

DEED OF TRUST

RELATING TO KAMES CAPITAL UNIT TRUST

between

KAMES CAPITAL PLC

and

NATIONAL WESTMINSTER BANK PLC

Dated 26 February 2014

Ref: AEG002.0011

THIS DEED OF TRUST is made the 26 day of February 2014

BETWEEN:

- (1) **KAMES CAPITAL PLC**, incorporated in Scotland with Registered Number 113505 and whose registered office is at Kames House, 3 Lochside Crescent, Edinburgh EH12 9SA (the **Manager**) as authorised fund manager of the first part;

and

- (2) **NATIONAL WESTMINSTER BANK PLC**, incorporated in England and Wales with registered number 929027 and whose registered and head office is at 135 Bishopsgate, London EC2M 3UR (the **Trustee**) as trustee of the second part.

WHEREAS:

- A. The Manager and the Trustee have determined to constitute a new unit trust scheme to be designated Kames Capital Unit Trust and obtain authorisation for such scheme under Section 243 of the Financial Services and Markets Act 2000 (the **Act**).
- B. Each of the Manager and the Trustee is an authorised person for the purposes of Section 19 of the Act and is eligible to act as the manager or the trustee respectively of an authorised unit trust scheme for the purposes of Section 243 of the Act.

NOW THEREFORE IT IS HEREBY IRREVOCABLY DECLARED AND AGREED as follows:

1. DEFINITIONS

- a) In this Deed of Trust unless there is something in the subject or context inconsistent with it, the following words or expressions shall have the meanings respectively assigned to them, namely:
- i) **the Act** means the Financial Services and Markets Act 2000;
 - ii) **Accumulation Unit** means a Unit in respect of which income is to be accumulated in accordance with the Rules;
 - iii) **COLL** means the Collective Investment Schemes sourcebook published by the FCA as part of their handbook of rules made under the Act which shall, for the avoidance of doubt, not include any guidance or evidential provisions contained in the said sourcebook;
 - iv) **FCA** means the Financial Conduct Authority;
 - v) **Holder** means each holder of Units in the Scheme;
 - vi) **Income Unit** means a Unit in respect of which income is to be distributed in accordance with the Rules;

- vii) **Initial Charge** means such charge authorised by Clause 21 as shall for the time being be added to the price of a Unit pursuant to the Rules;
- viii) **Kames Property Income Fund** means the sub-fund of that name which qualifies as a Property Authorised Investment Fund pursuant to Part 4A of the Authorised Investment Funds (Tax) Regulations 2006 and which forms part of Kames Capital Investment Portfolios ICVC an open-ended investment company authorised and regulated by the Financial Conduct Authority;
- ix) **Manager** means and includes the said Kames Capital plc and its successors as manager of the Scheme;
- x) **Net Asset Value** means the value of the Scheme Property of the Scheme or of any Sub-fund (as the context shall require) less the liabilities of the Scheme or the Sub-fund (as applicable) as calculated in accordance with Part 3 of the Schedule;
- xi) **Prospectus** means the prospectus for the time being published by the Manager in respect of the Scheme pursuant to the Rules;
- xii) **the Rules** means COLL and any other rules that may be made under Section 247 of the Act and for the time being in force, as the context shall require;
- xiii) **the Scheme** means the unit trust scheme governed by this Deed under the name referred to in Clause 3 or such other name as may from time to time be determined in accordance with the Rules;
- xiv) **Scheme Property** means, in relation to the Scheme (or, as appropriate) a Sub-fund, the capital property and the income property;
- xv) **Sterling** means pound sterling, the official currency of that part of United Kingdom in which the Scheme is domiciled;
- xvi) **Sub-fund** means a sub-fund of the Scheme (being part of the Scheme Property of the Scheme which is pooled separately) which has specific assets and liabilities and which is invested in accordance with the investment objective applicable to such sub-fund as set out from time to time in the Prospectus;
- xvii) **this Deed** means this Deed of Trust (including the Schedule) and any other deeds supplemental to this Deed entered into in accordance with the provisions of the Rules;

- xviii) **Trustee** means and includes the said National Westminster Bank plc and its successors as trustee of the Scheme;
- xix) **Unit** means an undivided share in the Scheme Property but always subject to the Rules;
- xx) **US** means the United States of America (including the States and District of Columbia), its territories, possessions and all other areas subject to its jurisdiction;
- xxi) **US Person** means:
 - A) a citizen or resident of the US;
 - B) a partnership, limited liability company, corporation or other entity organised in or under the laws of the US or any State or any entity taxed as such or required to file a tax return under the US federal income tax laws;
 - C) any estate or trust the executor, administrator or trustee of which is a US Person (as defined above), in the case of a trust of which any professional fiduciary acting as a trustee is a US Person, a trustee who is not a US Person has sole or shared investment discretion with respect to trust assets and no beneficiary of the trust (and no settler if the trust is revocable) is a US Person and no income or beneficiaries of which are subject to US Federal income tax;
 - D) any agency or branch or a foreign entity located in the US;
 - E) certain accounts held by a dealer or other fiduciary where the person exercising discretion over the accounts is a US Person;
 - F) any partnership, corporation or other entity if it is: (a) organised or incorporated under the laws of any foreign jurisdiction; and (b) owned or formed by a US Person or Persons principally for the purpose of investing in securities not registered under the US Securities Act of 1933;
 - G) any employee benefit plan (unless such employee benefit plan is: (a) established and administered in accordance with: (i) the laws of a country other than the US; and (ii) the customary practices and documentation of such country; and (b) is maintained primarily for the benefit of persons substantially all of whom are non-resident aliens with respect to the US); and

- H) any other person or entity whose ownership of Units or solicitation for ownership of Units the Manager through its officers or directors shall determine may violate any securities laws of the US or any state or other jurisdiction thereof.

Except that a US Person shall not include corporations, partnerships or other entities which are organised or incorporated under the laws of any non-US Person (as described above), unless such corporation, partnership or other entity was formed by such US Person principally for the purpose of investing in securities not registered under the US Securities Act of 1933, as amended.

xxii) **VAT** means Value Added Tax

- b) Except insofar as provided for in sub-Clause (a) of this Clause 1, words and expressions used in this Deed that are defined in or for the purposes of the Act or the Rules shall have the same meanings in this Deed as they have in the Act or in the Rules as the case may be, unless there is something in the subject or context inconsistent with the Act or the Rules as the case may be.
- c) References in this Deed to Clauses and sub-Clauses are to clauses and sub-clauses of this Deed.
- d) References to the singular shall include the plural.
- e) Words importing the masculine gender shall include the feminine gender.
- f) Words importing persons shall include firms and corporations.
- g) References to "written" or "in writing" shall include printing, engraving, lithography or other ways and means of reproducing words in a permanent visible form (including facsimile) which enables the recipient to know and to record the time of receipt and to preserve a legible copy of such transmission, or partly one and partly the other.
- h) References to the Rules or to any individual rule or to any statute or statutory instrument or other regulation shall be deemed to include a reference to such rule, statute, statutory instrument or other regulation as from time to time amended and to any codification, consolidation or re-enactment a from time to time in force.
- i) The headings to Clauses and to Sub-Clauses in this Deed are for convenience only and shall not affect the construction of this Deed.

