

DATED 31st October 2018

KAMES CAPITAL PLC

and

NATIONAL WESTMINSTER BANK PLC

And

NATWEST TRUSTEE AND DEPOSITARY SERVICES LIMITED

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SUPPLEMENTAL TRUST DEED

being a

DEED of RETIREMENT AND APPOINTMENT OF TRUSTEE

relating to

THE UNIT TRUST SCHEMES AS SET OUT IN THE SCHEDULE

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THIS DEED is made on 2018 between:

- (1) **KAMES CAPITAL PLC**, a company incorporated in Scotland having its registered office at Kames House, 3 Lochside Crescent, Edinburgh EH12 9SA (the "**Manager**");
- (2) **NATIONAL WESTMINSTER BANK PLC**, whose registered office is at 135 Bishopsgate, London EC2M 3UR (the "**Retiring Trustee**"); and
- (3) **NATWEST TRUSTEE AND DEPOSITARY SERVICES LIMITED**, whose registered office is at 250 Bishopsgate, London EC2M 4AA (the "**New Trustee**").

#### WHEREAS

- (A) The Manager is the present manager and the Retiring Trustee is the present trustee of the authorised and/or unauthorised unit trust schemes the names of which are specified in Column I of the Schedule hereto (the "**Schemes**"), each Scheme being constituted by the trust deed specified opposite its name in Column II thereof as amended by the supplemental deeds specified opposite such deed in Column III thereof (each such deed as so amended being hereinafter referred to as a "**Trust Deed**", collectively the "**Trust Deeds**").
- (B) Each of the Manager, the Retiring Trustee and the New Trustee is an authorised person for the purposes of Part 3 of the Financial Services and Markets Act 2000 (the "**Act**") and is eligible to act as manager or trustee as the case may be of an authorised unit trust scheme for the purposes of Section 243 of the Act.
- (D) The Retiring Trustee wishes to retire as trustee of the Schemes and the Manager and the New Trustee have agreed that the New Trustee should replace the Retiring Trustee as trustee of the Schemes in accordance with the terms and conditions of this Deed and, where applicable, the Regulations.
- (E) Notice of the proposed change of trustee has been given to the Financial Conduct Authority ("**FCA**") pursuant to Section 251 of the Act and the FCA has confirmed that the change of trustee will not affect the authorisations of the Schemes and the parties have provided or will provide the requisite notice to unitholders as required by COLL 4.3.
- (F) This Deed is supplemental to each Trust Deed.

**NOW THIS DEED WITNESSES** and it is hereby agreed and declared as follows:

#### **1 INTERPRETATION**

##### **1.1** In this Deed unless the context otherwise requires:

"**Act**" means the Financial Services and Markets Act 2000;

"**AIFM Regulations**" means the Alternative Investment Fund Managers Regulations 2013 (as amended from time to time);

"**COLL**" and "**COLL Sourcebook**" means the Collective Investment Schemes Sourcebook made by the FCA in the exercise of powers and related provisions in or under s.247 of the Act;

**“this Deed”** means this supplemental trust deed effecting the retirement and subsequent appointment of the trustee of the Schemes;

**“Effective Time”** means 23:59 on 31 October 2018 or such other date and time as agreed in writing between the parties to this Deed;

**“FUND Sourcebook”** means the Investment Funds Sourcebook which forms part of the FCA's handbook or rules and guidance;

**“Glossary”** means the glossary of terms and definitions forming part of the FCA's Handbook of rules and guidance;

**“Level 2 Regulations”** means Commission Delegated Regulation (EU) No.231/2013 of 19 December 2012;

**“Regulations”** means the Act, the COLL Sourcebook, the FUND Sourcebook, the AIFM Regulations, the Level 2 Regulations and any other applicable regulations that may be made under s.247 of the Act;

