



Your success. Our priority.

PROSPECTUS  
MARCH 2021

# THREADNEEDLE PROPERTY UNIT TRUST



## Important Information

If you are in any doubt about the contents of this Prospectus you should contact your discretionary investment manager, benefit consultant, stockbroker, bank manager, solicitor, accountant or other financial advisor.

This Prospectus is prepared, and a copy of it has been sent to the Jersey Financial Services Commission (the "Commission"), in accordance with the Collective Investment Funds (Certified Funds – Prospectuses) (Jersey) Order 2012. The Jersey Financial Services Commission does not take any responsibility for the financial soundness of the Fund or for the correctness of any statements made or expressed in this Prospectus. The applicant is strongly recommended to read and consider this Prospectus before completing an application.

The Manager, the Trustees and the Administrator are registered to conduct fund services business under the Financial Services (Jersey) Law 1998, as amended ("FS Law"). The Trustees hold a fund certificate in respect of the Fund issued by the Commission under the Collective Investment Funds (Jersey) Law 1988 as amended (the "Funds Law"). The Commission is protected by the Funds Law and the FS Law against liability arising from the discharge of its functions under the Funds Law and the FS Law.

The Fund is an unregulated collective investment scheme in the United Kingdom. In addition, promotion of Units in the Fund by authorised persons is subject to the restrictions on the promotion of collective investment schemes and non-mainstream pooled investments made by the UK Financial Conduct Authority (the "NMPI Regulations"). Units may not be offered or sold in the United Kingdom except as permitted by the Financial Services and Markets Act 2000 and the regulations made thereunder and as permitted by the NMPI Regulations. This Prospectus may not be communicated to any person in the United Kingdom except in circumstances permitted by that Act or those regulations or to a person to whom this Prospectus may otherwise lawfully be issued in the United Kingdom.

The Manager is not authorised to carry on investment business in the United Kingdom and investors are advised that the protections afforded by the United Kingdom regulatory system may not apply to an investment in the Fund and compensation will not be available under the United Kingdom Financial Services Compensation Scheme.

The distribution of this Prospectus and the offering of the Units in certain jurisdictions may be restricted. Persons into whose possession this Prospectus comes are required to inform themselves about and to observe any such restrictions. This Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The Units have not been registered under the Securities Act of 1933 of the United States of America and, except in the case of a transaction which does not violate US securities laws, it is prohibited for the Manager or any other person to offer any Units for sale, or to sell any Units to any other person for offering or re-sale, directly or indirectly, in the United States of America or to any US Person. US Persons are not normally admitted to participation in the Fund. For the purpose of this paragraph, "the United States of America" includes its possessions, its territories and all areas subject to its jurisdiction and a "US Person" is a resident of the United States of America or a corporation or partnership organised under the laws of the United States of America.

It should be remembered that the price of the Units and the income from them can go down as well as up and that investors may not receive, on the realisation of their Units, the amount that they invested. Your attention is drawn to the 'Risk Warnings' section of this Prospectus.

The Manager has taken all reasonable care to ensure that the facts stated herein are true and accurate in all material respects and that there are no other material facts, the omission of which would make misleading any statement herein whether of fact or opinion. No application has been made for the Units now being offered for subscription to be listed or otherwise dealt in on any Stock Exchange. This Prospectus should be read in conjunction with the most recent set of published accounts of the Fund.

March 2021

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## Definitions

In this Prospectus unless the context requires otherwise:

**"Accounting Date"** means 31 March in each year;

**"Administrator"** means BNP Paribas Securities Services S.C.A., Jersey Branch;

**"AIFM"** means the alternative investment fund manager under Directive EU/2011/61 (the Alternative Investment Fund Managers Directive), and rules implementing it in the UK, in each case as amended from time to time;

**"Alternative Investment Fund Managers Directive"** includes the UK rules implementing such directive including those forming part of UK law by virtue of the European Union (Withdrawal) Act 2018;

**"Business Day"** means a day on which banks are generally open for business in Jersey and London;

**"Fund"** means Threadneedle Property Unit Trust;

**"Investment Advisor"** means Threadneedle Portfolio Services Limited;

**"Manager"** means Threadneedle Investments (Channel Islands) Limited;

**"Pricing Day"** means a day as at which Subscription and Realisation Prices are calculated, normally the last Business Day of each month;

**"Realisation Price"** means the price at which a Unit may be realised, calculated as explained in the section 'Calculation of Subscription and Realisation Prices and Valuation of the Fund';

**"Subscription Price"** means the subscription price of a Unit, calculated as explained in the section 'Calculation of Subscription and Realisation Prices and Valuation of the Fund';

**"Trustees"** means BNP Paribas Depositary Services (Jersey) Limited and BNP Paribas Depositary Services Limited;

**"US Person"** has the meaning given above in the introduction to this Prospectus;

**"Unit"** means a unit in the Fund;

**"Unitholder"** means a registered holder of a Unit.

## Directory

### The Fund

(regulated by the Jersey Financial Services Commission)  
Threadneedle Property Unit Trust

### Manager and AIFM

(regulated by the Jersey Financial Services Commission)  
Threadneedle Investments (Channel Islands) Limited

### Registered Office

IFC 1  
The Esplanade  
St Helier  
Jersey JE1 4BP  
Tel: +44 1534 709100  
Fax: +44 1534 709190

### Administrator/Registrar

**Registered Office and Principal place of business:**  
(regulated by the Jersey Financial Services Commission)  
BNP Paribas Securities Services S.C.A., Jersey Branch  
IFC 1  
The Esplanade  
St Helier  
Jersey JE1 4BP  
Tel: +44 1534 813826  
Fax: +44 1534 849304

### Trustees

(regulated by the Jersey Financial Services Commission)

BNP Paribas Depository Services (Jersey) Limited  
IFC 1  
The Esplanade  
St Helier  
Jersey JE1 4BP  
Channel Islands  
Tel: +44 1534 813912  
Fax: +44 1534 849318  
(Registered Office and Principal Place of Business)

BNP Paribas Depository Services Limited  
IFC 1  
The Esplanade  
St Helier  
Jersey JE1 4BP  
Channel Islands  
Tel: +44 1534 813912  
Fax: +44 1534 849318  
(Registered Office and Principal Place of Business)

### Investment Advisor

Threadneedle Portfolio Services Limited  
Cannon Place  
78 Cannon Street  
London EC4N 6AG

### Auditors

PricewaterhouseCoopers LLP  
More London  
7 More London Riverside  
London  
SE1 2RT

### Independent Valuer

CBRE Limited  
St Martin's Court  
10 Paternoster Row  
London  
EC4M 7HP

JLL Ltd  
30 Warwick Street  
London  
W1B 5NH

### Jersey Legal Advisors to the Fund

Mourant Ozannes (Jersey) LLP  
PO Box 87  
22 Grenville Street  
St Helier  
Jersey JE4 8PX  
Channel Islands

### UK Legal Advisors to the Fund

(in respect of fund related matters)  
Hogan Lovells International LLP  
Atlantic House  
50 Holborn Viaduct  
London EC1A 2FG

## Principal Features of the Fund

The following is a summary of the principal features of the Fund and should be read in conjunction with the full text of this Prospectus.

### Structure

The Fund is an unclassified open-ended unit trust originally established under English law by a Trust Deed dated 15 June 1967 under the name Molins Property Unit Trust. The Fund subsequently changed its name first to Sackville Property Unit Trust and then to Threadneedle Property Unit Trust and is now governed by a sixth amended and restated trust instrument under Jersey law dated 22 December 2020 (as may be amended from time to time) made between the Manager and the Trustees (the "Trust Instrument"). The nature of the rights represented by Units in the Fund is that of a beneficial interest under a trust. The Unitholders have a right to the income of the Fund as and when it arises (provided that the Manager can in certain circumstances delay distribution of income if such income has not been received by the Trustees).

### Eligible investors

The Fund is open to pension funds, insurance companies and other corporate and institutional investors. It is intended that units in the Fund will be widely available and will be marketed and made available sufficiently widely to reach such categories of investor and in a manner appropriate to do so, subject to the minimum amount required for investment (see below). Units may also be issued to wealthy individuals whom the Manager considers have appropriate experience to invest. The Manager has the right to exclude categories of person (including US Persons) whose participation may adversely affect the Fund.

### Investment philosophy and objectives

The objective of the Fund is to provide Unitholders with an indirect investment exposure to a diversified portfolio of property assets in the United Kingdom subject to the investment restrictions set out in the 'Investment powers and restrictions' section of this Prospectus.

### Currency of Units

Pounds Sterling.

### Minimum initial investment

The minimum amount required for initial investment is £250,000 or such lesser amount as the Manager in its absolute discretion agrees (subject to a minimum limit of £25,000). The Manager will exercise its discretion on a case by case basis and will not normally waive the £250,000 minimum unless it is satisfied that the investor has received financial advice or the investment is made on an investor's behalf by a discretionary investment manager.

### Subscriptions

Subscriptions may be made with effect from the last Business Day of each month (a "Pricing Day") at a price determined as at that day.

### Realisations

Units will normally be realised by reference to the fifth Pricing Day following the realisation request, at the Realisation Price. The Manager has the option to give effect to the request by:

- realising assets to fund the realisation proceeds;
- offering the Units to existing Unitholders or to potential investors; or
- winding up the Fund.

In the first two cases payment is normally made as soon as practicable following the relevant Pricing Day. A realising Unitholder will continue to be entitled to receive income on his Units until the relevant Pricing Day where payment is received.

### Distributions

Income is allocated to Unitholders monthly and is paid out at the end of each quarter.

However, if at any time all or part of the income that would otherwise be distributed has not yet in fact been received by the Trustees, and the Manager considers (in its sole discretion but acting reasonably in light of prevailing circumstances) that it would be unlikely to be in the interests of Unitholders as a whole for an advance from the Fund's property to be made to make up the shortfall, the Manager may delay all or part of a distribution of income. This is conditional on the Trustees confirming to the Manager in writing that in the Trustees' opinion such delay does not materially prejudice the interests of the Unitholders. The Unitholders will remain entitled to the relevant income which will be distributed when the Manager considers it appropriate to end the delay.

### Accounting Date

31 March of each year.

### Accounts

The currency of account is Pounds Sterling. Annual audited Report and Accounts will be sent to Unitholders.

### Taxation

Non-UK residents (including unit trusts such as the Fund) are generally subject to UK tax on capital gains from 6 April 2019 arising on a disposal of UK immovable property. However, the Fund has made an election for exemption for offshore collective investment vehicles with the effect that the Fund will be exempt from UK corporation tax on capital gains on disposals of UK immovable property. The 'Taxation' section of this Prospectus gives further detail.

The income of the Fund belongs directly to Unitholders and is not taxed in the hands of the Trustees. Unitholders may be subject to tax on such income, and on gains they realise in disposing of Units, under the law of the country in which they are resident or domiciled and/or under UK tax law.

Further detail regarding the tax implications of investing in the Fund is set out in the sections 'Income' and 'Taxation' in this Prospectus.

## Functionaries

### The Trustees

BNP Paribas Depositary Services (Jersey) Limited is a company incorporated (originally as Williams Glyn Secretaries & Registrars (C.I.) Limited) in Jersey on 3 November 1972 with limited liability under the Companies (Jersey) Law 1991. It has an issued and fully paid-up share capital of £4,250,000 divided into 4,250,000 shares of £1 each. BNP Paribas Depositary Services Limited is a company incorporated on 10 January 1978 with limited liability under the Companies (Jersey) Law 1991, as amended. It was originally incorporated with the name S.G. Warburg & Co. (Jersey) Trustees Limited and most recently changed its name to BNP Paribas Depositary Services Limited on 2 July 2007. BNP Paribas Depositary Services Limited has an authorised and issued share capital of £250,000 divided into 250,000 shares of nominal value of £1.00 each, fully paid. The ultimate holding company of the Trustees is BNP Paribas S.A., a company incorporated in France.

The principal business of BNP Paribas Depositary Services (Jersey) Limited is the provision of corporate trust services. The principal business of BNP Paribas Depositary Services Limited is the provision of corporate trust services.

The directors of BNP Paribas Depositary Services Limited and BNP Paribas Depositary Services (Jersey) Limited are as follows: Ian Blackburn, Michael Burley, Jonathan Barette, Dawn Ferrow and Nick Harris. The directors are all employed by BNP Paribas Securities Services S.C.A., Jersey Branch a parent company of the Trustees. The directors of the Trustees are also directors of other companies and a full list of the directorships held by the directors of each Trustee may be inspected at the registered offices of the Trustees.

