

THE OPEN-ENDED INVESTMENT COMPANIES REGULATIONS 2001

INSTRUMENT OF INCORPORATION

of

CT UK Property Authorised Investment Fund

**(An Open-Ended Investment Company with Variable Capital
Registered in England and Wales under
registered number IC000976)**

This Instrument is dated as at 4 July 2022

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INTERPRETATION

1. In this Instrument the words and expressions set out in the first column below shall have the meanings set opposite them unless the context requires otherwise. Words and expressions contained in this Instrument but not defined in this Instrument shall have the same meanings as in the Act or the Regulations (as defined below) (as the case may be) unless the contrary is stated.

Accumulation Shares	Shares (of whatever Class) in the Company as may be in issue from time to time in respect of which income allocated thereto is credited periodically to capital pursuant to the FCA Rules
ACD	the authorised corporate director holding office as such from time to time pursuant to the FCA Rules
Act	the Financial Services and Markets Act 2000 as amended from time to time
AIFM Regulations	the Alternative Investment Fund Managers Regulations 2013 (as amended from time to time);
AIFMD Level 2 Regulation	the UK version of Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision, which is part of UK law by virtue of the EUWA;
base currency	the currency in which the accounts of the Company are to be prepared in accordance with clause 20 of this Instrument provided that in the context of the price of a Share, reference to base currency shall be treated as a reference to the currency stated in the Prospectus as being the currency to be used for the purpose in question

body corporate	a body corporate incorporated under the laws of any part of the United Kingdom or any other territory, or an entity that is treated as a body corporate for tax purposes in accordance with the laws of a territory outside the United Kingdom with which arrangements have been entered into with a view to affording relief from double taxation and have effect by virtue of an Order in Council under section 788 of the Income and Corporation Taxes Act 1988 or in accordance with an international agreement containing such arrangements
Class	a class of Income Shares and/or Accumulation Shares as described in clause 24
COLL	a chapter of the COLL Sourcebook
COLL Sourcebook	the Collective Investment Schemes Sourcebook issued by the Financial Conduct Authority as part of their Handbook of rules made under the Act as amended from time to time
Company	CT UK Property Authorised Investment Fund
Depositary	the person appointed by the Company to whom all the Scheme Property (other than certain Scheme Property designated by the FCA Rules) of the Company is required to be entrusted for safe keeping subject to and in accordance with the OEIC Regulations
Directors	subject to clause 96 of this Instrument, the directors of the Company for the time being (including the ACD) or, as the case may be, the directors assembled as a board including any committee of such board

the European Union (Withdrawal) Act 2018;

EUWA

extraordinary resolution

a resolution of the Company in an extraordinary general meeting or of a Class meeting (as the case may be) passed by a majority of not less than three-quarters of the votes validly cast (whether on a show of hands or on a poll) for and against the resolution at such meeting

FCA Rules

the rules contained in the Collective Investment Schemes Sourcebook (or "COLL") and the Investment Funds Sourcebook (or "FUND") published by the FCA as part of their Handbook of rules under the Act which shall, for the avoidance of doubt, not include guidance or evidential requirements contained in the said sourcebooks

Feeder Fund

CT UK Property Authorised Trust

Gross Accumulation Shares

Accumulation Shares which are Gross Paying Shares

Gross Income Shares

Income Shares which are Gross Paying Shares

Gross Paying Shares

Shares (of whatever Class) in the Company as may be in issue from time to time and in respect of which income allocated thereto is credited periodically to capital (in the case of Accumulation Shares) or distributed periodically to the holders thereof (in the case of Income Shares) in either case in accordance with relevant tax law without any tax being deducted or accounted for by the Company

Income Shares

Shares (of whatever Class) in the Company as may be in issue from time to time in respect of which income allocated thereto is distributed periodically to the holders thereof pursuant to the FCA Rules

in writing		includes printing, lithography, photography, telex, facsimile, e-mail, media communications and any other form of transmission as enables the recipient to know and to record the time of receipt and to preserve a legible copy of such transmission, or partly in one such form and partly in another
Instrument		this instrument of incorporation, including the Schedule, as amended from time to time
Intermediate Vehicle	Holding	a company, trust or partnership but not a collective investment scheme, whose purpose is to enable the holding of overseas immovables on behalf of the Company
Limited Issue Shares		shares, which in accordance with the FCA Rules may only be issued at the times and in the circumstances specified in the prospectus
Net Accumulation Shares		Accumulation Shares which are Net Paying Shares
Net Asset Value or NAV		the value of the Scheme Property of the Company less the liabilities of the Company as calculated in accordance with this Instrument
Net Income Shares		Income Shares which are Net Paying Shares
Net Paying Shares		Shares (of whatever Class) in the Company as may be in issue from time to time and in respect of which income allocated thereto is credited periodically to capital (in the case of Accumulation Shares) or distributed periodically to the holders (in the case of Income Shares) in either case in accordance with relevant tax law net of any tax deducted or accounted for by the Company
OEIC Regulations		the Open-Ended Investment Companies Regulations 2001 (SI 2001/1228) as amended from time to time

ordinary resolution	a resolution of the Company in general meeting or of a Class meeting (as the case may be) passed by a simple majority of the votes validly cast (whether on a show of hands or on a poll) for and against the resolution at such meeting
PAIF Tax Regulations	the Authorised Investment Funds (Tax) Regulations 2006 (SI 2006/964), as amended from time to time
Prospectus	the prospectus of the Company as amended from time to time
Register or Register of Shareholders	the register of shareholders kept by or on behalf of the Company pursuant to paragraph 1(1) of Schedule 3 to the OEIC Regulations
Regulations	the Act, the OEIC Regulations, the AIFM Regulations, the AIFMD Level 2 Regulation and the FCA Rules
Schedule	the Schedule to this Instrument
Scheme Property	the property of the Company, except for tangible moveable property
Seal	the common seal, if any, of the Company in such form as may be adopted by the Directors from time to time
Share	a larger denomination Share or a smaller denomination Share (as the context requires) in the Company
Signed	includes signed by way of a signature or representation of a signature affixed by photographic, electronic or mechanical means or any other electronic evidence of assent, except where the content specifically requires otherwise

Valuation Point

Valuation Point means the point, whether on a periodic basis or for a particular valuation, decided by the Company, at which the ACD carries out a valuation of the property of the Company (as the case may be) for the purpose of determining the price at which shares of a Class may be issued, cancelled, sold or redeemed. The current Valuation Point is 12 noon UK time on each Dealing Day.

2. Any reference in this Instrument to any statute, statutory provision or regulation shall be construed as including a reference to any modification, amendment, extension, replacement or re-enactment thereof for the time being in force.
3. In this Instrument, words denoting the singular shall include the plural and vice versa. Words denoting one gender only shall include all genders. Words denoting persons shall include all legal entities such as companies and associations and unincorporated bodies of persons.
4. In this Instrument, the word "may" shall be construed as permissive and not as exhaustive and the word "shall" shall be construed as imperative.
5. The word "company" shall (unless the contrary intention is expressed) mean a body corporate including (without limitation) a company within the meaning of the FCA Rules.
6. The headings used in this Instrument are for convenience only, do not form part of, and shall not affect the construction of, this Instrument.
7. Any reference in this Instrument to clause numbers shall (unless the contrary intention is expressed) be construed as a reference to clauses of this Instrument.
8. Any reference in this Instrument to more than one Director, Directors in the plural or to a board or committee of Directors shall, during such time as the ACD is the sole Director, be read and construed as a reference to the ACD in its capacity as ACD.

CONSTITUTION

9. The head office of the Company is situated in England and Wales.
10. The Company is an open-ended investment company with variable share capital.
11. The assets of the Company belong exclusively to that Company and shall not be used to discharge directly or indirectly the liabilities of, or claims against, any

other person or body including the Company, and shall not be available for any such purpose.

12. The shareholders are not liable for the debts of the Company. A shareholder is not liable to make any further payment after he has paid the price of his Shares in the Company and no further liability can be imposed on him in respect of the Shares which he holds.
13. The Scheme Property of the Company is entrusted to a Depositary for safekeeping (subject to any exceptions permitted by the Regulations).
14. Charges or expenses of the Company may be taken out of Scheme Property

NAME

15. The name of the Company is CT UK Property Authorised Investment Fund.

OBJECT

16.
 - 16.1 The object of the Company is to be a property authorised investment fund in accordance with the PAIF Tax Regulations and to invest the scheme property into immovables (directly or indirectly), transferable securities, money market instruments, units in collective investment schemes, deposits, cash, near cash and derivative instruments and forward transactions in accordance with the FCA Rules applicable to the Company with the aim of spreading investment risk and giving its shareholders the benefit of the results of the management of that property. The limitations (if any) on the ability to invest in the above asset types and any concentration and spread limits in relation to them are disclosed in the Prospectus.
 - 16.2 The investment objective of the Company is to carry on property investment business (as defined in the PAIF Tax Regulations as amended from time to time) and to manage cash raised from investors for investment in the property investment business as further described below.

The objective of the Company is to obtain a total return based on income and capital appreciation predominantly through investment in certain kinds of real estate, property-related securities, government and public securities and units in collective investment schemes.
 - 16.3 Where the Company invests in overseas immovable property, such investment is to be made through an Intermediate Holding Vehicle or series of such vehicles in accordance with the FCA Rules. The purpose of such vehicles will be to enable the holding of overseas immovable property by the Company.

TYPE OF AUTHORISATION OF COMPANY

17. The Company is an AIF under the AIFM Regulations, a stand-alone non-UCITS retail scheme (NURS) for the purposes of the FCA Rules and a property authorised investment fund (PAIF) for the purposes of the PAIF Tax Regulations, as amended from time to time.

INVESTMENT IN ASSOCIATED COLLECTIVE INVESTMENT SCHEMES

18. Subject to and in accordance with the Regulations, the Company may invest in units of collective investment schemes which are managed or operated by (or, in the case of companies incorporated under the Regulations, have as their authorised corporate director) the ACD or an associate of the ACD.

