



The Optima Series 3 Fund plc

Scheme Particulars



# The Optima Series 3 Fund plc

(the "Fund")

## Scheme Particulars

Dated 24th March 2005

### THIS DOCUMENT IS IMPORTANT

If you are in any doubt about the contents of this document, you should consult your bank manager, stockbroker, solicitor, accountant or other authorised financial adviser.

The Fund is an experienced investor fund and complies with the requirements of the Isle of Man Financial Supervision (Experienced Investor Fund) (Exemption) Order 1999, as amended (the "Order"). Shares are only available to persons whom Abacus Financial Services Limited considers to be sufficiently experienced to understand the risks associated with an investment in the Fund. The value of shares and the income produced by them can fall as well as rise.

The Fund is not subject to any form of regulation or approval in the Isle of Man and investors are not protected by any statutory compensation arrangements in the event of the Fund's failure. The Isle of Man Financial Supervision Commission does not vouch for the financial soundness of the Fund or for the correctness of any statements made or opinions expressed with regard to it.

These Scheme Particulars, which have been approved by Abacus Financial Services Limited as required by the Order, are dated 24th March 2005.



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## KEY FEATURES

These Key Features are extracted from the full text of the Scheme Particulars. Prospective investors should read and consider the full text of the Scheme Particulars and should not rely on these Key Features in isolation.

In particular, prospective investors should read and consider section 28, "Risk Factors", in order to familiarise themselves with the risks associated with an investment in any of the Sub-Funds of the Fund (including the risk of loss of their capital), to ensure that such an investment is suitable for them in view of such risks and to understand the use of the term "guarantee".

Prospective investors should note that none of the Sub-Funds, and, in particular, the Select Sub-Funds, are intended to be a short term investment. The impact of redemption penalties upon redemption within five years of initial investment would have a significant adverse affect on the amount received by way of net proceeds of redemption in these circumstances

### • AN EXPERIENCED INVESTOR FUND

The Fund is an open ended investment company incorporated in the Isle of Man designed for experienced investors investing for the medium to long term. The principal underlying investments of the Fund are notes issued by Barclays Bank PLC (the "Notes").

### • INVESTMENT OBJECTIVE OF THE NOTES

The Notes represent an investment in a dynamic portfolio with an allocation mechanism that balances investment in a currency hedged portfolio of funds (to provide potential investment growth over the medium to long term) with investment in zero coupon bonds and other assets, which enable the Notes Issuer to guarantee minimum levels of return on the Notes on maturity on the Notes Maturity Date (but only on such maturity and not on earlier redemption).

### • KEY FEATURES OF THE NOTES

The Notes provide:

- security - the Notes Issuer is AA rated by Standard & Poors as at the date of these Scheme Particulars;
- guarantees - guaranteed return on the maturity of the Notes on the Notes Maturity Date (but only on such maturity and not on earlier redemption) equal to a 100% return of initial investment;
- currency hedging - currency hedging arrangements will be entered into with a view to negating substantially any volatility associated with cross currency fluctuations.

### • KEY FEATURES OF THE PORTFOLIO OF FUNDS

Underlying the Notes is an investment in a currency hedged portfolio of funds selected by the directors of the Fund. Key features include:

- diversity - the portfolio of funds include exposure to world equity and bond markets and hedge fund structures via expert fund managers;
- investment returns - underlying funds that have strategies intended to achieve capital growth in rising and falling equity, bond and interest rate markets;
- expertise - three specialist fund managers that have been selected to run their own strategies - Millburn Ridgefield Corporation, ABN AMRO Asset Management and Gartmore.

### • MANAGED GUARANTEED AND SELECT INVESTMENT OPTIONS

The Fund offers two alternative routes for investment in the Notes:

- Managed Guaranteed Sub-Funds - invest in the Notes and the return on the Notes is guaranteed on maturity in ten years (but only on such maturity and not on earlier redemption);
- Select Sub-Funds - gear up investments in the Sub-Fund by 100% to invest in the Notes, with the principal and costs of borrowing, including interest, on the gearing loan being repaid on early redemption or on maturity of the Notes on the Notes Maturity Date (such repayment giving rise to the possibility that an investor may receive back less than the amount originally invested).

### • TARGET REDEMPTION FEATURE

A Target Redemption Feature to enable investors to realise the increase in the value of their investment:

- if, during the three years after the end of the subscription period, the "reference price" related to the underlying Notes reaches £1.30, US\$1.30 or €1.30; or
- if the increase referred to above is not achieved within the three year period, then investors have a second opportunity of early redemption, which will occur during the fourth and fifth year after the end of the subscription period if the "reference price" related to the underlying Notes reaches £1.50, US\$1.50 or €1.50.



# KEY FEATURES

- **INTERNATIONAL APPEAL**

Available in a choice of currencies suitable for experienced international investors - sterling, US dollars or euros.

- **MONTHLY DEALING**

Issues and redemptions of shares in each of the sub-funds of the Fund generally take place monthly, although redemptions are subject to certain restrictions as outlined in section 25E (including minimum redemption amounts which may delay or prevent redemption).

- **STRONG FUND MANAGER CREDENTIALS**

The managers of the funds underlying the Notes have strong credentials:

- Millburn Ridgefield Corporation - As at January 2005 Millburn managed approximately \$1.2 billion of assets in its managed futures, fund of hedge funds, equity and currency overlay programs of which approximately \$350 million represents the personal funds of the firm's principals, employees, former employees and affiliates (collectively "Inside Assets"); approximately \$925 million of Millburn's assets under management are in its managed futures programs of which \$125 million are Inside Assets; each of Millburn's nine principals averages over 17 years at the firm.
- ABN AMRO Asset Management - ABN AMRO Asset Management is the separately organised investment management division of ABN AMRO Bank; with origins dating back to 1824, ABN AMRO Bank is among the 10 largest banks in Europe and has assets of over \$630 billion in capital; ABN AMRO Asset Management manages €161 billion in segregated accounts (as at December 2004).
- Gartmore - Gartmore Group has assets under management of over £41.1 billion and is owned by a major US insurer, Nationwide Mutual Insurance Company, a Fortune 500 company (all information as at December 2004).

- **LOW MINIMUM INVESTMENT**

Just £10,000, US\$15,000 or €15,000, reducing to £5,000, US\$7,500 and €7,500 respectively for investments on behalf of insurance company portfolio bonds, and increments thereto.

- **SECURITY OF ASSETS**

The Fund's custodian, The Royal Bank of Scotland Trust Company (I.O.M.) Limited, will be responsible for the safe keeping of all investment moneys and assets of the Fund.

