



Downing Estate Planning Service

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Terms & Conditions

Downing



Important notice

These Terms contain information relating to an investment made through the Service. An investment may only be made on the basis of these Terms (in particular, the Investor Agreement), the Brochure and the Application Form.

An investment through the Service will not be appropriate for all recipients of these Terms. If you are in any doubt about the content of these Terms and/or any action that you should take, you are strongly recommended to seek advice immediately from an independent financial adviser authorised under the Financial Services and Markets Act 2000 ("FSMA") who specialises in advising on opportunities of this type. Nothing in these Terms constitutes investment, tax, legal or other advice by Downing LLP ("Downing" or "Manager") and your attention is drawn to the section headed "Risk factors" on pages 7 to 9.

These Terms, the Downing Estate Planning Service Brochure and the Application Form constitute a financial promotion pursuant to section 21 of the FSMA and are issued by Downing LLP, of St Magnus House, 3 Lower Thames Street, London EC3R 6HD which is authorised and regulated by the Financial Conduct Authority in the United Kingdom. Such documents do not constitute an offer to provide the Service in any state, country or other jurisdiction where, or to any person or entity whom, such an offer or sale would be prohibited.

Any references to tax laws or levels in the Terms are subject to change and personal circumstances. Past performance is not a guide to future performance and may not be repeated. The value of Shares can go down as well as up and you may not get back the full amount invested. You should consider an investment made through the Service as a medium to long term investment. Investments made through the Service are likely to be illiquid.

Applicants should note that the taxation effects referred to in these Terms generally assume that Investors are UK resident and UK domiciled individuals who, on death, expect to have taxable estates worth significantly more than £325,000.

No person has been authorised to give any information, or to make any representation, concerning the Service other than the information contained in these Terms, the Brochure or Application Form and, if given or made, such information or representation must not be relied upon.

Applications will only be accepted if submitted through an FCA authorised Intermediary, whose details are completed in the Application Form.

Downing has taken all reasonable care to ensure that the facts stated in these Terms are true and accurate in all material respects and that there are no other material facts whose omission would make any statement of fact or opinion in these Terms misleading. All statements of opinion or belief contained in these Terms and all views expressed and statements made regarding future events represent Downing's own assessment and interpretation of information available to it as at the date of these Terms. No representation is made or assurances given that such statements or views are correct or that the objectives of the Service will be achieved. Prospective Investors must determine for themselves what reliance (if any) they should place on such statements, views or objectives, and no responsibility is accepted by Downing in respect thereof.

If you have any questions, please call us on **020 7416 7780**. Please note, telephone calls may be recorded for monitoring purposes.

For UK investors only.
Information correct as at 2 September 2019.

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How to Apply

- ▶ Read these Terms, the Brochure and the Application Form.
- ▶ Discuss the opportunity with your intermediary.
- ▶ Complete and send your application and subscription to:
Downing LLP, St Magnus House, 3 Lower Thames Street,
London EC3R 6HD.

If you have any questions, please contact us

Telephone: **020 7416 7780**

Email: **ih@downing.co.uk**

Web: **www.downing.co.uk**

The Service

Who may this Service be appropriate for?

This opportunity may be appropriate for Investors with the following characteristics:

- ▶ High net worth and sophisticated investors who are UK residents.
- ▶ Investors who are seeking to shelter assets from inheritance tax.

Investment amounts

The minimum individual Subscription through the Service is £25,000. There is no restriction on the maximum Subscription by an individual.

Service structure

By entering into an Investor Agreement, an Investor will enter into an individual discretionary investment management arrangement with the Manager.

Subscriptions made to the Investor's Portfolio will be invested in suitable IHT Companies on behalf of the Investor. The Manager will be responsible for discretionary decisions in relation to the selection of, and the exercise of rights in relation to, investments in the Investor's Portfolio, but the Investor acquires and retains beneficial ownership of the IHT Investments in their Portfolio. Legal title to the IHT Investments will be held in the name of the Nominee acting as nominee for the Investors.

Life of the Service

In order to obtain relief from IHT, Shares must be held on death and must have been held for a minimum period of two years.

Exit opportunities, distributions and withdrawals

The Service has been designed to provide access to Investor's capital (for the purposes of providing distributions on a quarterly, six-monthly or annual basis, or for withdrawals) twice a month, subject to 10 day's notice and liquidity. There are no exit charges (other than the performance fee, if applicable) or penalties, but any gains on the redemption or realisation of Shares from the Service may be subject to capital gains tax or income tax depending on the circumstances. All withdrawals are subject to liquidity constraints and are at the Manager's discretion. Any amount drawn from an Investor's Portfolio prior to death will not be eligible for IHT relief and will be subject to IHT in the normal way.

Partial withdrawals from the Service are permitted, subject to a minimum remaining value in the Service of £15,000. The Manager will have a lien on all assets being withdrawn by an Investor and shall be entitled to dispose of some or all of the same and apply the proceeds in discharging that Investor's liability to the Manager in respect of damages or accrued but unpaid fees. The balance of any sale proceeds and control of any remaining investments will then be passed to the Investor.

Operation of the Service

Client account

Each Investor's Subscription will be held by the Custodian in a segregated and pooled client money bank account with trust status prior to investment in IHT Companies and, following the realisation of investments in IHT Companies or on a withdrawal prior to distribution of proceeds to Investors or beneficiaries. Interest arising on cash held for an Investor is retained by the Manager or Custodian (and is not applied for the benefit of the Investor's Portfolio).

Accounts

Accounts will be maintained for each Investor, showing the amount contributed by that Investor and the amounts invested and yet to be invested on that Investor's behalf.

Timing of investment

The Manager intends to invest Subscriptions within 45 days of receipt. There is, however, no guarantee that this will be achieved.

Should an Investor die before his or her Subscription is fully invested, all uninvested sums subscribed by him or her will be repaid by the Manager upon receipt of notice of the death from the Investor's personal representatives.

Investment in selected companies

When the Manager has selected a suitable IHT Company, and appropriate terms and conditions have been negotiated, it will acquire shares in the IHT Company on behalf of the Investor.

The Manager may select one or more suitable IHT Companies.

All documents of title for Investments will be held by the Nominee. Share certificates will be issued in the name of the Nominee.

Any dividends received by the Custodian or the Nominee from IHT Companies will be forwarded directly on to the Investor. The Manager does not however anticipate any dividends being paid by the IHT Companies.

Investment agreement

As a precondition of investment, each IHT Company will normally be required to enter into an investment monitoring agreement regulating, to the extent possible, the conduct of its business. This agreement will normally remain in place until the investment is realised. The agreement will normally give the Manager the right to nominate a director to the board of the IHT Company and will require the supply of regular management accounts and other information to the Manager to enable it to monitor the IHT Company.

Until a realisation is achieved, the Manager will seek to ensure that IHT Companies will undertake IHT Trades. Tax relief may not be available in certain circumstances and neither the Manager nor the Custodian accepts any liability for any loss or damage suffered by any Investor or other person in consequence of such relief not being available or reduced. In this regard, Investors are strongly advised to read the risk factors set out on pages 7 to 9.

The Custodian and Nominee

By completing the Application Form, prospective Investors will, inter alia, be deemed to have irrevocably agreed to the Custodian being appointed to exercise the powers, and to carry out duties, on behalf of the Investors in accordance with the provisions of this paragraph, which are as follows:

(a) Function

The function of the Custodian will be to exercise the powers and duties which are conferred upon it by the terms of these Terms (including this paragraph).

(b) Restrictions on transfer

(i) The Custodian shall not be obliged to recognise the title of any person in whom an interest in Shares in any IHT Company shall have become vested unless a properly validated notice or evidence of that person's entitlement shall have been produced to the Custodian.

(ii) The Custodian shall not be obliged to recognise any transfer or assignment of an interest in the Shares to any person unless such person shall have first agreed to enter into a transfer or assignment in a form approved by the Manager which shall incorporate an undertaking that such person will be bound by the terms of this paragraph.

(c) Custodian's and Nominee's obligations and powers

(i) Cheques will be banked in one or more of the Custodian's FCA approved designated client money bank accounts held by the Nominee on behalf of the Investor.

(ii) The Custodian will make payments from these client money accounts in accordance with instructions received from the Manager upon the purchase and delivery of securities by the Manager. It is the responsibility of the Manager, not the Custodian or the Nominee, to ensure that appropriate investments are made.

(iii) All securities will be registered in the name of the Nominee and will be physically delivered by the Manager or its agent to the Custodian.

(iv) The Nominee will hold the securities for safe keeping in its safe or may, at its discretion, place them in the vault of an FCA authorised UK bank, held to the order of the Nominee.

(v) The Custodian will upon receipt of instructions from the Manager, together with simultaneous or advanced receipt of sale proceeds, deliver securities to the Manager.

(vi) In order to safeguard an Investor's assets, neither the Custodian nor the Nominee will deliver cash without receipt of securities, or securities without receipt of cash, to any third party including the Manager. The Custodian may at its sole discretion agree to place the securities with an approved firm of solicitors in England, held to the order of the Nominee, pending receipt of funds by the Custodian.

(vii) On termination of the Service, the Manager will instruct the Custodian to distribute the monies held to the Investor. The Custodian will transfer funds to the Investor's bank or building society accounts upon production of suitable evidence of the designated account holdings.

(viii) The Custodian will be authorised, on the instruction of the Manager, to exercise voting, pre-emption or similar rights in relation to the Shares in accordance with the articles of association of the IHT Companies or any agreement entered into in connection with the subscription for the Shares, and to deal with any rights relating to any share issue made or proposed by an IHT Company.

(ix) The Custodian will seek to ensure that any dividends shall be paid direct to the Investor. In the event that any money in relation to the Shares is received by the Custodian it shall pay such money or monies' worth to the Investor subject to any legal obligations on the Custodian to make retentions for payment of tax and/or fees and expenses payable to the Manager.

(x) The Custodian will be entitled to carry out such other acts and deeds which are in its reasonable opinion necessary or reasonably incidental to its appointment as a Custodian.

(d) Appointment of new Custodian

The Manager makes the arrangements in respect of custody.

The Manager may at any time accept the resignation of, or remove, the Custodian, subject to the terms of the agreement between the Manager and the Custodian and appoint a new Custodian in its place, on behalf of the investors.

(e) Investment

The Custodian or the Nominee may place any monies for the time being held by it on deposit with any bank or building society, which will be an FCA approved bank, with trust status and a term no greater than one day to ensure liquidity.