2. APPLICATION OF THE RULES

- 2.1 Save insofar as they are specifically extended or amended (to the extent permitted by the Rules) by the provisions of this Deed, the Scheme is subject to the provisions of the Rules as

they apply to a non-UCITS retail scheme and which have effect in relation to the Scheme and such provisions are deemed to be incorporated in this Deed, *mutatis mutandis*, and to be binding on the Manager and the Trustee and, subject to the provisions of this Deed, the Manager and the Trustee shall be entitled to exercise the powers and discretions respectively conferred upon them by the Rules.

- 2.2 In the event of any conflict between the provisions of this Deed and the Rules, the Rules shall prevail and this Deed shall be construed and shall take effect accordingly.

3. NAME OF SCHEME

The name of the Scheme is Kames Capital Unit Trust.

4. AUTHORISED STATUS

The Scheme is a non-UCITS retail scheme and is constituted as an umbrella scheme comprising the Sub-funds set out in Part 1 of the Schedule.

5. GOVERNING LAW

This Deed is made under and shall be governed by the laws of England.

6. DEED OF TRUST TO BE BINDING AND AUTHORITATIVE

- 6.1 This Deed of Trust is binding on each Holder as if he had been a party to it and as if this Deed contained undertakings on the part of each Holder to observe and so be bound by its provisions and the Trustee and the Manager are hereby authorised and required to do the things each of them is required or permitted to do by the terms of this Deed.
- 6.2 If and to the extent that the Rules permit (or would permit if this Deed contained the necessary authority or imposed the relevant duty) the doing or omission of any act or thing in relation to the Scheme, it is hereby declared that the Manager and the Trustee (as appropriate) shall have the power hereunder to do or omit to do any such act of thing (including exercising any power of delegation) in accordance with the Rules or any other relevant regulations made under the Act from time to time as if this Deed expressly contained the appropriate authority or imposed the relevant duty.

7. OBJECT OF SCHEME

The object of the Scheme (subject to any limitation set out from time to time in the Prospectus) is to invest the Scheme Property in transferable securities, money market instruments, immoveable property, derivative instruments and forward transactions, deposits, units and shares in collective investment schemes, gold, cash and near cash in accordance with the Rules as they apply to the Scheme and to each Sub-fund and with the aim of

spreading investment risk and giving Holders the benefit of the results of the management of the Scheme Property.

8. DURATION OF THE SCHEME

The Scheme is not to be wound up after the expiry of a particular period of time and shall continue in existence until otherwise wound up in accordance with the Rules.

9. BASE CURRENCY

9.1 The base currency of the Scheme is Sterling.

9.2 In the event of any other currency being adopted as the only lawful currency of the United Kingdom, the base currency of the Scheme will automatically convert to this currency.

10. DECLARATION OF TRUST

10.1 Subject to the provisions of this Deed and to the Rules and in respect of each Sub-fund:

10.1.1 the Scheme Property (other than sums standing to the credit of the distribution account) shall be held by the Trustee on trust for the Holders of the Units *pari passu* according to the number of Units held by each Holder or, where more than one class of Units are in issue, according to the number of undivided Units in the Scheme Property represented by the Units held by each Holder; and

10.1.2 the sums standing to the credit of the distribution account are held by the Trustee on trust to distribute or apply them in accordance with COLL 6.8.

10.2 For the purposes of Sub-Clause 10.1 above and this Deed, the Manager, with the approval of the Trustee, shall, in respect of each Sub-fund, designate one class of Unit as the base class. Each Unit in the base class represents one undivided share in the property of that Sub-fund. Each Unit in any other class represents such multiple of one undivided share in the property of the Sub-fund as is found by multiplying one by a fraction of which the numerator is the price of the class in question (calculated in accordance with the Rules) and the denominator is the price of a unit of the base class (calculated in the same way). If for any reason the base class ceases to exist, the Manager, with the approval of the Trustee, shall designate another class (or, as the case may be, the remaining class) as the base class, and such adjustments shall be made to the interests of the Units in any other Class as are necessary to preserve the proportionate interests of the classes in the property of the Sub-fund.

11. VALUATION AND PRICING

11.1 The Scheme will be dual-priced determined by reference to any particular valuation point.

11.2 The value of the Scheme Property of each Sub-fund will be determined in accordance with the Rules and, subject to the Rules, in accordance with the provisions contained in Part 3 of

the Schedule to this Deed (which for the avoidance of doubt shall have effect in the same manner as if such provisions were set out in the body of this Deed). Subject to the Rules and in the absence of bad faith, negligence or manifest error, such determination by the Manager shall be definitive.

- 11.3 The basis for the pricing of any Units issued in the Scheme shall be forward only in accordance with the Rules.

12. SUB-FUNDS

- 12.1 The assets of a Sub-fund belong exclusively to that Sub-fund and shall not be used to discharge directly or indirectly the liabilities of, or claims against, any other person or body, or any other Sub-fund and shall not be available for any such purpose.
- 12.2 Subject to the Rules, all consideration received for the account of the Scheme for the issue of shares in respect of a Sub-fund together with the investments in which such consideration is invested or reinvested, and all income, earnings, profits and proceeds thereof and liabilities and expenses relating thereto shall be pooled and kept separate from all other monies, investments, assets, liabilities and expenses of the Scheme.