## PRINCIPAL PARTIES AND REGISTERED OFFICE

### Directors

**Andrew John Ashworth**  
Sixty Circular Road  
Douglas  
Isle of Man  
IM1 1SA

**William Morris Burgoyne**  
10 Riversmeade  
Bromley Cross  
Bolton  
Lancashire  
BL7 9YJ

**Michael John Richardson BSc, FIA**  
2 Squeen Meadow  
Ballagh  
Isle of Man  
IM7 5BR

**Robert Thomas Dursley Stott OBE, JP, MA, FSI**  
32 The Crofts  
Castletown  
Isle of Man  
IM9 1LZ

**Meryl Bethan Thomas BSc, FIA**  
15A Gloucester Street  
Clifton  
Bristol  
BS8 4JF

### Secretary and Registered Office

**Michael John MacBain BCom, CA**  
Sixty Circular Road  
Douglas  
Isle of Man  
IM1 1SA

### Promoter

**International Product Distribution Inc.**  
Akara Building  
24 De Castro Street  
Wickhams Cay 1  
Road Town  
Tortola  
British Virgin Islands

### Administrator

**Abacus Financial Services Limited**  
Sixty Circular Road  
Douglas  
Isle of Man  
IM1 1SA

Tel: (44) 1624 689600  
Fax: (44) 1624 689602  
e-mail: afsl@abacusiom.com

### Custodian

**The Royal Bank of Scotland Trust Company (I.O.M.) Limited**  
Royal Bank House  
2 Victoria Street  
Douglas  
Isle of Man  
IM99 1NJ

### Auditors

**PricewaterhouseCoopers**  
Sixty Circular Road  
Douglas  
Isle of Man  
IM1 1SA

### Legal Advisers

**Cains Advocates Limited**  
Old Bank Chambers  
15-19 Athol Street  
Douglas  
Isle of Man  
IM1 1LB



# DEFINITIONS

In these Scheme Particulars, the following words and expressions shall have the following meanings:

## **Administrator**

Abacus Financial Services Limited, brief details of which are contained in section 9;

## **Calculation Agent**

Barclays Capital Securities Limited, a wholly owned subsidiary of the Notes Issuer and the determination agent in relation to the Notes;

## **Closing Date**

the date after which subscriptions in the Fund will no longer be accepted, determined as set out in section 6;

## **Custodian**

The Royal Bank of Scotland Trust Company (I.O.M.) Limited, brief details of which are contained in section 10;

## **Dealing Day**

has the meaning set out in section 23;

## **Dealing Reference Date**

the first business day of the calendar month in which it is desired or requested that the relevant dealing takes place (such dealing being, in the case of an application for Shares, the issue or allotment of Shares and, in the case of a redemption request, the redemption or repurchase of Shares) or, if for whatever reason the dealing does not take place in the calendar month in which it is desired or requested to take place, the first business day of the next calendar month;

## **Experienced Investor**

in terms of the Order, a person who is sufficiently experienced to understand the risks associated with an investment in the Fund;

## **Five Year Trigger Price**

in the case of the Sterling Managed Guaranteed Sub-Fund, £1.50, in the case of the Dollar Managed Guaranteed Sub-Fund, \$1.50 and, in the case of the Euro Managed Guaranteed Sub-Fund, €1.50;

## **Fund**

The Optima Series 3 Fund plc, an Isle of Man incorporated open-ended investment company constituted as an experienced investor fund under the terms of the Order;

## **Gearing Bank**

N.M. Rothschild & Sons (C.I.) Limited;

## **Initial Offer**

the initial offer of shares described in section 5;

## **Managed Guaranteed Sub-Funds**

the sub-funds of the Fund, valued and priced in sterling, US dollars and euros respectively, details of which are contained in section 4 and which are individually referred to as the "Sterling Managed Guaranteed Sub-Fund", the "Dollar Managed Guaranteed Sub-Fund" and the "Euro Managed Guaranteed Sub-Fund" respectively; these sub-funds invest in Notes and the return on the Notes is guaranteed on maturity in ten years (but only on such maturity and not on earlier redemption);

## **Management Shares**

management shares of £1.00 each in the capital of the Fund;

## **Nominal Shares**

nominal shares of £0.001 each in the capital of the Fund;

## **Notes**

together the 10 Year Sterling Principal Protected Notes Linked to the Optima 3 Portfolio Index, the 10 Year US Dollar Principal Protected Notes Linked to the Optima 3 Portfolio Index and the 10 Year Euro Principal Protected Notes Linked to the Optima 3 Portfolio Index, each of which is a series of notes issued by the Notes Issuer as part of a £10 billion Structured Note Programme and further details of which are contained in section 19A;

## **Notes Issuer**

Barclays Bank PLC, brief details of which are contained in section 19A;

## **Notes Maturity Date**

14th May 2015, or such later date as may be the maturity date of the Notes in accordance with their terms;

## **Offer Price**

has the meaning set out in section 23;

## **Order**

the Isle of Man Financial Supervision (Experienced Investor Fund) (Exemption) Order 1999, as amended;

## **Promoter**

International Product Distribution Inc, brief details of which are contained in section 8;

## **Redemption Price**

has the meaning set out in section 23;

## **Reference Price**

in respect of a Share in any Managed Guaranteed Sub-Fund on any Dealing Day, an amount equal to:

- (i) the nominal value of the Notes held in respect of the relevant Sub-Fund;
- (ii) multiplied by the percentage contained in the valuation of such Notes delivered by the Calculation Agent to the Fund as at the most recent Valuation Day (see section 22);
- (iii) less the amount of the Early Close-Out Fee (as referred to in section 19B) that would be charged by the Notes Issuer if all of the Notes held by the relevant Sub-Fund were to be re-purchased by the Notes Issuer on the relevant Dealing Day;
- (iv) divided by the number of Shares in that Sub-Fund then in issue;

## **Select Sub-Funds**

the select sub-funds of the Fund, valued and priced in sterling, US dollars and euros respectively, details of which are contained in section 4 and which are individually referred to as the "Sterling Select Fund", the "Dollar Select Fund" and the "Euro Select Fund" respectively; the select sub-funds gear up investments in the Sub-Fund by 100% to invest in the Notes, with the principal and costs of borrowing, including interest, on the gearing loan being repaid on early redemption or on maturity of the Notes on the Notes Maturity Date;

## **Shares**

participating redeemable preference shares of £0.001 each in the capital of the Fund;

## **Sub-Funds**

the Managed Guaranteed Sub-Funds and the Select Sub-Funds;

## **Three Year Trigger Price**

in the case of the Sterling Managed Guaranteed Sub-Fund, £1.30, in the case of the Dollar Managed Guaranteed Sub-Fund, \$1.30 and, in the case of the Euro Managed Guaranteed Sub-Fund, €1.30;

## **Trigger Price**

the Three Year Trigger Price or the Five Year Trigger Price, as the case may be;

## **Unclassified Shares**

unclassified shares of £0.001 each in the capital of the Fund;

## **Valuation Day**

has the meaning set out in section 22.

## PART 1: THE FUND AND THE PRINCIPAL PARTIES

### 1. Introduction

The Optima Series 3 Fund plc is an Isle of Man incorporated open-ended investment company which is designed to provide investors with potentially high levels of capital growth over the medium to long term, but with defined levels of underlying return, by offering the opportunity to invest in notes issued and guaranteed (but only at maturity) by the Notes Issuer.

The Notes represent an investment in a dynamic portfolio with an allocation mechanism that balances investment in a currency hedged portfolio of funds (to provide potential investment growth over the medium to long term) with investment in zero coupon bonds and other assets which enable the Notes Issuer to guarantee a minimum level of return on the Notes on maturity on the Notes Maturity Date (but only on such maturity and not on earlier redemption). Further details of the Notes are set out in section 19A.