**“Prospectus”** means the prospectuses of the Schemes, as modified and published from time to time.

- 1.2 Unless the context otherwise requires, in this Deed words and expressions defined in the Act or in the Glossary have the same meanings where used in this Deed and references to any statute or statutory instrument or to any regulations shall be deemed to be references to the same as from time to time amended or re-enacted or substituted.
- 1.3 For the avoidance of doubt, references in this Deed to the Act, the COLL Sourcebook, the Glossary or the Regulations are only applicable so far as the respective Trust Deed relates to a Scheme that is an authorised unit trust scheme.
- 1.4 References to clauses are references to clauses of this Deed.
- 1.5 Headings in this Deed are for convenience only and shall not affect the construction of this Deed.
- 1.6 In these presents words importing the masculine gender shall, where the context so permits, be deemed to include the feminine and neuter gender and words importing the singular number shall, where the context so permits, be deemed to include the plural number.
- 1.7 In this Deed any references to a statute or statutory instrument or other regulation shall be deemed to include a reference to such statute or statutory instrument or other regulation as from time to time amended and to any codification, consolidation or re-enactment thereof as from time to time in force.

## **2 RETIREMENT AND APPOINTMENT**

- 2.1 On and with effect from the Effective Time the Retiring Trustee shall retire as trustee of the Schemes and the Manager appoints the New Trustee as trustee of the Schemes in place of the Retiring Trustee who shall be discharged on the terms hereinafter provided from the trusts of each of the Schemes.
- 2.2 The New Trustee hereby accepts the appointment made under Clause 2.1 and agrees to act as trustee of the Schemes in accordance with the Trust Deeds and the Prospectuses, the Act and/or, as applicable, the Regulations, with effect from the

Effective Time and covenants separately with the Manager and the Retiring Trustee to observe all the provisions and conditions of the Trust Deeds and, where applicable, the Regulations and shall thereupon: (i) be bound by; (ii) obtain all the rights, powers and privileges granted by and; (iii) assume and discharge any obligations and liabilities of the Retiring Trustee under; the Trust Deeds in the same way as if it had been an original party to each Trust Deed as trustee and the Retiring Trustee shall be freed and discharged from all duties and obligations in relation to the Schemes. Subject to its having complied with its obligations hereunder, the Retiring Trustee shall continue in respect of the period during which it was the trustee of the Schemes to have the benefit of all indemnities, powers and privileges (including without limitation continuing rights to recourse to the property of the Schemes) given to the trustee of the Schemes under the Trust Deeds (so far as they are capable of having effect) in addition to any other indemnities, powers and privileges given to it by the Regulations (where applicable), the Act or otherwise by law or equity, as applicable, and the New Trustee shall (except to the extent that is prevented by law or regulation) pay out of the property of the Schemes all sums to which the Retiring Trustee is entitled to pursuant to this clause 2.3.

- 2.3** The New Trustee warrants to the Manager that it is a person eligible to act as trustee of the Schemes under section 243 of the Act and that it is not prohibited from acting as trustee of the Schemes whether by or under the rules of the FCA or by any statutory or regulatory prohibition or restriction whatsoever and shall be deemed to repeat these warranties at the Effective Time for the benefit of the Manager.
- 2.4** The Retiring Trustee undertakes separately to each of the New Trustee and the Manager that to the best of the knowledge, information and belief of the Retiring Trustee it has carried out and fulfilled its role as trustee of the Schemes at all times in full compliance with the relevant Trust Deed, the Regulations and the FCA Handbook. The Retiring Trustee further undertakes separately to each of the New Trustee and the Manager that there are no outstanding issues which have not been disclosed to either party of which the Retiring Trustee is aware would materially affect the Schemes, or the New Trustee or the Manager in their respective roles as trustee and manager of the Schemes of which the New Trustee and/or the Manager ought to be, or to have been, made aware.

### **3 TRANSFER OF SCHEME PROPERTY**

- 3.1** The property of the Schemes, together with any amounts for the time being standing to the credit of their distribution accounts and the unclaimed distribution account (in which case the Retiring Trustee shall provide the New Trustee with an up-to-date and fully reconciled list of the unclaimed distributions representing any such amount(s) vested in the Retiring Trustee and/or any nominee of the Retiring Trustee at the Effective Time) shall as from the Effective Time be held upon trust for and to the order of the New Trustee and shall as soon as practicable after the Effective Time be transferred to or otherwise vested in the New Trustee and/or its nominee or as it otherwise reasonably directs upon the trusts and subject to the terms and conditions of the Trust Deeds and, if applicable, the Regulations and after the Effective Time and, subject to the Trust Deeds and the Regulations, pending such transfer or vesting the Retiring Trustee shall hold any such property or amounts (if any) to the order of the New Trustee in its capacity as the trustee of the Schemes.