13. UNITS

- 13.1 The Trustee shall create one or more classes of Units in respect of each Sub-fund as set out in Part 2 of the Schedule to this Deed (which for the avoidance of doubt shall have effect in the same manner as if such provisions were set out in the body of this Deed) and as may be instructed from time to time by the Manager pursuant to the Rules. The rights attaching to each class of Units shall be as set out in this Deed and in the Rules.
- 13.2 On the creation of any new class of Units, a new Part 2 of the Schedule showing the new class and the rights attaching to it (as well as those of the other extant classes) shall be substituted for the previous Part 2 of the Schedule.
- 13.3 If, in respect of any Sub-fund, there is more than one class of Unit in issue, the allocation of rights to participate in the property of that Sub-fund shall be ascertained in accordance with Part 4 of the Schedule to this Deed (which for the avoidance of doubt shall have effect in the same manner as if such provisions were set out in the body of this Deed).
- 13.4 Where a class of Unit is denominated in a currency which is not the base currency of that Sub-fund, distributions paid on Units of that class shall, in accordance with the Rules, be in the currency of that class. Where for any purpose not specifically covered by the Rules or this Deed it is necessary to convert one currency into another, conversions shall be made at a rate of exchange to be decided by the Manager as being a rate that is not likely to result in any material prejudice to the interests of Holders or potential Holders.

14. **HOLDER'S LIABILITY TO PAY**

A Holder shall not be liable to make any further payment after he has paid the purchase price of his Units in full and no further liability can be imposed on him in respect of the Units which he holds.

15. **IN SPECIE ISSUE AND CANCELLATION**

The Trustee may, on the instruction of the Manager, and in respect of any Sub-fund take into or pay out of the Scheme Property assets other than cash as payment for the issue or cancellation of Units but only if the Trustee has taken reasonable care to ensure that receipt or payment out of the property concerned would not be likely to result in any material prejudice to the interests of Holders in the Scheme.

16. **ISSUE OR CANCELLATION OF UNITS**

Subject to and in accordance with the Rules, the Trustee will issue or cancel Units in the Scheme as instructed from time to time by the Manager.

17. **SALE AND REDEMPTION**

In accordance with the Rules, the arrangements for the sale and redemption of Units in the Scheme are set out in the Prospectus.

18. **DEFERRED REDEMPTIONS**

Subject to and in accordance with the Rules, at times of high volumes of redemptions where the requested redemption of Units in respect of a Sub-fund exceed the stated percentage level of Net Asset Value set out from time to time in the Prospectus, the Manager shall, in respect of that Sub-fund, be permitted to defer redemptions at a particular valuation point to the next valuation point.

19. **CONVERSION AND SWITCHING OF UNITS**

19.1 Subject to the following provisions of this clause and the Prospectus, any Holder (including the Manager) may give notice to the Manager in such form as the Manager may from time to time determine (an **Exchange Notice**) of his desire to:

19.1.1 convert all or some of his Units of one Class issued in respect of any sub-fund (the **Original Units**) for Units of another Class issued in respect of the same sub-fund , (the **New Units**); or

19.1.2 switch all or some of his Units of one Class issued in respect of any sub-fund (the **Original Sub-fund Units**) for Units issued in respect of a different sub-fund (the **New Sub-fund Units**).

- 19.2 Upon receipt by the Manager of an Exchange Notice in respect of a conversion pursuant to clause 19.1.1, the Manager shall arrange for the registrar to record the change of Class on the Register (subject to any such restrictions as to the Classes for which a conversion may be effected and may make a conversion subject to such charge, as it shall determine) and within such timescales as shall be determined from time to time by the Manager and in accordance with such formula as the Manager may consider appropriate.
- 19.3 Upon receipt by the Manager of an Exchange Notice in respect of a switch pursuant to clause 19.1.2, the Manager shall arrange for the Trustee to cancel (or, at its discretion, the Manager shall itself redeem) the Original Sub-fund Units and issue (or, at its discretion, the Manager shall sell to the Holder) such number of New Sub-fund Units as is arrived at by reference to clause 19.6 provided that the Manager shall not impose restrictions as to the Classes of New Sub-fund Units for which a switch may be effected unless the provisions of the Prospectus limit the issue of Units or impose a minimum size of holding or dealing in such other Classes of Units in respect of such different sub-funds or otherwise there are reasonable grounds relating to the circumstances of the Holder concerned for refusing to issue or sell Units of a particular Class to him.
- 19.4 Exchange pursuant to this clause of the Original Sub-fund Units specified in an Exchange Notice shall take place at the first valuation point after the time upon which the Exchange Notice is received or deemed to have been received by the Manager or at such other valuation point as the Manager at the request of the Holder giving the relevant Exchange Notice may determine or as otherwise set out in the Prospectus from time to time. Where the switch is between Units of sub-funds that have different valuation points the cancellation or redemption of the Original Sub-fund Units shall take place at the next valuation point of the relevant sub-fund following receipt (or deemed receipt) of the Exchange Notice by the Manager and the issue or sale of New Sub-fund Units shall take place at the next subsequent valuation point of the different sub-fund.
- 19.5 For the purposes of this clause and for the avoidance of doubt, the Manager shall be construed as the Holder of all Units in the Trust which are in issue and in respect of which no other person's name is entered on the register.
- 19.6 The Manager shall determine the number of New Sub-fund Units to be issued or sold to the Holder on a switch in accordance with the following formula:

$$N = O \times \frac{(CP \times ER)}{(1-SC) \times SP}$$

where:

N is the number of New Sub-fund Units to be issued or sold;

- O is the number of Original Sub-fund Units specified (or deemed to be specified) in the Exchange Notice which the holder has requested to exchange;
 - CP is the price at which a single Original Sub-fund Unit may be cancelled or redeemed as at the valuation point applicable to the cancellation or redemption as the case may be;
 - ER is 1, where the Original Sub-fund Units and the New Sub-fund Units are designated in the same currency and, in any other case, is the exchange rate determined by the Manager in its absolute discretion (subject to the Rules as representing the effective rate of exchange between the two relevant currencies as at the date the Exchange Notice is received (or deemed to have been received) by the Manager having adjusted such rate as may be necessary to reflect any costs incurred in making any transfer of assets as may be required as a consequence of such an exchange being effected;
 - SC is a charge (if any) made by the Manager when switching between different sub-funds. This charge may be waived at the discretion of the Manager; and
 - SP is the price at which a single New Sub-fund Unit may be issued or sold as at the valuation point applicable to the cancellation or redemption as the case may be.
- 19.7 The Manager may adjust the number of New Sub-fund Units to be issued or sold in accordance with clause 19.6 to reflect the imposition of the charge referred to in clause 19.2 together with any other charges or levies in respect of the issue or sale of the New Sub-fund Units or cancellation or redemption of the Original Sub-fund Units as may be made without infringement of the Regulations.
- 19.8 An amount equal to any tax charge for which the Trustee may be liable as a result of a switch or a conversion pursuant to this Clause 19 shall be recoverable for the Holder concerned and may be account for in any adjustment made of the number of New Units or New Sub-fund Units to be issued pursuant to this Clause.
- 19.9 Where an exchange of Units would, if effected in accordance with the terms of any Exchange Notice, result in a Holder holding less than the permitted minimum holding (by number or value) of either Original Units, Original Sub-fund Units, New Units or New Sub-fund Units as set out in the Prospectus, then the Manager may (at its discretion) decide either to:
- 19.9.1 treat the Holder in question as having served an Exchange Notice in respect of their entire holding of Original Units or Original Sub-fund Units (as the case may be); or
 - 19.9.2 refuse to give effect to the Exchange Notice in question.
- 19.10 For the avoidance of doubt:

- 19.10.1 each Exchange Notice shall relate only to the switch or conversion of Units of a single Class; and
- 19.10.2 An Exchange Notice may be given as much in respect of a desired switch of Units between Classes issued in respect of different sub-funds as a conversion of Units between different Classes issued in respect of the same sub-fund.