INVESTMENT IN GOVERNMENT AND PUBLIC SECURITIES

19. The Company may be invested as to more than 35% in government and public securities issued by any one issuer or guaranteed by any one guarantor. The names of the states, local authorities and public international bodies in whose securities the Company may invest over 35% of its assets are Government and public securities issued by or on behalf of the Governments of the following states; Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Japan, Liechtenstein, Luxembourg, Netherlands, New Zealand, Northern Ireland, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom and United States, Asian Development Bank (ADB), Council of Europe Development Bank, Deutsche Ausgleichsbank (DTA), Eurotima, European Bank for Reconstruction and Development (EBRD), International Finance Corporation (IFC), Kreditanstalt Für Wiederaufbau (KfW) and Nordic Investment Bank (NIB).

ELIGIBLE MARKETS

- 20.
- 20.1 Subject to the Regulations, the Company has the power to invest in any securities market or deal on any derivatives market:
- 20.1.1 which is an eligible market under the FCA Rules; or
- 20.1.2 to the extent that the power to do so is conferred by the FCA Rules irrespective of any issue of eligibility.
- 20.2 The ACD after consultation with the Depositary and any Directors in addition to the ACD, may choose a market as one which is appropriate for the purpose of dealing in the Scheme Property. Any such market will be an eligible market for

the purposes of the FCA Rules and a list of such markets will be included in the Prospectus.

CURRENCY OF ACCOUNTS

21. The base currency of the Company is Pounds Sterling or such other currency or currencies as may be the lawful currency of England and Wales from time to time.

SHARE CAPITAL AND SHARE CLASSES

22. The capital of the Company shall be represented by Shares of no par value and shall at all times be equal to the Net Asset Value of the Company in the base currency.

23. The minimum capital of the Company shall be £100 and the maximum capital shall be £100,000,000,000.

- 24.1 The Company may from time to time issue Shares of different Classes. The rights attaching to each Class of Shares shall be as set out in this Instrument, the Prospectus and in the Regulations.

- 24.2 The Classes of Share which may presently be issued are:

24.2.1 Gross Accumulation Shares;

24.2.2 Gross Income Shares;

24.2.3 Net Accumulation Shares;

24.2.4 Net Income Shares;

24.2.5 limited issue Accumulation Shares;

24.2.6 limited issue Income Shares;

and for the avoidance of doubt each of the above may be further classified as Classes between "A" to "Z" (inclusive) or "Retail" or "Institutional" or "ISA" or "Hedged" Share Classes or under such other designation as the Directors shall by resolution from time to time decide. In addition, each of the above may be denominated in currencies other than the base currency to form further Classes of Share as the Directors shall by resolution from time to time decide. Further requirements including as to availability, minimum investment and holding levels may also be set out in the Prospectus from time to time.

- 24.3 The Company may issue Limited Issue Shares, and such Shares will be one of the types of Share set out in clause 24.2. The issue of such Shares shall be confined to the times and circumstances specified in the Prospectus. At no point

may there be in issue Shares of the Company which are Limited Issue Shares if at the same time there are in issue Shares which are not Limited Issue Shares in respect of the Company unless the FCA Rules permit the same.

- 24.4 The Classes of Shares available for issue are those set out in the Prospectus. The Directors may by resolution from time to time create Classes of Share which are additional to those set out in the Prospectus (whether or not falling within one of the Classes described above).
- 24.5 Subject to the Regulations, the Directors may at their discretion vary the terms of investment for an investor or number of investors which may amount to preferential treatment for the purposes of FUND, as disclosed for the purposes of FUND 3.2.2R. Where a Class is denominated in a currency which is not the base currency Shares shall be issued and redeemed and distributions paid on Shares of that Class in accordance with the Regulations, in the currency of that Class and statements of amounts of money or values included in statements and tax certificates shall also be given in the currency of that class (whether or not given in the base currency). Where for any purpose not specifically covered by the Regulations or this Instrument it is necessary to convert one currency into another, conversions shall be made at a rate of exchange decided by the ACD as being a rate that is not likely to result in any material prejudice to the interests of shareholders or potential shareholders.
25. For the avoidance of doubt, the rights attaching to a Class of Shares shall (unless otherwise expressly provided by the conditions of issue of such Shares) be deemed not to be varied by:
- 25.1 the creation, allotment or issue of further Shares of any Class ranking *pari passu* therewith;
- 25.2 the switching or conversion of Shares of any Class into Shares of another Class;
- 25.3 the creation, allotment, issue or redemption of Shares of another Class, provided that the interests of that other Class represent fairly the financial contributions and benefits of shareholders of that Class; or the exercise by the Directors of their powers under clause 26.

ISSUE AND CANCELLATION OF SHARES IN THE COMPANY

26. The ACD will issue or cancel Shares in the Company by making a record of the issue or cancellation of such Shares and the number of Shares in each class concerned. Subject to and in accordance with the Regulations, the issue or cancellation of Shares may take place through the Company directly.

IN SPECIE ISSUE AND CANCELLATION

27. The Depositary may take into or pay out of the Scheme Property assets other than cash as payment for the issue or cancellation of Shares but only if the Depositary has taken reasonable care to ensure that the property concerned would not be likely to result in any material prejudice to the interests of shareholders of the Company.

SALE AND REDEMPTION

- 28.
- 28.1 In accordance with the Regulations, the arrangements for the sale and redemption of Shares in the Company are set out in the Prospectus from time to time.
- 28.2 The deferral of any redemptions at a valuation point to the next Valuation Point is permitted and will be undertaken in accordance with the procedures for deferred redemption as detailed in the Prospectus from time to time.
- 28.3 The ACD may provide for the limited redemption of Shares provided that the Company provides for redemptions at least once in every six months. Different arrangements for the redemption of Shares may be applied to different Share Classes provided that there is no prejudice to the interests of any shareholder.

SUSPENSION OF DEALING IN THE COMPANY

29. The ACD may, with the prior agreement of the Depositary, and must without delay if the Depositary so requires, within any parameters which are fair and reasonable in respect of all the shareholders of the Scheme and which are set out in the Prospectus, temporarily suspend dealings in Shares in a Class, or the Company.
30. Any suspension within clause 29 above must only occur where the ACD has determined on reasonable grounds that there is good and sufficient reason in the interests of shareholders or potential shareholders and the ACD must have regard to the interests of all the shareholders in the Company in reaching such opinion.
31. The ACD and the Depositary shall ensure that the suspension only continues for as long as it is justified having regard to the interests of the shareholders. The ACD and the Depositary must formally review the suspension at least every 28 days and inform the FCA of the review and any changes to the information given to shareholders.

VALUATION AND PRICING

32.

- 32.1 The Company operates dual pricing. The valuation of the property of the Company on an issue basis is used to establish the share price of new Shares and the valuation of the property of the Company on a cancellation basis is used to establish the redemption price of Shares. The Net Asset Value of the property of the Company for these purposes will be determined and shareholders shall be informed of the applicable Net Asset Value in accordance with Part 1 of the Schedule to this Instrument and as described in the Prospectus.
- 32.2 The basis for the pricing of any Shares issued by the Company shall be forward pricing only in accordance with the Regulations.

SWITCHING AND CONVERSION OF SHARES

33. Subject to the provisions of this Instrument and the Prospectus any limitations on issue of any Shares in the Company, including but not limited to Limited Issue Shares any shareholder may give notice to the Company in such form as the Directors may from time to time determine (a "switching notice") of his desire to switch all or some of his Shares of one Class (the "original shares") for Shares of another Class (the "new shares"). For the avoidance of doubt, no Shareholder may switch any Shares to Limited Issue Shares unless at the time of the switching notice given by him there is no limitation on the issue of such Shares in force. A Shareholder may also give notice to the Company in such form as the Directors may from time to time determine ("a conversion notice") of his desire to convert one Class issued in respect of any Fund for Shares of another Class issued in respect of the same Fund. Conversions shall be conducted as described in the Prospectus of the Company from time to time.
34. Upon receipt by the Company of a switching notice the ACD shall arrange for the Company to cancel (or, except when the terms relating to such Shares require otherwise at its discretion, the ACD shall itself redeem) the original shares and issue (or, at its discretion, the ACD shall sell to the shareholder) such number of new shares as is arrived at by reference to clause 37 provided that, so far as this Instrument and the Regulations allow and subject to clause 38, the Directors may impose such restrictions as to the Classes for which switching may be effected and may make switching subject to such charge, as they shall determine. The Directors may refuse to give effect to a switch in any case where they would be entitled by the Regulations to refuse to give effect to a request by the Shareholder for the redemption or cancellation of the original shares or the issue of new shares.

35. Switching of the original shares specified in a switching notice shall take place in the same way as other dealings in Shares are conducted as described in the Prospectus from time to time.
36. For the purposes of this clause and for the avoidance of doubt, the ACD shall be construed as the shareholder of all Shares (other than bearer Shares) in the Company which are in issue and in respect of which no other person's name is entered on the register.
37. Subject to clauses 38 and 46 the Directors shall determine the number of new shares to be issued or sold to the shareholder on a switch in accordance with the following formula:

$$N = O \times \frac{(CP \times ER)}{SP}$$

SP

where:

- N is the number of new shares to be issued or sold (rounded down to the nearest whole number of smaller denomination Shares);
 - O is the number of original shares specified (or deemed to be specified) in the switching notice which the holder has requested to switch;
 - CP is the price at which a single original share may be cancelled or redeemed as at the valuation point applicable to the cancellation or redemption as the case may be;
 - ER is 1, where the original shares and the new shares are designated in the same currency and, in any other case, is the exchange rate determined by the Directors in their absolute discretion (subject to the FCA Rules) as representing the effective rate of exchange between the two relevant currencies as at the date the switching notice is received (or deemed to have been received) by the Company having adjusted such rate as may be necessary to reflect any costs incurred by the Company in making any transfer of assets as may be required as a consequence of such a switch being effected; and
 - SP is the price at which a single new share may be issued or sold as at the valuation point applicable to the cancellation or redemption as the case may be.
38. The Directors may adjust the number of new shares to be issued or sold in accordance with clause 37 to reflect the imposition of the charge on switching referred to in clause 34 together with any other charges or levies in respect of

the issue or sale of the new shares or cancellation or redemption of the original shares as may be made without infringement of the Regulations.