### The Manager

Under the terms of the Trust Instrument, the Manager will act as manager of the Fund and will provide management, administration and discretionary investment management services. The Manager is the AIFM of the Fund for the purposes of the Alternative Investment Fund Managers Directive. The Manager is also responsible for maintaining the register of Unitholders (the "Register") and for the primary distribution of the Units. The Manager is entitled to delegate these functions. The Manager is a company incorporated in Jersey on 12 March 2002 with limited liability under the Companies (Jersey) Law 1991. The Manager has an authorised, issued and fully paid-up share capital of £1,000,000. The ultimate holding company of the Manager is Ameriprise Financial, Inc., a corporation incorporated in Delaware, USA.

The Manager carries on the business of mutual fund management and administration.

### The directors of the Manager are:

**Kevin Mundy** (Jersey) who is an Independent Non-Executive Director has over 25 years of experience within the Jersey Financial Services Industry having worked for BNP Paribas in senior managerial roles for 12 years. Prior to this independent role he has been a Director of BNP Paribas Securities Services Fund Administration Limited, the Global Product Manager for Real Estate and Private Equity, the Head of GC & GFS Products for Jersey, Guernsey and the IOM, Managing Director of BNP Paribas Fund Services Jersey Limited and a Director of BNP Paribas Jersey Trust Corporation Limited, the Wealth Management Trust Company, where he headed up the Real Estate Fund Services business providing trustee services to a number of Jersey Property Unit Trusts. He is a qualified Company Secretary and is an Associate of the Institute of Chartered Secretaries and Administrators. He is also a director of a number of other Threadneedle Jersey based companies.

**Richard Prosser** (Jersey) is Chairman of the Manager. He qualified as a Chartered Accountant in 1989. From June 2000 to 31 December 2020 Richard was a director and shareholder of Eterra Trust (Jersey) Limited (now part of the Ocorian Group). He is a Fellow of the Institute of Chartered Accountants in England and Wales, a member of the Society of Trust and Estate Practitioners, and a member of the Institute of Directors. Richard has been involved in the finance industry in Jersey for over 35 years and has extensive experience of dealing with offshore structures for high net worth families and corporations based throughout the world. He is also Chairman of Aberdeen Latin American Income Fund, quoted in London.

**Paul Le Marquand** (Jersey) who is an independent Non-Executive director with 28 years' experience in dealing with commercial real estate. Paul qualified as a Chartered Surveyor in 1986 and spent 17 years working in the UK, predominantly for companies within BAA plc group, he was an Associate Director at Lynton plc, Assistant Group Property Director for BAA plc and Head of Property Management at Heathrow Airport. He returned to Jersey in 2001 to take up the role of Director of Property Fund Administration for Mourant and was subsequently a Director of Sanne Trust Company Limited before becoming an independent Non-Executive director in June 2010.

Paul is regulated by the Jersey Financial Service Commission to provide Director Services and holds a Diploma in Company Direction from the Institute of Directors.

Paul has considerable experience and expertise in the acquisition, management and disposal of commercial real estate investment properties and his experience spans offices, retail, industrial, healthcare, hotel, leisure and residential properties.

The Manager intends to appoint two further directors subject to JFSC approval in due course.



**Joseph Vullo** joined Threadneedle Property Investments in October 2000 as an asset manager and is now Head of UK Real Estate. In this role, he is responsible for all matters relating to Columbia Threadneedle Investments' Property Business as delegated to it by the CEO of EMEA. Before joining the company, Joseph worked in private practice for Drivers Jonas advising a mixture of institutional investors and property companies. Joseph holds a diploma in Estate Management from the College of Estate Management, Reading, and is a member of the Royal Institute of Chartered Surveyors.

**Stephen Lauder** who since joining Columbia Threadneedle Investments in 2001, has managed teams within Real Estate Operations prior to being appointed Head of Real Estate and Infrastructure Operations in 2014. In 2020, Stephen was promoted to Chief Operating Officer, UK Real Estate being responsible for the oversight of operations across the UK Real Estate business and providing key support in the delivery of growth opportunities including new products. Stephen is a member of the Property Committee, chair of the Property Business Management Team, a member of the Valuation Committee of the Columbia Threadneedle European Sustainable Infrastructure Fund and is a director of a number of legal entities located in the UK and Luxembourg connected to CTI's Real Assets investment vehicles. Stephen is an associate member of the Chartered Institute of Management Accountants and the Chartered Institute for Securities and Investments. He holds a First Class Honours Degree in Mathematics from The University of Southampton.

In addition, it is expected that a further non-executive director of the Manager will be appointed in due course.

### **The Administrator**

With the approval of the Trustees the Manager delegates certain of its day to day administrative and registrar's functions (but not its investment management or distribution functions) to the Administrator. However, the Manager retains control over matters over which the Prospectus indicates that it has discretion (for example, minimum subscriptions and variation of standard procedures), and it remains fully liable for all delegated functions. The Manager has delegated the role of registrar to the Administrator. The Manager may remove the registrar by providing not less than six months notice in writing.

### **The Investment Advisor**

The Trustees, on the recommendation of the Manager, have appointed the Investment Advisor to provide the Fund with investment advisory and management services in relation to the Fund. Threadneedle Portfolio Services Limited took over the role of Investment Advisor from its group company, Threadneedle Asset Management Limited in July 2014 following an internal restructure of Threadneedle activities. The Investment Advisor is regulated in the UK by the Financial Conduct Authority. The Investment Advisor also acts as a sub-distributor of the Units.

## **Management of the Fund**

### **Role of Trustees**

The Trustees hold (either themselves or with or through their agents, delegates or nominees) all the assets of the Fund and all documents of title to such assets. The Trustees may appoint sub-custodians, nominees and agents to perform their duties.

The Trustees are responsible for the safekeeping of the assets of the Fund. They have no responsibility for investment policy or the purchase and sale of individual properties for the Fund, which is a matter for the Manager, but they monitor compliance with the Trust Instrument and the investment powers and restrictions set out in this Prospectus.

The Trustees monitor the activities of the Manager as they relate to the Fund and are entitled at any time and at their discretion to give notice to the Manager that they are not prepared to accept the transfer of any investment which in their opinion infringes the terms of the Trust Instrument. The Trustees are entitled to require the Manager to deposit other investments which are acceptable to the Trustees or cash in place of such investments. The Trustees are required to take reasonable care to ensure that the acquisition of investments does not breach any investment restrictions contained in the Trust Instrument and that the methods used by the Manager for valuing the property of the Fund, for calculating Unit prices and for issue and realisation of, and other dealings in, Units are in accordance with the Trust Instrument.

### **Investment powers and restrictions**

The Trust Instrument provides for the assets of the Fund to be invested in immovable property and in rights, interests and arrangements relating to such property. Uninvested cash may be held on deposit or held temporarily in the form of certificates of deposit, or other money market or near cash investments. The Trust Instrument also permits the Manager to apply up to 10 per cent of the assets of the Fund (measured at the time of investment) in other investments or activities which it considers are convenient or advantageous for the Fund to hold or carry on. Unless the Trustees agree otherwise, such investments or activities must be carried on through companies or unit trusts which are wholly-owned by the Fund. The Manager may use this power, for example, to gain the Fund exposure to instruments such as total return swaps or property index certificates, which achieve property index linked returns in exchange for the comparable return on cash. Where the instruments concerned involve counterparty exposure, the total exposure will be included in determining levels of gearing within the Fund for the purposes of the borrowing limits mentioned below.

The Trust Instrument contains the following restrictions on the nature of assets which the Fund may invest in. Unless otherwise stated, they apply only to determine whether the

Manager may acquire additional assets of the kind concerned, and are not triggered by changes in the value of existing assets or by disposals from the Fund.

- Not more than 15% of the Fund's net asset value may consist of leasehold interests in any property of which the unexpired term is less than 60 years.
- No property may be acquired by the Fund if it is subject to any mortgage unless it is a mortgage where the outstanding sums do not exceed 50% of the unmortgaged value of the property, which may be discharged on demand or within 28 days by repayment of all outstanding sums and is not secured either immediately or contingently on any other property.
- Not more than 20% of the Fund's net asset value may consist of property which is undergoing substantial development, redevelopment or refurbishment and is not let or prelet.
- No one property may constitute more than 15% of the Fund's net asset value.
- Not more than 20% of the gross annual rental may be receivable from any one source (or group of companies); this restriction does not apply to rentals receivable from the UK government or any UK government agency.
- The value of any transferable securities or loan stock not listed or quoted on a recognised market may not exceed 15% of the net asset value of the Fund.
- The value of the Fund's holding in transferable securities by any single issuer may not exceed 15% of the net asset value of the Fund. These restrictions do not apply to the securities of any issuer wholly owned by the Fund.
- Not more than 20% of the net asset value of the Fund may comprise a holding in a collective investment scheme (although the Manager may agree to reduce this to 15% to comply with regulatory rules to which a Unitholder may be subject).
- Not more than 35% of the net asset value of the Fund may comprise government or other public securities.

### **Borrowing**

The Trustees, at the direction of the Managers, have the power to borrow and give guarantees in accordance with the following paragraphs and to enter into currency arrangements. There are no restrictions on the circumstances in which borrowing may be made. Guarantees and indemnities may be given in respect of obligations of any subsidiary vehicle of the Fund or any person, partnership or entity with whom the Fund is in partnership or joint venture or has otherwise entered into co-ownership arrangements.

There is no restriction on the sources of leverage. However, the type of leverage most commonly employed by real estate funds is senior secured lending from authorised financial institutions with specialised commercial real estate finance practices. Facilities of this nature require the borrower to provide security over the asset in the form of mortgages and share pledges (as appropriate) together with pledges over the cash flows and other receivables derived from the secured property.

The maximum amount of borrowings which may be made for the account of the Fund is 35% of the net asset value of the Fund at all times, although the Manager does not currently intend to incur borrowing in excess of 20% of net asset value. If the 35% limit is exceeded as a result of a change in the net asset value of the Fund, the Manager is required to rectify the position as soon as is reasonably practicable and consistent with the interests of Unitholders.

Borrowing for the purposes of purchasing property may not exceed 50% of the purchase price of the property.

### **The role of the Manager and the Investment Advisor**

The Manager has overall responsibility for the management and administration of the Fund. The Trustees, on the recommendation of the Manager, have appointed the Investment Advisor to provide investment advisory and management services in relation to the Fund. The Manager acts as the alternative investment fund manager or "AIFM" of the Trust for the purposes of the EU Directive on Alternative Investment Fund Managers Directive.

The Manager will set and review annually investment and borrowing guidelines ("Guidelines") to which the Investment Advisor must adhere. The Manager will also identify and monitor such other areas of risk within the Fund as the Manager and Trustees deem appropriate.

The Investment Advisor is authorised to act on a fully discretionary basis on all matters relating to the purchase, sale, leasing, development and any other asset management activities of the Fund that fall within the Guidelines. It will be supervised by the Manager.

### **The role of the Compliance Officer, Money Laundering Compliance Officer and Money Laundering Reporting Officer**

The Manager and the Trustees have appointed a Compliance Officer, Money Laundering Compliance Officer and Money Laundering Reporting Officer for the Fund. The appointment has been approved by the JFSC.

The Compliance Officer, Money Laundering Compliance Officer and Money Laundering Reporting Officer duties include the following:

- (i) Ensuring that the activities in Jersey are organized and executed in accordance with the requirements of the applicable regulatory framework;
- (ii) Acting as a primary point of contact for the JFSC and the Joint Financial Crimes Unit;
- (iii) Preparation and presentation of compliance reports to the board of the Manager;
- (iv) Communicating with the JFSC providing a consistent controlled approach;
- (v) Advising the board of the Manager and the Trustees of any changes to legislation;
- (vi) Review of and advising on the implementation and maintenance of policies and procedures to the board of the Manager;
- (vii) Monitoring complaints, errors and breaches ensuring that relevant actions are carried out and reporting these to the board of the Manager;
- (viii) Monitoring and maintaining a record of any Conflicts of Interest;
- (ix) Evaluating Money Laundering / suspicious activity reported by the staff;
- (x) Ensuring that Anti Money Laundering and countering the financing of terrorism training is conducted;
- (xi) Ensuring Controls are conducted; and
- (xii) Ensuring that registers are maintained for all breaches, errors, complaints, gifts, etc.
- prior notice. This provision will only be utilised in the event of market fees for comparable mandates increasing, and in event may only be used once in any 12 month period.
- (b) for Unitholders which do not qualify under Unit Class A; defined as Unit Class B the Manager's and Investment Advisor's aggregate charges will be:
- 0.75% per annum on gross assets (including income, but excluding the value of Investment in other Threadneedle funds).
- (c) for Unitholders which qualify under Unit Class B but are also subject to a trail commission, defined as Unit Class C; the Manager's and Investment Advisor's aggregate charges will be:
- 0.50% per annum on gross assets (including income, but excluding the value of Investment in other Threadneedle funds)
- (d) for Unitholders which qualify under Unit Class A but are also subject to a trail commission, defined as Unit Class D; the Manager's and Investment Advisor's aggregate charges will be:
- 0.50% per annum on gross assets (including income, but excluding the value of Investment in other Threadneedle funds).
- For Unit Class B and C there will be no maximum limit on increases to these charges.
- Unit Classes E, F and G are not currently available to new investors but they are subject to differing management charges.