20. REDEMPTION OR CANCELLATION OF UNITS ON BREACH OF LAW OR RULES

- 20.1 The Manager may from time to time take such action and impose such restrictions as it thinks necessary for the purpose of ensuring that no Units in the Scheme are acquired or held by any person in circumstances (**relevant circumstances**):
 - 20.1.1 which constitute a breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or
 - 20.1.2 which would require the Scheme, the Trustee, the Manager or any investment adviser to be registered under any law or regulation of any country or territory or cause the Scheme to apply for registration or comply with any registration requirements in respect of any of its Units whether in the US or any other jurisdiction in which it is not currently registered; or
 - 20.1.3 which would (or would if other Units were acquired or held in like circumstances), in the opinion of the Manager, result in the Scheme, its Holders, the Trustee, the Manager and/or any investment adviser appointed from time to time incurring any liability to taxation or suffering any legal, regulatory, pecuniary, administrative or any other adverse consequence (including, but not limited to, a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory); or
 - 20.1.4 where such person is a US Person or is holding the Units for the account or benefit of a US Person; and, in this connection, the Manager may, inter alia, reject at its discretion any subscription for, sale or transfer of, Units or any exchange notice given pursuant to clause 20.5; or
 - 20.1.5 where such person refuses or otherwise does not timeously provide information reasonably requested by the Trustee or the Manager in order to comply with any tax reporting regime (including, but not limited to, the US Foreign Account Taxes Compliance Act).

For the purposes of the "relevant circumstances" above, "investment adviser" shall include any person appointed by the Manager to provide investment management and/or investment advisory services in respect of the Scheme Property of the Scheme.

- 20.2 If it comes to the notice of the Manager that any Units (**affected Units**) have been acquired or are being held in each case whether beneficially or otherwise in any of the relevant circumstances referred to in clause 20.1 or if it reasonably believes this to be the case the Manager may give notice to the holder of the affected Units requiring the holder to transfer such Units to a person who is qualified or entitled to own the same or to give a request in writing for the redemption or cancellation of such Units in accordance with the Rules. If any person upon whom such a notice is served pursuant to this clause does not within thirty days after the date of such notice transfer his Units to a person qualified to hold the same, or establish to the satisfaction of the Manager (whose judgement shall be final and binding) that he and any person on whose behalf he holds the affected Units are qualified and entitled to hold the Units, he shall be deemed upon the expiration of that thirty day period to have given a request in writing for the redemption or cancellation (at the discretion of the Manager) of the affected Units pursuant to the Rules.
- 20.3 A person who becomes aware that he has acquired or holds, whether beneficially or otherwise, affected Units in any of the relevant circumstances referred to in clause 20.1 shall forthwith, unless he has already received a notice pursuant to clause 20.2 either transfer or procure the transfer of all the affected Units to a person qualified to own the same or give a request in writing or procure that a request is so given for the redemption or cancellation of all the affected Units pursuant to the Rules.
- 20.4 When the holder of any Units in any class fails or ceases for whatever reason to be entitled to receive distributions or have allocations made in respect of his holding of Units in a manner, in terms of the Scheme making or not making any deduction of United Kingdom tax prior to the distribution or allocation to the holder, as is envisaged for such class, he shall, without delay, give notice thereof to the Manager and the Manager shall, upon receipt of such notice, treat the Holder concerned as if he had served on the Manager a exchange notice requesting exchange of all of the relevant Units owned by such Holder for Units of the class or classes of Units in the Scheme which, in the opinion of the Manager, such Holder is entitled to hold and most nearly equate to the class or classes of Units being exchanged by that Holder.
- 20.5 If at any time the Trustee or the Manager become aware that the Holder of any Units, that make or intend to make distributions or allocations without any tax being deducted or accounted for by the Scheme, has failed or ceased for whatever reason to be entitled to receive distributions or have allocations made in respect of his holding of such Units without deduction of United Kingdom tax, then the Manager (or as the case may be) the Trustee shall, without delay, treat the Holder concerned as if he had served on the Manager a notice or notices requesting an exchange of all of the relevant Units owned by such Holder for Units of the class or classes which, in the opinion of the Manager, such holder is entitled to hold and most nearly equate to the class or classes of Units held by that holder.

20.6 An amount equal to any tax charge incurred by the Trustee or for which the Trustee may be held liable as a result of an exchange pursuant to clause 20.5 shall be recoverable from the Holder concerned and may be accounted for in any adjustment made of the number of new Units to be issued pursuant to clause 20.5.

20.7 If at any time the Manager is not entitled to receive distributions or have income allocations made in respect of Units held by it without deduction of United Kingdom tax and has redeemed, pursuant to the Rules, any Units that make distributions or allocations without any tax being deducted or accounted for by the Trustee, the Manager shall forthwith following such redemption arrange for the Trustee to cancel any such Units or (at its discretion) the Manager shall forthwith sell such Units to a person who is (or appears to the Manager to be) entitled to hold the same.

21. **MANAGER'S INITIAL CHARGE**

The Manager shall be entitled to make an initial charge of such amounts or rates as is stated in the Prospectus.

22. **MANAGER'S PERIODIC CHARGE AND EXPENSES**

22.1 The Manager shall be entitled to remuneration for its services as Manager paid out of the Scheme Property and expressed as an annual percentage of the value of the Scheme Property. Such remuneration shall (unless otherwise determined by the Manager) be deemed to accrue from day to day and the amount of such remuneration shall (subject to the Rules) be determined by the Manager.

22.2 The Manager shall be entitled to such remuneration until the occurrence of one of the events specified in COLL 7.3.4.

22.3 The Manager shall be entitled to reimbursement of expenses of any type disclosed in the Prospectus and for which it may be reimbursed in accordance with the Rules.