39. Where a switching or conversion of Shares would, if effected in accordance with the terms of any switching or conversion notice, result in a shareholder holding less than the permitted minimum holding (by number or value) of either original shares or new shares as set out in the Prospectus of the Company from time to time, then the Directors may (at their discretion) decide either to:
 - 39.1 treat the shareholder in question as having served a switching notice or conversion notice in respect of their entire holding of original shares; or
 - 39.2 refuse to give effect to the switching notice in question.
40. For the avoidance of doubt each switching notice or conversion notice shall relate only to the switching of Shares of a single Class and a conversion notice may be given in respect of a desired conversion of Shares between different Classes issued in respect of the same Fund.
41. When the holder of any Gross Paying Shares fails or ceases for whatever reason to be entitled to receive distributions or have allocations made in respect of his holding of such Shares without deduction of United Kingdom tax he shall, without delay, give notice thereof to the Company and the Company shall, upon receipt of such notice, treat the shareholder concerned as if he had served on the Company a conversion notice or notices pursuant to clause 33 requesting conversion of all of the Gross Paying Shares owned by such holder for Net Paying Shares of the Class or Classes which, in the opinion of the Directors, most nearly equate to the Class or Classes of Gross Paying Shares held by that shareholder and the relevant conversion clauses shall be applied accordingly.
42. If at any time the Company or the Directors become aware that the holder of any Gross Paying Shares has failed or ceased for whatever reason to be entitled to receive distributions or have allocations made in respect of his holding of such Shares without deduction of United Kingdom tax, then the Company shall, without delay, treat the shareholder concerned as if he had served on the Company a conversion notice or notices pursuant to clause 33 requesting conversion of all of the Gross Paying Shares owned by such holder for Net Paying Shares of the Class or Classes which in the opinion of the Directors most nearly equates to the Class or Classes of Gross Paying Shares held by that shareholder and the relevant conversion clauses shall be applied accordingly.
43. An amount equal to any tax charge incurred by the Company or for which the Company or ACD may be held liable as a result of a switch pursuant to clauses 33 to 40 inclusive shall be recoverable from the shareholder concerned and may be accounted for in any adjustment made of the number of new shares to be issued pursuant to clause 37.

44. If at any time the ACD is not entitled to receive distributions or have income allocations made in respect of Shares held by it without deduction of United Kingdom tax and has redeemed any Gross Paying Shares pursuant to the FCA Rules, the ACD shall forthwith following such redemption arrange for the Company to cancel any such Gross Paying Shares or (at its discretion) the ACD shall forthwith sell such Gross Paying Shares to a person who is (or appears to the ACD to be) entitled to hold the same.

BODIES CORPORATE HOLDING SHARES

45.

- 45.1 No body corporate may be beneficially entitled directly or indirectly to 10% (or such lesser percentage as decided upon by the Directors from time to time and set out in the Prospectus) or more of the Net Asset Value of the Company.

- 45.2 If a body corporate should be or become beneficially entitled directly or indirectly to 10% (or such lesser percentage as decided upon by the Directors from time to time and set out in the Prospectus) or more of the Net Asset Value or the Directors reasonably believe this to be the case, then the Directors will if practical immediately notify the body corporate and:

45.2.1 the body corporate will be deemed to have given a written request for the switching into the CT UK Property Authorised Trust, the Feeder Fund of the Company, at the absolute discretion of the ACD, of either (i) its entire Shareholding in the Company or (ii) that proportion of the Shares in the Company representing a holding of 9.5% or more of the Net Asset Value of the Company (an "Excessive Holding") (or the proportion the ACD reasonably believe to be an Excessive Holding); or

45.2.2 the Directors may, at their discretion, treat the body corporate as having given a written request for the redemption of that proportion of the Shares in the Company representing the Excessive Holding (or the proportion it reasonably believes to be an Excessive Holding).

- 45.3 Any body corporate that becomes a participant in the Company must undertake not to acquire 10% or such lesser percentage as decided upon by the Directors from time to time and set out in the Prospectus) or more of the share capital of the Company, and must undertake that, on becoming aware that it has acquired the relevant percentage or more of the share capital of the Company, it will reduce its holding of that share capital below that relevant percentage.

- 45.4 A body corporate acquiring Shares must:

45.4.1 certify that it holds the Shares as beneficial owner or that it holds less than 10% (or the relevant percentage) of the share capital of the

Company on behalf of itself or any one other corporate beneficial owner and that it has obtained undertakings from each such body corporate that it will not acquire the relevant percentage or more of the share capital of the Company and, on becoming aware that it has acquired the relevant percentage or more of the share capital of the Company, to reduce its holding of that share capital below the relevant percentage; and

45.4.2 undertakes to disclose the following information to the ACD if the ACD so requires:

45.4.2.1 the names of any body corporate on whose behalf the body corporate owns Shares otherwise than as beneficial owner; and

45.4.2.2 the extent of the holding of that body corporate in the Company.

45.5 In the event that the ACD reasonably considers that a body corporate holds more than 9.5% of the Net Asset Value of the Company, the ACD is entitled to delay any redemption or cancellation of Shares in accordance with clause 46 if the authorised fund manager reasonably considers such action to be necessary in order to enable an orderly reduction of the holding to below 9.5%; and in the interests of the shareholders as a whole.

RESTRICTIONS ON HOLDING SHARES, COMPULSORY TRANSFER, SWITCH, CONVERSION, REDEMPTION AND CANCELLATION

46. With effect from 1 February 2017, the ACD may compulsorily convert, switch, redeem or cancel shares where to do so is considered by the ACD to be in the best interests of Shareholders.

47. The ACD works to a 9.5% limit to provide a tolerance to safeguard the position of the Company. If the Shareholder acquires 9.5% or more of the Net Asset Value of the Company the ACD will move part or all of the entire holding to the Feeder Fund.

48. The ACD may from time to time take such action and impose such restrictions as it thinks necessary for the purpose of ensuring that no Shares in the Company are acquired or held by any person in circumstances ("relevant circumstances"):

48.1 which constitute a breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or

- 48.2 which would (or would if other Shares were acquired or held in like circumstances) result in the Company incurring any liability to taxation or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory);

and, in this connection, the ACD may, inter alia, reject at its discretion any subscription for, sale or transfer of, Shares or any switching notice or conversion notice given pursuant to clause 33.

49. If it comes to the notice of the Directors that any Shares ("affected Shares") have been acquired or are being held in each case whether beneficially or otherwise in any of the relevant circumstances referred to in clause 46 or if they reasonably believe this to be the case the Directors may give notice to the holder of the affected Shares requiring the transfer of such Shares to a person who is qualified or entitled to own the same without causing the adverse consequences as set out in clause 46 or to give a request in writing for the redemption or cancellation of such Shares in accordance with the FCA Rules. If any person upon whom such a notice is served pursuant to this clause does not within thirty days after the date of such notice transfer his Shares to a person qualified to hold the same without causing the adverse consequences as set out in clause 46, or establish to the satisfaction of the ACD (whose judgement shall be final and binding) that he and any person on whose behalf he holds the affected Shares are qualified and entitled to own the Shares without causing the adverse consequences as set out in clause 46 he shall be deemed upon the expiration of that thirty day period to have given a request in writing for the redemption or cancellation (at the discretion of the ACD) of the affected Shares pursuant to the FCA Rules.
50. A person who becomes aware that he has acquired or holds whether beneficially or otherwise affected Shares in any of the relevant circumstances referred to in clause 46 shall forthwith, unless he has already received a notice pursuant to clause 49 either transfer or procure the transfer of all the affected Shares to a person qualified to own the same without causing the adverse consequences as set out in clause 46 or give a request in writing or procure that a request is so given for the redemption or cancellation of all the affected Shares pursuant to the FCA Rules.
51. When the holder of any Shares in any Class fails or ceases for whatever reason to be entitled to receive distributions or have allocations made in respect of his holding of Shares in a manner, in terms of the Company making or not making any deduction of United Kingdom tax prior to the distribution or allocation to the holder, as is envisaged for such Class, he shall, without delay, give notice thereof to the Company and the Company shall, upon receipt of such notice, treat the shareholder concerned as if he had served on the Company an

exchange notice or notices pursuant to Clause 46 requesting exchange of all of the relevant Shares owned by such holder for Shares of the Class or Classes of Shares in the Company which, in the opinion of the ACD, such holder is entitled to hold and most nearly equate to the Class or Classes of Shares being exchanged by the shareholder and the provisions of Clauses 46 to 54 inclusive shall be applied accordingly.

52. If at any time the Company or the ACD become aware that the holder of any Shares that make or intend to make distributions or allocations without any tax being deducted or accounted for by the Company has failed or ceased for whatever reason to be entitled to receive distributions or have allocations made in respect of his holding of such Shares without deduction of United Kingdom tax, then the Company shall, without delay, treat the shareholder concerned as if he had served on the Company an exchange notice or notices pursuant to Clause 46 requesting exchange of all of the relevant Shares owned by such holder for Shares of the Class or Classes which, in the opinion of the ACD, such holder is entitled to hold and most nearly equate to the Class or Classes of Shares held by that shareholder and the provisions of Clause 46 to 54 inclusive shall be applied accordingly.
53. An amount equal to any tax charge incurred by the Company or for which the Company may be held liable as a result of an exchange pursuant to Clause 51 shall be recoverable from the shareholder concerned and may be accounted for in any adjustment made of the number of new Shares to be issued pursuant to Clause 52.
54. If at any time the ACD is not entitled to receive distributions or have income allocations made in respect of Shares held by it without deduction of United Kingdom tax and has redeemed, pursuant to the FCA Rules, any Shares that make distributions or allocations without any tax being deducted or accounted for by the Company, the ACD shall forthwith following such redemption arrange for the Company to cancel any such Shares or (at its discretion) the ACD shall forthwith sell such Shares to a person who is (or appears to the ACD to be) entitled to hold the same.