## Charges

There are no maximum amounts in relation to the fees, charges or expenses which can be borne by the Fund. There will be differing levels of management charges:

- (a) for Unitholders which are charities, UK pension funds or other UK tax exempt holders; defined as Unit Class A, the Manager's and Investment Advisor's aggregate charges will be:

0.68% per annum on gross assets (including income, but excluding the value of Investment in other Threadneedle funds) of the Fund up to £200 million; and

0.60% per annum on any amount in excess of £200 million.

These charges can be increased by a maximum of 25% subject to the Manager giving Unitholders three months'

These aggregate fees will be divided between the Manager and the Investment Advisor in such proportions as the Manager and the Investment Advisor may agree from time to time and notify to the Trustees. The above fees are calculated monthly by reference to the gross assets of the Fund and accrued income on the penultimate Business Day of each calendar month. The Manager will be entitled to an additional fee of £7,500 for its functions as Registrar.

The fees of BNP Paribas Depository Services (Jersey) Limited as Trustee will be 0.01950% per annum on the Fund's net assets up to £50 million, 0.015% per annum on the Fund's net assets between

£50 million and £250 million, 0.0125% per annum on the Fund's net assets between £250 million and £750 million, 0.00625% per annum on the Fund's net assets between £750 million and £1 billion, 0.00550% per annum on the Fund's net assets in excess of £1 billion., subject to a minimum of £25,000 per annum.

The fees of BNP Paribas Depositary Services Limited will be, 0.01950% per annum on the Fund's net assets up to £50 million, 0.015% per annum on the Fund's net assets between £50 million and £250 million, 0.0125% per annum on the Fund's net assets between £250 million and £750 million, 0.00625% per annum on the Fund's net assets between £750 million and £1 billion, 0.00550% per annum on the Fund's net assets in excess of £1 billion, subject to a minimum of £25,000 per annum.

No additional sums are agreed to be paid to the directors of the Trustees.

The Manager will bear the fees of the Administrator.

The Manager and the Trustees bear their own staff and accommodation costs. The Manager bears all costs incurred in marketing the Fund and the fees of managing agents, other than those paid by tenants under service charges. Otherwise the Fund (or Unitholders, as explained below) bears the costs of its operation, including all legal and other professional fees incurred in connection with the acquisition or disposal of investments or otherwise in connection with the Fund or its investments.

There is no charge for realising Units, although there is a bid/offer spread. The latter reflects the costs of buying and selling investments.

The Manager accounts to the Fund for any insurance commission which it receives in relation to the Fund's properties, but is entitled to retain landlord's fees relating to licences for alterations, assignments and sub-lettings. The Manager and its associates may also buy and sell Units of the Fund for their own account (including purchases from and sales to investors on the basis described under 'Unit Dealings' below) and may retain the benefit of doing so. Any service charge rebate is deducted from the agent's fee which the Fund charges to tenants. Neither the Manager nor the Investment Advisor will, when acting in their capacity as such, receive any other fee or benefit in relation to the Fund.

Since income from the Fund belongs to Unitholders, Unitholders are required to bear directly the annual charges of the Trustees, the Manager and the Investment Advisor, and any other expenses of a revenue nature, pro rata to their holdings (with appropriate adjustments to reflect the differential management charges mentioned above). Such amounts will normally be deducted from distributions of income. In exceptional circumstances the Manager may pay revenue expenses out of property of the Fund.

## Unit Dealings

### Applications and the issue of Units

Except where dealings in Units has been suspended, Units may be issued during business hours on any Pricing Day at the Subscription Price (calculated as explained in the section 'Calculation of Subscription and Realisation Prices and Valuation of the Fund'). Initial applications for Units should be made on the Application Form provided (copies of which are available from the Administrator) and sent to the Administrator. The Manager may require any applicant to provide further information and/or declarations. Subsequent applications for Units may be made in writing or such other method as the Manager in its discretion, may accept. In the exercise of the Manager's discretion to accept or reject applications for Units.

The process adopted by the Manager in exercising its powers to control investor inflows is as follows:

1. All unit subscriptions will be registered and accommodated on a first-come-first-served basis. Subscriptions greater than £10m will be held in a separate queue and released into the above process when that applicant's first £10m subscription has been fully satisfied. Any subscriptions received by the Fund on the same date and time will be satisfied on a pro-rata basis.
2. Subscriptions will be accommodated up to the Fund's target liquidity threshold, as determined by the Manager.
3. Applicants whose subscriptions are fully or partially accommodated at a particular month end will receive notice to that effect after the dealing day.
4. Applicants whose subscriptions are not fully satisfied at the first dealing day following receipt, will automatically be held in the queue, with the unfulfilled balance processed at the next or later dealing day, unless the applicant confirms in writing its desire to withdraw such outstanding subscription.
5. Should an applicant not take up the entirety of any issuance made available to it, above a minimum level of £0.5m, then the whole subscription will be removed. Such applicant may reapply, however, on doing so will be treated as a new applicant.

The Manager will periodically review the Fund's policies on subscriptions and redemptions, although the redemption policy as set out in the Trust Instrument cannot be amended without investor consent. The Subscription Price of Units will be determined on the first Pricing Day after the Manager's receipt of completed application, subject to any waiting lists in operation at the time restricting the issue of Units. The Manager may issue fractions of Units calculated to three decimal places.

The Fund is open to pension funds, insurance companies and other corporate and institutional investors. Units may also be issued to wealthy individuals whom the Manager considers have appropriate experience to invest. The minimum initial subscription for Units is £250,000. However, the Manager may accept lesser amounts (with a minimum of £25,000) where the Manager is satisfied that the investor has received financial advice or the investment is made on the investor's behalf by a discretionary investment manager.

The Manager is responsible for the marketing of the Fund and the admission of investors. Subscriptions may be accepted or rejected by the Manager in its discretion. Furthermore, the Manager may, following consultation with the Trustees, suspend any dealing in the Units (including any issue, realisation and transfer of Units) if the Manager and the Trustees consider that due to exceptional circumstances there is good and sufficient reason to do so having regard to the interests of Unitholders (or potential investors).

The Manager may in its discretion satisfy any application for Units by procuring the sale to the applicant of existing Units, or the reissue to the applicant of fully paid Units of realising Unitholders, in either case at a price not more than the Subscription Price nor less than the Realisation Price current at the time of the reissue.

Once an investor has completed the account set-up process they may use the fax dealing facility to both process and release proceeds of redemption and/or place subsequent purchases. Only subsequent deals, after original application, may be submitted via fax and any deal instructions submitted by fax are done so at the investors own risk. It is the investor's responsibility to ensure that all information on the deal instruction is true and accurate. The Fund and its agents (including the Investment Manager and the Administrator) is under no obligation to verify the information provided on the deal instruction and will perform its standard anti-money laundering and authorised signatory checks on all deal instructions. By completing an application for units the investor indemnifies the Fund and its agents (including the Investment Manager and the Administrator), against all losses, costs, demands, expenses, actions, proceedings and claims incurred by any such persons or entities as a result of acting on such fax instructions which they reasonably believed to be a valid instruction. All instructions to change registered information must be submitted via a written letter. This includes but is not limited to change of address and/or payment instructions.

#### **Requirements for the Prevention of Money Laundering**

Measures aimed at the prevention of money laundering may require a detailed verification of the applicant's identity. By way of example, an individual may be required to produce a certified copy of a passport or identification card together

with evidence of his/her address such as a utility bill or bank statement. In the case of corporate applicants this may require production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent), and the names, occupations, dates of birth and residential and business addresses of all directors and beneficial owners. The Manager reserves the right to (i) request such information as is necessary to verify the identity of an applicant and/or ultimate beneficial owner and (ii) require that a compliance officer visit an applicant/unitholder to verify that individual's identity. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Manager may refuse to accept the application. Failure to provide documentation may result in the withholding of realisation proceeds.

The Manager and Trustees have appointed a Compliance Officer to maintain appropriate policies and procedures for the prevention of money laundering and to monitor compliance with those policies and procedures in accordance with legislation and regulation applicable in Jersey.

#### **Payment for Units**

Payment must be made direct to the Administrators by telegraphic transfer in Pounds Sterling by the third Business Day after the relevant Pricing Day. Units will not be issued until payment has been received by the Trustees in cleared funds. Subscription monies may be paid in other currencies by prior arrangement with the Manager and the costs of conversion may be deducted by the Manager from the subscription monies. At the Manager's absolute discretion and by prior arrangement with the Manager, payment for Units may be accepted in forms of consideration other than cash if the assets to be acquired do not materially prejudice the interests of the Unitholders (to be determined by the Manager acting reasonably) and their acquisition complies with the investment restrictions in the Trust Instrument. Under normal circumstances, the costs and expenses related to the acquisition of the assets under such an arrangement would be paid by the person from whom the assets have been received.

#### **Title to Units**

Title to Units will be evidenced solely by reference to entries in the Register. Certificates evidencing title will not be issued.

#### **Realisation of Units**

Except where dealings in Units has been suspended, Unitholders may at any time during normal business hours request the realisation of all or part of their holding of Units by submitting a written realisation form (a "Realisation Notice"). A Realisation Notice must include or be accompanied by such evidence of the Unitholder's identity and such other documents as the Manager may require (including for tax reporting purposes), failing which payment of realisation proceeds may be delayed.

The Realisation Price for Units will be determined on:

- (a) the fifth Pricing Day following the receipt by the Administrator of the valid Realisation Notice (which the Manager considers will be the normal process);
- (b) the first Pricing Day at which the Manager deems it appropriate to settle the requested realisation, if the Manager considers it necessary to defer beyond the fifth Pricing Day for the protection of the interests of continuing Unitholders; or
- (c) upon the ending of any suspension in dealings in Units.

Notwithstanding the above, if the Manager receives a request to process and settle a Realisation Notice prior to the dates stated above for any reason deemed appropriate by the Manager and the Manager reasonably believes that an early settlement of such a Realisation Notice will not materially prejudice the interests of existing Unitholders, the Manager may process and settle a Realisation Notice prior to the fifth Pricing Day following the receipt of a valid Realisation Notice (as described above). In these circumstances, the Realisation Price for the Units in question will be determined on the Pricing Day immediately following the Manager's determination to settle the Realisation Notice early.

Subject to receipt of the requisite realisation request and such evidence of title and any applicable money laundering prevention information and tax reporting information as the Manager may require, realisation proceeds will normally be paid as soon as practicable following the Pricing Day referred to above. Payments will be made in Pounds Sterling, by telegraphic transfer to an account specified in the Realisation Notice. Pending payment the realising Unitholder's Units will remain in issue and he will continue to be entitled to participate in the income of the Fund as if the Realisation Notice had not been given. Units are normally cancelled on a Pricing Day.

A Realisation Notice once given may not be withdrawn without Manager consent. If the whole or part of the Units which are the subject of a Realisation Notice are subsequently transferred to a third party, the Units will be transferred subject to the Realisation Notice, which will remain in force.

Where a Realisation Notice has been given, the Manager may, at any time before the realisation proceeds have been paid, arrange for the purchase or reissue of the Units concerned at a price not less than the Realisation Price nor greater than the Subscription Price, in each case on the Pricing Day prior to the date of reissue.

#### **Holder becoming a Disqualified Holder**

A "Disqualified Holder" is a Unitholder who is, or who holds Units on behalf of, a person whose interest in such Units (whether alone or in conjunction with other persons in the same position) is:

- (a) such as to cause the Manager or the Trustees to be in breach of any law or regulation of any country or governmental authority; or

- (b) in the Manager's reasonable opinion, likely to give rise to any fiscal, tax or other pecuniary disadvantage to the Fund or to other Unitholders or to increase the cost of administering the Fund.

Any Unitholder who to his knowledge becomes a Disqualified Holder is required to notify the Manager accordingly and to offer all his Units for sale. The Manager may call upon the holder of any Units to establish to its satisfaction that the holder is not a Disqualified Holder, failing which the Manager may require him to sell his Units. If the Unitholder fails to sell his Units the Manager may do so as the Unitholder's agent.

The Manager considers that any US Person will be a Disqualified Holder, and on this basis US Persons will not be admitted to the Fund. In addition any person who becomes a US Person is similarly a Disqualified Holder.