- 3.2** Notwithstanding clause 3.1, the Retiring Trustee shall retain from the distribution accounts of the Schemes (to the order of the New Trustee) an amount representing distributions for which cheques have been issued at any time during the 6 months expiring at the Effective Time but which remain outstanding at the Effective Time ("Unpresented Cheques") which amount shall be used by the Retiring Trustee for the purposes of paying amounts representing such Unpresented Cheques upon presentation thereof PROVIDED THAT as soon as possible after the expiry of the period of 6 months following the issue of such Unpresented Cheques ("the Expiry Date") the Retiring Trustee shall pay to the New Trustee a sum equivalent to the amount represented by the Unpresented Cheques which remain unpresented at their Expiry Date which sum together with any interest accrued thereon shall thereafter be held by the New Trustee upon trust and subject to the terms and conditions of the relevant Trust Deeds and, if applicable, the Regulations.
- 3.3** The Retiring Trustee undertakes to the New Trustee to continue to take all reasonable steps to recover such income, including distributions and taxation, payable or due or having been withheld on dividends and any other sums which are properly payable or recoverable prior to the Effective Time, and to account to the New Trustee for the amount of such monies as and when such sums are received by the Retiring Trustee. The Retiring Trustee shall be entitled to charge such reasonable amount as may be agreed with the New Trustee from time to time in respect of taking such steps, to be taken out of the property of the relevant Schemes.
- 3.4** At the Effective Time (or as soon thereafter as is reasonably practicable) the Retiring Trustee shall execute all documents or do all acts or things (or direct its nominees, agents, delegates and sub-custodians so to act and use all reasonable endeavours to secure that its nominees, agents, delegates and sub-custodians do likewise) required to effect the transfer into the name of the New Trustee (or as it may direct) of the property of the Schemes which the New Trustee shall thereafter hold (whether in its own name or in the name or names of its nominee or nominees) upon the trusts and subject to the Regulations provided that pending the transfer the Retiring Trustee shall hold the property of the Schemes to the order of the New Trustee.
- 3.5** The Retiring Trustee and the New Trustee hereby agree (with the concurrence of the Manager) that in accordance with Clause 3.1 above, that should any Scheme have an accounting period ending before the Effective Date but in respect of which distributions and/or allocations have not been made before the Effective Date the New Trustee shall maintain in the distribution account of the relevant Scheme or Schemes any amount or amounts required to enable it to make the relevant distributions and/or allocations in respect of the Scheme in accordance with the provisions of the Prospectus and the Regulations provided that the Retiring Trustee shall at the Effective Time deliver to the New Trustee an up to date and fully reconciled schedule of the distributions and/or allocations to be made.

## **4 RECORDS**

- 4.1** The Trust Deeds and all registers, books, papers, records and other documents and information relating to the Schemes and correspondence with third parties relating to the Schemes (including, without limitation, correspondence with HM Revenue & Customs) in each case held by the Retiring Trustee or under its control whether in documentary or electronic format (together the "Records") shall as soon as



practicable after the Effective Time be delivered by the Retiring Trustee to the New Trustee or as it shall reasonably direct. The New Trustee hereby acknowledges the right of the Retiring Trustee to inspect and take copies at the expense of the Retiring Trustee of such (if any) of the foregoing as the Retiring Trustee thereafter may in good faith at any time request in writing to have produced to it.

- 4.2** Notwithstanding clause 4.1 above, in relation to any Scheme that is an authorised unit trust scheme the Retiring Trustee shall be entitled to retain copies of any Records which it has created specifically to demonstrate compliance with the Regulations or any rules of a regulatory body in respect of its trusteeship of the relevant Schemes.
- 4.3** If the Retiring Trustee or any nominee of the Retiring Trustee shall after the Effective Time receive any notices of meetings, reports, circulars, proxy solicitations or other documents of a like nature by virtue of the Retiring Trustee or any such nominee having been the registered holder of any investment comprised in the property of the Schemes, it shall, as soon as practicable, forward the same to the New Trustee and shall, where applicable, do such things as are specified in the Regulations as the Manager, or the New Trustee may reasonably require, at the expense of the relevant Schemes.