(f) Indemnity

By completing the Application Form, each Investor indemnifies the Custodian and the Nominee (in proportion to their respective interests in the Shares at the date of the claim to indemnity) against any claim made against it arising out of the fulfilment of its duties as Custodian and Nominee and any costs, charges or expenses incurred by it in contesting the same, save only where it is established that the subject matter of the claim was the result of a conscious and deliberate breach by the Custodian or the Nominee of its obligations hereunder.

Risk factors

The investment objectives of the Service have been formulated on the basis that Investors have the potential to save IHT relief on their Subscriptions and that they are UK resident and UK domiciled. Therefore, this opportunity may not be appropriate for all potential Investors. Potential Investors are recommended to seek specialist independent tax and financial advice before investing.

Prospective Investors should be aware that the value of Shares in an IHT Company can fluctuate. In addition, there is no guarantee that the valuation of Shares will fully reflect its underlying NAV, or that Investors will be able to buy and sell at that valuation or at all.

General risks

An investment made through the Service is subject to a number of risks. Before making any investment decision, prospective Investors should consider carefully the risks attached to investing through the Service together with all other information contained in these Terms, including, in particular, the risk factors described below. This information does not purport to be exhaustive and the risks below are not set out in order of priority. Additional risks and uncertainties not presently known to the Manager, or that the Manager currently deems to be immaterial, may also have an adverse effect on the business of the IHT Companies. Investors should consider carefully whether an investment made through the Service is appropriate for them in the light of the information in these Terms and their personal circumstances.

- ▶ Valuations of unquoted companies are determined by the Manager in accordance with the International Private Equity and Venture Capital Valuation Guidelines (“IPEV”). However, as the Investor’s Portfolio will constitute holdings in small unquoted companies with very limited or no historical performance track record, such valuations will include a high degree of judgement, and the actual proceeds generated from the disposal of the Investor’s interest in any IHT Company may materially differ from the value attributable to the Shares prior to the disposal.
- ▶ The value of the Shares may go up or down. An Investor may not get back the full amount invested even after a successful claim against the Downside Protection Cover, where applicable.
- ▶ The performance of investments made, and the availability of IHT relief, through the Service is dependent on the Manager’s ability to identify suitable IHT Companies undertaking appropriate IHT Trades.
- ▶ The past performance of the Manager is not a guide to the future performance of an investment made through the Service.
- ▶ If an IHT Company ceases to carry on an IHT Trade, this could prejudice its qualifying status for IHT relief.
- ▶ The levels and bases of reliefs from taxation may change and such changes could apply retrospectively. The tax reliefs referred to in these Terms are described in accordance with Downing’s, and the Service’s taxation adviser’s, interpretation of current legislation, rules and published practice in force as at the date of the Terms, which may change and affect the return to Investors. The value of the tax relief will depend on the specific circumstances of individual Investors.
- ▶ Although it is intended that the Service will be operated such that Investors will qualify for IHT relief after two years, there is no guarantee that this will be achieved or maintained. The level of IHT relief could be restricted if it is deemed that an insufficient proportion of an IHT Company’s assets are being used for the purposes of IHT Trades.
- ▶ The returns generated through the Service may be affected by changes to bank base rates. The IHT Companies may have cash on deposit prior to employing funds in its trades, and profits generated from some trades may also be affected by the level of interest rates. If low bank base rates continue in the medium to long term it may be more difficult to achieve the target returns set out in the Brochure.
- ▶ There could be a delay in returning cash in the event of significant demand for withdrawals or distributions; Investors may, therefore, not receive cash for a period of 12 months or more. It is unlikely that there will be an external market for the Shares.
- ▶ There is no guarantee that the Downside Protection Cover will continue after two years, or that it will pay out if a claim is made.
- ▶ Downing does not warrant the solvency or ability to pay claims of any Insurer with whom any insurances are placed.
- ▶ The information in these Terms is based upon current taxation, and other, legislation, and HMRC practice, and any changes in the legislation or HMRC practice may affect the value of an investment.

Specific industry risks - asset-backed businesses

► **Value of property:** In the event of a failure of an 'asset-backed' business, the value of the freehold or long leasehold property owned by a company may be significantly below cost where it is considered by potential purchasers that the trade previously undertaken is no longer viable or that alternative uses for the property are limited or unfeasible. In addition, any trading losses incurred would reduce the proceeds payable to Investors from the sale of the property. Therefore, although asset-backed businesses provide an additional level of protection compared to businesses with no assets, there remains the possibility of Investors bearing significant losses in the event of the failure of any business.

Specific industry risks - energy businesses

The UK government may abandon, reduce, or change the terms of energy subsidies, which may impact the returns available if the Manager is unable to find investment opportunities on the same terms as those that have been modelled, or at all. Factors that could materially alter these investments include, but are not limited to:

- **Changes to subsidy rules:** In the case of energy businesses, there is a risk that a subsidy review may take place before the Subscriptions are fully invested or where investments made have not been connected to the grid. In this case, a reduction to, or a withdrawal of, subsidies for projects not yet connected to the grid could have a material negative impact on returns.
- **Availability of supply of equipment:** IHT Companies may be unable to secure the timely supply of equipment. This could delay the installation of projects and increase the capital cost of the projects and, therefore, delay or reduce financial returns from the projects.
- **Reliability of equipment:** Mechanical failure or other defects or accidents which result in non-performance or under-performance of equipment will have a negative impact on the revenue and profitability of an IHT Company.

- **Warranties:** An IHT Company may be the beneficiary of warranties or guarantees given by an equipment supplier, but warranties and guarantees typically only apply for a limited duration and can exclude some causes of project non-availability, such as scheduled and unscheduled grid outages. Project component suppliers may be unable to meet their warranty obligations in respect of components, in whole or in part, due to production, economic or financial difficulties or other reasons. Such circumstances could cause the IHT Companies to experience increased costs, which could have a material adverse effect on the return from an IHT Investment. Many of the suppliers of small scale energy technologies are relatively small companies, which may be unable to provide spare parts or meet warranty claims if their technology fails.
- **Construction:** Prior to the construction and operating phase of a project, the Manager expects that IHT Companies will enter into agreements with third-party professionals and independent contractors and other companies to provide the required construction, installation and maintenance services. If such contracted parties are not able to fulfil their contractual obligations, IHT Companies may be forced to provide additional resources to complete their work, or to engage other companies to complete the work, which may be on different terms. Any financial difficulty, breach of contract or delay in services by these third-party professionals and independent contractors could have a material adverse effect on the return from an investment.
- **Grid connection:** Energy projects are typically connected to the distribution or transmission grid to sell their energy output. Therefore, the distribution network operators will be required to connect the projects developed by the IHT Companies to the electricity grid. Neither the Manager nor any of the IHT Companies will be the owners of, or will control, the transmission or distribution facilities except those needed to interconnect projects to the electricity network. In the event of a failure of the distribution network operator to connect the projects developed by the IHT Companies to the electricity grid, the Investors may suffer economic losses. Such losses could have a material adverse effect on the return from an investment.
- **Third party claims:** An IHT Company or its sub-contractors may cause damage to the landlord's or tenant's property resulting in claims being made against the IHT Company (e.g. for roof repairs as a result of poor installation, etc). The Manager will seek to ensure that IHT Companies have insurance to cover these risks as well as having contracts enabling it to make a claim against its sub-contractors. However, in the event of a claim being made against the IHT Company, the insurance may not cover the IHT Company's total financial loss, or the sub-contractor may not be able to meet its liabilities, resulting in a material adverse effect on the return from an investment.

- ▶ **Early termination on leases:** Rental contracts and/or easements regarding land and properties where installations are located may be subject to early termination in certain circumstances. Such early termination would require transfer of the installation to another site causing: (i) costs for deconstruction and reconstruction, (ii) costs for rebuilding on alternative sites (subsidies may not be available on the new site), (iii) transportation costs, (iv) installation costs, and (v) opportunity costs for the interruption of electricity production, etc. Therefore, the early termination of rental contracts and/or easements by landlords is likely to have a material adverse effect on the return from an investment.
- ▶ **Access:** Landlords or tenants may refuse access to a site to enable equipment to be repaired and/or maintained. Whilst such action would be in breach of contract, the IHT Company may need to resort to the courts to obtain access to the site and this cost may fall on the IHT Company. During the period of any dispute with a landlord or tenant, the IHT Company may suffer economic loss as a result of the sub-optimal performance of the equipment on the site. This loss may not be recoverable in full from either the defaulting landlord or tenant or the IHT Company's insurer.
- ▶ **Insurance:** The capital equipment owned by the IHT Companies may be damaged as a result of, inter alia, natural disasters (e.g. lightning strikes), accidents (e.g. fire), or vandalism. The Manager will seek to ensure that the IHT Company insures these risks where it considers this to be appropriate. However, in the event of the capital equipment being damaged the insurance may not cover the IHT Company's total financial loss, resulting in an adverse impact on the IHT Company.
- ▶ **Development partners:** The projects developed by the IHT Companies are likely to be constructed and operated in co-operation with one or more development partners. Such development partners are likely to be involved in sourcing projects, in submitting planning applications, or in the supply, operation and maintenance of equipment. The ability of the Manager to maintain existing partnerships and develop new partnerships will be key to the performance of an investment. If disputes were to occur between the IHT Company and one or more of its partners, or if one or more partnerships were to terminate, this could have a material adverse effect on the return from an investment.
- ▶ **Permits and authorisation:** The construction of energy projects requires various permits and authorisations. It is not intended that any IHT Company will take any development risk prior to construction. However, certain issues may arise after the IHT Company has commenced the construction of a project and the Service has committed funds, for example, from local wildlife protection groups, which could delay completion of the project or its efficient operation. This could have a material adverse effect on the return from an investment. Having received the required permits, the project may fail to comply with the necessary conditions of the permits and a permit could be revoked, suspended or delayed. The loss or suspension of a permit in any of the IHT Companies could have a material adverse effect on the return from an investment.
- ▶ **Environmental claims and liabilities:** Although the Manager will expect all of the IHT Companies to make provisions to meet all known and anticipated environmental claims and liabilities, if any, there can be no assurance that additional costs and liabilities will not be incurred in the future, or that injunctions by environmental regulators will not result in business interruptions, and that these factors, either in isolation or together, may have a material adverse effect on the return from an investment. More generally, environmental laws and regulations may have an impact on the activities of the IHT Companies. It is not possible to accurately predict the effects of future changes in such laws and regulations on the financial condition and results of the IHT Companies. There can be no assurance that material costs and liabilities will not be incurred.