DESIGNATED PERSON

55. The person designated for the purposes of paragraph 4 of Schedule 4 to the OEIC Regulations shall be the person who is for the time being the ACD of the Company.

BEARER SHARES AND SHARE CERTIFICATES

56. The Company may issue bearer Shares evidenced by a Share certificate ("bearer Share certificate") in respect of any Class of Shares and where required by the Company any shareholder of such bearer Shares should identify himself to the

Company as the person entitled to the bearer Shares in the manner determined by the ACD. The Company may further provide by coupons or otherwise for the payment of distributions in respect of bearer Shares. The Company is authorised to charge for issuing any document recording, or for amending any entry on the Register (other than the issue or sale of Shares). Any bearer instrument or similar such duty payable in respect of the issue of bearer Shares shall be payable by (or recoverable from) the shareholder to whom they are issued and not by the Company.

- 57. Certificates in respect of bearer Shares shall be issued in respect of such number of bearer Shares and subject to such conditions as the Directors from time to time decide. In particular, the Directors shall prescribe:
 - 57.1 the form of bearer Share certificate to be used and the method of authentication thereof;
 - 57.2 the conditions on which the bearer Share certificate or any coupon or similar document which has been lost, worn out or destroyed will be renewed or replaced; and
 - 57.3 the manner in which the holder of a bearer Share shall be entitled to receive notice of and vote at any general meeting of the Company or Class meeting, and such terms shall be printed on the reverse of the bearer Share certificate.
- 58. Title to Shares other than bearer Shares shall be evidenced by an entry in the Register of Shareholders ("registered Shares"), and the Company shall not issue certificates to shareholders but, in such case, a statement of shareholding ("periodic statement") in respect of Shares for which no certificates are to be issued shall be sent to each holder of such Shares at least once a year in such form as the ACD may decide. A periodic statement shall not constitute a document of title to the Shares to which it refers.
- 59. Where a holder of registered Shares of a Class which may be issued in bearer form requests in writing to the Company that his name be removed from the Register in respect of some or all of those Shares then the ACD may at its discretion:
 - 59.1 issue to him one or more bearer Share certificates in exchange for such evidence of identity as the ACD may require to be produced; and
 - 59.2 remove the name of the holder from the Register in respect of the relevant Shares.
- 60. Where a holder of bearer Shares requests in writing to the Company that his name be entered in the Register of Shareholders in respect of some or all of

those Shares the Company shall, upon surrender to the Company of the bearer Share certificate(s) representing title to those Shares together with all outstanding coupons, if any, relating thereto for cancellation, enter the name of that holder in the Register of Shareholders in respect of those Shares. The Company shall not be responsible for any loss incurred by any person upon the surrender of a bearer Share certificate by reason of the Company entering in the Register of Shareholders the name of any person who is not the true and lawful owner of the bearer Shares(s) represented thereby.

61. The ACD may, at its discretion, decline to give effect to a request for the redemption or switching of bearer Shares unless it is accompanied by the bearer Share certificate(s) representing title to such Shares, together with all outstanding coupons, if any, relating thereto and may, at its discretion, impose a charge payable for the account of the ACD to cover the costs of complying with any such request as is mentioned in the two preceding clauses, the amount of such charge to be determined by the ACD in any event.
62. The Company shall not be responsible for any loss incurred by any person by reason of the Company giving effect to a request for the redemption or switching of bearer Shares and (in the case of redemption) paying the proceeds of such redemption to the person so requesting or (in the case of switching) issuing new Shares to the person so requesting.

DENOMINATIONS OF SHARES

63. The rights attaching to the Shares of all Classes may be expressed in two denominations and, in each of those Classes, the proportion of a larger denomination Share represented by a smaller denomination Share shall be one-ten-thousandth of the larger denomination Share.

TRANSFER AND TRANSMISSION OF SHARES

64. All transfers of registered Shares (not being participating securities) shall be effected by transfer in writing in any usual or common form or in any other form as may be approved by the Directors. The signature on the instrument of transfer may be affixed manually or electronically and may be an actual signature or a facsimile signature or any form of signature approved by the Directors. The Directors shall not be bound to enquire as to the genuineness of any signature. The transferor shall remain the holder of the Shares concerned until such time as the name of the transferee is entered in the Register in respect thereof.
65. The person responsible for the Register may charge for issuing any document recording, or for amending, an entry on the Register, other than on the issue or sale of shares.

66. No instrument of transfer may be given in respect of more than one Class of Shares.
67. In the case of a transfer to joint holders, the number of joint holders to whom a Share is to be transferred may not exceed four.
68. Unless the ACD in its discretion decides otherwise, no transfer may result in either the transferor or the transferee holding fewer Shares of the Class concerned or Shares of such Class having a lesser aggregate value than any number or value as is stated in the Prospectus as the minimum number or value of Shares of that Class which may be held.
69. The Company may refuse to register a transfer of Shares unless there has been paid for the account of the Company, an amount determined by the ACD not exceeding the amount that would be derived by applying the rate of stamp duty reserve tax to the market value of the Shares being transferred. This clause shall not apply to transfers excluded by law or from a charge to stamp duty reserve tax.
70. Any person becoming entitled to a Share or Shares in consequence of the death or bankruptcy of a shareholder or otherwise by operation of law may, subject as provided below and upon such evidence being produced as may from time to time be lawfully required by the Directors as to his entitlement, either be registered himself as the holder of the Share or Shares or elect to have some person nominated by him registered as the transferee thereof. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have his nominee registered, he shall signify his election by signing and delivering or sending to the Company an instrument of transfer of such Share or Shares in favour of his nominee.
71. All the limitations, restrictions and provisions of this Instrument relating to the right to transfer and the registration of transfers of Shares shall be applicable to any notice or instrument of transfer given or made pursuant to clause 70 as if the death or bankruptcy of the shareholder or other event giving rise to the transmission had not occurred and the notice or instrument of transfer were an instrument of transfer signed by that shareholder.
72. A person becoming entitled to a Share or Shares in consequence of the death or bankruptcy of a shareholder or otherwise by operation of law shall (upon such evidence being produced as may from time to time be lawfully required by the Directors as to his entitlement) be entitled to receive and may give a discharge for any income distributions or other monies payable in respect of the Share or Shares, but he shall not be entitled in respect of the Share or Shares to receive notices of or to attend or vote at general meetings of the Company or, save as

stated above, to exercise in respect of the Share or Shares any of the rights or privileges of a shareholder until he shall have become registered as the holder thereof. The Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the Share or Shares in question and if the notice is not complied with within sixty days the Directors may then withhold payment of any income distributions and other monies payable in respect of the Share or Shares until the requirements of the notice have been complied with. The Company may require the payment to it of such reasonable fees as it may determine for the registration of any confirmation, probate, letters of administration or any other documents relating to or affecting the title of any Share.

GENERAL MEETINGS

73. All general meetings shall be called Extraordinary General Meetings.

PROCEEDINGS AT GENERAL MEETINGS

74. The provisions of this Instrument which relate to proceedings at meetings shall apply mutatis mutandis to Class meetings as they apply to general meetings. A meeting of shareholders duly convened and held shall subject to the Regulations have the power to decide any matter by passing an appropriate resolution.
75. Prior to each general meeting the Depositary shall nominate an individual to act as chairman and if that person is not present within fifteen minutes (which shall be deemed a reasonable time) after the time appointed for holding the meeting or is not willing and able to act, the shareholders present shall choose one of their number to be chairman of the meeting and if there are no Directors present or if all Directors present decline to take the chair, the shareholders present shall choose one of their number to be chairman of the meeting.
76. The quorum requirement of any general meeting shall be as the FCA Rules permit.
77. The chairman of any general meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time (or without date) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned without date, time and place for the adjourned meeting, the date, time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for thirty days or more or without date, not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting.

78. Subject to clause 76 above, in the case of an adjournment of a meeting at which a quorum is present, it shall not be necessary to give any notice of such an adjournment or of the business to be transacted at the adjourned meeting.
79. A meeting of shareholders or a Class meeting (as the case may be) duly convened and held shall have the power by the passing of the appropriate resolution to decide any matter (including, without limitation, the suspension or curtailment of the powers of the Directors), subject to the Regulations and (in the case of Class meetings) subject also to any rights in relation to that matter which shareholders of other Classes may have.
80. The Depositary shall be entitled to appoint a representative to attend and speak on its behalf at each general meeting and Class meeting and shall be entitled to convene any such meeting.
81. A resolution put to the vote of a general meeting or Class must be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:
- 81.1 the chairman of the meeting or
 - 81.2 not less than two shareholders or
 - 81.3 the Depositary.
82. A demand by proxy is deemed to be a demand by the member appointing the proxy. The chairman shall exercise his power to demand a poll if requested to do so by the ACD.
83. A demand for a poll may be withdrawn only with the approval of the chairman of the meeting. Unless a poll is required, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book or other record of proceedings, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is required, it shall be taken in such a manner (including the use of ballot papers or electronic or computer voting systems) as the chairman of the meeting may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and, if so directed by the meeting, shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
84. A poll demanded on the choice of the chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days

from the date of the meeting) and at such place and in such manner or by such other means (including by post) as the chairman may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

85. The chairman of a general meeting may take any action he considers appropriate for, for example, the safety of people attending a general meeting, the proper and orderly conduct of the general meeting or in order to reflect the wishes of the majority. He may, for example, require any people to prove who they are, carry out security searches, and stop certain things being taken into the meeting. The chairman may on reasonable grounds refuse to allow any person into a meeting, or may arrange for any person who refuses to comply with any reasonable requirements imposed under this clause to be removed from a meeting. The Directors may arrange for any people whom they consider cannot be seated in the main meeting room (where the chairman will be) to attend and take part in a general meeting in an overflow room or rooms. Any overflow room will have a live video link from the main room, and a two way sound link. The notice of the meeting need not give details of any arrangements under this clause. The Directors may decide how to divide people between the main room and any overflow room. If any overflow room is used, the meeting will be treated as being held, and taking place, in the main room.