23. **MANAGER'S CHARGE ON REDEMPTION**

The Manager shall be entitled to make a redemption charge which will be deducted from the proceeds of redemption of any Unit before payment to the Holder. The amount or rate of any redemption charge shall be such amount or rate as is stated in the Prospectus.

24. **TRUSTEE'S REMUNERATION**

24.1 Fees may be paid to the Trustee by way of remuneration for its services in every accounting period of the Scheme (in whole or in part) out of the Scheme Property. The Trustee is relieved of any obligation to account to holders in respect of such remuneration.

- 24.2 The Trustee is authorised to be reimbursed out of the Scheme Property all expenses properly incurred by it in connection with the trusteeship in performing or arranging for the performance of the functions conferred upon it by the Rules or by general law and for which it may be reimbursed in accordance with the Rules and the Prospectus.

25. OTHER PAYMENTS OUT OF SCHEME PROPERTY

- 25.1 All fees, charges, costs and expenses which are incurred in connection with the Scheme and which are required or permitted by this Trust Deed, or authorised in terms of the Rules, to be paid out of the Scheme Property of a Sub-fund shall, subject to a statement in the Prospectus, be so paid.
- 25.2 Subject to Clause 25.1, the Manager shall be responsible for the payment of all costs and expenses incurred from time to time in connection with the management or trusteeship of the Scheme.

26. VOTING AT MEETINGS

- 26.1 The entitlement to vote at any meeting of Holders or class meeting attaching to each Unit is in accordance with the Rules.
- 26.2 The manner in which votes may be given at such meetings referred to in sub-Clause 26.1 is as set out in Part 5 of the Schedule to this Deed (which for the avoidance of doubt shall have effect in the same manner as if such provisions were set out in the body of this Deed).

27. EVIDENCE OF TITLE TO UNITS

- 27.1 Title to Units shall be evidenced by an entry in the register of Holders and the Manager shall not issue certificates to Holders.
- 27.2 A statement of unitholding (**periodic statement**) in respect of Units for which no certificates are to be issued shall be sent to each Holder twice a year in such form as the Manager may decide. A statement shall not constitute a document of title to the Units to which it refers.
- 27.3 If a Holder requires evidence of title to registered Units, the Manager (or the registrar on the Manager's behalf) will, upon such proof as it shall consider appropriate, supply that Holder with a written statement providing details of the Holder's holdings of Units. Subject to the Rules, the Manager (or the registrar on the Manager's behalf) may impose a charge (together with any applicable VAT) for the supply of any certified copy.

28. REGISTER OF HOLDERS

- 28.1 The Manager shall be responsible for establishing and maintaining the register of Holders of the Scheme in accordance with the Rules.

28.2 The Manager or the registrar of the Scheme on behalf of the Manager may and accordingly shall be entitled to remuneration out of the Scheme Property and/or where it establishes and/or maintains a plan sub-register for the Scheme, of such amounts as the Manager and the Trustee shall from time to time agree, as stated in the Prospectus.

28.3 The Manager or the registrar of the Scheme on the Manager's behalf may also charge such reasonable fees as the Manager may from time to time determine (together with any VAT) for issuing any document recording, or for amending, an entry on the register of Holders, otherwise than on the issue or sale of Units.

29. INCOME

29.1 Part 3 of the Schedule to this Deed (which for the avoidance of doubt shall have effect in the same manner as if such provisions were set out in the body of this Deed) shall set out the basis for the distribution or re- investment of income in respect of any class of Units in issue in respect of a Sub-fund.

29.2 Any distribution or other monies payable on or in respect of a Unit may be paid by crossed cheque, warrant or money order and may be remitted by post to the registered address of the Holder or person entitled to such monies (or, if two or more persons are registered as joint holders of the share or are entitled by virtue of the death or bankruptcy of the holder or otherwise by operation of law, to the registered address of any one of such persons) or to such person and to such address as the Holder or other such person or persons may direct in writing.

29.3 Any distribution or other monies may also be paid by any other usual or common banking method (including, without limitation, direct credit, bank transfer and electronic funds transfer (a **bank transfer**)) and to or through such person or such persons as the relevant person may direct in writing.

29.4 Every such cheque, warrant or order shall be made payable to the person entitled to the monies represented by it or to such person as the relevant holder or joint holders may direct in writing and the payment of such cheque, warrant or order or the transfer by way of direct credit or bank transfer by the bank so instructed by the Manager shall be a good discharge to the Trustee and the Manager. Neither the Scheme, the Trustee nor the Manager shall be responsible for any loss of any cheque, warrant or order or for any error in any transfer by direct credit or bank transfer which in each case shall be sent or transferred at the risk of the person or persons entitled to the money thereby.

29.5 If two or more persons are registered as joint Holders of any Unit, or are entitled jointly to a Unit in consequence of the death or bankruptcy of the Holder or otherwise by operation of law, any one of them may give an effectual receipt for any distribution or other monies payable or property distributable on or in respect of the Unit.

- 29.6 No distribution or other monies payable on or in respect of a Unit shall bear interest against the Scheme.
- 29.7 All distributions unclaimed for a period of six years after having become due for payment shall be forfeited and shall revert to the relevant Sub-fund. The payment of any unclaimed distribution, interest or other sum payable by the Scheme on or in respect of a Unit into a separate account shall not constitute the Trustee of the Manager a trustee thereof.

30. **INCOME EQUALISATION**

- 30.1 An allocation of income (whether annual or interim) to be made in respect of each Unit to which this Clause applies issued or sold during the accounting period in respect of which that income allocation is made shall be of the same amount as the allocation to be made in respect of the other Units of the same class in the same Sub-fund but shall include a capital sum (**income equalisation**) representing the Manager's best estimate of the amount of income included in the price of that Unit and calculated in accordance with the following clause.
- 30.2 The amount of income equalisation in respect of any Unit shall be either:
- 30.2.1 the actual amount of income included in the issue price of that Unit; or
 - 30.2.2 an amount arrived at by taking the aggregate of the amounts of income included in the price in respect of Units of that class issued or sold in the annual or interim accounting period in question and dividing that aggregate amount by the number of such Units and applying the resultant average to each of the Units in question.

31. **ALLOCATION OF INCOME**

The provisions of Part 4 of the Schedule shall apply to each allocation of income at a time when more than one class of Unit is in issue in respect of a Sub-fund, provided that a method of calculating the amount of income to be allocated between the Units in issue which is different to that which appears in the said Part 4 of the Schedule may be adopted if the Manager is satisfied that such method is fair to Holders and that it is reasonable to adopt such method in the given circumstance.