The Service described in the Brochure may not be appropriate for all Investors. Investors are accordingly advised to consult an investment adviser authorised under the FSMA, and an appropriately qualified taxation adviser, prior to investing.

Insurance policy

The Service offers, subject to the terms, conditions and exclusions below, an insurance policy, being:

- ▶ **Downside Protection Cover** – covering a loss in value of up to 20% of the Net Initial Investment for those aged under 90 years at death.

The cover is capped at a payout of £100,000.

Eligible Investors will receive Downside Protection Cover by default.

Downside Protection Cover terms and conditions

1. Sum insured

The cover is only applicable if the value of the Portfolio on death has reduced below the Net Initial Investment (less any withdrawals). The initial Sum Insured is a loss in value on death of up to 20% of the Net Initial Investment, being the funds invested by Investors net of all initial charges as set out on page 14 of these Terms (subject to a maximum payout of £100,000 per Investor across all insurance policies held on all Downing estate planning products). A maximum Sum Insured of £100,000 usually corresponds to a Subscription of approximately £500,000, depending on the level of initial charges paid. Any ongoing Adviser Charges in excess of 0.5% p.a. of the original Subscription (including VAT) will be treated as a withdrawal from the Service and will not be subject to the Downside Protection Cover.

2. Age

The Downside Protection Cover only covers Investors under 90 years on the date of death.

3. Minimum cover period

The Investor is covered for a minimum period of two years from the Investment Date. Once the two-year period has elapsed, the Insurer reserves the right to remove any Investors from cover.

4. Annual renewal

The Downside Protection Cover is renewable each year and may be cancelled by the Insurer or Downing within one month of allotment or thereafter, after the minimum two-year period. As such there is no guarantee that the Downside Protection Cover will continue or that the terms of the Downside Protection Cover will remain the same during the period of an Investor's Subscription in the Service or the relevant Downing estate planning product. In the event that it becomes uneconomic to continue to offer the Downside Protection Cover, having considered alternative underwriting options, Downing reserves the right to withdraw the Downside Protection Cover after the minimum two year period.

5. Premiums

Premiums are payable by Downing for a group policy, out of Downing's service charge (of 1.5% plus VAT p.a. on net assets) which it receives for providing the Service. No premiums are payable directly by, or on behalf of, Investors.

6. Proceeds

You agree to assign your beneficial interest in the Downside Protection Cover to us to hold on trust. We agree to act as trustee on the terms set out in the Application Form.

Where a successful claim is made under the Downside Protection Cover and Downing (as trustee) receives a payout in respect of the particular Investor, the proceeds received by Downing (as trustee) are payable to such of the Investor's family or beneficiaries as Downing selects, taking into account the persons nominated in the Application Form.

The payment of the proceeds of the Downside Protection Cover may be liable to IHT if they exceed an available nil rate band (currently £325,000, and independent from the personal nil rate band). Whilst the proceeds of the insurance are capped at £100,000 (being less than the available nil rate band threshold), the amount of this nil rate band which can be used is reduced by any other transfers or gifts made in the seven years before the date Shares are issued to you in the IHT Companies. If the proceeds of the policy fall within the nil rate band, then no IHT should be payable. Any excess proceeds will have a liability to IHT, not expected to exceed 1.2% of the value of the excess proceeds. We recommend that Investors seek independent tax advice for a detailed assessment of any potential IHT liability.

Downing will retain the maximum amount of IHT charge from the proceeds of the claim before distributing to the beneficiaries. This will either be released to the selected beneficiaries once the personal representatives have confirmed that all appropriate IHT (if any) has been paid or the retained sum will be transferred directly to HMRC.

Downside Protection Cover exclusions

1. Initial commission waived

Any amounts of initial commission waived and added to an investment are not covered by the Downside Protection Cover.

2. Age

Investors are covered if they are over 18 years of age at the Investment Date and up to (but not including) their 90th birthday at the date of their death.

3. Redemption process

The Subscription made through the Service must be redeemed in full following death to trigger a payment under the Downside Protection Cover, where applicable.

4. General exclusions

No benefit will be payable under the Downside Protection Cover in the event of death directly or indirectly arising as a result of:

- ▶ War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, civil commotion, riot, revolution or military or usurped power.
- ▶ Radioactive contamination from:
 - (i) ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - (ii) the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- ▶ Biological or chemical contamination due to or arising from terrorism.

In addition, no benefit will be payable if the evidence required to assess the death claim is not provided to the satisfaction of the Insurers.

Insurance policy claims process

The claims process following the death of an Investor having a valid claim under the Insurance Policy is as follows:

1. The Investor's representatives should notify Downing of the death, supplying original birth, death, and, if appropriate, marriage certificates.
2. Downing will forward to the Insurer the Investor's details, a request for payment form, and proof of the Sum Insured. Only Downing may make a claim under an Insurance Policy. The Insurer may request further information in order to be satisfied that the claim is valid and we shall pass such requests to the Investor's representatives, who shall be responsible for providing the requisite responses. Downing will have no other obligation to progress a claim under the Insurance Policy.
3. The insurance claim will be paid when the Insurer is satisfied with the entitlement to a claim and the Subscription through the Service has been redeemed. Following receipt of the payment by Downing (as trustee), it will then be held by Downing for such of the Investor's family or beneficiaries as Downing selects, taking into account the persons nominated in the application form.

Any claim will run concurrently with the process of exiting the Service, although it will only be payable once the Subscription through the Service has been redeemed.

No benefit will be payable if the evidence required to assess the death claim is not provided to the Insurer.

Charges - how Downing's charges are applied

Retail distribution review ("RDR")

Following the introduction of RDR, commission is not permitted to be paid to Intermediaries who provide a personal recommendation to UK retail clients in respect of the Service. Instead of commission being paid, a fee ("Adviser Charge") will usually be agreed between the Intermediary and the Investor for advice and related services. In certain limited situations, commission is permitted to be paid to Intermediaries. Please contact Downing if you consider commission to be payable.

Applications will only be accepted if they are submitted through an FCA authorised Intermediary whose details are completed in the Application Form.

Initial charges

Initial Adviser charge

If an Adviser Charge has been agreed between the Intermediary and the Investor in respect of this Service, this may be facilitated from the investment. The fee will be deducted from the amount invested and paid to the Intermediary. Alternatively, the Investor can pay this fee personally.

Downing initial charge

The initial charge payable to Downing will be 2% of the amount invested after the deduction of any Adviser Charge. Out of its fees, Downing will pay all the costs of the Offer.

Annual charges

Downing Management Charge

- ▶ **Standard option:** 0.5% p.a. of the net assets of the IHT Companies (inclusive of Downside Protection Cover).

Under both options, the standard element of the annual management charge (of 0.5% p.a.) will only be payable at the end of each financial period and is subject to each IHT Company having generated at least 4% growth over the period (after all charges to the underlying businesses). If the performance is not sufficient for the charge to be paid, in full or in part, in a particular period, it will be lost and never recouped. Out of its annual fees, Downing will be responsible for all the usual running costs of the Downing Estate Planning Service, the insurance premiums, and any custodian and nominee fees.

Annual Adviser Charge: An annual Adviser Charge may be facilitated through the Service. The fee will be deducted from the Investor's Portfolio, from the proceeds of the sale of shares, and paid to the Intermediary once a year. Alternatively, the Investor can pay these fees personally.

Charges on exit - performance related

If, on exit, an Investor's total cash proceeds received throughout the life of the investment exceed the initial Subscription plus a Compound Return of 4% p.a., Downing will receive 20% of such excess (inclusive of VAT). For the purposes of this calculation only, the maximum initial and annual Adviser Charges will be 3% and 0.5% p.a. respectively (inclusive of VAT), with any excess initial Adviser Charges reducing the initial Subscription and any excess annual Adviser Charges being treated as cash proceeds.

Charges to the IHT Companies and underlying businesses

- ▶ **Arrangement and annual monitoring charges:** Downing will charge underlying businesses arrangement fees of up to 1 - 2%, plus annual monitoring fees of up to 0.5% p.a. on the cost of the investment. The impact of these charges is estimated to be less than 1% p.a. of the net assets of the IHT Companies (based on the year to 31 May 2018). Any additional services that are typically outsourced, but where it is considered to be in investors' interests, may be undertaken by Downing and charged at market rate. These fees will be included in the annual costs summary sent to investors.
- ▶ **Service costs:** Downing provides administration, accounting, secretarial and other services to the IHT Companies for a fee of 1.5% p.a. of the net assets of the IHT Companies.

Any costs incurred on abortive investments will be paid by Downing and not the investors or the IHT Companies.

Although most fees and costs are payable by the IHT Companies and underlying businesses, and not out of your portfolio directly, they will effectively reduce the returns generated by the IHT Companies and therefore the value of the shares held in your portfolio. Any unpaid fees will be recouped from the proceeds of the sale of investments.

Value Added Tax ("VAT")

All fees and charges are exclusive of VAT unless otherwise stated. VAT will be charged where applicable.

Taxation

This summary is based upon current UK tax law and published practice and is intended as a guide only. The summary considers the position of individuals who are both UK resident and domiciled. It is not intended to constitute legal or tax advice and prospective Applicants are recommended to consult their own professional advisers concerning the possible tax consequences of investing through the Service.

Inheritance tax ("IHT")

Business Relief ("BR") was introduced in the Finance Act 1976 and amended in subsequent years. Any share in an unquoted company that undertakes an IHT Trade, which has been held for two years or more at the date of death, will benefit from up to 100% BR (i.e. its value will effectively be disregarded for IHT purposes). If the shares are inherited from a spouse or civil partner, then the spouse's or civil partner's period of ownership can be added to the period held by the original holder of the Shares, in computing the two year holding period. The two-year qualifying period will begin on the date Shares are acquired by Investors.

Under current legislation, proceeds received on exit from an IHT Company can be re-invested into shares in another IHT Company to maintain the IHT relief provided that: (i) the whole of the proceeds have been used to purchase the replacement shares; and (ii) the original and replacement shares have been held for a total period of at least two years out of the last five years.

IHT trade

An IHT Trade is any business so long as it is conducted on a commercial basis with a view to making a profit and does not consist wholly or mainly of dealing in land and buildings, stocks and shares, or making or holding investments.

BR will not be available to the extent that the IHT Company has any assets that: (i) have not been used wholly or mainly for the business in the previous two years (or since acquisition if shorter); and (ii) are not required for the future use of the business.