The Fund offers two principal alternative routes for investment in the Notes:

- Managed Guaranteed Sub-Funds - invest in the Notes and the return on the Notes is guaranteed on maturity in ten years (but only on such maturity and not on earlier redemption);
- Select Sub-Funds - provide the potential to gear up the initial investment in the Sub-Fund by 100% to provide increased potential upside returns over the medium to long term; the initial investment and gearing loan are invested in Notes, with the principal and costs of borrowing, including interest, on the gearing loan being repaid on early redemption or on maturity of the Notes on the Notes Maturity Date.

The underlying funds, as selected by the directors of the Fund, will initially be the "Millburn Futures Fund", the "ABN AMRO Emerging Markets Bond Fund (USD)" and the "Gartmore Selected European Opportunities Fund".

Further information on the Notes and the underlying investments is contained in sections 19A and 19B and further information on the gearing arrangements is contained in section 21. Risk factors are set out in section 28.

Abacus Financial Services Limited will administer the Fund and the custodian will be The Royal Bank of Scotland Trust Company (I.O.M.) Limited.

The Fund has been established as an experienced investor fund under the Order and, as such, is available only to Experienced Investors.

The Fund has six Sub-Funds: three Managed Guaranteed Sub-Funds valued and priced in sterling, US dollars and euros respectively; and three Select Sub-Funds valued and priced in sterling, US dollars and euros respectively. More details of the Sub-Funds are contained in section 4.

It is intended that the majority of the assets of both the Managed Guaranteed Sub-Funds and the Select Sub-Funds will be utilised to purchase Notes.

The Managed Guaranteed Funds will not be subject to, or benefit from, any gearing. It is intended that the Select Funds, on the other hand, will be subject to, and benefit from, 100% gearing with a view potentially to enhancing returns to investors by acquiring additional Notes, but

with a corresponding reduction in the proportion of the investment covered by the guaranteed level of returns and therefore increased investment risk and the potential risk that investors will receive back less than the capital that they invested. Further details of the gearing arrangements are set out in section 21 and risk factors are set out in section 28.

Shares in the Fund will only be available for subscription for a limited period of time as set out in section 6.

Prospective investors should note that none of the Sub-Funds, and, in particular, the Select Sub-Funds, are intended to be a short term investment. The impact of redemption penalties upon redemption within five years of initial investment would have a significant adverse affect on the amount received by way of net proceeds of redemption in these circumstances.

The remainder of these Scheme Particulars gives details of the Fund and its investment objective and policies. An application form ("the Application Form") can be found at the end of this document and further copies accompany it.

### 2. Directors

The directors of the Fund are:

#### **Andrew Ashworth**

director of the Administrator and previously managing director of GAM Administration Limited on the Isle of Man. Resident in the Isle of Man;

#### **Morris Burgoyne**

managing director of Policy Register (International) Limited. Resident in the United Kingdom;

#### **Michael Richardson BSc, FIA**

an actuary, formerly chief executive of Scottish Life International and previously chairman of Clerical Medical International. Resident in the Isle of Man;

#### **Dursley Stott O.B.E., J.P., M.A., F.S.I.**

past chairman of R. L. Stott & Co, Stockbrokers, a member of The London Stock Exchange and later a fellow of The Securities Institute; formerly chairman of the local board of Sun Alliance Insurance Company Limited and Barclays Unicorn (Isle of Man) Limited. Resident in the Isle of Man;

#### **Meryl Thomas BSc, FIA**

an actuary with previous life office experience gained at Clerical Medical and HBOS Financial Services, specialising in financial modelling, valuations and offshore business. Resident in the United Kingdom.

In addition to being directors of the Fund: Meryl Thomas is a shareholder in the Promoter; Michael Richardson has interests in a company and a trust which are shareholders in the Promoter; and Andrew Ashworth is a director of the Administrator.

### 3. The Fund

The Fund was incorporated on 21st March 2005 under the Isle of Man Companies Acts 1931 to 2004 as a public company limited by shares with registered number 113076C. It is an open-ended investment company with unlimited duration and is an experienced investor fund for the purposes of the Order.

The Fund is not, and need not be, an authorised person for the purposes of the Isle of Man Financial Supervision Act 1988.

The directors of the Fund are Andrew Ashworth, Morris Burgoyne, Michael Richardson, Dursley Stott and Meryl Thomas and the company secretary is Michael MacBain. Its registered office and principal place of business are at Sixty Circular Road, Douglas, Isle of Man IM1 1SA.



#### 4. The Sub-Funds

The Fund has six Sub-Funds: three Managed Guaranteed Sub-Funds, valued and priced in sterling, US dollars and euros respectively; and three Select Sub-Funds, also valued and priced in sterling, US dollars and euros respectively.

The nominal value of the Shares in each Sub-Fund will be denominated in sterling, but the net asset value of each Sub-Fund will be calculated in the relevant currency and Shares in each Sub-Fund will be issued, sold, redeemed and repurchased in the relevant currency.

The principal difference between the Managed Guaranteed Sub-Funds and the Select Sub-Funds is that, whilst the Managed Guaranteed Sub-Funds will not be subject to, or benefit from, any gearing, it is intended that the Fund will use bank facilities in relation to the Select Sub-Funds with a view to potentially enhancing returns to investors in the Select Sub-Funds by acquiring additional assets, but with a corresponding reduction in the proportion of the investment covered by the guaranteed level of returns and therefore increased investment risk.

It is intended that the majority of the assets of both the Managed Guaranteed Sub-Funds and the Select Sub-Funds will be utilised to purchase Notes. The Sterling Managed Guaranteed Sub-Fund and Sterling Select Sub-Fund will invest in the sterling denominated series of the Notes, the Dollar Managed Guaranteed Sub-Fund and Dollar Select Sub-Fund will invest in the dollar denominated series of the Notes and the Euro Managed Guaranteed Sub-Fund and Euro Select Sub-Fund will invest in the euro denominated series of the Notes. Further details of the Notes are set out in section 19A and risk factors are set out in section 28.

The Fund has arranged bank facilities for the Select Sub-Funds with the Gearing Bank on what the directors consider to be competitive terms. Further details of the borrowing/gearing arrangements are set out in section 21.

Apart from the currency of valuation and pricing, the currency of the corresponding underlying series of Notes and the gearing arrangements outlined above, there is no distinction between the Sub-Funds.

All of the Sub-Funds have a target redemption feature, as described in sections 7 and 25F.

Switching between Sub-Funds will not normally be permitted.

#### 5. Initial Offer

An initial offer of Shares in the six Sub-Funds will take place from 9 a.m. on Monday, 4th April 2005 until 5 p.m. on Friday, 29th April 2005 or such earlier or later date as the directors may in their absolute discretion determine.

During the Initial Offer, Shares in the Sterling Managed Guaranteed Sub-Fund and the Sterling Select Sub-Fund will be made available for subscription at a price of £1 each, Shares in the Dollar Managed Guaranteed Sub-Fund and the Dollar Select Sub-Fund will be made available for subscription at a price of US\$1 each and Shares in the Euro Managed Guaranteed Sub-Fund and the Euro Select Sub-Fund will be made available for subscription at a price of €1 each. The subscription price in each case will be represented by £0.001 nominal value and the remainder will comprise share premium.