32. **MANAGER'S POWER TO BUY UNITS AS PRINCIPAL**

The Manager may buy Units as principal on an investment exchange and where Units are purchased by the Manager as principal on an investment exchange, settlement shall be in accordance with the rules of that exchange.

33. **INVESTMENT IN COLLECTIVE INVESTMENT SCHEMES**

- 33.1 Each Sub-fund may invest in units in one or more collective investment schemes.

- 33.2 In accordance with the Rules, each Sub-fund may also invest in units in one or more other collective investment schemes which are managed or operated by the Manager, or (in the case of any such collective investment scheme which is an investment company with variable capital) in relation to which the Manager or an associate of the Manager is the authorised corporate director.

34. **ELIGIBLE MARKETS**

Subject to any restrictions in the Rules or this Deed, each Sub-fund has the power to invest in any securities market or deal on any derivatives market which is an eligible securities market or eligible derivatives market for that Sub-fund for the purposes of the Rules to the extent that power to do so is conferred by the Rules irrespective of any issue of eligibility. The Manager, after consultation with and notification to the Trustee, may choose a market as one which is appropriate for the purpose of investment of, or dealing in, the Scheme Property. Any such market will be an eligible market for the purposes of the Rules and a list of such markets will be included in the Prospectus.

IN WITNESS WHEREOF the parties to this Deed have entered into this Deed the day and year first above written.

1. THE SCHEDULE

PART 1

The Sub-funds

Kames Property Income Feeder (Accumulation) Fund

Kames Property Income Feeder (Income) Fund

Each of the Kames Property Income Feeder (Accumulation) Fund and the Kames Property Income Feeder (Income) Fund falls into the category of a "dedicated feeder fund" for the purposes of the Authorised Investment Funds (Tax) Regulations 2006 (as amended) (SI 2006/964), each being dedicated to investment in the Kames Property Income Fund, being a sub-fund of the Kames Capital Investment Portfolios ICVC.

Subject to the Rules, the Manager and the Trustee may from time to time create such additional sub-funds, with such restrictions as to investment or otherwise and denominated in such currencies as the Manager shall from time to time determine.

PART 2

Classes of Units

The following classes of Units may be issued:

Sterling Class B Net Accumulation Units

The Sterling Class B Net Accumulation Units shall have the following features:

- Invests in Sterling Class F Gross Accumulation shares in the Kames Property Income Fund
- Designated in Sterling

Sterling Class B Net Income Units

The Sterling Class B Net Income Units shall have the following features:

- Invests in Sterling Class F Gross Income shares in the Kames Property Income Fund
- Designated in Sterling

(together the "Class B Units")

Sterling Class Q Net Accumulation Units

The Sterling Class Q Net Accumulation Units shall have the following features:

- Invests in Sterling Class F Gross Accumulation shares in the Kames Property Income Fund
- Designated in Sterling
- Only available to institutional investors and other investors with the prior agreement of the Manager
- Limited redemption - the limitation on redemption is that notice of not less than 90 days must be given prior to the Units being redeemed. The Manager may at its discretion from time to time waive the notice period in whole or in part.

Sterling Class Q Net Income Units

The Sterling Class Q Net Income Units shall have the following features:

- Invests in Sterling Class F Gross Income shares in the Kames Property Income Fund
- Designated in Sterling
- Only available to institutional investors and other investors with the prior agreement of the Manager

- Limited redemption - the limitation on redemption is that notice of not less than 90 days must be given prior to the Units being redeemed. The Manager may at its discretion from time to time waive the notice period in whole or in part.

(together the "Class Q Units")

Sterling Class S Net Accumulation Units

The Sterling Class S Net Accumulation Units shall have the following features:

- Invests in Sterling Class F Gross Accumulation shares in the Kames Property Income Fund
- Designated in Sterling
- Only available to institutional investors and other investors with the prior agreement of the Manager.

Sterling Class S Net Income Units

The Sterling Class S Net Income Units shall have the following features:

- Invests in Sterling Class F Gross Income shares in the Kames Property Income Fund
- Designated in Sterling
- Only available to institutional investors and other investors with the prior agreement of the Manager.

(together the "Class S Units")

In addition, in exceptional market conditions, the Manager has the right, in respect of each of the Class B Units, the Class Q Units and the Class S Units to limit the issue of any new Units. This is without prejudice to the Manager's right to issue new Units where it, in its sole discretion, determines that such further issues are beneficial to the Sub-fund, the rights of existing holders are not materially prejudiced and provided that the Manager can, with the proceeds of those further issues, make investments which would not compromise the investment objective of the relevant Sub-fund.

Each class of Unit may bear different fees, charges and expenses and have different investment minima or other features as set out from time to time in the Prospectus. Units of the same class relating to the same Sub-fund rank *pari passu*.

Unless otherwise expressly stated, each class of Unit is net paying.

In addition to the above, each Sub-fund may issue one or more other classes of Units the currency of which is designated to be a currency other than Sterling (and in respect of which the price shall be expressed and any distribution shall be paid in that currency) at such time and upon such terms as the Manager considers appropriate. Such classes may be gross paying accumulation units, gross paying income units, net paying accumulation units or net paying income units, to the extent that this

would not be inconsistent with the Rules or with any other law or regulation (including relevant tax laws).

PART 3

Determination of Net Asset Value

The value of the property of a Sub-fund shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions.

1. All the property of a Sub-fund (including receivables) is to be included, subject to the following provisions;
2. The valuation of the property of a Sub-fund shall consist of two parts, one on an Issue basis and one on a Cancellation basis calculated in accordance with the following provisions:

2.1 Issue Basis

For that part of the valuation which is on an Issue basis the property of a Sub-fund shall be valued as set out below and the prices used shall (subject as set out below) be the most recent prices which it is practicable to obtain:

- (a) units or shares in a collective investment scheme:
 - (i) if a single price for buying and selling units or shares is quoted, at that price plus any dealing costs (as defined below), any initial charge payable by the Manager for the account of a Sub-fund on the purchase of the units or shares, and any dilution levy or SDRT provision which would be added in the event of a purchase by the Manager for the account of the Sub-fund of the units or shares in question (except that, where the Manager, or an associate of the Manager, is also the manager or authorised corporate director of the collective investment scheme whose units or shares are held by the Sub-fund, the valuation must not include any initial charge payable in the event of a purchase by the Manager of those units or shares); or
 - (ii) if separate buying (offer) and selling (bid) prices are quoted, at the buying price, less any expected discount plus any dealing costs (as defined below), but where the Manager, or an associate of the Manager, is also the manager or authorised corporate director of the collective investment scheme whose units or shares are held by the Sub-fund, the issue price shall be taken instead of the buying price; or
 - (iii) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the Manager's best

estimate of the value of the units or shares, at a value which, in the opinion of the Manager, is fair and reasonable;