Any Unitholder who fails to furnish information reasonably requested by the Manager for the purposes of ensuring that the Fund satisfies the conditions for the exemption for offshore collective investment vehicles from UK corporation tax on chargeable gains on disposals of UK land can be treated as a Disqualified Holder, and his Units may be subject to compulsory sale or compulsory redemption. The Manager will be entitled to take any other action considered expedient to mitigate the consequences of such Unitholder's failure or to ensure that the consequences of such failure are, to the extent practically possible, economically borne by such Unitholder.

#### **Transfer of Units**

Except where dealings in Units have been suspended, Units may be transferred by the registered holder by an instrument of transfer in the prescribed form signed by the transferor and the transferee and deposited with the Administrator for registration.

Registration of a transfer will normally take effect only on a Pricing Day and the transferring Unitholder (as the previously registered holder of the Units) will receive all income accrued prior to that day. It will be the responsibility of the transferor and transferee to deal with any taxes, duties, imposts or levies payable on or in consequence of a transfer of Units. The Fund will report details of transfers of Units to HM Revenue & Customs annually.

All transfers are subject to provisions of the Trust Instrument and this Prospectus. In particular no transfers will be made to a person who is ineligible to hold Units, and the transferee may be required to provide information about its identity to comply with the money laundering procedures (explained in the section 'Requirements for the Prevention of Money Laundering') and to confirm eligibility. Both the transferor and the transferee will be required to provide information about the transfer to the Fund, in order to assist the Fund in satisfying the reporting requirements for the exemption for offshore collective investment vehicles from UK corporation tax on chargeable gains on disposals of UK land.

#### **Availability of prices**

Subscription and Realisation Prices will be available from the Manager upon request.

## Calculation of Subscription and Realisation Prices and Valuation of the Fund

### Calculation of net asset value

The net asset value of the Fund will be calculated by the Manager as at the last Business Day of each month (a "Pricing Day"). The Manager may appoint additional or alternative days to be Pricing Days; it will notify Unitholders of any change. Valuations of real property are made by the Independent Valuers.

The Trust Instrument provides that total investments and cash comprised in the property of the Fund will be valued as follows:

- (a) real property will be valued on the basis of the open market value (as defined in the 'Appraisal and Valuation Manual' of the Royal Institution of Chartered Surveyors); and
- (b) investments other than real property will be valued at their market value.

For this purpose the Manager is normally required to use (where applicable) prices quoted or dealt in on an investment exchange on which the investment is traded. In the case of collective investment schemes the Manager may rely on prices or valuations provided by the manager or operator of the scheme concerned. The Manager will supply information on the Fund to valuers and managing agents as necessary.

The valuation will take account of the liabilities of the Fund and provisions for amounts payable and receivable, for example, in respect of property under development or refurbishment. Net asset value is calculated as the Standard NAV in accordance with AREF Fund Pricing Guidance.

### Calculation of the Subscription Price and Realisation Price

The Manager issues and realises Units at historic prices per Unit known as the "Subscription Price" and "Realisation Price" respectively. These are ascertained by taking the net asset value of the Fund [as at the most recent Pricing Day] (calculated as explained above), making certain adjustments as explained below, and dividing the result by the number of Units in issue or treated as being in issue. Unit Prices are calculated to the nearest penny.

In arriving at Subscription and Realisation Prices the Manager may adjust the net asset value of the Fund to reflect the incidental costs which would be incurred (respectively) in acquiring or disposing of the property held by the Fund at the time.

If the Manager suspends dealings in Units, the calculation of the Subscription Price and the Realisation Price will commence on the next relevant Business Day following the ending of the suspension.

## Other Information

### Risk warnings

An investment in the Fund involves certain risks. The value of Units in the Fund may go up or down and accordingly an investor may not receive back the amount invested. In addition, there are risks associated with investing in the Fund (some of which are summarised below) which are not necessarily applicable to investments in other asset classes. Prospective investors should carefully review the risks associated with investing in the Fund with their financial, tax or legal advisors. The performance of the Fund may be adversely affected, either directly or indirectly, by the impact of general economic and political conditions in the UK and elsewhere, by conditions within the UK property market generally or locally, by the particular financial condition of the tenants of the Fund's properties and of other parties doing business with the Fund and by changes in interest rates to the extent that this affects any borrowings.

In particular, since its discovery in December 2019, a new strain of coronavirus, which causes the viral disease known as COVID-19, has spread from China to many other countries, including the UK. The outbreak has been declared a pandemic by the World Health Organization, and numerous countries have declared a public health emergency in response to the outbreak. COVID-19 is expected to directly and indirectly adversely impact the Fund in material respects by creating significant volatility in financial markets, interrupting business activities, supply chains and transactional activities, disrupting travel and negatively impacting the economy. Looking beyond the short-term disruption caused by COVID-19, as at the date of this Prospectus it is extremely difficult to predict what the medium and long-term consequences might be for the real estate market, as the extent and duration of any disruption is currently very unclear. It is currently unclear whether the virus may perhaps remain active in the population as a seasonal illness occurring annually. The rapid development of this situation precludes any prediction as to the ultimate adverse impact of COVID-19. Nevertheless, COVID-19 presents material uncertainty and a risk of material adverse developments with respect to the Fund's investments and operations.

The performance of the Fund and the returns which investors may achieve may also be adversely affected by:

- Changes in rates of inflation which may affect the rental and capital value of any investment held by the Fund.
- Failure by a counterparty to perform its obligations under a contract or other agreement.
- Changes or fluctuations in currency or exchange rates.
- Any change in legal, tax or regulatory requirements affecting the Fund or its investments.

In addition, prospective investors should bear in mind that:

- The Fund is intended for long-term investors who can accept the risks associated with making potentially illiquid investments in real property.
- Since the underlying investments of the Fund consist wholly or substantially of real property it may be difficult to realise the Units. The value of the real property concerned will generally be a matter of a valuer's opinion and the amount derived on realisation of the property may be less than the valuation given to the property by the valuer. It may be difficult for investors in the Fund to deal in their Units or obtain reliable information about the value of that interest as distinct from that of the underlying real property. Realisation of Units may take four months or more (see section 'Realisation of Units').
- The Manager may be required to realise properties to fund realisation requests, and this may entail disposals in unfavourable market conditions.
- Investors will only have a right to approve major decisions about the Fund and may not take part in the management of the Fund.
- In certain circumstances the ability to subscribe, realise and transfer Units may be suspended by the Manager. This may impinge on the liquidity of an investment in the Fund.
- A failure by the Fund (or any joint venture in which the Fund is a participator) to perform its obligations under the terms of any loan or other financing documents, would permit the lenders to demand early repayment of the Finance and to realise any security they have over the Fund's assets.
- The Fund assumes all property ownership risks including, without limitation, environmental and third party liability risk.
- The Fund assumes the risk arising from UK Health and Safety legislation as it relates to the Property of the Fund.
- The Fund is an alternative investment fund, and the Manager is a non-EU alternative investment fund manager, under the EU Alternative Investment Fund Managers Directive ("AIFMD"). AIFMD could adversely affect the Fund (for instance, because of the additional restrictions imposed on marketing in the EU which may affect the Fund's ability to raise new capital and increased operational costs to the Fund in respect of compliance with AIFMD to permit such marketing).
- The Carbon Reduction Commitment Energy Efficiency Scheme ("CRC") is a mandatory climate change and energy saving scheme that was introduced as part of the UK's strategy to control carbon dioxide (CO<sub>2</sub>) emissions. The Fund may bear costs associated with complying with the CRC.
- The Fund may enter into transactions in derivatives and similar instruments in the circumstances explained in the 'Investment powers and restrictions' section of this Prospectus. Such transactions may commit the Trustees to make additional payments out of the Fund depending on movements in the value of a particular index or other factor, subject to limits negotiated by the Manager. The Fund's rights in such transactions may be difficult to value and may not be readily transferable; the transactions generally involve exposure to a particular counterparty and the Fund may lose the entire benefit of the transaction if the counterparty defaults. The transactions may (within the limits mentioned in the 'Investment powers and restrictions' section) have a gearing effect on the Fund's portfolio, thus potentially increasing the Fund's gains in a favourable market but increasing its exposure to loss in an unfavourable market.
- The European Commission's European Market Infrastructure Regulation or the "EMIR" imposes regulatory requirements (such as operating or reporting obligations) on market participants who use over-the-counter derivatives contracts. The Fund may bear costs associated with complying with the EMIR or be otherwise adversely affected by the EMIR.
- The UK has introduced interest restriction rules which apply for corporation tax purposes and investors within the charge to UK corporation tax could suffer a disallowance of interest expense amounts taken into account in computing profits arising to them from the Fund, depending on the particular interest capacity of such investors under the interest restriction rules.
- UK corporation tax will be charged on gains made by the Fund on disposals of UK land (to the extent the gains accrue from 6 April 2019 onwards), unless it continues to qualify for exemption as an offshore collective investment vehicle which meets the qualifying conditions. These conditions will require the Fund to report details about investors and their gains on disposals of Units to HM Revenue & Customs. If the Fund ceases to meet the qualifying conditions for the exemption election to apply, the Unitholders will be treated for the purposes of capital gains tax as making a disposal and re-acquisition of their Units in the Fund at market value at that time, and any chargeable gain arising will be treated as accruing on the earlier of 3 years from that time and when the Fund is wound up.

### Income

Income arising on the property of the Fund belongs beneficially to Unitholders and does not form part of the Fund's property (and in consequence is not reflected in the Subscription or Realisation Prices of Units). It is allocated on each penultimate Business Day in the month to Unitholders registered on that day.

Income is allocated monthly to the Unitholders entitled to it and ordinarily paid to them quarterly on, or as soon as



practically after, on the last days of March, June, September and December. However, if at any time all or part of the income that would otherwise be distributed has not yet in fact been received by the Trustees, and the Manager considers (in its sole discretion but acting reasonably in light of prevailing circumstances) that it would be unlikely to be in the interests of Unitholders as a whole for an advance from the Fund's property to be made to make up the shortfall, the Manager may delay all or part of a distribution of income. This is conditional on the Trustees confirming to the Manager in writing that in the Trustees' opinion such delay does not materially prejudice the interests of the Unitholders. The Unitholders will remain entitled to the relevant income which will be distributed when the Manager considers it appropriate to end the delay. Interest on undistributed income accrues to the Unitholders concerned. Rental profit from UK properties will be paid gross to Unitholders who have their usual place of abode in the UK and other persons who have received authority from HM Revenue and Customs to receive rent gross. Tax will be deducted at source (at the basic rate, currently 20%) from rental profit paid to Unitholders who have their usual place of abode outside the UK and who have not been authorised to receive rent gross. UK interest will be paid net of UK income tax at the basic rate unless the Trustees or the Manager receive such interest gross in which event it will be paid gross to the Unitholder. Dividends from UK companies are not subject to withholding tax. Tax vouchers will be issued to Unitholders in respect of tax deducted from payments of income.

The Manager's current policy is to make income distribution payments by electronic funds transfer. However, the Manager may, in its absolute discretion, make such payments in such other form as it may from time to time consider appropriate.

A reinvestment of income facility is available at the Manager's discretion for investors in the Fund.

Reinvestment of income will be made at the Subscription Price prevailing at the time when the reinvestment is to take place and investors should contact the Investment Advisor for further information.

### **Conflicts of Interest and Relationships within the Ameriprise Financial Group**

No director of the Trustees has any interests which conflict, directly or indirectly, with the interests of the Fund or in the offer of units in the Fund.

The Trustees, the Manager and the Investment Advisor and their respective affiliates, employees, directors, officers, delegates and agents (each a "Relevant Person") currently act and are expected from time to time during the term of the Fund to act as director, fund manager, investment manager,

investment advisor, asset manager, property manager, advisor, trustee or similar to other clients, including other funds. It is therefore possible that a Relevant Person may have potential conflicts of interest with the Fund. Each Relevant Person will, however, have regard in such event to its obligations to act in the best interests of Unitholders so far as practicable, having regard to its obligations to other clients, when undertaking any activity in relation to which a potential conflict of interest may arise. If a conflict of interest does arise, the Fund and the Relevant Person will endeavour to ensure it is resolved fairly. Relevant Persons may hold Units in the Fund.

The ultimate holding company of the Manager and the Investment Advisor is Ameriprise Financial, Inc., ("Ameriprise") a corporation incorporated in Delaware, USA. That company and its associated companies are referred to in the following paragraphs as the "Group".

Subject to any restrictions set out in the Trust Instrument, the Manager, Investment Advisor, and any other Group company are not precluded from providing services to, and effecting transactions with or for, the Fund notwithstanding the fact that the company concerned may have a material interest or relationship with another party which may involve an actual or potential conflict with the Manager's or Investment Advisor's respective duties to the Fund.