#### 6. Closing Date

Following the end of the Initial Offer, Shares in each of the Sub-Funds will, subject to certain limitations, be available for purchase, redemption

or repurchase on any Dealing Day at prices in the currency of the relevant Sub-Fund calculated, generally, by reference to the net asset value of the relevant Sub-Fund.

However, no further applications for Shares in the Fund will be accepted after 28th April 2006 or such earlier date as the directors of the Fund may in their absolute discretion determine.

#### 7. Target Redemption Feature

If, on any Dealing Day during the period of three years commencing on the Closing Date, the Reference Price of a Share in any Managed Guaranteed Sub-Fund is equal to or in excess of the Three Year Trigger Price, then a target redemption procedure will be triggered in relation to that Sub-Fund and in relation to the Select Sub-Fund valued and priced in the same currency.

If the Three Year Trigger Price is not achieved within the required timescale, but the Reference Price of a Share in any Managed Guaranteed Sub-Fund is equal to or in excess of the Five Year Trigger Price on any Dealing Day after the third anniversary of the Closing Date but prior to the fifth anniversary of the Closing Date, then a target redemption procedure will be triggered in relation to that Sub-Fund and in relation to the Select Sub-Fund valued and priced in the same currency.

Within thirty days of the Trigger Price being achieved, the Fund shall: (i) give notice to the holders of Shares in the relevant Sub-Funds of the triggering of the early redemption procedure; and (ii) give notice to the Notes Issuer to redeem the Notes held in respect of the relevant Sub-Funds. Out of the proceeds of redemption of such Notes, the Fund shall pay any indebtedness, interest and charges attributable to the relevant Sub-Funds and shall then apply the balance in redeeming the outstanding Shares in the relevant Sub-Funds in accordance with the procedure outlined in section 25F. Further details of the target redemption procedure are set out in section 25F.

Shareholders should be aware that the net proceeds of the target redemption procedure may be more or less than that calculated by simply multiplying the relevant Reference Price by the number of Shares held, as a result of (among other things) the impact of the settlement of indebtedness, interest and charges and the imposition of redemption penalties and other penalties and charges and the fact that the price of the Notes may change as a result of movements in the value of the underlying investments between the date on which the Trigger Price was achieved and the date of redemption of the Notes.

#### 8. Promoter

The promoter of the Fund is International Product Distribution Inc., which is a company incorporated with limited liability in the British Virgin Islands.

The Promoter's registered office and principal place of business is at Akara Building, 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands.

The Promoter is a special purpose vehicle formed to act as a financial intermediary for the Fund and is owned by a number of individuals and entities involved in the investment industry.

#### 9. Administrator

Abacus Financial Services Limited is a private limited company incorporated in the Isle of Man with number 69975C on 9th September 1994 with unlimited duration under the Companies Acts 1931 to 1993 of the Isle of Man.

The Administrator is a company ultimately wholly owned by Roger Lester Breadner, Stephen Thomas Moorhouse, John Hatcliffe Cannell, Christopher John Talavera, Michael John MacBain and Stewart Henderson Fleming.

The directors of the Administrator are Roger Lester Breadner, Stephen Thomas Moorhouse, John Hatcliffe Cannell, Christopher John Talavera, Michael John MacBain and Stewart Henderson Fleming, all of whom are chartered accountants, and Andrew Ashworth. The registered office and principal place of business of the Administrator in the Isle of Man is at Sixty Circular Road, Douglas, Isle of Man IM1 1SA.

The Administrator is the holder of an investment business licence issued under section 3 of the Investment Business Act 1991 of the Isle of Man and, as such, is an authorised person licensed to conduct investment business by the Isle of Man Government Financial Supervision Commission. In addition, the Administrator has been approved by the Isle of Man Government Financial Supervision Commission to manage experienced investor funds constituted in accordance with the Order.

The principal activity of the Administrator is to act as manager or administrator of collective investment schemes and to provide management and administration services in relation to collective investment schemes. In addition to providing management and administration services to the Fund, the Administrator currently manages or administers a number of other funds.

The main terms of the administration agreement which has been concluded by the Fund with the Administrator are that the Administrator will, subject to any general policy laid down by the Fund, deal with the management and administration of the Fund. The Administrator has power to act so as to contract on behalf of or otherwise bind the Fund, subject to the terms of the administration agreement.

## 10. Custodian

The Royal Bank of Scotland Trust Company (I.O.M.) Limited is a limited liability company incorporated in the Isle of Man on 1st May 1973. The Custodian's registered office and principal place of business is at Royal Bank House, 2 Victoria Street, Douglas, Isle of Man IM99 1NJ.

The Custodian has an authorised share capital of £5 million, of which £1 million is fully paid up, and is a subsidiary of The Royal Bank of Scotland Group plc, a company incorporated in Scotland.

The principal business activity of the Custodian is the provision of custodial, trustee and associated banking services. It is registered with the Isle of Man Financial Supervision Commission for banking and investment business and holds a banking licence under section 6 of the Isle of Man Banking Act 1998.

The Custodian is responsible for the custody of the subscription monies on their receipt from the Administrator and, following the investment of subscription monies, is responsible for the custody of the assets of each Sub-Fund which are held to the order of or registered in the name of the relevant Sub-Fund or the Custodian.

## 11. Auditors

PricewaterhouseCoopers, Chartered Accountants, of Sixty Circular Road, Douglas, Isle of Man IM1 1SA have been appointed as auditors to the Fund.

## 12. Registrar

The functions of registrar will be performed by the Administrator.

## PART 2:

# THE CONSTITUTION OF THE FUND AND ITS SHARES

## 13. Constitution

The Fund is an Isle of Man experienced investor fund constituted in accordance with the Order.

## 14. The Fund's Share Capital

### A. Share Capital

The Fund has an authorised share capital of £100,100 divided into 100 Management Shares, all of which have been subscribed in full in cash by or on behalf of the Promoter and 100,000,000 Unclassified Shares, available for issue as Shares or as Nominal Shares.

Shares in the Fund are issued by reference to the following Sub-Funds:

The Sterling Managed Guaranteed Sub-Fund  
The Dollar Managed Guaranteed Sub-Fund  
The Euro Managed Guaranteed Sub-Fund  
The Sterling Select Sub-Fund  
The Dollar Select Sub-Fund  
The Euro Select Sub-Fund.

Shares issued by reference to each Sub-Fund form a separate class of Shares to Shares issued by reference to each other Sub-Fund.

The directors of the Fund may create additional Sub-Funds at any time with such investment objectives, policies and restrictions as they may consider appropriate.

### B. Characteristics of Shares in the Fund

The types of shares in the capital of the Fund and their principal characteristics are as follows:

#### Shares

The Shares confer the right to a proportionate share in the property of the Sub-Fund to which they relate and to its dividend income, if any. Shares do not generally carry the right to vote at general meetings. For the rights of holders of Shares on a winding up, see section 31D.

#### Management Shares

The Management Shares exist to comply with Isle of Man law, which requires that the Shares have a preference over another class of capital in order to be redeemable. Management Shares, which carry no right to dividend, can only be issued at par to the Promoter or its associates. At general meetings of shareholders, on a show of hands every holder of a Management Share present in person or by proxy shall have one vote and on a poll every holder present in person or by proxy shall have one vote for each Management Share held. For the rights of holders of Management Shares on a winding-up, see section 31D.