Insurance policy

The proceeds of the Insurance Policy will be held upon trust ("Trust") declared by the Investor for the benefit of the investor's family or beneficiaries as Downing selects. Downing will be the Trustee. This means the proceeds should not form part of the investor's estate for IHT.

Funding your Trust

As the settlor to the Trust, the Investor is deemed to have gifted the premium to the Trust. As long as the Investor has not made previous chargeable transfers (gifts to trusts) in the preceding seven years, then there should be no tax to pay at the time of funding the Trust. Investors may also be able to use their annual exemption of £3,000 against the gifts of the premium. This is applicable to each year when premiums are payable. If investors have fully utilised their nil rate band for gifts to other trusts they will be required to extra funds to the Trust to cover the lifetime charge and complete HMRC forms. The extra amount payable will be 25% of the premium to the extent it exceeds the nil rate band.

Payment of proceeds

The payment of the proceeds to your beneficiaries could trigger an IHT charge (an exit charge). However, such payments will benefit from a separate nil rate band of £325,000 (Settlement Nil Rate Band) to your personal Nil Rate Band of £325,000. Under the insurance policy the maximum proceeds payable in respect of any one investor is capped at £100,000.

The Settlement Nil Rate Band is reduced by any gifts or transfers of value made by you during the seven years prior to the settlement. In this case, provided that your Settlement Nil Rate Band has not been reduced by any gifts or transfers of value made during the seven years immediately prior to the investment date to a value below that of the total premiums paid to the Trust, there should be no IHT charge on the payment of the proceeds. The IHT charge is not expected, under current legislation, to be greater than 1.2% of the value of the proceeds.

The IHT liability rate in respect of the Insurance Policy proceeds depends on the length of time between the date on which the policy cover comes into effect and the date of death.

The maximum amount of the potential IHT charge will be retained by Downing from the policy proceeds. This will either be paid out following confirmation from HMRC that there is no charge or otherwise used by Downing to pay the IHT charge to HMRC direct.

Any periodic or exit fees payable from an Investor's Trust will be paid by selling shares from their Portfolio.

What happens if an investor dies within two years?

If the Investor dies within two years of subscribing, the value of the Shares will not benefit from IHT relief. The downside protection insurance included within the Service does not cover this risk. It may be possible for beneficiaries to elect to pay the IHT due on the value of their Shares in equal instalments over 10 years, interest-free. However, to benefit from the deferred payment terms, the Shares will need to be retained over the period of the instalments and this concession will depend on individual circumstances.

If the Shares are transferred to a surviving spouse or civil partner, the capital subscribed can continue to work towards the two-year IHT qualifying period from the original date of Subscription. Transfers between spouses and civil partners are generally exempt from inheritance tax (although special rules apply where the transferee spouse or civil partner is not domiciled in the UK).

Shares can be transferred directly into the names of beneficiaries, whether or not the original Investor held the Shares for two years or more. There are no transfer or administration fees payable by the beneficiaries.

If the Shares are held through a Joint Account these notes also cover the position. Therefore, if a Joint Account holder dies within two years of subscribing, the value of his interest in the Shares will not qualify for the IHT BR relief.

Tax position on sale of shares

If Shares are sold to a third party (whether to provide distributions or a full exit), a capital gain or loss may arise, subject to the annual Capital Gains Tax exemption. In the event that there are no third party purchasers, Shares are likely to be repurchased by the IHT Companies, which will result in the proceeds in excess of the amount originally subscribed for the Shares being taxed as income. If the Shares were acquired by you from a third party, the amount originally subscribed for the Shares may differ from the price paid. Any withdrawals from the Service will not benefit from IHT relief.

Important notice

The levels and bases of reliefs from taxation may change or disappear. The tax relief referred to in this section is described in accordance with Downing's, and the Service's taxation adviser's, interpretation of current legislation, rules and practice, which may change and affect the return to Investors. The value of the tax relief will depend on the individual circumstances of Investors.

Definitions

"Adviser Charge"	fee agreed between the investor and an FCA authorised and regulated adviser, for advice and related services
"Applicable Rules"	the FSMA, the FCA Rules and all other relevant laws and regulations
"Application Form"	application form and notes on application for investment under the Service
"Brochure"	the document describing the Service
"BR" or "Business Relief"	Business Relief (formerly known as Business Property Relief) as set out in the IHTA 1984
"CGT"	capital gains tax
"Compound Return"	internal rate of return being the annualised compound discount rate which when applied to the initial investment and to subsequent distributions and to the value of the investment at a given point in time, produces a net present value of zero (expressed as a percentage)
"Custodian"	Thompson Taraz Depository Limited of 47 Park Lane, London W1K 1PR (FCA No: 465415) or such organisation as the Manager may appoint to provide, and with whom it has agreed terms for, safe custody and custodial and nominee services in respect of the Service
"Downing" or "Manager"	Downing LLP, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom (whose business was transferred from Downing Corporate Finance Limited)
"Downside Protection Cover"	the "Downside Protection Cover" insurance policy in respect of the Service, particulars of which are set out on pages 10 and 11
"FCA"	Financial Conduct Authority and any successor body
"FSMA"	Financial Services and Markets Act 2000 (as amended) including all regulations pursuant thereto
"HMRC"	HM Revenue & Customs
"IHT"	inheritance tax
"IHT Company"	qualifying company for IHT purposes for IHT relief. In the case of Downing, these are Pulford Trading Limited and Bagnall Energy Limited
"IHT Investments"	investments made in IHT Companies
"IHT Trades"	type of business(es) which qualifies for IHT tax relief (as more fully described in the summary on taxation)
"IHTA 1984"	Inheritance Tax Act 1984
"Insurer"	a Lloyds of London syndicate, with whom Downing has arranged an insurance policy
"Insurance Policy"	Downside Protection Cover
"Intermediary"	authorised intermediary who signs the Application Form and whose details are set out in the Application Form
"Investment Date"	date upon which Shares are allotted in one or more IHT Companies pursuant to the Service
"Investor"	individual (and certain trustees or corporate) who completes an Application Form which is accepted by the Manager and so enters into the Investor Agreement and invests in IHT Companies through the Service
"Investor Agreement"	agreement to be entered into between each Investor and the Manager, in the terms set out on pages 18 to 28 of these Terms
"ML Regulations"	Money Laundering Regulations 2007
"NAV"	Net Asset Value
"Net Assets"	net assets of IHT companies
"Net Initial Investment"	initial subscription through the Service less Downing's initial charge and any initial Adviser Charge
"Nominee"	TT Nominees Limited or such nominee as the Custodian may appoint to act as the Investor's nominee from time to time
"Portfolio"	Investor's Shares held through the Service
"Service"	Downing Estate Planning Service, a service set up to enable Investors to invest in IHT Companies by way of the Investor Agreement with the Manager
"Shares"	ordinary shares in an IHT Company purchased by the Service on behalf of Investors
"Subscription"	amount subscribed through the Service, as set out in the Application Form
"Sum Insured"	for the Downside Protection Cover, the loss suffered upon the death of an Investor limited to the lesser of 20% of the value of the Net Initial Investment or £100,000 (less any subsequent redemptions or withdrawals taken from an Investor's Portfolio). This is subject to the Insurance Policy terms and conditions applicable at the time of the claim
"Terms"	this document
"Total Return"	latest NAV plus any withdrawals from the Service (including distributions)

Investor agreement

This Investor Agreement (the “Agreement”) sets out the terms upon which the Manager agrees to invest the Subscription and manage the portfolio of investments (“Portfolio”) for the Investor. Upon acceptance of a signed Application Form, this Agreement (together with the Brochure and Terms & Conditions) will constitute a binding agreement between the Investor and the Manager in respect of the Service.

1. Definitions, construction and interpretation

1.1 The following terms shall have the following meanings in this Agreement:

“**Applicable Rules**” the FSMA, the FCA Rules and all other relevant laws and regulations;

“**Application Form**” an application form completed by the Investor and (where applicable) the adviser in the form provided by the Manager in connection with the establishment of the Investor’s Portfolio;

“**FCA Rules**” the rules of the FCA as set out in the FCA’s Handbook of Rules and Guidance and any other rules and guidance issued by the FCA from time to time;

“**IHT Company**” a qualifying company for IHT purposes for IHT Relief;

“**IHT Relief**” exemption from IHT;

“**Investment**” shares in an IHT Company acquired by the Manager and held by the Custodian on behalf of the Investor;

“**Investment Objective**” the investment objective for the Investor’s Portfolio as set out in the Brochure and/or the Terms;

“**Investment Restrictions**” the investment restrictions for the Investor’s Portfolio as set out in the Brochure and/or the Terms;

“**Investment Services**” the discretionary management services provided under Clause 4 of this Agreement;

“**Investor**” the Investor who subscribes to, and to whom the Manager has agreed to provide, the Service pursuant to the terms of this Agreement;

“**Joint Account**” means an account of two or more Investors holding as joint tenants (rather than tenants in common);

“**Non-Readily Realisable Investments**” are investments in which the market is limited or could become so; they can be difficult to deal in and it can be difficult to assess what would be a proper market price for them;

“**Readily Realisable Investment**” a government or public security denominated in the currency of the country of its issuer or any other security which is:

(a) admitted to the Official List of the UK Listing Authority or the equivalent in another EEA State,

(b) regularly traded on or under the rules of such an exchange, or

(c) regularly traded on or under the rules of a recognised investment exchange or (except in relation to unsolicited real time financial promotions) designated investment exchange, or a newly issued security which can reasonably be expected to fall within the above categories when it begins to be traded. Note that this term does not include AIM, or Sharemark traded investments, nor does it include unlisted securities.

“**Service**” for each individual Investor, a mandate for Investment Services as described in this Investor Agreement and provided by the Manager for that Investor in accordance with the terms of this Investor Agreement.

1.2 Words and expressions defined in either these Terms or the FCA Rules which are not otherwise defined in this Agreement shall, unless the context otherwise requires, have the same meaning in this Agreement.

1.3 Any reference to a statute, statutory instrument or to rules or regulations shall be references to such statute, statutory instrument or rules and regulations as amended from time to time, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time in force.

1.4 References to the singular only shall include the plural and vice versa.

1.5 Unless otherwise indicated, references to Clauses shall be to Clauses in this Agreement.

1.6 Headings to Clauses are for convenience only and shall not affect the interpretation of this Agreement.

2. Setting up a Portfolio

2.1 This Agreement comes into force on the date that the Manager accepts the Investor’s Application Form. An Application Form is accepted when recorded on the register of applications maintained by the Manager.

