investments held by the Company but, in the event of a consequent breach, the ACD must then take such steps as are necessary to restore compliance with the investment limits as soon as practicable having regard to the interests of Shareholders.

29. Underwriting

29.1 Underwriting and sub underwriting contracts and placings may also, subject to certain conditions set out in the COLL Sourcebook, be entered into for the account of the Company.

30. General power to borrow

30.1 The ACD may, on the instructions of the Company and subject to the COLL Sourcebook, borrow money from an Eligible Institution or an Approved Bank for the use of the Company on terms that the borrowing is to be repayable out of the Scheme Property. This power to borrow is subject to the obligation of the Company to comply with any restriction in the Instrument of Incorporation.

30.2 The ACD must ensure that borrowing does not, on any Business Day, exceed 10% of the value of the Company.

30.3 These borrowing restrictions do not apply to "back to back" borrowing for currency hedging purposes (i.e. borrowing permitted in order to reduce or eliminate risk arising by reason of fluctuations in exchange rates).

31. Restrictions on lending of money

31.1 None of the money in the Scheme Property may be lent and, for the purposes of this paragraph, money is lent by the Company if it is paid to a person ("the payee") on the basis that it should be repaid, whether or not by the payee.

31.2 Acquiring a debenture is not lending for the purposes of paragraph 31.1 nor is the placing of money on deposit or in a current account.

32. Restrictions on lending of property other than money

32.1 Scheme Property other than money must not be lent by way of deposit or otherwise.

32.2 Nothing in this paragraph prevents the Company or the Depositary at the request of the Company from lending, depositing, pledging or charging Scheme Property for margin requirements where transactions in derivatives or forward transactions are used for the account of the Company in accordance with COLL 5.

33. General power to accept or underwrite placings

33.1 Any power in COLL 5 to invest in transferable securities may be used for the purpose of entering into transactions to which this section applies, subject to compliance with any restriction in the Instrument of Incorporation. This section applies, to any agreement or understanding: which is an underwriting or sub-underwriting agreement, or which contemplates that securities will or may be issued or subscribed for or acquired for the account of the Company.

33.2 This ability does not apply to an option, or a purchase of a transferable security which confers a right to subscribe for or acquire a transferable security, or to convert one transferable security into another.

33.3 The exposure of the Company to agreements and understandings as set out above, on any business day be covered and be such that, if all possible obligations arising under them had immediately to be met in full, there would be no breach of any limit in the COLL Sourcebook.

34. Guarantees and indemnities

34.1 The Company or the Depositary for the account of the Company must not provide any guarantee or indemnity in respect of the obligation of any person.

34.2 None of the Scheme Property of the Company may be used to discharge any obligation arising under a guarantee or indemnity with respect to the obligation of any person.

34.3 Paragraphs 34.1 and 34.2 do not apply in respect of the Company to any indemnity or guarantee given for margin requirements where the derivatives or forward transactions are being used in accordance with COLL 5, and:

34.31 an indemnity falling within the provisions of regulation 62(3) (Exemptions from liability to be void) of the OEIC Regulations;

34.32 an indemnity (other than any provision in it which is void under regulation 62 of the OEIC Regulations) given to the Depositary against any liability incurred by it as a consequence of the safekeeping of any of the Scheme Property by it or by anyone retained by it to assist it to perform its function of the safekeeping of the Scheme Property; and

34.33 an indemnity given to a person winding up a scheme if the indemnity is given

for the purposes of arrangements by which the whole or part of the property of that scheme becomes the first property of the Company and the holders of units in that scheme become the first shareholders in the Company.