#### Nominal Shares

Nominal Shares will only be issued at par to the Administrator or its associates for the purpose of providing funds for the redemption of the nominal value of Shares. For the rights of holders on a winding up, see section 31D. Nominal Shares may be converted into Shares. Nominal Shares carry no other rights.

#### Unclassified Shares

These may be issued either as Shares or as Nominal Shares.



### C. Contract Notes

Proof of purchase of Shares will be evidenced by the issue of a contract note to Shareholders (with duplicates to Shareholders' authorised agents, if appointed). No share certificates will be issued.

### D. Issue of Shares

The Administrator is authorised without limitation to issue Shares at any time without reserving preferential subscription rights to existing shareholders.

Fractions of Shares may be issued at the discretion of the Administrator if it appears that this is in the interests of shareholders. If it is decided not to issue fractions of Shares, any subscription monies representing less than one Share will not be returned to the subscriber, but will be retained for the benefit of the Sub-Fund to which the Shares relate.

The Administrator may register Shares jointly in the names of not more than four holders should they so require. In the case of joint holders, the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the register of holders. In the case of joint holders, the Administrator and the directors may accept instructions which it reasonably believes to be from any one of them.

The rights attached to Shares are deemed to be varied by any variation of the rights attached to shares of any other class or by the creation or issue of any shares, other than Shares, ranking in priority to or pari passu with them as respects rights in a winding up and rights to dividends.

Subject to the preceding paragraph, the rights conferred upon the holders of Shares shall not, unless otherwise expressly provided by the terms of issue of the Shares, be deemed to be varied by the creation or issue of further Shares ranking pari passu therewith or by the conversion of Nominal Shares into Shares.

### 15. Qualified Holders

The Administrator may determine whether or not any particular person or class of person should become or remain the holder of Shares in the Fund should it be of the opinion that the holding of Shares by such person may be in breach of any governmental regulation or announcement or would otherwise render the Fund liable to taxation for which it would otherwise not be liable.

In particular, each participant in the Fund must be an Experienced Investor.

No new participant, whether by virtue of subscription or transfer of any interest in the Fund, will be recognised and no such subscription or transfer will be effected unless and until such person has delivered or arranged for the delivery of a signed declaration acknowledging that the new participant or transferee is an Experienced Investor and has read and understood these Scheme Particulars. The required form of declaration is set out in the Application Form.

### 16. The Register of Shareholders

The register of holders of shares in the Fund is available for inspection at the offices of the Administrator.

### 17. Dividends, Meetings and Reports

#### A. Dividends

It is not anticipated that any of the Sub-Funds will receive any substantial amounts by way of income and it is not intended that any of the Sub-Funds will distribute by way of dividend any income that it does receive, although the directors of the Fund may in their discretion do so.

### B. Meetings

The annual general meeting of shareholders of the Fund will be held in the Isle of Man each year, but only the holders of Management Shares will generally be entitled to attend and vote thereat. General meetings of shareholders will be held at such date, time and place as are indicated in the notices convening such meetings.

### C. Reports

Financial periods of the Fund end on 31st August in each year, being the Fund's annual accounting date; the first such period will end on 31st August 2006. The annual report containing the audited financial accounts of the Fund will be sent to all shareholders within four months of the end of the financial period. Annual reports will also be available at the Fund's registered office at least 21 days before each annual general meeting.

Copies of all financial reports, constitutional documents (and amendments, if any) and the latest Scheme Particulars of the Fund may be obtained from the registered office of the Fund and the Administrator. Copies of all reports are available free of charge.

## PART 3: THE FUND'S ASSETS

### 18. The Investment Objective and Policy

The Fund is designed to provide investors with potentially high levels of capital growth over the medium to long term, but with defined levels of underlying return, by offering the opportunity to invest in Notes issued and guaranteed (but only at maturity) by the Notes Issuer.

The Fund offers two alternative routes for investment in the Notes:

- Managed Guaranteed Sub-Funds - the initial subscription provides the sum available to invest in notes (prior to the deduction of sales and marketing fees) and the return on the Notes is guaranteed on maturity in ten years (but only on such maturity and not on earlier redemption);
- Select Sub-Funds - provide the potential to gear up the initial investment in the Sub-Fund by 100% to provide increased potential upside returns over the medium to long term; the initial subscription and gearing loan together provide the sum available to invest in Notes (prior to the deduction of sales and marketing fees) with the principal and costs of borrowing, including interest, on the gearing loan being repaid on early redemption or on maturity of the Notes on the Notes Maturity Date.

Further details of the Notes are contained in section 19A, further details of the underlying currency hedged portfolio of funds are contained in section 19B and further details of the gearing arrangements are set out in section 21. Risk factors are set out in section 28.

Prospective investors should note that none of the Sub-Funds, and, in particular, the Select Sub-Funds, are intended to be a short term investment. The impact of redemption penalties upon redemption within five years of initial investment would have a significant adverse affect on the amount received by way of net proceeds of redemption in these circumstances.

The directors of the Fund have responsibility for the investment policy of the Fund and of each Sub-Fund and it is intended that the majority of the assets of each Sub-Fund will be invested in the series of the Notes denominated in the same currency as the Sub-Fund.

## 19. The Fund's Assets

### A. The Notes

The Notes Issuer is AA rated by Standard and Poors, Aa1 rated by Moody's, is one of the top five providers of global debt and a top five provider of all international bonds in the world (as of year end 2004).

The Notes that form the underlying investment of the Fund are issued by the Notes Issuer as part of a £10 billion Structured Note Programme. Details of the Structured Note Programme are set out in an offering circular dated 20th December 2004 and further details of the Notes are contained in indicative term sheets dated 7th February 2005. Copies of both the offering circular and the indicative term sheets are available from the Administrator on request and without charge and the Fund's directors would advise any prospective investor in the Fund to read and consider these documents before making their investment decision.

The return on the Notes is managed by means of a dynamic allocation mechanism which is designed to balance investment in a currency hedged portfolio of funds (see section 19B) (to provide potential investment growth over the medium to long term) with investment in zero coupon bonds and other assets to enable the Notes Issuer (to guarantee minimum levels of return on the Notes only on maturity on the Notes Maturity Date).

On a monthly basis, the Calculation Agent will determine a value for a nominal unit in each series of Notes, known as a "portfolio index". On a regular basis, the allocation mechanism will compare the portfolio index value with the value of underlying assets, including zero coupon bonds, required to enable the guarantees on maturity to be met; when necessary, the allocation between the currency hedged portfolio of funds and zero coupon bonds and other assets will be rebalanced in order to ensure that the guaranteed returns can be met. As the Notes Maturity Date approaches, the cost of supporting the minimum guaranteed levels of returns will increase and the underlying assets will have to be rebalanced in favour of zero coupon bonds.

The nominal value of each unit in the Notes is £1,000, US\$1,000 or Euro 1,000 and fractional units will not be issued. The Custodian will always hold a whole number of units in each series of Notes to ensure that the Fund's investment allocation to Notes is fully invested and, to the extent that it holds fractions of units which are in excess of the entitlement of the Fund, it will hold such fractions on behalf of the Administrator.

The guaranteed return on maturity on the Notes Maturity Date on each unit of the Notes is the higher of:

- 100% of the nominal value of the unit;
- 108.6957% of the highest level of the "portfolio index" of the unit for the period until the closing date (defined in section 6); and
- the level of the "portfolio index" on the maturity date.