VOTING RIGHTS

86. The entitlement to vote at any general meeting of shareholders or Class meeting attaching to each Share shall be in accordance with the FCA Rules. On a show of hands every shareholder who is present in person has one vote. On a poll votes may be given either personally or by proxy or in any other manner permitted herein. The voting rights attached to each Share shall be such proportion of the voting rights attached to all Shares in issue in the Company or the Class, as the case may be, as the price of the Shares bears to the aggregate price(s) of all the Shares in issue of the Company or such class.
87. Where a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that respect to exercise powers with respect to the property or affairs of any shareholder on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person on behalf of such shareholder to vote on a poll in person or by proxy at any general meeting or Class meeting or to exercise any right other than the right to vote on a show of hands conferred by ownership of Shares in relation to such a meeting.

88. No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

PROXIES

89. An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may approve and:
- 89.1 in the case of an individual shall be signed by the appointed individual or his attorney; and
- 89.2 in the case of a corporation shall be either given under its common Seal or signed on its behalf by a person duly authorised for the purpose by the corporation.
90. The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument appointing the proxy pursuant to the next following clause, failing which the instrument may be treated as invalid.
91. An instrument appointing a proxy must be left at or delivered to such place or one of such places (if any) as may be specified for the purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified; to or at the head office of the Company) by the time which is forty eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used, and in default may be treated as invalid. The instrument appointing a proxy shall, unless the contrary is stated thereon, be valid for any adjournment of the meeting as well as for the meeting to which it relates.
92. A vote cast by proxy shall not be invalidated by the previous death, incapacity or bankruptcy of the principal or by other transmission by operation of law of the title to the Shares concerned or by the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy was made provided that no intimation in writing of such death, incapacity, bankruptcy, transmission or revocation shall have been received by the Company at the head office by the time which is two hours before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the

same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

CORPORATIONS ACTING BY REPRESENTATIVES

93. Any corporation which is a shareholder of the Company may by resolution of the directors or other governing body of such corporation and in respect of any Share or Shares in the Company of which it is the holder authorise such individual as it thinks fit to act as its representative at any general meeting of the shareholders of the Company or of any Class meeting. The individual so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise in respect of such Share or Shares if it were an individual shareholder of the Company and such corporation shall for the purposes of this Instrument be deemed to be present in person at any such meeting if an individual so authorised is so present.
94. Any corporation which is a Director of the Company may by resolution of its directors or other governing body authorise such individual as it thinks fit to act as its representative (but not the Depositary's representative) at any general meeting of the Company, Class meeting or at any meeting of the Directors. The person so authorised shall be entitled to exercise the same powers at such meeting on behalf of such corporation as the corporation could exercise if it were an individual director and such corporation shall be deemed for the purposes of this Instrument to be present in person at any such meeting if an individual so authorised is so present.

DIRECTORS

95. Except as otherwise prescribed by the Regulations, the business of the Company shall be managed by the Directors. They may arrange payment by the Company of all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not required by the Regulations or this Instrument to be exercised by any other person or by the Company in general meeting. The general powers given by this clause shall not be limited or restricted by any special authority or power given to the Directors by any other clause.
96. Unless otherwise determined by an Extraordinary Resolution of the Shareholders the number of Directors shall not at any time exceed one.
97. If, and for so long as, the ACD is the sole Director of the Company, the ACD shall have authority to exercise all the powers, authorities and discretions expressed in this Instrument to be vested in the Directors generally.

98. If, and for so long as, there is no ACD acting in respect of the Company, the Directors shall (subject to the FCA Rules) have authority to exercise all the powers, authorities and discretions expressed in the Regulations to be vested in the ACD.
99. A Director is not required to hold any Shares in the Company by way of qualification.
100. A Director is entitled by one or more duly authorised representatives to attend and speak at any general meeting, of the Company at any Class meeting.
101. The Directors may from time to time appoint one or more of their number to be the holder of any executive office or otherwise (including, where considered appropriate, the office of chairman or deputy chairman) on such terms and for such period as they may determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke any such appointment.
102. The appointment of any Director to any office (including that of chairman and deputy chairman) shall automatically end if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.
103. No resolution made by the Company in general meeting or by the holders of the Shares of any Class at a Class meeting shall invalidate any prior act of the Directors which would have been valid if such resolution had not been made.
104. Subject to the FCA Rules, the Directors may appoint agents and delegate any of the powers, authorities and discretions vested in or exercisable by them, with or without power to sub-delegate. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any such appointee, and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected by their doing so.
105. Subject to the FCA Rules, the Directors may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Instrument) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

REMUNERATION AND REIMBURSEMENT OF EXPENSES OF DIRECTORS

106. The Directors shall be entitled to remuneration for their services as Directors. Such remuneration shall (unless otherwise determined by the Directors) be deemed to accrue from day to day and the amount of such remuneration shall (subject to the FCA Rules) be determined by the Directors and shall be on a periodic, fixed or ad valorem basis and may include any performance related remuneration. The ACD shall be entitled to the reimbursement of expenses of any type disclosed in the Prospectus and for what it may be reimbursed in accordance with the Regulations.
107. Any Director who holds any executive office including that of ACD (and including for this purpose the office of chairman or deputy chairman whether or not such office is held in an executive capacity), or who serves on any committee of the Directors, or who otherwise performs services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a Director, may (subject to the FCA Rules) be paid such fees and charges as are specified from time to time in the Prospectus and such extra remuneration by way of fees, salary, commission or otherwise as the Directors may determine.

DIRECTORS' EXPENSES

108. The Directors may (subject to the FCA Rules) be paid by the Company all travelling, hotel and other expenses properly incurred by them (or, being a corporation, by their duly authorised representative(s)) in connection with their attendance at and return from meetings of the Directors, committees of such meetings, general meetings of the Company, or Class meetings or otherwise in connection with the business of the Company.

MEETINGS AND PROCEEDINGS OF DIRECTORS

109. Clauses 110 to 118 shall not apply at any time when the ACD is the sole Director of the Company. Any decision which is required by the Regulations or by this Instrument to be taken by the Directors shall, if and for so long as the ACD is the sole director, be valid and effective if made by the ACD.
110. Subject to the provisions of this Instrument, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. At any time any Director may summon a meeting of the Directors by at least five days' notice in writing. Any Director may waive notice of any meeting (and any such waiver may be retroactive) and any Director who is present at a meeting of the Directors shall be deemed to have waived notice of such meeting.
111. The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number, shall be two.

112. Any or all of the Directors, or members of a committee, can take part in a meeting of the Directors or of a committee by way of a conference telephone or similar equipment designed to allow everybody to take part in the meeting. The meeting shall be treated as being held at the place where the chairman is calling from whether or not two or more Directors are in the same place. All Directors participating in that way shall be counted in the quorum of the meeting and any resolution passed at the meeting shall be as valid and effective as if passed at a meeting of the board of Directors duly convened and held.
113. Questions arising at any meeting of the Directors shall be determined by a majority of votes cast. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.
114. The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in their number but if and so long as the number of Directors is reduced below the minimum number fixed as the quorum, the continuing Directors or Director may (notwithstanding the provisions of clause 111) act for the purpose of filling such vacancies or of calling a general meeting but not for any other purpose. If there are no Directors able and willing to act, then any two shareholders may summon a general meeting for the purpose of appointing one or more Directors subject to any maximum number provided for in this Instrument.
115. The Directors may elect a chairman and a deputy chairman from their number and may at any time remove them from office. Unless he is unwilling to do so, the Director (if any) appointed as chairman shall preside at every meeting at which he is present or, failing which, the deputy chairman (if any) shall so preside. If no chairman or deputy chairman shall have been appointed or if at any meeting of the Directors no chairman or deputy chairman shall be present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.
116. If at any time there is more than one deputy chairman the right in the absence of the chairman to preside at a meeting of the Directors or of the Company shall be determined as between the Deputy Chairmen present (if more than one) by seniority in length of appointment or otherwise as resolved by the Directors.
117. A resolution in writing signed by all the Directors entitled to vote at a meeting of Directors or of all members of a committee of Directors similarly entitled shall be as valid and effective as a resolution duly passed at a meeting of the Directors or (as the case may be) committee of Directors and may consist of several documents in the like form each signed by one or more Directors. An e-mail or other electronic communication sent by a Director which sets out the text of a resolution and contains a statement to the effect that the Director agrees to the

resolution and which has been sent to and printed out by the secretary or such other person as the Directors may from time to time determine shall be deemed to be a resolution in writing signed by the Director who sent it.

118. Subject to the FCA Rules, all acts done by the Directors or by any committee or by any person acting as a Director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or such committee or that any Director was disqualified or had vacated office, be as valid as if every such person or committee had been duly appointed and that every person so acting was qualified and had continued to be a Director and had been entitled to vote.

INTERESTS OF DIRECTORS

119. Subject to the Regulations and to clauses 120 to 122 a Director may be party to, or in any way interested in, any contract or arrangement or transaction to which the Company is a party, or in which the Company is in any way interested. A Director may hold and be remunerated in respect of any office or place of profit (other than the office of auditor or Depositary of the Company) under the Company or any other company in which the Company is in any way interested (or any firm of which he is a member) and may act in a professional capacity for the Company or any such other company and be remunerated in respect of the same and in any such case as aforesaid (save as otherwise agreed) he may retain for his own absolute use and benefit all profits and advantages accruing to him thereunder or in consequence thereof. Subject to the Regulations no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.
120. Subject to clause 121, any interest of a kind referred to in the last preceding clause of this Instrument must be declared by the Director who is so interested at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration. A general notice in writing given to the Directors by any Director to the effect that he is a shareholder, director, employee of, or might for any other reason be regarded as having an interest in relation to, any specified company or firm, and is to be regarded as interested in any contract or arrangement which may thereafter be made with that company or firm, shall (if such Director shall give the same at a meeting of the Directors or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Directors after it is given) be deemed a sufficient declaration of interest in relation to any contract or arrangement made.
121. If and for so long as the ACD is the sole Director of the Company the last preceding clause of this Instrument shall have no effect and, in such event, any interest of a kind referred to in clause 119 must be properly recorded and

minuted by the ACD as soon as practicable after it becomes so interested. Nothing in this clause shall absolve the ACD from its fiduciary duty to act in the best interests of the Company as a whole.