For example, such potential conflicts may arise because:

- (a) the relevant Group company undertakes business for other customers;
- (b) any of the relevant Group company's directors or employees is a director of, holds or deals in securities of, or is otherwise interested in, any company the securities of which are held by or dealt in on behalf of the Fund;
- (c) the transaction is in relation to an investment in respect of which the relevant Group company may benefit from a commission, fee, mark-up or mark-down payable otherwise than by the Fund;
- (d) a Group company may act as agent for the Fund in relation to transactions in which it is also acting as agent for the account of other customers of Ameriprise Financial Group companies;
- (e) a Group company may deal in investments as principal with the Fund or its Unitholders;
- (f) the transaction is in units or shares of a collective investment scheme or any company of which any Group company is the manager, operator, banker, advisor or trustee;

(g) the Investment Advisor may have regard, in exercising its management discretion, to the relative performance of other funds under its or another Group company's management or advice; and a Group company may effect transactions for the Fund involving placings and/or new issues with another Group company which may be acting as principal or receiving agent's commission.

In each case, actual or potential conflicts will be managed in accordance with the Manager's, Trustees' and Investment Adviser's conflicts policies (as applicable).

### U.S. Federal Banking Laws

Ameriprise, as a savings and loan holding company ("SLHC"), is subject to U.S. federal banking laws, including the Home Owners' Loan Act of 1933, as amended (the "HOLA"), and parts of the Bank Holding Company Act of 1956, as amended (the "BHC Act"), as well as the applicable regulations of the U.S. Board of Governors of the Federal Reserve System. Among other things, this means Ameriprise, as an SLHC, and its affiliates are subject to certain restrictions on their investments and activities, including those imposed under the final regulations implementing Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act commonly referred to as the "Volcker Rule".

As each of the Manager and the Fund may be considered affiliates of Ameriprise under the HOLA and the BHC Act, such entities are subject to limitations under the HOLA and the BHC Act applicable to Ameriprise generally. While Ameriprise, as an SLHC, is authorized to engage directly and through certain of its subsidiaries in certain real estate management and development activities, these limitations place certain restrictions on the Fund's activities and investments, including with respect to investments in non-financial companies and companies that hold real estate assets. For instance, these restrictions could impose limits on the size or structure of the Fund's investments or limits on the ability of the Manager or the Fund to be involved in the day-to-day management or operation of the underlying non-financial company and limitations on certain property management or development services provided for the real property or other assets held by the Fund.

In addition, under the Volcker Rule, a "banking entity," such as the Manager, as well as Ameriprise and certain of its other affiliates, is generally restricted from acquiring or retaining, as principal, any ownership interest in, or sponsoring, a covered fund as defined by the Volcker Rule, unless the investment or activity is conducted in accordance with an exception to the Volcker Rule. The Volcker Rule also prohibits certain transactions between a banking entity and any of its affiliates, on the one hand, and a covered fund (or any other covered fund controlled by such fund) to which the banking entity or any of its affiliates serves, directly or indirectly, as

the investment manager, investment adviser or commodity trading advisor or that the banking entity or any of its affiliates sponsors or organizes and offers pursuant to the asset management exemption to the Volcker Rule, on the other hand.

The Volcker Rule generally defines "covered fund," subject to a number of exceptions, as an issuer that would be an investment company, as defined in the Investment Company Act of 1940, but for section 3(c)(1) or 3(c)(7) of that Act. These provisions of the Investment Company Act are the primary exemptions on which many privately-offered investment funds rely. The Volcker Rule also makes clear that a fund that may rely on a different exemption from the Investment Company Act of 1940 than these private fund exemptions is not a covered fund. On this basis, the Fund is not believed to be a covered fund due to the exception from investment company status provided by Section 3(a)(1)(C) of the Investment Company Act.

Additionally, the Volcker Rule's asset management exemption permits a banking entity, such as the Manager or other affiliates of Ameriprise, to acquire or retain an ownership interest in, or act as a sponsor to, a covered fund, in connection with organizing and offering the fund, subject to meeting certain requirements. If, despite the conclusions set forth above, Ameriprise or one of its affiliates (including the Manager) were deemed to hold an ownership interest in or act as sponsor to a covered fund within the meaning of the Volcker Rule because the Fund was deemed a covered fund, then Ameriprise and its affiliates may rely on the asset management exemption with regard to the Fund. The exemption requires that: (a) the banking entity (or an affiliate thereof) provides bona fide trust, fiduciary or investment advisory services; (b) the covered fund is organized and offered only in connection with the provision of such services and only to persons that are customers of such services of the banking entity (or an affiliate thereof); (c) the banking entity and its affiliates do not acquire or retain an ownership interest in the covered fund except for a permitted investment (generally, not more than 3% of the total number or value of the outstanding ownership interests of the covered fund, and subject to certain aggregate limits); (d) (i) neither the banking entity nor any affiliate of the banking entity may enter into a transaction with the fund or with any other covered fund that is controlled by such fund, that would be a "covered transaction," as defined in section 23A of the U.S. Federal Reserve Act, as if the banking entity and the affiliate thereof were a member bank and the covered fund were an affiliate thereof, unless an exemption applies and (ii) the banking entity complies with section 23B of the U.S. Federal Reserve Act, as if the banking entity were a member bank and such covered fund were an affiliate thereof; (e) the banking entity and its affiliates do not, directly or indirectly, guarantee, assume, or otherwise insure the obligations or performance of the covered fund or of any covered fund in which the covered fund invests; (f), and the covered fund does not use the word "bank" in its name; (g) no director or employee of the banking

entity (or an affiliate thereof) takes or retains an ownership interest in the covered fund, except for any director or employee of the banking entity or such affiliate who is directly engaged in providing investment advisory or other services to the covered fund at the time the director or employee takes the ownership interest; (h) the banking entity makes certain written disclosures to prospective and actual investors in the covered fund; and (i) the banking entity otherwise complies with any additional rules of the relevant agencies designed to ensure that losses in such fund are borne solely by investors in such fund and not by the banking entity and its affiliates. In addition, no transaction, class of transactions or activity will be permitted if (i) it would involve or result in a "material conflict of interest" (as such term is defined in the final regulations) between the banking entity and its clients, customers or counterparties; (ii) it would result, directly or indirectly, in a material exposure by the banking entity to a high-risk asset or a high-risk trading strategy; or (iii) it poses a threat to the safety and soundness of the banking entity or to the financial stability of the United States.

If the Fund is unable to meet the requirements for exception from investment company status provided by Section 3(a)(1)(C) of the Investment Company Act and was captured by the definition of covered fund under the Volcker Rule, then due to the prohibition on certain transactions between the Fund and Ameriprise and its affiliates that would apply in that case, there may be certain investment opportunities, investment strategies or actions involving Ameriprise or its affiliates that the Manager would not undertake on behalf of the Fund. Further, the investment opportunities of the Fund may be limited in order to comply with the restriction on material conflicts of interest. A covered fund that is not sponsored, advised or organized and offered by the Manager or its affiliates may not be subject to those considerations.

## Taxation

Set out below is a summary of the expected tax consequences for the Fund in Jersey and the UK and for Unitholders in Jersey and the UK who hold their Units as an investment and are not dealers in securities. The summary is intended to reflect the position at the date of this Prospectus, under current law and practice. The law and practice of the UK and Jersey may change in the future. The information should not be regarded as legal or tax advice, and prospective investors should ascertain from their professional advisors the consequences to them of acquiring, holding, realising and transferring Units under the relevant laws of the jurisdiction to which they are subject, including the tax consequences and any exchange control requirements. These consequences will vary with the law and practice of an investor's country of citizenship, residence, domicile or incorporation and with personal circumstances.

### (i) Jersey

No duties are payable in Jersey on the issue, realisation or transfer of Units. Stamp duty is payable at a rate up to approximately 0.75% of the value of the Units on the registration of Jersey Probate or Letters of Administration which may be required in order to transfer, realise or make payments in respect of, Units held by a deceased individual sole Unitholder. There is no capital gains tax, estate duty or inheritance tax in Jersey.

Jersey introduced a general sales tax on goods and services in May 2008. On the basis that each Trustee is an "international services entity" (as such term is defined in the Goods and Services Tax (Jersey) Law 2007, the "GST Law"), neither are required (i) to charge goods and services tax in Jersey or any similar tax or charge in Jersey in respect of any supply made by it, (ii) to pay goods and services tax in Jersey (subject the following provisos) or any similar tax or charge in Jersey in respect of any supply made to it or (iii) to register as a taxable person under the GST Law. The aforementioned provisos are as follows:

- (a) Where a taxable supply made to the Trustees by a person registered as a taxable person under the GST Law has a value of less than £1,000, the Trustees will be required to pay goods and services tax in Jersey (at 5% of the value of the supply) on such supply if the supply is made under the retail scheme established under Article 43 of the GST Law and the supplier elects to charge goods and services tax on such supply. It is not expected that the Trustees will be in receipt of supplies made under such retail scheme.
- (b) Where a taxable supply made to the Trustees by a person registered as a taxable person under the GST Law is a supply of goods for onward re-supply of such goods in Jersey in the same state in which they existed when supplied to the Trustees, the Trustees will be required to pay goods and services tax in Jersey (at 5% of the value of the supply) on such supply. It is not expected that the Trustees will be in receipt of any taxable supplies of goods from a person registered as a taxable person under the GST Law.

## INTERGOVERNMENTAL AGREEMENT BETWEEN JERSEY AND THE UNITED STATES

The US Hiring Incentives to Restore Employment Act resulted in the introduction of legislation in the US known as the Foreign Account Tax Compliance Act (FATCA) which has the effect that a 30 per cent withholding tax may be imposed on payments of US source income and certain payments of proceeds from the sale of property that could give rise to US source income unless there is compliance with requirements for the Fund to report on an annual basis the identity of, and certain other information about, direct and indirect US investors in the Fund to the relevant Jersey authority for onward transmission to the US

Internal Revenue Service (IRS). An investor that fails to provide the required information to the Fund may be subject to the 30 per cent withholding tax with respect to its share of any such payments directly or indirectly attributable to US investments of the Fund, and the Fund might be required to terminate such investor's investment in the Fund.

On 13 December 2013 an intergovernmental agreement was entered into between Jersey and the US in respect of FATCA, which agreement was enacted into Jersey law as of 18 June 2014 by the Taxation (Implementation)(International Tax Compliance)(United States of America)(Jersey) Regulations 2014.

Although the Fund will attempt to satisfy any obligations imposed on it to avoid the imposition of such withholding tax, no assurance can be given that the Fund will be able to satisfy these obligations. If the Fund becomes subject to a withholding tax as a result of FATCA, the return of all Unitholders may be materially affected.

## **COMMON REPORTING STANDARD**

The Organization for Economic Co-operation and Development (the OECD) has been actively engaged in working towards exchange of information on a global scale and has published a global Common Reporting Standard for multilateral exchange of information pursuant to which many governments have now signed multilateral agreements. A group of those governments, including Jersey, has committed to a common implementation timetable which saw the first exchange of information in 2017 by certain financial institutions (referred to as "reporting financial institutions") in respect of accounts open at and from the end of 2015, with further countries committed to implement the new global standard by September 2018. The Common Reporting Standard has been implemented in Jersey by the Taxation (Implementation)(International Tax Compliance)(Common Reporting Standard) (Jersey) Regulations 2015 which came into force on 1 January 2016. It is not currently expected that the Fund would constitute a reporting financial institution for these purposes.

## **BASE EROSION AND PROFIT SHIFTING**

The law and any other rules or customary practice relating to tax, or its interpretation in relation to the Fund, its assets and any investment of the Fund may change during its life. Both the level and basis of taxation may change. In particular, the OECD's on-going global Base Erosion and Profit Shifting (BEPS) project which intends to achieve a multinational framework on corporate taxation could substantially affect the tax treatment of the Fund. Additionally, the interpretation and application of tax rules and customary practice to the Fund, its assets and investors by any taxation authority or court may differ from that anticipated by the Fund. Both could significantly affect returns to investors.

## **(ii) United Kingdom**

The Fund is treated as transparent for income tax purposes and for the purpose of corporation tax on income. Unitholders will be treated as having a direct interest in rental profit, interest and UK dividend income derived from the Fund's investments and taxed accordingly.

Rental profit from UK properties will be paid gross to Unitholders who have their usual place of abode in the UK and other persons who have received authority from HM Revenue and Customs to receive rent gross. Unitholders who receive rental profits gross will, unless exempt, pay UK tax on such profits by self-assessment. Unitholders that are UK resident or non-UK resident companies will be charged to corporation tax on their UK property income profits. Individuals will be charged to income tax at their marginal rate on their rental profits. From tax year 2020/2021 onwards, relief for interest and finance costs for individuals in receipt of rental income from UK residential properties is restricted to the basic rate of income tax.