2.2 Where an Investor submits an Application Form which is accepted by the Manager, the Investor hereby appoints the Manager to fulfil its role in managing their Portfolio on the terms and subject to the conditions set out in this Agreement. The Manager agrees to accept its appointment and obligations on the terms set out in this Agreement.

2.3 Investors should be aware that the right to cancel a distance contract within 14 days does not apply to this agreement as it falls within the exemption contained in FCA rule COBS 15 Annex 1. Please speak to your adviser or us if you would like further information.

2.4 Provision of this Service requires:

(a) the appointment of the Manager by the Investor upon the terms of this Agreement; and

(b) the appointment of a third party to hold the Investor's Investments on behalf of the Investor, in respect of which the Manager is entered into certain agreements with the Custodian for the provision of custodian, nominee, settlement and associated services to which Clause 9 refers.

2.5 The Manager is authorised and regulated by the Financial Conduct Authority with Firm Reference Number number 545025. The Manager is a Limited Liability Partnership registered in England and Wales under company number OC341575 and with a registered address at St Magnus House, 3 Lower Thames Street, London EC3R 6HD. The FCA's registered address is 25 The North Colonnade, London E14 5HS. This Agreement is supplied to you in English and we will continue to communicate with you in English for the duration of this Agreement. The Investor is classified as a Retail Client. The Investor has the right to request a different client categorisation. However, if the Investor does so and if the Manager agrees to such categorisation the Investor will lose protections afforded by certain FCA Rules. This may include, but may not be limited to:

(a) the Investor will not be given any of the additional disclosures required to be provided to Retail Clients (for example on costs, commissions, fees and charges, foreign exchange conversion rates and information on managing investments);

(b) the Manager is entitled to assume that the Investor has the necessary level of experience and knowledge to understand the risks involved in relation to any investment, service, product or transaction contemplated by these Terms;

(c) the FCA Rules impose detailed requirements on financial promotions directed at Retail Clients. Promotions directed at Professional Clients are simply subject to the high level requirement that they are fair, clear and not misleading;

(d) if the Manager were to hold money on behalf of a Retail Client the Manager would have to notify the client of whether interest is payable (which is not required for Professional Clients); and the Manager would not be able to transfer the money to a third party without notifying a Retail Client and without explaining who is responsible for that third party's actions or omissions, and the consequences where that third party becomes insolvent;

(e) if the Manager were to manage client assets, the Manager would be obliged to provide Retail Clients with more detailed information periodically. A Retail Client has a right to a periodic statement every three months, rather than every six months for a Professional Client; and

(f) where the Manager places Investors' orders with third parties for execution, the factors taken into account in obtaining the best possible execution result for a Professional Client will differ to those for a Retail Client. It should be noted that Professional Clients can no longer opt out of best execution.

2.6 The Investor confirms that he/she is suitably knowledgeable of the risks associated with Non-Readily Realisable Investments and/or has been suitably advised of these risks.

2.7 The Investor confirms that he/she is not seeking advice from the Manager on the merits of entering into this Investor Agreement to establish their Portfolio and provision of the Service.

2.8 The Investor agrees that the Manager may hold information about them and their affairs in order to verify their identity and financial standing (among other things the Manager may consult a credit or mutual reference agency, which may retain a record of the enquiry).

2.9 Anti-money laundering regulations aim to prevent criminal property being used or disguised as legitimate wealth. To satisfy these regulations the Investor may have to produce satisfactory evidence of their identity before the Manager can do business with them, and from time to time thereafter. This identification process is designed to assist in the prevention of crime within the financial services industry. If the Investor does not provide the information when requested, the Manager may be unable to accept any instructions from them or provide them with any services.

3. Subscriptions

3.1 In respect of the Investor's Subscription:

(a) the Investor shall make a Subscription of not less than £25,000 through the Service at the same time as submitting his/her Application Form to invest; and

(b) the Investor may make further Subscriptions through the Service at any time. The total subscriptions made through the Service by the Investor shall be the initial value of the Investor's Portfolio in that Service.

3.2 The Investor may make a withdrawal of his/her Portfolio, or terminate the Agreement, pursuant to Clause 16 below.

3.3 Subscriptions received shall be deposited (in an interest bearing client account) pending their investment. Any interest paid on such deposits will be payable to the Manager and the Custodian.

3.4 The Investor acknowledges that any monies held on deposit by the Manager or the Custodian are held at the Investor's risk and that neither the Manager, nor any Custodian, nor any director or officer of any of them, will be liable to the Investor in the event of any loss in value of such Investments or the insolvency of any bank with which Investor's funds are deposited, nor will they be so liable in the event of any restriction on their ability to withdraw funds from such bank for reasons beyond the reasonable control of any of them.

4. Investment Services

4.1 The Manager will manage the Investor's Subscription and Portfolio, and exercise all discretionary investment powers in relation to the selection of, or exercising rights relating to, Investments, or exercising rights relating to, Investments of the Service on the terms set out in this Agreement.

4.2 The Manager shall not, except as expressly provided in this Agreement or unless otherwise authorised, have any authority to act on behalf of, or in respect of, the Investor or to act as the agent of the Investor.

4.3 The Investor acknowledges and agrees that the Custodian is not obliged to seek or accept any instruction or direction directly from the Investor in respect of the Custodian's execution of instructions from the Manager relating to the exercise of the Investor's rights relating to Investments.

5. Investment objectives and restrictions

5.1 In performing its Services, the Manager shall have regard to, and shall comply with, the Investment Objective and the Investment Restrictions.

5.2 The Manager shall at all times have regard to:

- (a) the need for the Investments to attract the Tax Advantages; and
- (b) all applicable rules.

5.3 The Manager reserves the right to return a small surplus of cash if it concludes that it cannot be properly invested for the Investor and it considers this to be in the best interests of the Investor having regard to availability of IHT Relief for the Investor.

5.4 In the event of a gradual realisation of Investments, prior to withdrawals from or termination of the Service under Clause 16.1, the cash proceeds of realised IHT Investments may be placed on deposit (in an interest bearing client account) or invested in UK Government securities or in other investments of a similar risk profile. Any interest paid on such deposits will be payable to the Manager.

6. Terms applicable to dealing

6.1 The Investor should be aware that the Portfolio will be invested in unlisted securities and that there is generally no relevant market or exchange, and consequent rules and customs and there will be varying practices for different securities. Transactions in shares of such securities will be effected on the best commercial terms which can be secured.

6.2 Subject to both the Applicable Rules and the Manager's conflicts of interest policy (a summary of which is included at Schedule 2 of this Agreement) the Manager may make use of dealing commission arrangements in respect of deals undertaken through the Service as may be disclosed to the Investor from time to time.

6.3 Subject to both the Applicable Rules and the Manager's portfolio management policy (at Schedule 1 of this Agreement) the Manager will act in good faith and with due diligence in its choice and use of counterparties but, subject to this obligation, shall have no responsibility for the performance by any counterparty of its obligations in respect of transactions effected under this Agreement.

6.4 The Manager may aggregate your transactions with those of other customers and of its employees in accordance with the FCA Rules. It is likely that the effect of such an allocation will not work to the Investor's disadvantage; however, occasionally this may not be the case. The Manager will allocate aggregated transactions promptly on a fair basis in accordance with the requirements of the Applicable Rules.

6.5 As an FCA authorised firm the Manager is required to take all reasonable steps to obtain the best possible result on behalf of clients when placing orders for execution that result from decisions by the Manager. Set out in Schedule 3 of this Agreement is the Manager's summary of its execution policy in respect of this requirement. Where applicable, the Manager's decisions will normally be executed by itself or the Custodian in accordance with its execution policy.

7. Reports and information

7.1 The Manager, and where applicable the Custodian, shall supply such further information which is in its possession or under its control as the Investor may reasonably request as soon as reasonably practicable after receipt of such request.

7.2 The Manager shall provide the Investor with quarterly valuations in respect of their Portfolio.

7.3 Reports will include a measure of performance in the later stages of the Portfolio once valuations are available. Any statements, reports or information so provided by the Manager will state the basis of any valuations of investments provided.

8. Fees and expenses

The Manager shall receive fees for its services, and reimbursement of its costs and expenses, as set out in these Terms. The standard element of the annual management charge is paid annually and is contingent on each IHT Company achieving 4% growth in the applicable financial year. Any fees not taken because of the poor performance cannot be claimed in future years. The Manager's service charge fee is payable by the IHT Companies on a quarterly basis in arrears. The Manager will pay the costs of the Custodian.

9. Custodian services

9.1 The Manager will arrange for the Custodian to provide the custodian services in relation to the Investor's Subscription and Investments held in the Portfolio, and for the Custodian and its Nominee to provide the nominee services. The Custodian will act as custodian for the cash and other assets in the Investor's Portfolio and the Nominee be the legal owner of the Investments held in the Portfolio.

9.2 By accepting the terms of this Agreement, the Investor agrees that:

- (a) the Manager is authorised to enter into the Custody Services Agreement on the Investor's behalf as the Investor's agent, to give instructions to the Custodian and Nominee and to agree any subsequent amendments to the Custody Services Agreement on the Investor's behalf provided that the Manager notifies the Investor of such amendments in accordance with the FCA rules;
- (b) the Investor is bound by the terms of the Custody Services Agreement; and
- (c) the Custodian and Manager are each authorised to transfer cash and investments from the Investor's account to meet the respective fees and settlement or other obligations under the Custodian Agreement and the fees of the Custody Services Agreement.

9.3 Under the Custodian Agreement, the Investor will remain the customer of the Manager but will also become a customer of the Custodian for settlement, nominee and custody purposes only. The Manager retains responsibility for compliance and regulatory requirements regarding the management of the Investor's Subscription and Portfolio. Neither the Custodian nor the Nominee provides investment advice, gives opinion or offers any opinion regarding the suitability of any transaction for the Portfolio. The Investor shall direct all inquiries regarding their Portfolio to the Manager and not to the Custodian or Nominee. The Custodian or Nominee will not accept instructions from the Investor directly.

9.4 The Investor acknowledges that, although the Custodian will not commingle securities with its own property, the Custodian may commingle the Investments with securities held for other clients, including those who subscribe for their own discretionary mandate including the Service. In addition, Investments deposited with the delegate of the Custodian or Nominee may be held in an omnibus account by the delegate of the Custodian or Nominee. In each case, individual client entitlements may not be identifiable by separate certificates or other physical documents of title, entries on a register or equivalent electronic record. If there is an irreconcilable shortfall following any default by the Custodian or the Nominee, or a delegate of the Custodian or Nominee, the Investors may not receive their full entitlement and may share in the shortfall pro rate with other custodians or nominees, other clients or delegates' other clients.