122. Notwithstanding the provisions of clauses 119 and 123, a Director shall not vote at a meeting of the Directors (or of a committee of the Directors) on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following sub-clauses:
 - 122.1 any proposal concerning the terms of the appointment or re-appointment of a Director as the ACD, or any ratification of the terms of such appointment or reappointment;
 - 122.2 any proposal concerning the terms of the appointment or re-appointment of a Director who is an associate of the ACD, or any ratification of the terms of such appointment or re-appointment;
 - 122.3 any proposal concerning any other company in which he is interested, directly or indirectly, and whether as an officer or shareholder or otherwise howsoever provided that he is not the holder of or beneficially interested in one per cent. or more of the issued shares of any class of such company (or of any third company of which such company is a subsidiary) or of the voting rights available to members of the relevant company (any such interest being deemed for the purposes of this clause to be a material interest in all circumstances); or
 - 122.4 any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for the benefit of and against any liability incurred by any Director(s) or persons who include or may include Directors.
123. If, and for so long as, the ACD is the sole Director of the Company or at any meeting of the Directors at which the terms of the appointment or reappointment of the ACD are considered there is no quorum of Directors present and entitled to vote, the last preceding clause shall have no effect and (for the avoidance of doubt), the ACD shall, subject to the Regulations and to its fiduciary duty to act in the best interests of the Company as a whole, be entitled at its own discretion to determine the terms of its appointment or reappointment with the Company notwithstanding its interest therein. The terms of such appointment shall be set out in writing in a contract between the ACD and the Company.
124. A Director may be counted in the quorum at a meeting of the Directors or committee of the Directors in relation to any resolution on which he is debarred from voting.

125. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employment with the Company or any body corporate in which the Company is interested such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not debarred from voting under clause 122) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
126. If any question shall arise at any time as to the materiality of a Director's interest (other than the chairman of the meeting's interest) or as to the entitlement of any Director to vote (other than the chairman of the meeting) and such question is not resolved by his voluntarily agreeing to abstain from voting such question shall be referred to the chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of such Director has not been fully and fairly disclosed.
127. If any question shall arise at any time as to the materiality of the interest of the chairman of the meeting or as to the entitlement of such person to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be decided by resolution of the Directors or a committee of the Directors (excluding the chairman) whose majority vote shall be final and conclusive.
128. For the purposes of clause 121, an interest or duty of a person who is an associate of a Director shall be treated as an interest of the Director.
129. The Company may by ordinary resolution suspend or relax any provision of this Instrument prohibiting a Director from voting at a meeting of Directors (or of a committee of Directors) or ratify any transaction not duly authorised by reason of a contravention of this Instrument.

MINUTES OF DIRECTORS' MEETINGS

130. The Directors shall cause minutes to be made and kept in permanent form:
- 130.1 of all appointments of officers made by the Directors;
- 130.2 of all proceedings at meetings of the Company, of the holders of any Class of Shares in the Company and of the Directors and committees of Directors, including the names of the Directors present at each such meeting; and
- 130.3 of all resolutions made by the ACD otherwise than at a meeting and all other matters required by this Instrument to be formally recorded by the ACD.

APPOINTMENT, REMOVAL AND RETIREMENT OF DIRECTORS

131. The Directors shall have power, at any time and from time to time, to appoint any person to be a Director of the Company, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the maximum number, if any, fixed by or pursuant to this Instrument. Any such appointment shall take effect only upon the satisfaction of either of the conditions appearing in Regulation 21(3) of the OEIC Regulations and shall have no effect unless and until either of such conditions shall have been satisfied.
132. No person (other than the ACD or a person nominated by the Directors) shall be eligible for election to the office of Director at any general meeting unless not less than seven and not more than forty two days before the date appointed for the meeting notice in writing has been left at the head office, signed by a member duly qualified to attend and vote at such meeting, of his intention to propose such person for election, together with notice in writing signed by that person of his willingness to be elected.
133. A single resolution for the appointment of two or more persons as Director shall not be put at any general meeting, unless a resolution that it shall be so put has first been agreed to by the meeting without any vote being given against it.
134. Subject to the provisions of the FCA Rules and Regulation 21 of the OEIC Regulations and notwithstanding any other provision of this Instrument, the office of Director shall be vacated in any of the following events, namely:
- 134.1 if, not being a Director who is employed under a contract which precludes resignation, he resigns his office by notice in writing signed by him and left at the head office of the Company or if he offers in writing to resign and the Directors resolve to accept such offer; or
- 134.2 if he becomes prohibited by law or regulation (including any provision of the Regulations) from acting as a Director (or, being the ACD, as ACD); or
- 134.3 if he becomes bankrupt, has an interim receiving order made against him or compounds with his creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act or if, being a body corporate, a receiver or liquidator is appointed other than for the purpose of reconstruction or amalgamation in respect of the Director or a resolution is passed to wind up the Director or if an administrator or administrative receiver is appointed over all or any part of the Director's assets; or
- 134.4 if an order is made anywhere in the world by any court claiming jurisdiction in that behalf on the ground (howsoever formulated) of mental disorder, for his

detention or for the appointment of a guardian or receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs; or

- 134.5 if he is absent from meetings of the Directors (or of committees of Directors) continuously for six months without sanction of the Directors and the other Directors resolve that his office be vacated; or
- 134.6 upon the expiry of any period or notice period stated in an agreement for the provision of services between the Company and the Director or if such agreement is summarily terminated in accordance with its terms.
135. The Company may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in this Instrument or in any agreement between the Company and such Director. Such removal shall take effect only upon the satisfaction of either of the conditions appearing in Regulation 21(3) of the OEIC Regulations and shall be without prejudice to any claim such Director may have for damages for breach of any such agreement.
136. Notice of the intention to move a resolution under clause 135 must be given to the Company at least 28 days before the meeting at which it is moved.
137. The Company shall give notice to shareholders of any such resolution at the same time and in the same manner as it gives notice of the meeting or, if that is not practicable, shall give them notice by advertisement in a newspaper having an appropriate circulation at least 14 days before the meeting.
138. If, after notice of the intention to move such a resolution has been given to the Company, a meeting is called for a date 28 days or less after the notice has been given, the notice is deemed properly given, though not given within the time required.
139. A vacancy created by the removal of a Director under clause 135, if not filled at the meeting at which he is removed, may be filled as a casual vacancy.

AMENDMENTS

140. Amendment may be made to this Instrument by resolution of the Directors to the extent permitted by the FCA Rules.

THE SEAL

141. If the Company has a Seal the Directors shall provide for its safe custody. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Directors or of a committee of the Directors authorised by the Directors in that behalf. The Directors may from time to time determine whether or not any instrument to which the Seal is affixed shall be signed and the

person(s) and/or the number of such persons (if any) who are to sign such instrument. Until otherwise so determined, if at any time the Company shall have only one Director the Seal shall be affixed in the presence of that Director (or, if that Director is a body corporate, in the presence of a duly authorised representative of the Director) and, in any other event, the Seal shall be affixed in the presence of two Directors or of one Director and another person duly authorised by the Directors. Any documents or securities sealed with an official seal in use by the Company pursuant to the OEIC Regulations from time to time need not also be signed.

INCOME EQUALISATION

- 142. An allocation of income (whether annual or interim) to be made in respect of each Share to which this clause applies issued by the Company or sold by the ACD during the accounting period in respect of which that income allocation is made shall:
 - 142.1 in the case of Net Paying Shares, be of the same amount as the allocation to be made in respect of the other Shares of the same Class but shall include a capital sum ("income equalisation") representing the ACD's best estimate of the amount of net income [and equalisation received or receivable] included in the price of that Share and calculated in accordance with the following clause; or
 - 142.2 in the case of Gross Paying Shares, shall also include a capital sum ("income equalisation") representing the ACD's best estimate of the amount of income included in the price of that Share and calculated in accordance with the following clause, but may, if those Shares are not priced gross be of a lower amount than that allocated in respect of the other Shares of the same Class as the proportion of the allocation attributable to income equalisation will have no associated tax amount that may be included in the allocation.
- 143. The amount of income equalisation in respect of any Share to which clause 142 applies shall be either:
 - 143.1 the actual amount of income and equalisation received or receivable included in the issue price of that Share; or
 - 143.2 an amount arrived at by taking the aggregate of the amounts of income included in the price in respect of Shares of that Class issued or sold to shareholders in the annual or interim accounting period in question and dividing that aggregate amount by the number of such Shares and applying the resultant average to each of the Shares in question.

RIGHTS IN SCHEME PROPERTY AND ALLOCATION OF INCOME

- 144. The proportionate interests of different Share Classes and of holders of Shares in each Class shall be calculated on the basis of Part 2 of the schedule.
- 145. Subject to clause 146, the provisions of Part 2 of the schedule to this Instrument shall apply to each allocation of income and to calculate the entitlement of each shareholder to participate in the Scheme Property at a time when more than one Class of Share is in issue.
- 146. The Company may adopt a method of calculating the amount of income to be allocated between the Shares in issue which is different to that which appears in Part 2 of the schedule to this Instrument provided that the Directors are satisfied that such method is fair to shareholders and that it is reasonable to adopt such method in the given circumstances.