Tax will be deducted at source (at the basic rate, currently 20%) under the non-resident landlord scheme from rental profit paid to Unitholders who have their usual place of abode outside the UK and who have not been authorised to receive rent gross. Corporate investors may have a further liability to corporation tax and individual investors may be liable to tax at the higher rate or additional rate by way of direct assessment (in each case assuming that the corporate investor is not resident in the UK and the individual investor is not resident in the UK). In addition, details of their share of rental income and expenses will have to be disclosed to HM Revenue & Customs. An individual's usual place of abode will be outside the UK if they usually live outside the UK, unless they are living outside the UK only temporarily (which usually means for six months or less). A company will have a usual place of abode outside the UK if it is incorporated outside the UK or has its main office or place of business outside the UK and is not UK resident for tax purposes. Interest will be paid net of UK income tax at the basic rate (currently 20%) unless the Manager or the Trustees receives such interest gross in which event it will be paid gross to the Unitholders. Dividends from UK companies are not subject to withholding tax. Tax vouchers will be issued to Unitholders in respect of tax deducted from payments of income. UK pension funds will be able to reclaim any tax deducted at source from payments of income from HM Revenue and Customs. UK corporates and individuals may be able to obtain a credit or repayment of any taxes deducted at source from payments of income depending on their individual circumstances.

Non UK residents may be able to obtain a credit in respect of UK tax deducted at source in respect of rental income and may be able to obtain a credit or repayment of tax deducted at source in respect of interest against tax arising in their country of residence, depending, in each case, on their individual circumstances.

Unitholders should note that, if the Fund invests in a fund which is a reporting fund under the Offshore Funds (Tax) Regulations 2009 (the "Regulations"), the Unitholders will be treated as receiving their share of the excess (if any) of the reported income of the reporting fund over, in the case of a transparent reporting fund, the actual income of the reporting fund or, in the case of a non-transparent reporting fund, the distributions made by the reporting fund. Unitholders may be chargeable to UK income tax or corporation tax on this deemed income depending on their particular circumstances. The Fund does not have a current intention to invest in a reporting fund.

An election has been made to exempt the Fund from UK corporation tax on chargeable gains arising on disposals of UK land. However, UK corporation tax will be charged on gains made by the Fund on disposals of UK land (to the extent the gains accrue from 6 April 2019 onwards), unless it continues to qualify for exemption as an offshore collective investment vehicle which meets the qualifying conditions. These conditions will require the Fund to report details about investors and their gains on disposals of Units to HM Revenue & Customs. The Fund will need to either (i) meet the genuine diversity of ownership conditions or (ii) be non-close (essentially, not controlled by five or fewer participators) and meet a UK tax condition, which requires the Manager to have a reasonable belief that no more than 25% of the proceeds of a market value disposal of all the Units in the Fund would be exempt from UK taxation solely on the basis of double tax treaty provisions allocating taxing rights over gains.

The Fund is an offshore fund within the meaning given by section 355 Taxation (International and Other provisions) Act 2010. It is therefore governed by the Regulations. It is a transparent fund within the meaning of Regulation 11.

In certain circumstances, the Regulations treat chargeable gains made on disposal of an interest in an offshore fund as if the gains were income for tax purposes. This treatment generally does not apply to disposals of interests in reporting funds. The Manager does not, however, intend to seek reporting fund status for the Fund because the Fund is a transparent fund and, as such, the income treatment described above will not apply to disposals of Units in the Fund by Unitholders provided that:

- (a) the Fund remains a transparent fund within the meaning of Regulation 11;
- (b) the Fund does not, at any point during which the relevant Unitholder holds units, hold interests in non-reporting funds which amount in total to more than 5% by value of its assets; and
- (c) the Fund makes sufficient information available to Unitholders to enable them to meet their UK tax obligations in respect of their Units.

Interests held by the Fund in non-reporting funds which are themselves transparent funds will not count towards the 5% limit set out in (b) above, provided that those non-reporting funds do not themselves breach the 5% limit (their holdings (if any) in other transparent non-reporting funds being similarly excluded from the calculation).

On the basis that the conditions set out above are, and continue to be, satisfied, Unitholders who are UK taxpayers (i.e. resident in the UK for tax purposes and not exempt) will (unless regarded as trading in securities) have any gain realised upon disposal of Units in the Fund (whether by sale or redemption) treated as a capital gain which will be subject to UK capital gains tax or corporation tax on chargeable gains at the applicable rate. If the conditions set out above are not met, any such gain will be treated as income subject to income tax or corporation tax on income.

In computing the chargeable gain, adjustments will be made to reflect the transparency of the Fund for income tax purposes. Accordingly: (a) the disposing taxpayer will be able to deduct from the consideration an amount which represents income from the Units (arising on or after 1 January 2018) and in respect of which the taxpayer is chargeable to income tax; (b) allowable expenditure will be reduced by an amount equal to (i) amounts arising to the taxpayer from the Fund (on or after 1 January 2018) which are deductible for income tax purposes as an expense or other debit, and (ii) anything paid, or the market value of anything transferred, to the taxpayer, or anything of value received by the taxpayer, in each case on or after 1 January 2018 which is referable to the holding of Units (unless already chargeable to capital gains tax as a capital sum derived from the Units); and (c) any expenditure of the taxpayer incurred on or after 1 January 2018 which has given rise to capital allowances or renewables allowances will not be taken into account in calculating allowable expenditure.

Non-UK resident Unitholders will be subject to UK capital gains tax (for individuals) or UK corporation tax (for companies) on any gain arising on disposal, whether by sale or redemption, of their Units in the Fund (on gains accruing from 6 April 2019 onwards), subject to any exemptions applicable to them. Non-UK resident individuals will generally be required to report that gain to HM Revenue & Customs and pay UK tax within 30 days.

Draft regulations have been published which, if made in their current form, will mean that certain non-UK resident Unitholders will not be subject to UK tax on any gain arising on disposal of their Units, provided that they hold an investment of less than 10% in the Fund at the time of the disposal ("the Draft NRCGT Regulations"). This provision in the Draft NRCGT Regulations would apply only to: (i) non-UK resident life insurance companies (provided that they do not carry on business through a UK permanent establishment) and (ii) non-UK resident offshore collective investment vehicles (as defined for UK capital gains purposes) which do

not intend to derive more than 40% of the market value of their investments from UK real estate (direct or indirect) and which meet either a genuine diversity of ownership test or a non-close test. Assuming that the Draft NRCGT Regulations are made in their current form, this provision will have retrospective effect, such that it applies to all disposals from 6 April 2019.

If capital proceeds deriving from a disposal of UK land are distributed by the Fund as income to non-UK resident Investors in the Fund at a time when the exemption election in respect of the Fund is in effect, this will be treated as giving rise to a disposal and re-acquisition of Units for the purposes of UK capital gains tax and such investors will realize a chargeable gain or an allowable loss for UK capital gains tax purposes as a result of such deemed disposal (subject, for certain non-UK resident Unitholders, to the potential effect of the Draft NRCGT Regulations, referred to above).

If capital proceeds are distributed to Unitholders as a capital distribution (for example, on termination) this will amount to a part-disposal of Units for the purposes of UK taxation of chargeable gains and Unitholders will realize a chargeable gain or allowable loss as a result of such part-disposal (subject, for certain non-UK resident Unitholders, to the potential effect of the Draft NRCGT Regulations, referred to above).

As far as UK resident life company investors are concerned, Units will be interests in an offshore fund for the purposes of section 212 TCGA 1992. As such, life companies which hold Units will be deemed to dispose of their Units at market value at the end of each accounting period with any gain or loss being taken into account for UK tax purposes. Any such gain or loss may in some circumstances be spread over that accounting period and the next six accounting periods.

The annual tax on enveloped dwellings ("ATED") applies where high value residential properties are held by non-natural persons (including collective investment schemes), subject to certain exemptions. ATED is an annual charge. Currently, the minimum threshold for attracting an ATED charge is £500,000. The Trustees and the Manager do not currently intend that the Fund will acquire wholly residential property. As such, ATED should not apply to the Fund.

### **Stamp Duty Land Tax ("SDLT") and Stamp Duty Reserve Tax**

SDLT may be payable on the acquisition of any UK properties. Any such SDLT will be borne by the Fund.

No UK stamp duty or stamp duty reserve tax will arise on the issue of Units.

No UK stamp duty will need to be paid on a transfer of Units and no liability to stamp duty reserve tax will arise on agreements to transfer Units provided in each case that the Trustees are resident for tax purposes outside the UK and the

Units are not registered in a register kept in the UK by or on behalf of the Trustees.

### **Accounts and Reports**

The Accounting Date for the Fund is 31 March. Copies of the latest audited annual accounts for the Fund when published may be obtained from the Manager and may be inspected at the offices of the Manager.

The annual accounts for the Fund made up to the Accounting Date will be prepared in accordance with the generally accepted accounting principles in the Island of Jersey, and will be audited and forwarded to Unitholders at least 21 days before the Annual General Meeting (see below).

### **Meetings**

The Manager will at least once in every calendar year convene a general meeting of the Unitholders ("Annual General Meeting") in addition to any other meetings in that year. The Annual General Meeting is held in Jersey at such time as the Trustees shall appoint, normally in July. At least 21 days' prior notice of an Annual General Meeting must be given to Unitholders. An informal meeting of the Unitholders is also annually held in London.

The Trustees or the Manager may at any time convene other meetings of Unitholders of the Fund, in each case at such time and place (subject as hereinafter provided) as they think fit.

The Manager must convene such meeting at the request in writing of Unitholders registered as holding not less than 10% of the Units in issue.

The following provisions apply to the Annual General Meeting as well as to other meetings unless the context otherwise requires.

In the case of any meeting other than an Annual General Meeting, at least 14 days' notice will be given to the Unitholders. The notice shall specify the place, day and hour of meeting and in the case of special business (as defined below) the terms of the resolution to be proposed. All business transacted at a meeting is deemed special except the following business transacted at an Annual General Meeting: the consideration of the Accounts and of the reports of the Manager and the Auditors and the appointment of and the fixing of the remuneration of the Auditors. The accidental omission to give notice to or the non-receipt of notice by any of the Unitholders will not invalidate the proceedings at any meeting.

At any meeting Unitholders present in person or by proxy registered as holding 25% of all the Units for the time being in issue (subject as hereinafter provided) shall form a quorum for the transaction of business. No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.

At any meeting a resolution put to the vote of the meeting shall 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 the chairman or by one or more Unitholders present in person or by proxy registered as holding not less than five per cent of all the Units for the time being in issue. If a poll is duly demanded it shall be taken in such manner as the chairman may direct and the result of a poll shall be deemed to be a resolution of the meeting at which the poll was demanded. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the chairman directs.

On any resolution put to the vote at any meeting of Unitholders, every Unitholder who (being an individual) is present in person or (being a corporation) is present by its representative will on a show of hands have one vote. On a poll every Unitholder who is present in person or by proxy will have one vote for every Unit of which he is the Holder.

On a poll votes may be given either personally or by proxy.

In the case of joint Unitholders the vote of the senior who tenders a vote whether in person or by proxy shall be acceptable to the exclusion of the votes of the other joint Unitholders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Unitholders.

The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation either under the common seal or under the hand of an officer or attorney so authorised.

The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited at such place as the Trustees or the Manager may in the notice convening the meeting direct or if no such place is appointed then at the registered office of the Trustees not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or in the case of a poll before the time appointed for the taking of a poll) at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution.

An instrument of proxy may be in the form as set out in the Trust Instrument or in any other form which the Manager shall approve.

A duly convened meeting of Unitholders has the power to sanction by Extraordinary Resolution (ie, a resolution carried by 75% of the votes cast at the meeting) any modification, alteration or addition to the Trust Instrument and to exercise the powers specifically conferred by the Trust Instrument.

### **Amendment of Trust Instrument**

The Trustees and the Manager can by supplemental instrument modify, alter or add to ("amend") the provisions of the Trust Instrument in such manner and to such extent as they may consider expedient for any purpose. No such amendment shall be made without the sanction of an Extraordinary Resolution of Unitholders (see above) unless the Trustees certify in writing that in their opinion such amendment does not materially prejudice the interests of the Unitholders and does not operate to release the Trustees or the Manager from any material responsibility to the Unitholders. Such right to amend the Trust Instrument does not include any amendment imposing on any Unitholder any obligation to make any further payments in respect of his Units or to accept any liability in respect thereof.

In addition the Trustees and the Manager can amend the provisions of the Trust Instrument in such manner and to such extent as they may consider necessary having regard to the provisions of any fiscal legislation and any arrangements approved by HM Revenue and Customs or other competent fiscal authority in relation to the unit trust schemes. No such amendment shall be made without the sanction of an Extraordinary Resolution unless the Trustees shall certify in writing that in their opinion such amendment does not operate to release the Trustees or the Manager from any material responsibility to the Unitholders. Such right to amend the provisions of the Trust Instrument does not include any amendment imposing on any Unitholder any obligation to make any further payment in respect of his Units or to accept any liability in respect thereof.