The guaranteed return applies only on the maturity of the Notes and not on their earlier redemption. There is no third party guarantee and the only guarantee is that provided by the Notes Issuer within the terms of the Notes themselves. The guarantee by the Notes Issuer only extends to the return on the Notes and there is no guarantee, whether by the Notes Issuer or any other party, of the performance of the underlying funds or of the return on an investment in the Fund or in any Sub-Fund.

Investment in the Notes, and early redemption of the Notes, are both subject to a minimum of £50,000, \$50,000 or €50,000 (depending on the currency of denomination of the relevant series of Notes).

Early redemption of any of the Notes prior to their maturity date will attract an Early Close-Out Fee as described in the applicable indicative term sheet, as referred to above.

The costs of providing the currency hedging will be charged against the relevant series of Notes.

Because of the anticipated nature of the proposed currency hedging arrangements, it is possible that breakage costs will be incurred where hedging contracts are required to be broken in order to finance the redemption of Notes. In such circumstances, the breakage costs will be passed on and reflected in the valuation of the relevant series of Notes.

### B. The Portfolio of Funds

Underlying each series of the Notes is an investment in a currency hedged portfolio of funds.

The portfolio will consist of:

- funds initially selected by the directors of the Fund; and
- financial instruments to provide currency hedging arrangements to negate any volatility associated with currency fluctuations on the funds when compared to the base currency of the relevant series of Notes.

The initial allocation within the portfolio of funds will be between the "Millburn Futures Fund", the "ABN AMRO Emerging Markets Bond Fund (USD)" and the "Gartmore Selected European Opportunities Fund".

The managers of the three funds are:

- Millburn Ridgefield Corporation - Millburn Ridgefield Corporation and its affiliated entities are the corporate successors to a money management firm established in 1971. The firm's investment methodology stresses a disciplined, quantitative and systematic approach to money management in a variety of global markets. As at January 2005 Millburn managed approximately \$1.2 billion of assets in its managed futures, fund of hedge funds, equity and currency overlay programs of which approximately \$350 million represents the personal funds of the firm's principals, employees, former employees and affiliates (collectively "Inside Assets"). Approximately \$925 million of Millburn's assets under management are in its managed futures programs of which \$125 million are Inside Assets. Each of Millburn's nine principals averages over 17 years at the firm;
- ABN AMRO Asset Management - ABN AMRO Asset Management is the separately organised investment management division of ABN AMRO Bank. With origins dating back to 1824, ABN AMRO Bank is among the 10 largest banks in Europe and has over 3,400 branches and 100,000 employees in over 60 countries worldwide and assets of about \$630 billion in capital as at December 2004. ABN AMRO Asset Management has significant experience in managing money for over 1500 institutional clients including central banks, pension funds, insurance companies and other institutions. ABN AMRO Asset Management manages €161 billion in segregated accounts (as at December 2004);
- Gartmore - Gartmore Group is a global investment organization committed to delivering maximum returns through a highly disciplined investment process; the business offers a wide range of investment products and services, tailored to meet the needs of both institutional and retail investors and, as at 30th September 2004, had assets under management of £41.1 billion; Gartmore Group has offices in the UK, US, Germany, Jersey, Spain and Japan with over 180 highly skilled investment professionals; Gartmore Group is owned by US insurance giant, Nationwide Mutual Insurance Company, a Fortune 500 company (all information as at December 2004).



Prospective investors may obtain copies of the information memoranda and other materials relating to the above funds from the Administrator, upon request.

## 20. Investment Restrictions

Each Sub-Fund will invest in the series of the Notes denominated in the same currency as that Sub-Fund. Apart from any interest rate hedging instruments, the Sub-Funds will not invest in anything other than the Notes.

The directors will ensure that each Sub-Fund is fully invested and, in particular, will procure that the Custodian always holds a whole number of units in each series of Notes as referred to in section 19A.

All investments will be made after provision for marketing and sales fees.

## 21. Gearing Arrangements

The directors have the power to borrow, for the account of each Select Sub-Fund, an amount equal to 100% of each sum invested in such Sub-Fund.

It is intended that each subscription into a Select Sub-Fund will be matched by a gearing loan equal to 100% of the relevant subscription. The majority of the subscription moneys and the 100% gearing loan will be invested in the Notes.

The directors of the Fund have reached conditional agreement in principle with the Gearing Bank regarding a gearing facility on what they consider competitive terms. The availability of the facility is subject to agreement of formal legal documentation

The principal terms of the proposed facility are as follows:

- maximum amount available for drawdown is £15 million available to be drawn down in sterling, dollars or euros on any day up to 28th April 2006, whereupon any undrawn amount will be cancelled;
- initially, the gearing loans are repayable on demand, subject to conversion to a term loan repayable on the Notes Maturity Date upon the occurrence of certain events (including the option of the Gearing Bank and, subject to a minimum £250,000 (or currency equivalent), the option of the Fund) or, if conversion has not occurred sooner, on 28th April 2006;
- the principal, interest and other costs in relation to each gearing loan (with the exception of the arrangement fee) are intended to be rolled up until the redemption of the relevant Notes and then to be paid out of the redemption proceeds;
- the interest payable to the Gearing Bank on the outstanding balance of the gearing loans will be 1 per cent per annum over the Gearing Bank's cost of funds;
- prepayments would be permitted without penalty (but see below in relation to hedging breakage costs), subject to a minimum tranche of £250,000 or currency equivalent;
- the gearing loan in respect of each Select Sub-Fund will be secured only on the Notes and other assets held by that Sub-Fund and the Gearing Bank will not have recourse to any assets of the Fund other than such Notes and other assets in order to procure repayment of such gearing loan;
- an arrangement fee in the sum of £15,000 will be payable by the Fund, of which half will be payable upon the signing of formal facility documentation and the balance six months later (see section 30E regarding the arrangements for settlement of this fee);
- the Fund is not permitted to change its administrator, manager or custodian without the prior consent of the Gearing Bank.

In respect of each gearing loan which has converted into a term loan, the Fund will enter into interest rate hedging arrangements to ensure that each Select Sub-Fund has sufficient assets to repay the principal and interest on the indebtedness attributable to it. Because of the anticipated long term nature of the proposed interest rate hedging arrangements, it is possible that breakage costs will be incurred where hedging contracts are required to be broken in order to finance the redemption of Shares. In such circumstances, the breakage costs will be passed on to the shareholders effecting such redemptions.

# PART 4: VALUATION AND DEALING

## 22. Net Asset Value

The assets of each Sub-Fund will be valued in the Isle of Man as at 5 p.m. on the last business day of each calendar month and on such other occasions as the directors may determine (each a "Valuation Day"). On or before the fourth business day following the day in each calendar month upon which the Calculation Agent receives information from the managers of the underlying funds (each a "Reporting Day"), the Calculation Agent will deliver to the Fund a valuation of the Notes as at such Valuation Day. Such valuation shall be in the form of a percentage of nominal value.

The net asset value of each Managed Guaranteed Sub-Fund as at each Valuation Day will be calculated by: multiplying the nominal value of the Notes held by such Sub-Fund by the percentage stated in the most recent Calculation Agent valuation; and adding the amortised marketing and sales costs (see below).