## **5 REMUNERATION & EXPENSES**

- 5.1** The Retiring Trustee shall be entitled to be paid or reimbursed out of the property of the Schemes any fees or expenses (together with Value Added Tax thereon, if any) due to or incurred by the Retiring Trustee in respect of the period up to and including the Effective Time during which it acted as the trustee of the Schemes and which may in accordance with the Trust Deeds and, if applicable, the Regulations be so paid or reimbursed to the Retiring Trustee.
- 5.2** The New Trustee shall be entitled to be paid or reimbursed out of the property of the Schemes any fees or expenses (together with Value Added Tax thereon, if any) due to or incurred by the New Trustee in respect of the period from the Effective Time during which it acts as trustee of the Schemes and which may in accordance with the Trust Deeds and, if applicable, the Regulations be so paid or reimbursed to the New Trustee.
- 5.3** Without prejudice to its duties and powers under the Regulations (if applicable), the Trust Deeds and the general law, the New Trustee shall discharge out of the property of the Schemes all expenses properly incurred by the Retiring Trustee which are recoverable under the relevant Trust Deeds and, if applicable, the Regulations and which have not been paid by the Retiring Trustee and recovered pursuant to clause 5.1.
- 5.4** The Retiring Trustee hereby acknowledges that it has no claims whatsoever against the property of the Schemes or the Manager as a consequence of or resulting from its retirement as the trustee of the Schemes other than in respect of the sums to which it is entitled:
  - 5.4.1** under the terms of the Trust Deeds as in force prior to the amendments effected by this Deed; and/or
  - 5.4.2** under the terms of this Deed

and that it has no claim whether for outstanding remuneration or otherwise howsoever against the Manager, the Schemes or their property other than as contemplated by this Deed.

- 5.5** All reasonable costs, charges and expenses (including reasonable legal fees), together with Value Added Tax thereon, incurred by the Manager in connection with or incidental to the negotiation, preparation and carrying into effect of this Deed shall be paid by the Retiring Trustee.

## **6 MISCELLANEOUS**

- 6.1** Except as amended by this Deed, the terms of the Trust Deeds shall remain in full force and effect.
- 6.2** This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all counterparts shall together constitute one and the same instrument.
- 6.3** The parties hereto do not intend that any term of this Deed should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Deed.
- 6.4** This Deed constitutes the whole and only agreement between the parties hereto relating to the subject matter of this Deed.
- 6.5** Each of the parties shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as may from time to time be required to give effect to the terms of this Deed.
- 6.6** The failure of any party hereto at any time to require the performance of any provision of this Deed shall not affect its rights to enforce such provision thereafter. No waiver by any party of any condition or breach of any term contained in this Deed shall be construed as a further or confirming waiver of any such condition or breach or of any other condition or breach.

## **7 GOVERNING LAW**

This Deed shall be governed by and construed in accordance with the laws of England and Wales.

**IN WITNESS** whereof the parties hereto have executed this Deed and it is delivered on the date appearing above as the date of this Deed.

SIGNED for and on behalf of the said  
**KAMES CAPITAL PLC**

by STEPHEN JONES

and ANDREW BELL

[Signature]  
Director

[Signature]  
Director/Secretary

AUTHORISED SIGNATORY

SIGNED for and on behalf of the said

**NATIONAL WESTMINSTER BANK PLC**

By IAN R SHARPE

A duly authorised attorney at  
Edinburgh/London

on 21st October 2018

in the presence of the following witness:

[Signature]  
Attorney

[Signature]  
Name  
RYONNA SCOTT

Witness

Name

SIGNED for and on behalf of the said

**NATWEST TRUSTEE AND DEPOSITARY  
SERVICES LIMITED**

By CRAIG RUSSELL

a duly authorised attorney at  
Edinburgh/London

on 21st October 2018

in the presence of the following witness:

[Signature]  
Attorney

[Signature]  
Name  
RYONNA SCOTT

Witness

Name



## THE SCHEDULE

I. Name of Trust	II. Trust Deed	III. Supplemental Deeds
Kames Capital Unit Trust	26/02/2014	22/07/2014