The investment objective and investment restrictions of the Fund are set out in the Trust Instrument and any amendment to either of them would therefore be subject to the rules on amendments outlined above.

### **Schemes of Arrangement**

The Manager may agree to a scheme of arrangement (eg, fund merger) concerning the Fund. Any such proposal will normally require Unitholder approval by way of an Extraordinary Resolution of Unitholders. However, the Manager and Trustees may agree to and implement such a scheme without Unitholder approval if they are satisfied that the terms of the scheme should not result in any material prejudice to Unitholders and the receipt of the relevant assets into the Fund complies with the Trust Instrument.

### **Termination of the Fund**

The Fund shall be terminated:

- (a) if the Unitholders shall so determine by Extraordinary Resolution; or
- (b) if the Manager desires to retire and the Trustees are unable to appoint new Manager within 12 months; or

(c) if the Trustees desire to retire and the Manager is unable to appoint new Trustees within 12 months; or

(d) at the latest on 15 June 2067.

On termination of the Fund its assets will be realised and the balance after payment or making provision for payment for all costs charges and expenses and retentions for any liabilities (including but not limited to costs and expenses in relation to the assets and the liquidation of the Fund) shall be distributed to Unitholders in proportion to the number of Units held.

Pending the final distribution the Trustees may make interim distributions of capital of such amount and at such times as the Trustees think fit. In respect of any amounts retained as aforesaid and any moneys or assets derived therefrom the Trustees and the Manager shall have such powers of investment and management in respect of such amounts as apply to the assets of the Fund and shall have full recourse thereto.

Every such distribution shall be made to a Unitholder only against production of evidence of title relating to the Units in respect of which the same is made and on delivery to the Trustees of such form of request for payment as the Trustees shall in their absolute discretion require.

No notice may be given by a Unitholder of his desire to dispose of all or any of his Units after the termination of the Fund. Any such notice given prior to the termination in respect of Units which are in existence at the time of termination shall be deemed not to be effective for any purpose.

The provisions of the Trust Instrument as to remuneration shall continue to have effect until the final distribution is made. The same applies, with any necessary changes, to the provisions of the Trust Instrument as to income deriving from any amount retained as aforesaid, and as to chargeable expenses.

Unitholders' attention is drawn to the 'Taxation' section of this Prospectus. The termination of the Fund may be treated as a disposal of Units and may, depending upon the Unitholders particular circumstances, give rise to a liability for taxation.

### Register of Unitholders

The Register is maintained on behalf of the Manager by the Administrator at its offices at its principal place of business.

### The Functionary Agreements

The following contracts and other documents (the "Functionary Agreements") have been entered into by the Manager, the Trustees and the Investment Advisor in relation to the Fund:

(a) the Trust Deed dated 15 June 1967 and made between National Provincial Bank Limited and the Molins Pension

Trust Limited (and subsequent supplemental deeds amending the same);

(b) the Trust Instrument dated 22 December 2020 (as amended from time to time) between (1) the Manager and (2) the Trustees under which the Fund currently operates;

(c) an agreement dated 8 November 2012 (as amended from time to time) between (1) the Manager and (2) the Trustees under which the Manager undertakes to provide management services in relation to the Fund (the "Management Agreement");

(d) an agreement dated July 2014 made between the Investment Advisor, the Manager and the Trustees, whereby the Investment Advisor agrees to provide investment advisory and management services to the Fund (the "Investment Management Agreement"); and

(e) an agreement dated 9 April 2002 and made between the Manager and the Administrator under which the Manager delegates certain administrative and registrar functions to the Administrator (the "Administration Agreement"). The Administration Agreement permits the Administrator to sub-delegate certain of such functions to the Investment Advisor.

The Trustees may not be removed from the office of Trustee under the terms of the Trust Instrument, however the Trustees may retire at any time. The Manager may appoint new Trustees with the approval of an ordinary resolution of investors.

The appointment of the Manager may be terminated by the Trustees on the Manager's insolvency or if it ceases to be authorised under Jersey law to perform its functions. The Manager may also be removed if so decided by a resolution carried by the votes of Unitholders holding at least 50% of the outstanding Units. The Investment Advisor's appointment will terminate automatically with that of the Manager, and is otherwise terminable on three months' notice given by the Trustees or the Investment Advisor. The Administration Agreement is terminable by either party on six months' notice.

If the Manager's appointment is terminated pursuant to Unitholders' resolution, the Manager and the Investment Advisor will be entitled to a termination payment amounting in aggregate to one year's fees, determined by reference to the year immediately preceding termination. This payment will not be due, however, if the Trustees certify that the Manager or the Investment Advisor has committed a material breach of the terms of the Trust Instrument.

There is no express contractual right for the Manager to challenge the termination notice and during the termination notice period the Managers obligations continue (other than if instructed by the Fund otherwise).



### Exclusions from liability and indemnities

Under the terms of the Trust Instrument and the Functionary Agreements, the Trustees, the Manager and every agent or servant or other person appointed by the Trustees or by the Manager, which will include the Investment Advisor and the Administrator, (an "Indemnified Person") is entitled to be indemnified out of the Fund in respect of all liabilities and expenses properly incurred in the performance of their respective duties and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the foregoing, provided that such indemnity will not apply in relation to any liability or expense attributable to the negligence, fraud or wilful default of the Indemnified Person.

Neither the Trustees, the Manager nor the Investment Advisor shall be liable for any loss arising by reason of any improper investment made in good faith or for the negligence or fraud of any agent employed by either of them although the employment of such agent was not strictly necessary or expedient or by reason of any mistake or omission made in good faith by the Trustees, the Manager or the Investment Advisor by reason of any other matter or thing unless:

- (a) it is attributable to the negligence, fraud, breach of duty or trust, or wilful default on the part of the person who is sought to be made so liable; or
- (b) the liability concerned is imposed by any law applicable to the Fund or the person concerned.

The Trustees may delegate all or any of their powers on such terms as they see fit, provided that:

- (a) the Trustees will remain responsible for the acts and omissions of any delegate which is an associate of either Trustee; but
- (b) the Trustees will not be responsible for any unassociated delegate above so long as:
  - (i) it was reasonable for the delegate to be employed for the function in question;
  - (ii) it was reasonable for the Trustees to believe that the delegate was and remained competent to undertake such function; and
  - (iii) the Trustees take reasonable care to ensure that such function is undertaken by the delegate in a competent manner.

### Inspection of documents

Unitholders may inspect and obtain copies of the following documents during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the Registered Office of the Manager:

- (a) the original Trust Deed and subsequent supplemental deeds (including the Trust Instrument) amending or modifying the same;
- (b) the Functionary Agreements;
- (c) the latest published audited annual accounts of the Fund,
- (d) the Register.

Copies of the Trust Instrument are also available for inspection at the offices of the Investment Advisor during usual business hours and copies will be supplied on application to prospective investors. The Manager and Investment Advisor may make a charge of £5 for each copy of the Trust Instrument. Copies of the Trust Instrument are also available for inspection at the principal places of business of the Trustees. The Trustees may make a charge for each copy of the Trust Instrument.

### Association of Real Estate Funds (AREF)

The Fund is a member of AREF and is represented on the Committee of AREF. The Manager also supports the aims and objectives of the AREF Code of Practice. Accordingly, the Manager will aim to ensure that the Annual Report and Accounts will comply with the AREF Code of Practice.

### Auditors

The current Auditors of the Fund are Messrs PricewaterhouseCoopers CI LLP, who are appointed each year by the Unitholders at the AGM. The accounts and statements of the Fund are audited by the Auditors and accompanied by a report stating whether in their opinion such accounts and statements have been properly prepared in accordance with the Trust Instrument to show a true and fair view of the net income of the Fund for the period in question.

### Bankers

The Trustees appointed BNP Paribas Securities Services S.C.A., Jersey Branch and Lloyds Bank Plc for its operations and is required to provide two weeks' notice to close its accounts.

### Independent Valuer

The current Independent Valuer of the Fund is CBRE Limited. An alternative valuer is used when there is a conflict of interest. The Independent Valuer is appointed by, and report to the Trustees on the recommendation of the Manager for a rolling period of three years. The Fund can exercise an option to terminate this appointment at any time subject to giving the valuer six months' prior notice.

### Managing Agents

The Managing Agents of the Fund are Workman LLP, Savills and Colliers International. The Managing Agents, as employed by the Fund, receive service charge remuneration as part of their overall remuneration. The Managing Agents have responsibility

for all aspects of the day-to-day operations of the Fund's investment properties, including the management of tenants, building repairs and maintenance and controlling building works projects. The Managing Agents are removed immediately in respect of:

- any property which is sold
- where the Fund Manager's mandate ceases for any reason
- liquidation
- gross misconduct or material breach
- ceasing to comply with FCA
- where in the interest of Investors if advisable or required under Directive on Alternative Investment Fund Managers.

If there is a change in control or the designated Partner contact leaves and no acceptable replacement is agreed the Managing Agents can be removed giving two months' notice.

### Solicitors

The Manager has appointed Mourant Ozannes (Jersey LLP) and Hogan Lovells International LLP to advise on Jersey and UK fund-related matters. Other Solicitors may be used including a panel on UK property matters. All solicitors are appointed on a matter by matter basis.

### Insurance

The Manager is obliged by the Trust Instrument to procure that those investments of the Fund which are of an insurable nature are adequately insured with a reputable insurer approved by the Trustees.

### Additional Information

- (a) Any person relying on information contained in this Prospectus, which is current at the date shown, should check with the Manager that this document is the most recent version and that no revisions have been made nor corrections published to the information contained in this Prospectus since the date shown.
- (b) Any formal complaints by Unitholders should be made to the Compliance Officer of the Manager.

## Additional disclosures in respect of the Alternative Investment Fund Managers Directive

### Collateral and asset reuse arrangements

The Fund does not enter into any collateral or asset reuse arrangements.

### Applicable law and enforcement of judgments

The Trust Instrument, which should be reviewed carefully by prospective investors, is binding on Unitholders.

The Fund is governed by Jersey law. Subject to the provisions of the Judgments (Reciprocal Enforcement) (Jersey) Law 1960 and all regulations, rules or orders made under it (together, the "Reciprocal Enforcement Legislation"), if any final and conclusive judgment under which a sum of money is payable (that is not in respect of taxes or similar charges, a fine or a penalty) were obtained in a superior court (as defined in the Reciprocal Enforcement Legislation) in England and Wales, Scotland, Northern Ireland, the Isle of Man or Guernsey (a "Reciprocal Enforcement Court") against the Trustee, that judgment would be recognised and enforced in Jersey without reconsidering its merits.

Where the sum payable under the judgment of a Reciprocal Enforcement Court is expressed in a currency other than the currency of Jersey (one Jersey pound is equivalent to one pound sterling), the judgment will be registered by the Jersey courts under the Reciprocal Enforcement Legislation as if it were a judgment for such sum in the currency of Jersey as, on the basis of the rate of exchange prevailing at the date of judgment of the Reciprocal Enforcement Court, is equivalent to the sum so payable.

A judgment of a court of any member state of the EEA is not directly enforceable in Jersey. The Jersey courts, however, have inherent jurisdiction to recognise and enforce, without reconsidering the merits, an in personam judgment for a liquidated sum of money (not being in respect of taxes or similar charges, a fine or a penalty) that is final and conclusive given against the Trustee on the merits by such court (having jurisdiction according to Jersey rules of private international law), provided that: (a) such judgment is not for exemplary, multiple or punitive damages and is obtained without fraud, in accordance with the principles of natural justice and is not contrary to public policy and; (b) the enforcement proceedings in the Jersey courts are duly served.

### Investors' rights in respect of the Manager and auditors

Unitholders' rights are set out in the Trust Instrument. The Trustees are responsible for the supervision of the Manager.

### The Manager's professional liability risks

The Manager and its affiliates maintain professional indemnity insurance in respect of their activities, including in relation to the Fund.

## Transparency and Fairness

The terms of the Trust Instrument have been drafted with a focus on ensuring fairness to all Unitholders in the context of the Fund offering.

The Trustees and Manager may from time to time enter into side letters, and prospective investors should expect that they will enter into side letters or similar arrangements with Unitholders that have the effect of establishing rights under, or altering or supplementing the terms of, the Fund solely in respect of such Unitholder(s).

To ensure fair treatment, any such rights will not amend the Trust Instrument or other documents in such a way as to materially prejudice other Unitholders. The types of Unitholder who may benefit are Unitholders (i) committing significant amounts and/or at a particular time and/or who have a broader commercial relationship with an adviser to the Fund, (ii) who are affiliates of the advisers to the Fund, or (iii) who have specific legal, regulatory and/or tax requirements (for example, public bodies). The types of terms that such arrangements may cover include, but are not limited to, discounts on fees, transfers of Units to affiliates, reporting of information and other terms that reflect the specific legal, regulatory and/or tax status of the Unitholder.