- (b) immoveable property:
 - (i) by a Standing Independent Valuer, on the basis of an "open market value" as defined in Practice Statement 3 in the Royal Institution of Chartered Surveyors' Appraisal and Valuation Manual as updated and amended from time to time;
 - (ii) on the basis of a full valuation with physical inspection (including, where the immoveable is or includes a building, internal inspection), at least once a year; and
 - (iii) on the basis of the last full valuation, at least once a month; or
 - (iv) where the Manager, the Trustee or the Standing Independent Valuer have reasonable grounds to believe that the most recent valuation of an immovable does not reflect the current value of that immovable, at a value which the Manager and the Standing Independent Valuer agree (after consultation) is fair and reasonable;
- (c) exchange-traded derivative contracts:
 - (i) if a single price for buying and selling the exchange-traded derivative is quoted, at that price; or
 - (ii) if separate buying and selling prices are quoted, at the average of the two prices; or
 - (iii) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no price exists or if the most recent price available does not reflect the Manager's best estimate of the value of the security, at a value which, in the opinion of the Manager, is fair and reasonable;
- (d) over-the-counter derivative contracts shall be valued in accordance with the method of valuation as shall have been agreed between the Manager and the Trustee;
- (e) any other investment:
 - (i) the best available market dealing offer price on the most appropriate market in a standard size (plus any dealing costs, (as defined below)); or

- (ii) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the Manager's best estimate of the value of the units or shares, at a value which, in the opinion of the Manager, is fair and reasonable;
- (f) property other than that described in sub-paragraphs (a), (b), (c), (d) and (e) above, at a value which, in the opinion of the Manager, is fair and reasonable (plus any dealing costs (as defined below));

2.2. Cancellation basis

For that part of the valuation which is on a Cancellation basis the property of a Sub-fund shall be valued as set out below and the prices used shall (subject as set out below) be the most recent prices which it is practicable to obtain:

- (a) units or shares in a collective investment scheme:
 - (i) if a single price for buying and selling units or shares is quoted, at that price less any dealing costs (as defined below), any redemption charge payable by the Manager for the account of a Sub-fund on the sale of the units or shares, (taking account of any expected discount) and any dilution levy or SDRT provision which would be deducted in the event of a sale by the Manager for the account of the Sub-fund of the units or shares in question (except that, where the Manager, or an associate of the Manager, is also the manager or authorised corporate director of the collective investment scheme whose units or shares are held by the Sub-fund, the valuation must not include any redemption charge payable in the event of a sale by the Manager of those units or shares); or
 - (ii) if separate buying (offer) and selling (bid) prices are quoted, at the selling price, less any dealing costs (as defined below) and any redemption charge payable on the sale of the units or shares taking account of any expected discount (except that where the Manager, or an associate of the Manager, is also the manager or authorised corporate director of the collective investment scheme whose units or shares are held by the Sub-fund, the cancellation price shall be taken instead of the selling price); or
 - (iii) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the Manager's best

estimate of the value of the units or shares, at a value which, in the opinion of the Manager, is fair and reasonable;

(b) immoveable property

- (i) by a Standing Independent Valuer, on the basis of an "open market value" as defined in Practice Statement 3 in the Royal Institution of Chartered Surveyors' Appraisal and Valuation Manual as updated and amended from time to time;
- (ii) on the basis of a full valuation with physical inspection (including, where the immoveable is or includes a building, internal inspection), at least once a year; and
- (iii) on the basis of the last full valuation, at least once a month; or
- (iv) where the Manager, the Trustee or the Standing Independent Valuer have reasonable grounds to believe that the most recent valuation of an immovable does not reflect the current value of that immovable, at a value which the Manager and the Standing Independent Valuer agree (after consultation) is fair and reasonable;

(c) exchange-traded derivative contracts:

- (i) if a single price for buying and selling the exchange-traded derivative is quoted, at that price; or
- (ii) if separate buying and selling prices are quoted, at the average of the two prices; or
- (iii) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no price exists or if the most recent price available does not reflect the Manager's best estimate of the value of the security, at a value which, in the opinion of the Manager, is fair and reasonable;

(d) over-the-counter derivative contracts shall be valued in accordance with the method of valuation as shall have been agreed between the Manager and the Trustee;

(e) any other investment:

- (i) the best available market dealing bid price on the most appropriate market in a standard size (less any dealing costs, (as defined below)); or

- (ii) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the Manager's best estimate of the value of the units or shares, at a value which, in the opinion of the Manager, is fair and reasonable;
 - (f) property other than that described in sub-paragraphs (a), (b), (c), (d) and (e) above, at a value which, in the opinion of the Manager, is fair and reasonable (less any dealing costs (as defined below)).
- 3. Cash and amounts held in current deposit and margin accounts and in other time-related deposits shall be valued at their nominal values;
- 4. Approved money market instruments which have a residual maturity of less than three months and have no specific sensitivity to market parameters, including credit risk, shall be valued on an amortised cost basis.
- 5. All instructions given to issue or cancel shares shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case;
- 6. Subject to paragraph 7 below, agreements for the unconditional sale or purchase of property which are in existence but uncompleted shall be assumed to have been completed and all consequential action required to have been taken. Such unconditional agreements need not be taken into account if they are made shortly before the valuation takes place and, in the opinion of the Manager, their omission will not materially affect the final net asset amount;
- 7. All agreements are to be included under paragraph 6 which are, or ought reasonably to have been, known to the person valuing the Scheme Property;
- 8. Deduct an estimated amount for anticipated tax liabilities (on unrealised gains where the liabilities have accrued and are payable out of the Scheme Property; on realised gains in respect of previously completed and current accounting periods; and on income where liabilities have accrued) at that point in time including (as applicable and without limitation) any liability for capital gains tax, income tax, corporation tax, value added tax, stamp duty and stamp duty reserve tax;
- 9. Deduct an estimated amount for any liabilities payable out of the scheme property and any tax thereon, for this purpose treating periodic items as accruing from day to day;
- 10. Deduct the principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings;
- 11. Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable;
- 12. Add any other credits or amounts due to be paid into the Scheme Property;

13. Add a sum representing any interest or any income accrued due or deemed to have accrued but not received and any stamp duty reserve tax provision anticipated to be received.
14. Currencies or values in currencies other than base currency of the Trust shall be converted at the relevant Valuation Point at a rate of exchange that is not likely to result in any material prejudice to the interests of Holders or potential Holders.
15. For the purposes of this Part of the Schedule, "dealing costs" means any fiscal charges, commission or other charges payable in the event of the Manager for the account of a Sub-fund carrying out the transaction in question (but excluding any initial charge payable on the purchase of units or shares), assuming that the commission and charges (other than fiscal charges) which would be payable by the Sub-fund are the least that could reasonably be expected to be paid in order to carry out the transaction.