The net asset value of each Select Sub-Fund as at each Valuation Day will be calculated by: multiplying the nominal value of the Notes held by such Sub-Fund by the percentage stated in the most recent Calculation Agent valuation; adding the amortised marketing and sales fees (see below); and then deducting from the resultant figure the outstanding principal, accrued interest and other accrued costs on the indebtedness attributable to the relevant Sub-Fund.

For the purposes of calculating the net asset value of a Sub-Fund, the total amount payable in respect of Shares of that Sub-Fund which have been redeemed or whose allotment has been cancelled will, from the time at which such Shares are deemed to cease to be in issue until such amount is paid, be deemed to be a liability of the relevant Sub-Fund.

For the purposes of calculating the net asset value of a Sub-Fund, marketing and sales fees (including introductory fees paid to introducers via the Promoter) of up to 8 per cent of sums available to be invested in Notes will be amortised over a period of five years. The cost of marketing and sales fees is deducted from the sums available to be invested in Notes prior to the purchase of Notes.

Any redemption penalties or other penalties or charges payable by investors will be retained by the relevant Sub-Fund and charged to deferred acquisition costs. For the purposes of the statutory accounts, such costs will be written off as incurred and a reconciliation to the net asset value of a Sub-Fund will be contained in the statutory accounts. In addition, the directors may, in their discretion, apply such adjustment in respect of the breakage costs of any hedging contract which the Fund is required to break in order to effect any redemption as they may consider appropriate in the circumstances.

## 23. Offer Price and Redemption Price

From the expiry of the Initial Offer until the Closing Date, Shares in all of the Sub-Funds will be issued, on the tenth business day following the related Reporting Day (each a "Dealing Day"), at a price determined by dividing the net asset value of the relevant Sub-Fund (by reference to

the most recent valuation point, being 5 p.m. on the preceding Valuation Day) by the number of Shares of the relevant Sub-Fund in issue or deemed to be in issue, rounded down to three decimal places (the "Offer Price"). Details of the application procedure are set out in section 25D.

Shares will be redeemed on a Dealing Day at a redemption price ("the Redemption Price") equal to the current Offer Price less 1 per cent of the Offer Price on the basis of which the Shareholder originally invested in the relevant Shares. The difference between the Offer Price and the Redemption Price reflects, inter alia, the 1% per cent bid-offer spread applicable to the Notes. Redemptions may be subject to redemption penalties, charges, breakage costs and restrictions as outlined in section 25E.

On the redemption of Shares, the nominal value of each Share will be financed by the issue of a Nominal Share (for which, during the currency of the Administration Agreement, the Administrator has agreed to subscribe). A holder of Nominal Shares is entitled at any time to convert such shares into Shares in a Sub-Fund on any Dealing Day by paying to the relevant Sub-Fund the difference between the current Dealing Price for Shares in that Sub-Fund and the nominal value of the Nominal Shares converted.

## 24. Suspension of Valuation and Dealing

The Fund's directors or the Administrator may suspend the allocation, issue, repurchase and cancellation of Shares of a Sub-Fund and the calculation of the net asset value per Share of that Sub-Fund, if the Fund's directors or the Administrator are of the opinion that there is good and sufficient reason to do so. The Administrator shall cease the allocation, issue, repurchase and cancellation of Shares of the relevant Sub-Fund forthwith upon such suspension.

Shareholders having requested a repurchase (or redemption) of their Shares will be notified in writing of any such suspension within seven days of their request (unless an additional Dealing Day is designated within five days following such suspension) and will be promptly notified upon termination of such suspension. The beginning and end of any period of suspension (except for customary closing of stock exchanges for not more than three days) will be made known at the registered office of the Fund and notified to any shareholders affected (unless an additional Dealing Day is designated within five days following such suspension).

## 25. Dealing Procedures

### A. Dealing

After the Initial Offer, Shares in the Sub-Funds will be dealt in at prices based upon the underlying investments of the relevant Sub-Fund.

Issues, purchases, redemptions and repurchases of Shares will take place on Dealing Days, subject to a restriction on redemptions of Shares in the first year following their date of issue. The directors of the Fund have discretion to designate alternative or additional Dealing Days at any time. Redemptions of Shares may be subject to penalties and charges, as described in section 25E.

Transactions will normally take place at the current Offer Price (in the case of issues or purchases) or Redemption Price (in the case of redemptions or repurchases) on the relevant Dealing Day (or, if no price is available at that time, due to a suspension or revaluation, at the next available price).

The Administrator reserves the right to reject any application to purchase any Shares or to redeem any Shares if this would result in a shareholding which is below the required minimum level or if the deal value is below the minimum dealing level (see section 26).

The directors of the Fund wish to ensure that subscription monies are invested as promptly as possible in order that Shares track as closely as

possible the value of the underlying investments and that investors receive the benefit (if any) of the performance of those investments as quickly as possible. Therefore, notwithstanding that the applicant will not be a shareholder of the relevant Sub-Fund but subject to any limitations arising out of the minimum Notes investment amount referred to in section 19A, the Sub-Fund will use that applicant's subscription monies for investment during the period between the receipt thereof and the date when the Shares are actually issued.

In these circumstances, the applicant is deemed to have made an irrevocable loan of the subscription monies to the Sub-Fund for these purposes. As soon as Dealing Day prices become available, the Scheme will redeem the loan and apply the proceeds in the purchase or subscription of the appropriate number of Shares, based on the prices on the relevant Dealing Day. The applicant will not receive any interest on the loan, but will be treated as participating in the profits of the Sub-Fund from the relevant Dealing Day.

In the event that the Sub-Fund is wound up before the investor is issued with Shares, the investor's claim against the Sub-Fund under the loan shall rank *pari passu* with the claims of other unsecured creditors. However, if the Sub-Fund is so wound up, the sole entitlement of such investor will be to repayment of his subscription monies and he shall not be entitled to the benefit of the increase in net asset value (if any) of the relevant Sub-Fund from the date of subscription to the date of winding up.

The particular attention of investors is drawn to section 28 (Risk Factors), which contains important information in relation to redemptions, including details of restrictions on redemption and penalties and charges which apply in specific circumstances.

## B. Currency of Payment and Foreign Exchange Transactions

Where payments in respect of purchase or redemption of Shares are tendered or requested in a freely transferable currency other than the currency of the relevant Sub-Fund, the necessary foreign exchange transaction will be arranged by the Administrator for the account of, and at the expense of, the applicant at the time the application is received and accepted. The Administrator will take no responsibility for the rate of exchange obtained.

## C. Communications

All communications regarding the issue, purchase, redemption or repurchase of Shares must be made to the Administrator whose details appear in section 35B.

## D. Application Procedure

Applications for Shares should be made to the Administrator by 5 p.m. on the tenth business day prior to the relevant Dealing Reference Date. Applications are conditional on the Administrator being in receipt of cleared funds by 5 p.m. on the fifth business day prior to the relevant Dealing Reference Date and are subject to certain restrictions as set out below.