INCOME AND DISTRIBUTIONS

- 147. The ACD is responsible for the calculation, transfer, allocation and distribution of income for any class of Share in issue during an accounting period. Any distribution or other monies payable to a holder in respect of any bearer Share may be paid by crossed cheque or warrant made payable to the order of, or as directed by, the person who has identified himself in the manner determined from time to time by the ACD as the person entitled to that payment and may be sent by post to such address as that person shall have directed in writing.
- 148. Any distribution or other monies payable on or in respect of a registered Share may be paid by crossed cheque, warrant or money order and may be remitted by post to the registered address of the shareholder or person entitled to such monies (or, if two or more persons are registered as joint holders of the Share or are entitled by virtue of the death or bankruptcy of the holder or otherwise by operation of law, to the registered address of any one of such persons) or to such person and to such address as the shareholder, or other such person or persons, may direct in writing.
- 149. Any distribution or other monies may also be paid by any other usual or common banking method (including, without limitation, direct credit, bank transfer and electronic funds transfer) (or in the case of Shares which are uncertificated units of a security), payment through the facilities of a relevant system, as defined by the Uncertificated Securities Regulations 2001) (a "bank transfer") and to or through such person or such persons as the relevant person may direct in writing.
- 150. Every such cheque, warrant or order shall be made payable to the person entitled to the monies represented by it to whom it is sent or to such person as the relevant holder or the joint holders or relevant person may direct in writing

and the payment of such cheque, warrant or order or the transfer by way of direct credit or bank transfer by the bank so instructed by the Company shall be a good discharge to the Company. The Company shall not be responsible for any loss of any cheque, warrant or order or for any error in any transfer by direct credit or bank transfer, which in each case shall be sent or transferred at the risk of the person or persons entitled to the money thereby.

- 151. If two or more persons are registered as joint holders of any Share, or are entitled jointly to a Share in consequence of the death or bankruptcy of the holder or otherwise by operation of law, any one of them may give an effective receipt for any distribution or other monies payable or property distributable on or in respect of the Share.
- 152. No distribution or other monies payable on or in respect of a Share shall bear interest against the Company.
- 153. All distributions unclaimed for a period of six years after having become due for payment shall be forfeited and shall revert to the Company. The payment of any unclaimed distribution, interest or other sum payable by the Company on or in respect of a Share into a separate account shall not constitute the Company a trustee thereof.

CHEQUES ETC

- 154. All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

CHARGES AND EXPENSES

- 155.
 - 155.1 Subject to the FCA Rules, the charges and expenses of the incorporation and authorisation of the Company, any registration, any offer of Shares, the preparation and printing of any Prospectus issued in connection with such offer and the fees for professional services or KIID provided to the Company in connection with such offer will be borne by the Company (unless borne by some other person).
 - 155.2 Charges or expenses of the Company may be taken out of the Scheme Property in accordance with the Regulations.
 - 155.3 Subject to the FCA Rules the expenses attributable or deemed to be attributable to a Class in any accounting period may be taken from either the income or the capital property attributable or deemed to be attributable to that Class in

accordance with the policy set out in the Prospectus.

DESTRUCTION OF DOCUMENTS

156.

- 156.1 Subject to maintaining records in accordance with the Regulations and any other applicable law, rule or regulation, the ACD or Depositary or the Company may at any time destroy any records or other documentation relating to the Company including, without limitation, any payment mandate (including any variation or cancellation of it) which ceases to have effect or any notification of change of name or address which has been recorded, any instrument of transfer of Shares which has been registered and any other documents on the basis of which any entry in the register of shareholders has been made or cancelled.
- 156.2 It shall conclusively be presumed in favour of the Company that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed under clause 156.1 was a valid and effective document in accordance with the recorded particulars of it in the books or records of the Company, provided always that the document was destroyed in good faith and without express notice to the Company that the preservation of the document was relevant to a claim.
- 156.3 Nothing contained in this clause shall be construed as imposing upon the Company any liability in respect of the destruction of any document in any case where the conditions of this clause are not fulfilled. References in this clause to the destruction of any document include reference to its disposal in any manner.

NOTICES AND INFORMATION

157. The Regulations shall be treated as applying to any notice or document to be given to or by the Company pursuant to this Instrument.
- 157.1 A shareholder whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address. If he has not given such an address the Company will give notices to him at his address outside the United Kingdom unless the Company is aware that its doing so would contravene any laws or regulations.
158. A person entitled to a Share or Shares in consequence of the death or bankruptcy of a shareholder or other operation of law shall, upon such evidence being produced as may from time to time be lawfully required by the Directors as to his entitlement and upon supplying also an address for the service of notices, be entitled to have served upon or delivered to him at such address any notice or document to which the shareholder but for his death, bankruptcy or

other event giving rise to the transmission would have been entitled, and service or delivery of such notice or document in such way shall be deemed good service on all persons interested (whether jointly with or claiming through or under him) in the Share. Save as aforesaid any notice or document delivered or sent by post to or left at the address of any shareholder in accordance with the FCA Rules shall notwithstanding the death or bankruptcy of such shareholder or other operation of law and whether or not the Company has notice of such state of affairs be deemed to have been duly served or delivered in respect of any Share registered in the name of such shareholder as sole or joint holder.

159. In the case of joint shareholders, any such notice or document shall be served on the first named in the Register and such service shall be effective on the other joint shareholders.
160. If at any time by reason of the suspension or curtailment of postal services within the United Kingdom or any other country or territory the Company is unable effectively to convene a general meeting or Class meeting by notices sent through the post, such a meeting may be convened by a notice advertised on the same date in at least two leading United Kingdom daily newspapers with appropriate circulation and such notice shall be deemed to have been duly served on all shareholders entitled to receive the same at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom or such other country or territory again becomes practicable.
161. The ACD shall make available to investors in the Company the information set out in FUND 3.2.2R before they invest in the Company, as well as any material change thereof.¹

WINDING UP

162. Subject to any special provisions in clause 24.2 the rights of the holders of Shares to participate in the property of the Company on a winding up of the Company shall be proportionate to the number of units of entitlement represented by the Shares which they hold, determined in accordance with Part 2 of the schedule to this Instrument.

INDEMNITY

163. Every Director, other officer, auditor or Depositary of the Company shall be indemnified by the Company against any liability incurred by him in defending any proceedings (whether civil or criminal) for negligence, default, breach of duty or breach of trust in each case in relation to the Company in which

¹ AIFM Directive Article 23.

judgment is given in his favour or he is acquitted or in connection with any application under Regulation 63 of the OEIC Regulations in which relief is granted to him by the court; and the indemnity shall not apply to any liability to the extent that it is recovered from another person.

164. Subject to the Regulations, the Directors may exercise all the powers of the Company to purchase and maintain insurance:

164.1 for the benefit of any person who is or was a Director, other officer or auditor of the Company against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company; and

164.2 for the benefit of any person who is or was the Depositary against any liability for any failure to exercise due care and diligence in the discharge of his functions in respect of the Company.

DEPOSITARY DISCHARGE OF LIABILITY UNDER REGULATION 32(2) OF THE AIFM REGULATIONS

165. To the extent permitted by Regulation 32(2) of the AIFM Regulations, the Directors may authorise a depositary appointed by or in respect of the Company, to discharge itself of liability under Regulation 30(2) of the AIFM Regulations, provided that the conditions set out in Regulation 32(2) of the AIFM Regulations are met.

165.1

CONFLICT WITH REGULATIONS

166. In the event of any conflict arising between any provision of this Instrument and the Regulations, the Regulations shall prevail. This Instrument shall be construed and shall take effect accordingly.

GENUINE DIVERSITY OF OWNERSHIP CONDITION

167. Shares in the Company are and shall be widely available to retail and institutional investors. Shares are and shall be marketed and made available sufficiently widely to reach the intended categories of investors, and in a manner appropriate to attract those categories of investors.

THE SCHEDULE

Part 1

Determination of Net Asset Value

1. General

- 1.1 The valuation of the property of the Company takes place as at a valuation point fixed by the ACD and set out in the Prospectus under the heading "Valuation".
- 1.2 The valuation is in the Company's base currency.
- 1.3 Prices used are the most recent prices that can reasonably be obtained after the valuation point with a view to giving an accurate valuation as at that point.
- 1.4 A valuation is in two parts, one on an issue basis and one on a cancellation basis.
- 1.5 To convert to the base currency the value of property which would otherwise be valued in another currency the ACD will either:
 - 1.5.1 select a rate of exchange which represents the average of the highest and lowest rates quoted at the relevant time for conversion of that currency into base currency on the market on which the ACD would normally deal if it wished to make such a conversion; or
 - 1.5.2 invite the Depositary to agree that it is in the interests of shareholders to select a different rate, and, if the Depositary so agrees, use that other rate.
- 1.6 The value of the Scheme Property shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions.

2. What is included in the valuation

- 2.1 All of the Company's property is included, subject to adjustments arising as detailed in this schedule, as at the valuation point.
- 2.2 If the Depositary has been instructed to issue or cancel Shares, the ACD will assume (unless the contrary is shown) that:
 - 2.2.1 the Depositary has done so;
 - 2.2.2 the Depositary has paid or been paid for them; and

- 2.2.3 all consequential action required by this schedule or by the Instrument has been taken.
- 2.3 If the Depositary has issued or cancelled Shares in the Company but consequential action (see paragraph 2.2 above) is outstanding, the ACD will assume that it has been taken.
- 2.4 If agreements for the unconditional sale or purchase of property in the Company are in existence but uncompleted, the ACD will assume:
- 2.4.1 completion; and
- 2.4.2 that all consequential action required by their terms has been taken.
- Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and, in the opinion of the ACD, their omission shall not materially affect the final net asset amount.
- 2.5 The ACD will not include in 2.4 above any agreement which is:
- 2.5.1 a future or contract for differences which is not yet due to be performed; or
- 2.5.2 an unexpired option written or purchased for the Company which has not yet been exercised.
- 2.6 The ACD will include in 2.4 any agreement the existence of which is, or could reasonably be expected to be, known to the ACD, assuming that all other persons in the ACD's employment take all reasonable steps to inform the ACD immediately of the making of any agreement.
- 2.7 If the underlying investment is real property and it is common practice in the jurisdiction in which it is situated to dispose of the real property together with a holding vehicle then the holding vehicle together with the real estate asset may be valued.