9.5 The Manager is authorised at any time to replace the Custodian with an alternative custodian that is, in the Manager's opinion, suitable for provision of custody services in respect of the Service and capable of providing the settlement, nominee and custody services and/or to vary the terms from time to time, or terminate, the Custodian Agreement. In each case, the Manager will endeavour to ensure that it does so on terms no less beneficial to the Investor.

9.6 The Custodian will use reasonable care and skill in providing services under the Custodian Agreement.

9.7 The Custodian shall not, in the absence of fraud, negligence, wilful default or breach of contract directly relating to such cost, expense or liability on the part of the Custodian or any delegate, be liable to the Manager or to any Investor for any act or omission in the course or in connection with the proper provision of the services rendered by it hereunder or for any loss or damage which the Manager or Investor may sustain or suffer as a result, or in the course, of the proper discharge by the Custodian or any delegate of its duties hereunder or pursuant hereto.

9.8 The Investors indemnify the Custodian and the Nominee from and against any and all direct liabilities, obligations, losses, damages, penalties, actions against the Custodian, judgements, suits against the Custodian, proper costs and expenses or disbursements (other than those resulting from the fraud, negligence, wilful default or breach of contract on the part of the Custodian) which may be imposed on, incurred by or asserted against the Custodian in properly performing its obligations or duties to the Service under the Custodian Agreement.

9.9 The Investors or the Manager shall pay or reimburse the Custodian from time to time on demand for any transfer taxes payable upon transfers, exchanges or deliveries of securities made under the Custodian Agreement in accordance with the Terms.

9.10 The Custodian is authorised to deduct from any cash received or credited to the Investor's account, any amount of taxes or levies required by any revenue or governmental authority for whatever reason in respect of the Investor's accounts.

9.11 The Custodian and the Nominee shall register all securities in respect of which registration shall be necessary in order to perfect the transfer thereof or title thereto as soon as reasonably practicable after receipt of the necessary documents by or to the order of the Custodian in any name permitted by the FCA Rules. Where securities are subject to the law or market practice outside of the United Kingdom and it is, in the Custodian's opinion, in the Investors' best interests to do so, the Custodian may register or record or arrange the registration or recording of securities in the Custodian's name or the name of a third party. If legal title to securities is held by the Custodian, a nominee or a third party, securities may not be segregated or separately identifiable from the Custodian's assets, or the assets of a nominee or third party and, in the event of the Custodian's default or the default or insolvency of a nominee or third party (as the case may be), securities may not be as well protected from the claims of the Custodian's creditors or the creditors of a nominee or third party (as the case may be).

9.12 The Custodian and the Nominee shall hold the certificates and other documents from time to time, representing or evidencing title to the securities by physical possession of the certificates or other instruments representing the securities in registered or bearer form, including, inter alia, brokers' receipts or confirmations for future contracts, options or similar investments.

9.13 The Custodian and the Nominee shall clearly identify securities held by it or to its order hereunder as being the property of the Investors and shall maintain its records so as to ensure that it is readily apparent that the securities are the property of Investors. Documents of title for securities shall be recorded and accounts in which securities are held shall be named or designated to make it clear that the relevant property belongs beneficially to the Investors (on an omnibus basis and not by individual identification). Where securities are held by a delegate of the Custodian, the Custodian will take reasonable steps to ensure that the records of the relevant entity make it clear that securities are held by or on the Custodian's behalf for the Investors and that they do not belong to the Custodian or any such delegate of the Custodian. The purpose of this is to make clear in the event of the failure of any such entity, that the securities are held on behalf of third parties and are not available to creditors of that entity if it fails. However, it cannot be guaranteed that there would be no loss of securities in the event of such a failure. Where securities are held by a delegate of the Custodian outside the UK, it may not be possible under the relevant law

of that country for securities to be separately identifiable from the assets of the delegate of the Custodian or from the Custodian's assets and accordingly there may be a greater risk of loss in the event of a failure of any such delegate of the Custodian.

9.14 Although the Custodian will not commingle securities with its own property, the Custodian may commingle the securities with securities held for other customers. In addition, securities deposited with a delegate of the Custodian may be held in an omnibus account by the delegate of the Custodian. In each case individual client entitlements may not be identifiable by separate certificates, or other physical documents of title, entries on the register or equivalent electronic records. If there is an irreconcilable shortfall following any default by the Custodian or a delegate of the Custodian, the Investors may not receive their full entitlement and may share in the shortfall pro-rata among the Custodian's other clients or the delegate's other clients.

9.15 The Manager shall have discretion to instruct the Custodian to exercise the voting and other rights attaching to the Investments comprising the Service provided that the voting and other rights exercisable by the Manager and the Custodian shall not exceed 50% of the aggregate rights relating to any investment.

10. Obligations of the Manager

10.1 The Manager shall devote such time and attention and have all necessary competent personnel and equipment as may be required to enable it to provide the services properly and efficient, and in compliance with the FCA Rules.

10.2 Except as disclosed in any Terms issued in relation to the Service and as otherwise provided in this Agreement (for example on early termination), the Manager shall not take any action which may prejudice the tax position of the Investor insofar as it is aware of the relevant circumstances, and in particular which may prejudice obtaining IHT relief for the Investments.

11. Obligations of the Investor

11.1 The Service established by this Agreement is set up on the basis of the declaration made by the Investor in his/her Application Form which includes the following statement by the Investor: the Investor confirms that the information stated in the Application Form in relation to him/her is true and accurate as at the date of the Application Form.

11.2 The Investor must immediately inform the Manager in writing of any change of tax status, other material change in circumstance and any change in the information provided in the Application Form to which Clause 10.1 above refers.

11.3 The Investor must provide the Manager with any information which it reasonably requests for the purposes of providing the Service pursuant to the terms of this Agreement.

12. Delegation and assignment

12.1 The Manager may employ agents, including associates, to perform any administrative, custodial or ancillary services to assist the Manager in performing the Service, in which case it will act in good faith and with due diligence in the selection, use and monitoring of agents but otherwise shall have no liability in respect of such agents.

12.2 The Manager may from time to time change or amend the terms of the relationship with the Custodian, including replacement thereof and negotiate such terms on an arm's length basis in good faith.

12.3 The Manager may assign this Agreement to any appropriately authorised and regulated person, such assignment being effective upon written notice to the Investor. This Agreement is personal to the Investor and the Investor may not assign it.

13. Potential conflicts of interest and disclosure

13.1 The Manager and the Custodian may provide similar services or any other services whatsoever to any other customer and neither the Manager nor the Custodian shall in any circumstance be required to account to the Investor for any profits earned in connection therewith. So far as is deemed practicable by the Manager or Custodian, the Manager or the Custodian will use all reasonable endeavours to ensure fair treatment as between the Investor and other customers in compliance with the FCA Rules.

13.2 The Manager has in place a conflicts of interest policy (the "Conflicts Policy") pursuant to the FCA Rules which sets out how it identifies and manages conflicts of interest. Set out in Schedule 2 is a summary of the Manager's Conflicts Policy.

14. Liability

14.1 Each of the Manager and Custodian will at all times act in good faith and with reasonable care and due diligence. Nothing in this Clause 14 shall exclude any duty or liability owed to the Investor under the FCA Rules.

14.2 The Manager shall not be liable for any loss to the Investor arising from any investment decision made in accordance with the Investment Objectives and the Investment Restrictions or for other action in accordance with this Agreement, except to the extent that such loss is directly due to the negligence or wilful default or fraud of the Manager or any of its employees.

14.3 The Investor agrees to indemnify the Manager from and against any and all direct liabilities, obligations, losses, damages, penalties, actions against the Manager, judgements, suits against the Manager, proper costs and expenses or disbursements (other than those resulting from the fraud, negligence, wilful default or breach of contract on the part of the Manager) which may be imposed on, incurred by or asserted against the Manager in connection with the services provided by the Manager hereunder and/or the investment by the Investor in Shares. Where the Manager is entitled to recover such loss both from the Investor and from other investors who have completed an Application Form on a like basis, the Manager agrees to only recover such loss from the Investor in proportion to the Investor's respective interest in the Shares on the date of such claim.

14.4 The Manager may be separately engaged by some of the unquoted companies that the Investor will invest in to assist those companies to raise finance. The Manager may receive a fee from each such unquoted company for its services. Part of the Manager's fee from such unquoted companies may therefore be calculated by reference to the amount that the Investor invests.

14.5 The Manager gives no representations or warranty as to the performance of the Portfolio. IHT Investments are high risk Investments, being Non-Readily Realisable Investments. There is a restricted market for such Investments and it may therefore be difficult to sell the Investments or to obtain reliable information about their value. Investors should consider the suitability of investment in IHT Investments carefully and note the risk warnings set out in these Terms.

14.6 If the Custodian should fail to deliver any necessary documents or to account for any Investments, the Manager will take all reasonable steps on the Investor's behalf to recover such documents or Investments or any sums due or compensation in lieu thereof but, subject thereto to the Manager's general duty of good faith, shall not be liable for such failure.

14.7 In the event of any failure, interruption or delay in the performance of the Manager's obligations resulting from acts, events or circumstances not reasonably within the Manager's control (including, but not limited to: acts or regulations of any governmental or supranational bodies or authorities; breakdown, failure or malfunction of any telecommunications or computer service or services; and acts of war, terrorism or civil unrest) the Manager shall not be liable to the Investor for consequent loss in the value of, or failure to perform investment transactions for the account of, the Service.

15. Joint accounts

15.1 Where Investors are applying for a Joint Account the following additional terms shall apply:

- (a) each Joint Account holder is jointly and severally liable for the obligations of the Investor under this Agreement;
- (b) the Manager is entitled to accept instructions from any Joint Account holder, save as otherwise expressly agreed between Joint Account holders and the Manager in writing;
- (c) statements, reports or information will be sent to the first Joint Account holder unless otherwise expressly agreed between Joint Account holders and Downing in writing;

15.2 In accordance with Applicable Rules, on the death of one Joint Account holder their interest passes to the other Joint Account holder.