## Historical performance and latest net asset value

Historical performance of the Fund is shown in the Fund's annual reports and accounts.

## Periodic and regular disclosures

The periodic and regular disclosures required by AIFMD and the Level 2 Regulation (including the UK version of the Level 2 Regulation) will be provided as follows:

- Percentage of assets that are subject to special arrangements arising from their illiquid nature.

As of the date of this Prospectus, none of the assets of the Fund are subject to any special arrangements (e.g. side pockets) arising from their illiquid nature. In the event that any special arrangements were to be made, to the extent that these require changes to the Trust Instrument, the provisions described above would apply and Unitholders' consent would usually be needed. Otherwise, Unitholders would be notified promptly in writing of the existence and nature of the special arrangements and the percentage of the assets that is subject to the special arrangements. The percentage subject to special arrangements would also be periodically disclosed to investors in or alongside each annual report during the period in which those special arrangements remained in place.

- Any new arrangements for managing the liquidity of the AIF

- Current risk profile of the Fund and the risk management systems employed by the Manager to manage those risks

- Changes to the maximum level of leverage that the Manager may employ on behalf of the Fund.

Any increase of the maximum borrowing level will require the approval of Unitholders.

- Changes to any right of reuse of collateral or any guarantee granted under the leveraging arrangement.

No rights of reuse of collateral have been granted to any party in relation to the Fund. In the event that this position were to change, or if any change were made to any guarantee granted under a leveraging arrangement, Unitholders would be notified in the next report.

- Total amount of leverage employed.

The total amount of leverage employed by the Fund will be regularly disclosed in the regular reports provided to Unitholders.

## Sustainability Risk Integration

The Manager and the Investment Advisor consider sustainability risk factors when assessing responsible investment performance across each of the five core areas of the Columbia Threadneedle group's real estate business. A key focus within this is to understand and mitigate the potential physical and transitional risks of climate change given the related significance within the asset class.

In this section, references to actions taken by the Investment Advisor are intended to be read as ways in which the Manager also integrates sustainability risk indirectly, by virtue of its supervision of the Investment Advisor.

**Property Investment** – When assessing any new property investment, the Investment Advisor's standard due diligence protocol requires all buildings to be comprehensively surveyed from a structural, mechanical and environmental perspective prior to purchase. Consideration is given to a wide range of factors including energy performance (e.g. via energy or sustainability audits), minimum energy standards, environmental risks (including flood risk), climate impact, and areas for potential improvement in terms of sustainability performance.

**Asset Management** – The Manager and the Investment Advisor encourage both occupier engagement and community engagement opportunities where appropriate. Data sharing and co-operation clauses are introduced into leases where possible, to enable the monitoring of operational energy, water and waste consumption. Consideration is given to the cost and

timing of undertaking any physical improvements to buildings at lease events.

**Property Management** – The Investment Advisor supports external managing agents in delivering against annual key performance indicators e.g. with respect to carbon emissions reductions, energy and water usage improvement, prevention of pollution and minimisation of waste.

**Health and Safety, Risk and Governance** - The Manager and Investment Advisor ensure that Health and Safety risks for all properties are correctly identified and managed. In order to meet the Fund’s responsibilities and protect the wider community, the Investment Advisor ensures all necessary inspections are conducted regularly and ensure oversight through monthly reporting, meetings with the agents and independent annual audits.

In addition, to identify and monitor climate change risks the Investment Advisor works with insurers to obtain enhanced flood data on every asset and obtaining a flood risk rating, which is reviewed on an annual basis.

**Refurbishment** – A Refurbishment Guide is provided to project managers and will be provided to contractors, as part of a project brief, for use in minimising adverse environmental and social impacts on site and to maximise the creation of economic opportunities in the local community, as applicable.

All construction projects incorporate a set of minimum requirements as defined in the Refurbishment Guide, relating to environmental management, building quality and flexibility, health and well-being, energy efficiency, transport, water, building materials, waste management, ecology and pollution.

### **Sustainability Risk Assessment**

All property funds are exposed to sustainability risk. These strategies are potentially exposed to ESG events or conditions that, if occurring, could cause a material negative impact on the value of the investment.

## **Privacy Statement**

This privacy notice describes how the Manager, the Trustees, and/or the Investment Advisor (together “**we**” or “**us**”) collect and process personal information about you, how we use and protect this information, and your rights in relation to this information.

This privacy notice applies to all personal information we collect or process about you in respect of an investment in the Fund. Personal information is information, or a combination of pieces of information that could reasonably allow you to be identified.

We will collect personal information about you for a number of different purposes, including: to manage and administer your account; to offer you investment products and services (except where you have asked us not to do so) and to help us develop new ones; to contact you with details of changes to the products you have bought; for internal analysis and research; to comply with legal or regulatory requirements; to identify you when you contact us; and to provide and personalise our services. For more details, please see the sections below.

### **Personal information we use**

We will collect personal information from you when you apply for Units in the Fund. In certain circumstances we may also collect personal information about you from public registers where this is available and relevant, as described below.

We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations. We will inform you at the time your information is collected whether certain data is compulsory and the consequences of the failure to provide such data.

### **Information we collect directly from you**

The categories of information that we collect directly from you are

- (a) personal details (e.g. name, date of birth);
- (b) contact details (e.g. phone number, email address, postal address or mobile number); and
- (c) if required, certified copies of identification documents (e.g. passports) and address documents (eg copies of recent utility bills and bank statements).

### **Information we collect from other sources**

We may also collect information about you from websites or public registers such as Companies House, the Jersey Financial Services Commission or the UK Financial Conduct Authority’s Financial Services Register, or the equivalent in other jurisdictions.

The categories of information that we collect about you from these other sources are

- (a) personal details (e.g. name, date of birth);
- (b) contact details (e.g. phone number, email address, postal address or mobile number); and
- (c) your role and authorisations in respect of your company.

## How we use your personal information and the basis on which we use it

We use your personal information:

- (a) to manage and administer your account;
- (b) to contact you with marketing and offers relating to investment products and services offered by us and other members of the Columbia Threadneedle group (for which, where required by law, we will obtain your consent, which you can withdraw at any time);
- (c) to help us to develop new investment products and services;
- (d) to contact you with details of changes to the products you have bought;
- (e) for internal analysis and research;
- (f) to comply with legal and regulatory obligations to which we are subject and cooperate with regulators and law enforcement bodies;
- (g) to identify you when you contact us; and
- (h) to provide and personalise our services.

We must have a legal basis to process your personal information. In most cases the legal basis will be one of the following:

- (a) to fulfil our contractual obligations to you, for example to provide the services and make distributions or pay redemption proceeds to you. Failure to provide this information may prevent or delay the fulfilment of these contractual obligations;
- (b) to comply with our legal obligations to you, for example to provide information to you as required by the Jersey Financial Services Commission or under the Alternative Investment Fund Managers Directive;
- (c) to comply with our legal obligations to third parties, for example obtaining proof of your identity to enable us to meet our anti-money laundering obligations or disclosing information to taxation authorities; or
- (d) to meet our legitimate interests, for example to understand how you use our services and products, to derive knowledge that will enable us to develop and market new services and for marketing purposes where permitted by law. When we process personal information to meet our legitimate interests, we put in place robust safeguards to ensure that your privacy is protected and to ensure that our legitimate interests are not overridden by your interests or fundamental rights and freedoms. You can object to our uses of your personal information on this basis by contacting us using the details set out below.

We may obtain your consent to collect and use certain types of personal information when we are required to do so by law (for example, in relation to sending direct marketing messages by electronic means). If we ask for your consent to process your personal information, you may withdraw your consent at any time by contacting us using the details at the end of this privacy notice or through other automated means (such as by clicking 'unsubscribe' on any marketing emails you receive from us).

## Your rights over your personal information

You have certain rights regarding your personal information, subject to local law. These include the following rights to:

- access your personal information;
- rectify the information we hold about you;
- erase your personal information;
- restrict our use of your personal information in certain circumstances;
- receive certain personal information in a usable electronic format and transmit it to a third party (right to data portability); and
- lodge a complaint with your local data protection authority

You can also object to processing as described above. If you would like to discuss or exercise such rights, please contact us at the details below.

We encourage you to contact us to update or correct your information if it changes or if the personal information we hold about you is inaccurate.

We will contact you if we need additional information from you in order to honour your requests, such as information to allow us to verify it is really you exercising your rights.

## Information Sharing

We may share your personal information with the following third parties and in the following circumstances:

- **Service providers and business partners.** We may share your personal information with our service providers and business partners that perform marketing services and other business operations involving data processing for us.
- **Columbia Threadneedle group companies.** Threadneedle Investments (Channel Islands) Limited is owned by Amerprise Financial, Inc., and we work closely with other businesses and companies that fall under the Columbia Threadneedle group family. We may share certain personal

information about you with Ameriprise Financial, Inc. and other Columbia Threadneedle group companies for the purposes set out earlier in this Privacy Notice. A list of companies within the Columbia Threadneedle group can be obtained on request from the Manager.

- **Law enforcement agencies, courts, regulators, government authorities or other third parties.** We may share your personal information with these parties where we believe this is necessary to comply with a legal or regulatory obligation, or otherwise to protect our rights or the rights of any third party (including, among others, the rights of our investors).
- **Asset purchasers.** We may share your personal information with any third party that purchases, or to which we transfer, all or substantially all of our assets and business, to meet our legitimate business interests in managing and disposing of our assets. Should such a sale or transfer occur, we will use reasonable efforts to try to ensure that the entity to which we transfer your personal information uses it in a manner that is consistent with this privacy notice.
- **Your advisers.** Where you have notified us of your adviser, we may share your personal information with such adviser. You must notify us in writing if you no longer wish us to share your personal information with your adviser or of any change to your adviser. Your adviser should have its own arrangements with you about its use of your personal information.

As we operate as part of a global business, the recipients referred to above may be located outside the jurisdiction in which you are located (or in which we provide the services). See the section entitled "International Data Transfer" below for more information.

### Information Security and Storage

We implement technical and organisational measures to ensure a level of security appropriate to the risk to the personal information we process. These measures are aimed at ensuring the on-going integrity and confidentiality of personal information. We evaluate these measures on a regular basis to ensure the security of the processing.

We will keep your personal information for as long as we have a relationship with you. Once our relationship with you has come to an end, we will retain your personal information for a period of time that is necessary to enable us to:

- Maintain business records for analysis and/or audit purposes
- Comply with record retention requirements under the relevant laws
- Defend or bring any existing or potential legal claims

- Deal with any complaints regarding the services

We will delete your personal information when it is no longer required for these purposes. If there is any information that we are unable, for technical reasons, to delete entirely from our systems, we will put in place appropriate measures to prevent any further processing or use of the data.

### International Data Transfer

Your personal information will be processed by the Manager and the Administrator in Jersey, which is considered by the European Commission to provide an adequate level of protection for personal data. In addition, your personal information may be transferred to, stored, and processed in a country other than Jersey outside the European Economic Area that is not regarded as ensuring an adequate level of protection for personal information under European Union law/by the European Commission. This may happen when our servers, suppliers and/or service providers are based outside the EEA.

We have and/or will put in place appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your data is adequately protected. For more information on the appropriate safeguards in place, please contact us at the details below.

### Contact Us

Threadneedle Investments (Channel Islands) Limited, BNP Paribas Depositary Services Limited and BNP Paribas Depositary Services (Jersey) Limited and Threadneedle Portfolio Services Limited are the controllers responsible for the personal information they respectively collect and process for the purposes of the applicable data protection legislation to each.

If you have questions or concerns regarding the way in which your personal information has been used, please contact us by emailing:

- The Investment Advisor's Data Protection Officer at [dpo@columbiathreadneedle.com](mailto:dpo@columbiathreadneedle.com) or
- The Trustees' / Trust Manager's Data Protection Officer at [dataprotectionci@bnpparibas.com](mailto:dataprotectionci@bnpparibas.com)

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the data protection authority the country where you live using their website.

### **Changes to the Policy**

You may request a copy of this privacy notice from us using the contact details set out above. We may modify or update this privacy notice from time to time.

If we change this privacy notice, we will notify you of the changes. Where changes to this privacy notice will have a fundamental impact on the nature of the processing or otherwise have a substantial impact on you, we will give you sufficient advance notice so that you have the opportunity to exercise your rights (e.g. to object to the processing).

**For Investment Professional Use Only**  
(not for onward distribution to, or to be relied upon by, private investors)

To find out more visit [columbiathreadneedle.com](https://columbiathreadneedle.com)

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