PART 4

Allocation of Rights to Participate in the Scheme Property

1. If there is more than one class of Unit in issue in a Sub-fund, the proportionate interests of each class in the assets and income of the Sub-fund shall be ascertained as follows:
 - (i) A notional account will be maintained for each class. Each account will be referred to as a "**Proportion Account**".
 - (ii) The word "proportion" in the following paragraphs means the proportion which the balance on a Proportion Account at the relevant time bears to the balance on all the Proportion Accounts at that time. The proportionate interest of a class of Unit in the assets and income is its "proportion".
 - (iii) There will be credited to a Proportion Account:
 - the subscription money (excluding any initial charges) for the issue of Units of the relevant class;
 - that class's proportion of the amount by which the Net Asset Value of the Sub-fund exceeds the total subscription money for all Units;
 - the class's proportion of the income received and receivable; and
 - any notional tax benefit under paragraph (v) below.
 - (iv) There will be debited to a Proportion Account:
 - the redemption payment for the cancellation of Units of the relevant class;
 - the Class's proportion of the amount by which the Net Asset Value of the Sub-fund falls short of the total subscription money for all Units;
 - all distributions of income (including equalisation if any) made to Holders of that class;
 - all costs, charges and expenses incurred solely in respect of that class;
 - that class's proportion of the costs, charges and expenses incurred in respect of that class and one or more other classes, but not in respect of the Sub-fund or the Scheme as a whole;
 - that class's proportion of the costs, charges and expenses incurred in respect of or attributable to the Sub-fund as a whole; and
 - any notional tax liability under paragraph (v).
 - (v) Any tax liability in respect of Sub-fund and any tax benefit received or receivable in respect of the Sub-fund will be allocated between classes of that Sub-fund in order to

achieve, so far as possible, the same result as would have been achieved if each class were itself a scheme so as not materially to prejudice any class. The allocation will be carried out by the Manager after consultation with the auditors.

- (vi) Where a class is denominated in a currency which is not the base currency of the relevant Sub-fund, the balance on the Proportion Account shall be converted into the base currency of that Sub-fund in order to ascertain the proportions of all classes. Conversions between currencies shall be at a rate of exchange decided by the Manager as being a rate that is not likely to result in any material prejudice to the interests of Holders or potential holders.
 - (vii) The Proportion Accounts are notional accounts maintained for the purpose of calculating proportions. They do not represent debts from the Scheme to Holders or the other way round.
2. Each credit and debit to a Proportion Account shall be allocated to that account on the basis of that class's proportion immediately before the allocation. All such adjustments shall be made as are necessary to ensure that on no occasion on which the proportions are ascertained is any amount counted more than once.
 3. When Units are issued thereafter each such Unit shall represent the same proportionate interest in the property of the Sub-fund as each other Unit of the same category and class then in issue in respect of the Sub-fund.
 4. The Manager shall allocate the amount available for income allocation (calculated in accordance with the Rules) between the Units in issue relating to the relevant Sub-fund according to the respective proportionate interests in that Sub-fund's Scheme Property represented by the Units at the Valuation Point in question.
 5. The Manager may adopt a different method of calculating the proportionate interests of such class of Units in the assets and income of a Sub-fund from that set out in this Part of the Schedule provided that the Manager is satisfied that such method is fair to Holders and that it is reasonable to adopt such method in the given circumstances.

PART 5**VOTING AT MEETINGS**

1. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman of the meeting or by not less than two Holders or by the Trustee. A demand by a proxy is deemed to be a demand by the person appointing the proxy. The chairman must exercise his power to demand a poll if requested to do so by the Manager.
2. The entitlement to vote at any meeting of Holders or class meeting attaching to each Unit is in accordance with the Regulations. On a show of hands every Holder who is present in person has one vote. On a poll, votes may be given either personally or by proxy or in any other manner (including the use of ballot papers or electronic or computer voting systems) as the chairman of the meeting may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and, if so directed by the meeting, shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
3. Where a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any Holder on the ground (however formulated) of mental disorder, the Manager may in its absolute discretion upon or subject to production of such evidence of the appointment as the Manager may require, permit such receiver or other person on behalf of such Holder to vote on a poll in person or by proxy at any meeting of holders or class meeting or to exercise any right other than the right to vote on a show of hands conferred by ownership of Units in relation to such a meeting.
4. No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
5. An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Manager may approve or in its absolute discretion accept (including as to how it may be signed or sealed). The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Manager) be lodged with the instrument appointing the proxy pursuant to the next following Clause, failing which the instrument may be treated as invalid.

6. An instrument appointing a proxy must be left at or delivered to such place or one of such places (if any) as may be specified for the purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, to or at the Manager's head office) by the time which is forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used and, in default, may be treated as invalid. The instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates.
7. A vote cast by proxy shall not be invalidated by the previous death or bankruptcy of the principal or by other transmission by operation of law of the title to the Units concerned or by the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Manager at its head office by the time which is two hours before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.
8. Any corporation which is a Holder of Units in the Scheme may by resolution of the directors or other governing body of such corporation and in respect of any Unit or Units in the Scheme of which it is the Holder authorise such individual as it thinks fit to act as its representative at any general meeting of the Holders or of any class meeting. The individual so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise in respect of such Unit or Units if it were an individual Holder in the Scheme and such corporation shall for the purposes of this Deed be deemed to be present in person at any such meeting if an individual so authorised is so present.
9. The provisions of this Part of the Schedule which relate to proceedings at meetings shall apply *mutatis mutandis* to class meetings and Sub-fund meetings as they apply to general meetings of the Scheme as a whole.

EXECUTED as a DEED by)

KAMES CAPITAL PLC)

Acting by:)

G.R. Cooper Director

GREGORY R COOPER Full Name

A. T. T. T. Director/Secretary

ALLEN DANIEL TAYLOR Full Name

EXECUTED as a DEED by)

Mary Stewart
Mary Campbell Stewart

As duly authorised Attorney for and on behalf of

NATIONAL WESTMINSTER BANK PLC

in the presence of:

Patricia Stewart Witness

Patricia Stewart Full Name

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