15.3 The Manager is not responsible for advising Joint Account holders on the tax consequences of a Joint Account.

16. Withdrawals and termination

16.1 An Investor may make one or more withdrawals:

- (a) to provide distributions, if so indicated on the Application Form or as otherwise directed by the Investor from time to time which will be implemented by way of a disposal of shares of the Portfolio to the value of the required distributions (subject to liquidity constraints);
- (b) to make a partial withdrawal from the Service, subject to a minimum remaining value in the Investor's Portfolio of £15,000, provided the Investor gives not less than 10 days' prior written notice of such a request, and subject to liquidity constraints should a cash withdrawal be requested; and
- (c) for complete withdrawal of the Portfolio and so termination of the Service, in which case all investment of their Portfolio shall be sold and cash transferred to the Investor, subject to liquidity constraints. In respect of making withdrawals however, the Investor should note:
 - (i) that he/she may lose IHT Relief in respect of them;
 - (ii) that it may not be practicable for the Shares to be sold, in which case there may be a delay in completing the withdrawal. If it is practicable to effect, and the Investor decides to proceed with an early withdrawal, the Manager will, unless otherwise requested, effect the

withdrawal on the date of the next allotment following that in which such decision is made; and

(iii) the Manager has a lien over the Investor's Investment in respect of damages or accrued but unpaid fees and shall be entitled to dispose of all or any such investments in order to discharge the Investor's liability and to pay any balance to the Investor.

16.2 The Manager reserves the right at any time to terminate this Agreement on no less than three month's written notice to the Investor, or on immediate notice if required by any competent regulatory authority. The Agreement will terminate if the Manager ceases to be appropriately authorised by the FCA or become insolvent and is not replaced by another appropriately authorised and regulated entity in accordance with Clause 16.3. On termination of provision of the Service, all Shares in the Investor's Portfolio may be transferred into the Investor's name or as the Investor may otherwise direct.

16.3 Should the Service terminate pursuant to a provision in Clause 16.1, the Manager shall endeavour to make arrangements to transfer the Service to another fund manager in which case that manager shall assume the role of the Manager under this Agreement, failing which the Agreement shall terminate forthwith and, subject to Clause 17, the Investments in the Investor's Portfolio shall be transferred into the Investor's name or as the Investor may otherwise direct.

17. Consequences of termination

17.1 On termination of this Agreement pursuant to Clause 16, the Manager will use reasonable endeavours to complete all transactions in progress at termination expeditiously on the basis set out in this Agreement.

17.2 Termination will not affect accrued rights, existing commitments or any contractual provision intended to survive termination and will be without penalty or other additional payments save that the Investor will pay fees, expenses and costs properly incurred by the Manager and the Custodian up to and including the date of termination and payable under the terms of this Agreement.

17.3 On termination, the Manager may retain and/or realise such Investments as may be required to settle transactions already initiated and to pay the Investor's outstanding liabilities, including fees, costs and expenses payable under Clause 8 of this Agreement.

18. Risk warnings and further disclosures

18.1 Your attention is drawn to the risk warnings set out in these Terms.

18.2 The Manager will not borrow money on behalf of Investors, nor lend securities or enter into stock lending or similar transactions. For the avoidance of doubt, an IHT Company may borrow money or enter into similar transactions.

18.3 The Manager cannot require Investors to add further monies following subscription through the Service.

18.4 The Manager will not use the Subscriptions to invest in warrants, units in collective investment schemes or derivatives of any sort.

19. Confidential information

19.1 None of the Manager, Custodian or Investor shall disclose to third parties or take into consideration information either:

- (a) the disclosure of which by it would be or might be a breach of duty or confidence to any other person; or
- (b) which comes to the notice of an employee, officer or agent of the Manager or the Custodian but properly does not come to the actual notice of that party providing services under this Agreement.

19.2 The Manager and the Custodian will at all times keep confidential all information acquired in consequence of the services, except for information which:

- (a) is in the public knowledge;
- (b) they may be entitled or bound to disclose under compulsion of law;
- (c) is requested by regulatory agencies or relevant tax authorities;
- (d) is given to their professional advisers where reasonably necessary for the performance of their professional services; or
- (e) is authorised to be disclosed by the other party.

The Manager and the Custodian shall use all reasonable endeavours to prevent any breach of this sub-clause.

20. Complaints and compensation

20.1 The Manager has established procedures in accordance with the FCA Rules for consideration of complaints. Details of these procedures are available from the Manager on request. Should an Investor have a complaint, they should contact the Manager. If the Manager cannot resolve the complaint to the satisfaction of the Investor, the Investor may be entitled to refer it to the Financial Ombudsman Service. Any complaints shall be the responsibility of the Manager

20.2 The Manager participates in the Financial Services Compensation Scheme, established under the FSMA, which provides compensation to eligible investors in the event of a firm being unable to meet its customer liabilities. Payments under the protected investment business scheme are limited to a maximum of £85,000 per person per institution. Further information is available from the Financial Services Compensation Scheme, on the website www.fscs.org.uk.

21. Notices, instructions and communications

21.1 Notices of instructions to the Manager should be in writing and signed by the Investor, except as otherwise specifically indicated.

21.2 The Manager may rely and act on any instruction or communication which purports to have been given by persons authorised to give instructions by the Investor under the Application Form or subsequently notified by the Investor from time to time and, unless that relevant party receives written notice to the contrary, whether or not the authority of such person shall have been terminated.

21.3 All communications to the Investor shall be sent (whether postal or electronic) to the latest address notified by the Investor to the Manager and shall be deemed to be received by the Investor on the second day after posting or on the day after dispatch in the case of electronic communication. All communications by the Investor shall be made in writing, in English, to the Manager at St Magnus House, 3 Lower Thames Street, London EC3R 6HD or (save as otherwise provided) shall be made by telephone to the Manager, in which case conversations may be recorded for the avoidance of any subsequent doubt. Communications sent by the Investor will be deemed received only if actually received by the Manager. The Manager will not be liable for any delay or failure of delivery (for whatever reason) of any communication sent to the Investor.

22. Amendments

The Manager may amend these terms and conditions in this Agreement by giving the Investor not less than 10 business days' written notice. The Manager may also amend these terms by giving the Investor written notice with immediate effect if such is necessary in order to comply with HMRC requirements in order to maintain the IHT Relief or in order to comply with the FCA Rules.

23. Data protection

All data which the Investor provides to the Manager is held by that party subject to the Data Protection Act 1998. The Investor agrees that the Manager and Custodian may pass personal data to each other and to other parties insofar as is necessary in order for them to provide their services as set in this Agreement and to the FCA and any regulatory authority which regulates them and in accordance with all other applicable rules.

Personal information will be stored on the Manager's and Custodian's database and it may be used by the Manager to send the Applicant details of new and existing products (including by e-mail) unless the Applicant notifies the Manager in writing that it may not be used in this way. Each of the Manager and the Custodian is registered under the data protection laws of the United Kingdom.

24. Entire agreement

This Investor Agreement, together with the Application Form, comprise the entire agreement of the Manager with the Investor relating to the provision of the Service.

25. Rights of third parties

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that act.

26. Severability

If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term in, condition or provision shall not affect the validity, legality or enforceability of the remainder of this Agreement.

27. Governing law

This Agreement and all matters relating thereto shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

Schedule 1:

Portfolio management policy

1. The Manager will select companies on the basis of the Investment Objectives and Investment Restrictions.
2. The Manager is aware that shares in IHT Companies should be held at the time of death and for at least the two years preceding death to obtain IHT relief.

3. The Manager may look to exit an investment prior to the end of two years if the growth of the investment has outperformed the market and covers any loss of tax benefit. It may also exit an investment in the event of a trade sale of the investment.

4. Once the Investor dies, the Manager will use reasonable endeavours to liquidate the holdings with a view to the holdings becoming fully liquid within three months.

Schedule 2:

Conflict of interest policy

The Manager has produced a policy to manage effectively the conflicts of interest that may arise from its business as required by the rules and guidance contained in the Senior Management Arrangements, Systems and Controls rules issued by the FCA ("SYSC"). The policy has been reviewed and approved by the Manager and is subject to monitoring by the Manager.

Under the SYSC, the Manager is required to take all reasonable steps to identify conflicts of interest between:

- (1) the Manager, including its employees and contracted consultants, or any person directly or indirectly linked to them by control, and a client of the Manager; or
- (2) one client of the Manager and another client.

The Manager believes that it should identify any conflicts that may arise in other situations including between the Manager and any of its shareholders. Where the Manager owes a duty to such clients, it must maintain and operate arrangements to prevent any conflict from giving rise to a material risk of damage to the interests of its clients.

A copy of the Manager's "conflict of interests" policy is available upon request.

Schedule 3:

Execution policy: General

Execution factors and execution criteria:

The Manager has an obligation when executing orders on behalf of clients to obtain the best possible outcome. The FCA requires various execution factors to be taken into account including price; cost; speed; market impact, likelihood of execution and settlement; size; or any other consideration relevant to the execution of the order. Price will ordinarily merit a high relative importance in obtaining the best possible result. However, in some circumstances, The Manager may appropriately determine that other execution factors are more important than price in obtaining the best possible execution result.

The Manager will determine the relative importance of the execution factors by using its commercial judgment and experience in light of market information available and taking into account the execution criteria. The execution criteria are defined as the characteristics of the client, order (orders placed in the market will indicate a price range that is suitable for the investment decision), type of financial instrument (some shares are more liquid than others, and illiquid shares will be less easily tradable in volume) and the execution venue.

Specific instructions

We do not routinely accept specific instructions as to how we should execute orders; however, where an Investor has provided Downing with specific instructions regarding an order, Downing will execute the order in accordance with those specific instructions. Investors should be aware that providing specific instructions to Downing in relation to the execution of a particular order may prevent Downing from taking the steps set out in this execution policy to obtain the best possible result in respect of the elements covered by those instructions.

Monitoring and review

Downing will review the effectiveness of its execution policy and order execution arrangements on an annual basis. Whenever a material change occurs that affects Downing's ability to continue to obtain the best possible result for the Investor, Downing will notify the Investor of any material changes to its execution arrangements or its execution policy by posting an updated version on its website.

Notification of changes

Downing will notify its clients of any material changes to its order execution arrangements and policy. It may provide information, including details of any changes, either in a durable medium or via its website.

Unquoted Investments specific

Characteristics of client order

In the absence of a specific client order or instructions from a client, Downing generates its decision to deal for its clients when it makes its investment management decision at one of its investment committee meetings called to decide whether to proceed with the investment/realisation decision.

Characteristics of financial instruments

All of the private equity financial instruments transacted in are shares, loan notes, options or other related instruments of private companies or other corporate bodies. None of them are admitted to trading on any regulated exchange, multilateral trading facility ("MTF") or other market. The mix of financial instruments is important and the mix is chosen to achieve optimum value generation for Downing's clients. Each structure is tailored to individual investment situations and there is no ideal structure. Downing is available to explain to its clients the characteristics of the financial instruments used in any individual situation.