3. Tax and other adjustments

- 3.1 The ACD will deduct an estimated amount for anticipated tax liabilities (on unrealised capital gains where the liabilities have accrued and are payable out of the Scheme Property of the Company; on realised capital gains in respect of previously completed and current accounting periods and on income where liabilities have accrued) including (as applicable and without limitation) capital gains tax, income tax, corporation tax, value added tax and stamp duty.
- 3.2 The ACD will then deduct:

- 3.2.1 an estimated amount for any liabilities payable out of the Scheme Property and any value added or other tax on it (treating any periodic items as accruing from day-to-day);
 - 3.2.2 the principal amount of any outstanding borrowings whenever payable;
 - 3.2.3 any accrued but unpaid interest on borrowings;
 - 3.2.4 the value of any option written (if the premium for writing the option has become part of the scheme property of the Company); and
 - 3.2.5 in the case of a margined contract, any amount reasonably anticipated to be paid by way of variation margin (that is the difference in price between the last settlement price, whether or not variation margin was then payable, and the price of the contract at the valuation point).
- 3.3 The ACD will add an estimated amount for accrued claims for repayment of taxation levied:
- 3.3.1 on capital (including capital gains); and
 - 3.3.2 on income.
- 3.4 The ACD will then add:
- 3.4.1 any other credit due to be paid into the Scheme Property; and
 - 3.4.2 in the case of a margined contract, any amount reasonably anticipated to be received by way of variation margin (that is the difference in price between the last settlement price, whether or not variation margin was then receivable, and the price of the contract at the valuation point).

4. **Valuation of the property of the Company on an issue basis**

- 4.1 The valuation of Scheme Property for that part of the valuation which is on an issue basis is as follows:
- 4.1.1 Property which is not cash (or other assets dealt with in paragraphs 6 and 2.2) shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:
 - 4.1.1.1 immovable property:
 - (a) by a standing independent valuer (as defined in the glossary to the FCA Rules) appointed by the ACD with the approval of the Depository on the basis of a 'market value' as defined in Valuation Standard 3.2 of the RICS Valuation

Standards (The Red Book) (8th Edition published April 2012), as updated from time to time;

- (b) on the basis of a full valuation with physical inspection (including, where the immovable is or includes a building, internal inspection), at least once a year; and
- (c) on the basis of the last full valuation, at least once a month;

and in each case, plus any dealing costs (as defined below);

4.1.1.2 units or shares in a collective investment scheme:

- (a) if a single price for buying and selling units or shares is quoted, at that price plus any dealing costs (as defined below), any preliminary charge payable by the Company on the purchase of the units or shares, and any dilution levy which would be added in the event of a purchase by the Company of the units or shares in question (except that, where the ACD, or an associate of the ACD, is also the manager or authorised corporate director of the collective investment scheme whose units or shares are held by the Company, the valuation must not include any preliminary charge payable in the event of a purchase by the Company of those units or shares); or
- (b) if separate buying (offer) and selling (bid) prices are quoted, at the buying price, less any expected discount plus any dealing costs (as defined below); or
- (c) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the ACD's best estimate of the value, at a value which, in the opinion of the ACD, is fair and reasonable;

4.1.1.3 exchange-traded derivative contracts:

- (a) if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price; or
- (b) if separate buying and selling prices are quoted, at the average of the two prices;

- 4.1.1.4 over-the-counter derivative contracts shall be valued in accordance with the method of valuation as shall have been agreed between the ACD and the Depositary;
- 4.1.1.5 any other investment:
 - (a) the best available market dealing offer price (on the most appropriate market in a standard size) plus any dealing costs, (as defined below)); or
 - (b) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if the most recent price available does not reflect the ACD's best estimate of the value, at a value which, in the opinion of the ACD, is fair and reasonable; and
- 4.1.1.6 property other than that described in 4.1.1.1, 4.1.1.2, 4.1.1.3, 4.1.1.4 and 4.1.1.5 above: at a value which, in the opinion of the ACD, is fair and reasonable (plus any dealing costs (as defined below)).

5. **Valuation of the property of the Company on a cancellation basis**

5.1 The valuation of the Scheme Property for that part of the valuation which is on a cancellation basis is as follows:

5.1.1 Property which is not cash (or other assets dealt with in paragraphs 6 and 2.2) shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:

- 5.1.1.1 immovable property:
 - (a) by a standing independent valuer (as defined in the glossary to the FCA Rules) appointed by the ACD with the approval of the Depositary, on the basis of a 'market value' as defined in Valuation Standard 3.2 of the RICS Valuation Standards (The Red Book) (8th Edition published April 2012), as updated from time to time;
 - (b) on the basis of a full valuation with physical inspection (including, where the immovable is or includes a building, internal inspection), at least once a year; and
 - (c) on the basis of the last full valuation, at least once a month;

and in each case, less any dealing costs (as defined below);

- 5.1.1.2 units or shares in a collective investment scheme:
- (a) if a single price for buying and selling units or shares is quoted, at that price less any dealing costs (as defined below), any redemption charge payable by the Company on the sale of the units or shares, (taking account of any expected discount) and any dilution levy which would be deducted in the event of a sale by the Company of the units or shares (except that, where the ACD, or an associate of the ACD, is also the manager or authorised corporate director of the collective investment scheme whose units or shares are held by the Company, any redemption charge payable in the event of a sale by the Company of those units or shares must not be deducted)); or
 - (b) if separate buying (offer) and selling (bid) prices are quoted, at the selling price less any dealing costs (as defined below) and any redemption charge payable on the sale of the units or shares taking account of any expected discount; or
 - (c) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the ACD's best estimate of the value, at a value which, in the opinion of the ACD, is fair and reasonable;
- 5.1.1.3 exchange-traded derivative contracts:
- (a) if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price; or
 - (b) if separate buying and selling prices are quoted, at the average of the two prices;
- 5.1.1.4 over-the-counter derivative contracts shall be valued in accordance with the method of valuation as shall have been agreed between the ACD and the Depositary;
- 5.1.1.5 any other investment:
- (a) the best available market dealing bid price on the most appropriate market in a standard size (less any dealing costs (as defined below)); or

(b) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if the most recent price available does not reflect the ACD's best estimate of the value, at a value which, in the opinion of the ACD, is fair and reasonable; and

5.1.1.6 property other than that described in 5.1.1.1, 5.1.1.2, 5.1.1.3, 5.1.1.4 and 5.1.1.5 above: at a value which, in the opinion of the ACD is fair and reasonable (less any dealing costs (as defined below)).

6. Cash and amounts held in current, deposit and margin accounts and in other time related deposits shall be valued at their nominal values.
7. For the purposes of this schedule 1, "dealing costs" means in relation to immovable property any costs and charges incurred in buying or selling immovable property, including stamp duty land tax and any fiscal charges, commission or other charges payable in the event of the Company carrying out the transaction in question (but excluding any preliminary charge payable by the Company on the purchase of units or shares), assuming that the commission and charges (other than fiscal charges) which would be payable by the Company are the least that could reasonably be expected to be paid in order to carry out the transaction and otherwise "dealing costs" means any fiscal charges, commission or other charges payable in the event of the Company carrying out the transaction in question (but excluding any preliminary charge payable by the Company on the purchase of units or shares), assuming that the commission and charges (other than fiscal charges) which would be payable by the Company are the least that could reasonably be expected to be paid in order to carry out the transaction.

Part 2

Proportionate Interests

1. If there is more than one Class in issue, the proportionate interests of each Class in the assets and income of the Company shall be ascertained as follows.
 - 1.1 A notional account shall be maintained for each Class of Shares. Each account shall be referred to as a "Proportion Account".
 - 1.2 The word "proportion" in the following paragraphs means the proportion which the balance on a Proportion Account at the relevant time bears to the balance on all the Proportion Accounts of the Company at that time. The proportionate interest of a Class of Share in the assets and income of the Company is its "proportion".
 - 1.3 There will be credited to a Proportion Account:
 - 1.3.1 the subscription money (excluding any initial charges or dilution levy) for the issue of Shares of the relevant Class;
 - 1.3.2 that Class's proportion of the amount by which the Net Asset Value of the Company exceeds the total subscription money for all Shares in the Company;
 - 1.3.3 that Class's proportion of the Company's income received and receivable; and
 - 1.3.4 any notional tax benefit under paragraph 1.5 below.
 - 1.4 There will be debited to a Proportion Account:
 - 1.4.1 the redemption payment for the cancellation of Shares of the relevant Class;
 - 1.4.2 the Class's proportion of the amount by which the Net Asset Value of the Company falls short of the total subscription money for all Shares in the Company;
 - 1.4.3 all distributions of income (including equalisation if any) made to shareholders of that Class;
 - 1.4.4 all costs, charges and expenses incurred solely in respect of that Class;
 - 1.4.5 that Class's share of the costs, charges and expenses incurred in respect of that Class and one or more other Classes, but not in respect of the Company as a whole;

- 1.4.6 that Class's share of the costs, charges and expenses incurred in respect of or attributable to the Company as a whole; and
- 1.4.7 any notional tax liability under paragraph 1.5.
- 1.5 Any tax liability in respect of the Company and any tax benefit received or receivable in respect of the Company shall be allocated between Classes in order to achieve, so far as is possible, the same result as would have been achieved if each Class were itself a fund so as not materially to prejudice any Class. The allocation will be carried out by the ACD after consultation with the Company's auditors.
- 1.6 Where a Class is denominated in a currency which is not the base currency of the Company, the balance on the Proportion Account shall be converted into the base currency of the Company in order to ascertain the proportions of all Classes. Conversions between currencies shall be at a rate of exchange decided by the ACD as being a rate that is not likely to result in any material prejudice to the interests of shareholders or potential shareholders.
- 1.7 The Proportion Accounts are memorandum accounts maintained for the purpose of calculating proportions. They do not represent debts from the Company to shareholders or the other way round.
2. Each credit and debit to a Proportion Account shall be allocated to that account on the basis of that Class's proportion immediately before the allocation. All such adjustments shall be made as are necessary to ensure that on no occasion on which the proportions are ascertained is any amount counted more than once.
3. When Shares are issued thereafter each such Share shall represent the same proportionate interest in the Scheme Property as each other Share of the same category and Class then in issue.
4. The Company shall allocate the amount available for income allocation (calculated in accordance with the Prospectus) between the Shares in issue according to the respective proportionate interests in the property of the Company represented by the Shares in issue at the valuation point in question.