Characteristics of execution venues

The most distinctive characteristic of the transactions that The Manager directly executes is that they are inherently off-market transactions subject to direct negotiation with an independent third party. In relation to acquisitions by The Manager for its clients, the third party is generally the only possible source of the relevant instrument. Normally, this is the issuing company, though sometimes it is an existing holder of the relevant securities. In the case of disposals, the possibility of an IPO producing a higher price for The Manager's clients is considered (and any disposals through an IPO are then handled through brokers in accordance with the policy for quoted investments) but, unless an IPO is considered clearly advantageous, the transaction remains off-market and handled through private negotiations with third parties who are willing to purchase the relevant instruments. Accordingly, there is normally no choice of execution venue in either case, and generally there is only a choice of counterparty in the case of realisations. The decision of the Investment Committee on investment/realisation, and the negotiations with counterparties, and possible counterparties, therefore incorporate within them a consideration of the execution factors of price, costs, speed, likelihood of execution and settlement size and the nature of transaction and other relevant considerations, as part of the decision whether to buy or sell the relevant financial instrument on particular terms rather than, as may be the case with securities for which there is a choice of execution venue, the execution factors and related choice of venue being capable of separate consideration after a decision to trade has been taken without considering those factors.

Price and value generation

Depending on whether The Manager is investing in or realising private equity investments, it will normally consider the best result to be paying the minimum total consideration or obtaining the maximum total consideration respectively for its clients, representing the price of its financial instruments less the costs related to execution, such as legal and other expenses. However, in relation to acquisitions, The Manager also considers the overall best result for the client on realisation of the investment as part of its initial structuring of transactions. In some cases, negotiating the appropriate level of control over the conduct of the business and providing appropriate incentives for growth of the business may be regarded as more important to achieving the best possible result for its clients than simply getting the lowest possible acquisition cost.

Equally, in relation to both acquisitions and disposals, although the pricing is of the highest importance, attention is also paid to the size of the stake and the importance of achieving completion of the transaction with a reliable counterparty in order to ensure settlement in view of the limited range of possible sellers and buyers in each case. Additionally, particularly on disposals, obtaining the highest possible price has to be weighed against any warranties, escrow agreements and any other ongoing liabilities on disposal. In accordance with FCA requirements, Downing is obliged to inform its clients that client orders may be executed outside a regulated market or an MTF.

Special purpose vehicles (“SPVs”)

Downing may establish SPVs as investments and accordingly Investors will be issued Shares in such SPVs. As shares in SPVs cannot be obtained from any other sources there is limited opportunity to apply the execution factors.

Appendix

Settlement agreement

Parties:

- (1) The investor (“Settlor”)
- (2) Downing LLP, St Magnus House, 3 Lower Thames Street, London EC3R 6HD (Downing)

Background

1. The Settlor wishes to assign absolutely to Downing (as trustee) all of their beneficial interest in the trust established in respect of an Insurance Policy (as defined in the Terms & Conditions) (“the Property”) for Downing to hold on trust subject to the terms of this settlement (“Settlement”).

2. It is intended that this Settlement shall be irrevocable. The parties to this Settlement accept that no Insurance Policy shall have no settlement value and provides protection only on death subject to the terms of such Insurance Policies. No rights or obligations under this Settlement may be assigned by any party.

1. Definitions and interpretation

In this Settlement, where the context admits, the following definitions and rules of construction shall apply.

1.1 “**Application Form**” means the application form signed by the Settlor in respect of the Downing Estate Planning Service.

1.2 “**Beneficiaries**” shall mean the persons nominated by the Settlor in Section 4 of the Application Form signed by or on behalf of the Settlor.

1.3 “**Terms & Conditions**” shall mean the terms and conditions, Brochure and associated Application Form issued by Downing relating to the Downing Estate Planning Service as at the date of the Application Form which is signed by the Settlor.

1.4 “**Trust Fund**” shall mean:

- (a) the Property; and
- (b) any interest earned by Downing on the Property and any other accumulations of income added to the Property, all of which shall be held subject to the powers and provisions of this Settlement.

1.5 “**Trust Period**” shall mean the period ending on the earlier of:

- (a) the last day of the period of 125 years from the date of this Settlement; and
- (b) such date as shall for the time being be specified pursuant to the power conferred by clause 7 of this Settlement.

Otherwise, the words and phrases used in this Settlement shall have the meaning ascribed to them in the Terms and Conditions.

2. Assignment

The Settlor hereby assigns absolutely and irrevocably to Downing all the Settlor’s interest in the Property on the effective date referred to below.

3. Effective date

This Assignment and Settlement shall take effect on the Investment Date in respect of any Insurance Policy that becomes effective on or around such date or, if later, the date upon which the Settlor receives any beneficial interest in the trust established in respect of an Insurance Policy.

4. Power to add beneficiaries

4.1 The Settlor or his survivor or such person as the Settlor or his survivor shall have nominated in writing or if none Downing, may, at any time during the Trust Period, add to the Beneficiaries such persons as the person making the addition shall, subject to the application, if any, of the rule against perpetuities, determine.

4.2 Any such addition shall be made in writing to Downing:

- (a) naming the persons to be added; and
- (b) specifying the date or event, being before the end of the Trust Period, on the happening of which the addition shall take effect.

4.3 This power shall not be exercised so as to add to the Beneficiaries the Settlor or any person who shall previously have added property to the Trust Fund or the spouse or civil partner for the time being of the Settlor or any such person.

5. Discretionary trust of capital and income

5.1 Downing, whilst agreeing to make reasonable endeavours to act in accordance with the Settlor’s wishes set out in the Settlor’s Application Form, shall hold the capital and income of the Trust Fund upon trust for or for the benefit of such of the Beneficiaries in such manner, and to make payments to the Beneficiaries at such times, as Downing shall in its discretion decide.

5.2 The exercise of Downing’s powers under clause 5.1 of this Settlement shall be subject to the application of the rule against perpetuities.

6. Trusts in default of appointment

6.1 Subject to the provisions of clause 5 of this Settlement, Downing shall hold the capital and income of the Trust Fund upon trust absolutely for such of the children and remoter issue of the Settlor as shall be living at the end of the Trust Period and, if more than one, in equal shares per stirpes, so that no person shall take if any of his ascendants is alive and so capable of taking.

6.2 If at the end of the Trust Period, there is no one who meets the requirements of clause 6.1 of this Settlement,

Downing shall hold the capital and income of the Trust Fund on trust absolutely for a charity of Downing's choosing.

7. Power to alter trust period

Downing may, at any time during the Trust Period, specify by deed, in relation to the whole or any part of the Trust Fund, a date for the purposes of clause 1.2(b) of this Settlement. The date specified shall not be earlier than the date of execution of such deed or later than the date on which the applicable perpetuity period expires.

8. Administrative powers

Downing shall, in addition and without prejudice to all statutory powers, have the powers and immunities set out in this Settlement. No power conferred on Downing shall be exercised so as to conflict with the beneficial provisions of this Settlement and the powers conferred on Downing shall be exercisable only during the Trust Period and subject to the application, if any, of the rule against perpetuities.

9. Exclusion of Settlor and spouse or civil partner

9.1 No discretion or power conferred on Downing or any other person by this Settlement or by law shall be exercised, and no provision of this Settlement shall operate directly or indirectly, so as to cause or permit any part of the capital or income of the Trust Fund to become in any way payable to or applicable for the benefit of the Settlor or any person who shall previously have added property to the Trust Fund or the spouse or civil partner for the time being of the Settlor or any such person.

9.2 The prohibition in this clause shall apply notwithstanding anything else contained or implied in this Settlement.

10. Proper law, forum and place of administration

10.1 The proper law of this Settlement shall be that of England. All rights under this Settlement shall be construed, and its construction and effect shall be determined, according to the laws of England.

10.2 The courts of England shall be the forum for the administration of these trusts.

11. Power of investment

11.1 Downing may apply any money to be invested in the purchase or acquisition of such property, of whatever nature and wherever situate and whether of a wasting nature, involving liabilities or producing income or not, or in making such loans with or without security, as they think fit so that they shall have the same powers to apply money to be invested as if they were an absolute beneficial owner.

11.2 Downing shall not be required to diversify the investment of the Trust Fund.

12. Power of management

Downing shall have all the powers of an absolute beneficial owner in relation to the management and administration of the Trust Fund.

13. Power to insure property

Downing may insure all or any part of the Trust Fund against any risk, for any amount and on such terms as they think fit but shall not be bound to do so.

14. Payment of expenses

Downing shall have power to pay out of income or capital, as it may in its discretion determine, any expenses relating to the Trust Fund (or any assets comprised within it) or its administration.

15. Power to appoint agents

Downing may employ and pay at the expense of the Trust Fund any agent in any part of the world to transact any business in connection with this Trust without being responsible for the fraud, dishonesty or negligence of such agent if employed in good faith.

16. Powers to delegate

16.1 Downing may engage any person or partnership as investment adviser to advise it on the investment of all or any part of the Trust Fund and it may, without being liable for any consequent loss, delegate to such investment adviser discretion to manage investments on such terms as Downing thinks fit.

16.2 Downing may, without being liable for any consequent loss, delegate to any person the operation of any bank, building society or other account.

17. Payment of taxes

In the event of any inheritance tax or probate, succession, estate duty or other duties, fees or taxes whatever becoming payable in any part of the world in respect of the Trust Fund or any part of it in any circumstances whatever, Downing may pay all such duties, fees or taxes (notwithstanding that they are not recoverable from Downing or the Beneficiaries) out of the capital or income of the Trust Fund at such time and in such manner as it thinks fit. The power to pay duties, fees and taxes conferred by this clause shall extend to any related interest and penalties and to the provision of information to, or the filing of returns with, any relevant tax authorities.

18. Trustee charging

Downing shall be entitled to reimbursement of its proper expenses and to remuneration for its services in accordance with such terms and conditions as may from time to time be agreed between Downing and the Settlor.

19. Protection of Downing generally

Downing shall not be liable for any loss to the Trust Fund however arising except as a result of the fraud or dishonesty of Downing.

20. Release of powers

Downing may by deed release or restrict the future exercise of all or any of the powers conferred on it by this Settlement.

21. Power to vary administrative provisions

Downing may by deed amend or add to the administrative provisions of this Settlement.



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