As referred to in section 19A, investment in a series of Notes denominated in a particular currency is subject to a minimum of £50,000, \$50,000 or €50,000, according to the currency of denomination of the relevant series of Notes. As a result, if on any Dealing Day the aggregate of the subscription moneys received (but not already invested) in respect of Shares in the Managed Guaranteed Sub-Fund of a particular currency, the subscription moneys received (but not already invested) in respect of Shares in the Select Sub-Fund of the same currency and the corresponding gearing loan is less than the relevant minimum Notes subscription amount, then the applications to which those moneys relate will be held over until the next Dealing Day and, subject to any other restriction that might apply and to all other requirements being met and assuming that the relevant minimum Notes subscription is then met, will be dealt with on that day.



Unless the Fund's directors in their absolute discretion determine otherwise in any case, applications for the issue or purchase of Shares received after 5p.m. on the tenth business day prior to any Dealing Reference Date, or in respect of which cleared funds have not been received by 5 p.m. on the fifth business day prior to the relevant Dealing Reference Date, will be held over until Dealing Day following the next Dealing Reference Date and, on acceptance by the Administrator and subject to the restriction set out above, will be dealt with at the Offer Price ruling on that day. Interest will not be paid on moneys awaiting investment.

Applications should be made by completing the Application Form provided and sending it to the Administrator by post or by fax (followed by post) duly completed. An acknowledgement of the investment will be made by the issue of a contract note, which will be sent to the applicant with a duplicate to the applicant's authorised agent, if one is appointed. Payment for Shares may be made by cheque, bankers draft or telegraphic transfer.

Applications made by persons who are not Experienced Investors will be rejected.

No applications will be accepted after the Closing Date.

## E. Redemption Procedure

The Administrator will generally redeem Shares on any Dealing Day. However, redemptions of Shares in the first year following their date of issue will not generally be permitted, unless specifically approved by the Fund's directors in their absolute discretion, and redemptions of Shares are subject to certain limitations, as outlined below.

Requests to redeem Shares should be made to the Administrator not less than fifty days prior to the relevant Dealing Reference Date and may be made by telephone, facsimile or in writing. Telephone and facsimile requests must be immediately confirmed in writing. Each redemption request must specify the name and personal account number of the holder of Shares and the number of Shares to be redeemed.

Requests for redemption received not less than fifty days prior to a Dealing Reference Date and accepted by the Administrator will, save as outlined below, be dealt with at the relevant Redemption Price ruling on the relevant Dealing Day upon which redemption is requested. Requests for the redemption of Shares received less than fifty days prior to the Dealing Reference Date will be held over until the Dealing Day following the next Dealing Reference Date and, on acceptance by the Administrator and subject to the limitation outlined below, will be dealt with at the Redemption Price ruling on that day.

Upon receipt of a redemption request, the Fund shall seek to redeem the corresponding Notes and the Fund shall be under no obligation to redeem the relevant Shares unless and until it shall have received the redemption moneys in respect of the corresponding Notes, save that, where Notes cannot be redeemed because the amount is less than the minimum of £50,000, it is intended that the Promoter will finance the relevant redemption of Shares. Upon early redemption of the Notes prior to the Notes Maturity Date, the guaranteed level of return will not apply and the Fund may receive less than the amount of its original corresponding investment in the Notes with a consequential reduction in the redemption proceeds payable to a redeeming shareholder.

Save where the directors of the Fund in their absolute discretion determine otherwise, redemptions of Shares will be subject to a redemption penalty calculated as a percentage of the sum available to be invested in Notes (prior to the deduction of sales and marketing fees) in respect of the relevant Shares. Redemptions of Shares will not normally be permitted in the first year following the date of issue. From the start of the second year, the redemption penalty commences at 8 per

cent and reduces by 0.5 per cent per quarter to zero per cent at the end of five years. In tabular form, this may be illustrated as follows (bearing in mind the fact that the table does not show the quarterly reductions in the levels of redemption penalty during the course of each year):

During Year 1	Redemption not permitted
At start of Year 2	8 per cent redemption penalty
At start of Year 3	6 per cent redemption penalty
At start of Year 4	4 per cent redemption penalty
At start of Year 5	2 per cent redemption penalty
From start of Year 6 onwards	No redemption penalty.

The amount of any redemption penalty is intended to include reimbursement of the relevant Sub-Fund for marketing fees and expenses and introducers' fees which may have been paid via the Promoter on the initial allotment of the Shares in question and will be credited to the Sub-Fund whose Shares have been redeemed.

In addition to any redemption penalty, redemptions may also be subject to a further penalty in circumstances where the Fund has had to break a hedging contract in order to finance redemptions and has incurred breakage costs. In such circumstances, the directors may apportion the breakage costs between redeeming shareholders as they reasonably consider appropriate.

Redemptions of Shares in Select Sub-Funds will also be subject to charges in respect of reimbursement of the Promoter for the arrangement fee for the gearing facility and interest thereon, as outlined in sections 21 and 30E.

Where a request for redemption is received in respect of part of a Shareholder's holding of Shares, such application will be treated as an application that the Shares first subscribed shall be those first redeemed.

On any Dealing Day the Fund may, but is not bound to, redeem Shares representing more than 5 per cent of the Shares of a Sub-Fund then in issue. If the number of redemption requests exceeds this limit, the requests may be reduced proportionately. Any requests not redeemed in full on the first Dealing Day will be carried forward to each succeeding Dealing Day until complied with in full. Requests carried forward from an earlier Dealing Day will be given priority over later redemption requests.

Requests to redeem, once made, may only be withdrawn in the event of a suspension or deferral of the redemption of Shares.

The Administrator may redeem compulsorily the Shares of any shareholder by not less than 30 days' prior written notice to that shareholder. Shares are also subject to the target redemption feature described in sections 7 and 25F.

If the aggregate subscription moneys received in respect of Shares in any Sub-Fund has not reached £5 million, \$5 million or €5 million (depending on the currency of the relevant Sub-Fund) on or before 31st December 2005, the Fund reserves the right to close such Sub-Fund by redeeming the underlying Notes, notwithstanding any penalties or charges applicable to any such early redemption, and, out of the proceeds of redemption of such Notes, to redeem the Shares of such Sub-Fund subject to any redemption penalties and other charges that may apply to such redemption. If the directors consider it to be practicable, the Fund may offer to amalgamate a Sub-Fund with one or more of the other Sub-Funds, rather than closing it as outlined above.

## F. Target Redemption Procedure

In the event of the target redemption feature outlined in section 7 being triggered in respect of any Sub-Fund by the achievement of the Trigger Price within the relevant required timescale, the Shares in that Sub-Fund shall be compulsorily redeemed in accordance with this section 25F.

The Redemption Price for compulsory redemption under this section 25F shall be the amount of the net proceeds of redemption of the Notes held in respect of that Sub-Fund received from the Notes Issuer after settlement of all indebtedness, interest, borrowing charges and interest rate hedging breakage costs attributable to that Sub-Fund divided by the number of Shares in that Sub-Fund in issue at the relevant time.

The proceeds of compulsory redemption under this section 25F shall be paid to the Shareholder appearing on the register of members of the Fund as the holder of the relevant Shares at the relevant time or, in the case of joint registered members, the first named such holder. Payments will normally be made in the currency of the relevant Sub-Fund within five business days of settlement of the last indebtedness, interest and charges attributable to the relevant Sub-Fund to be settled.

The net proceeds of compulsory redemption will be sent by telegraphic transfer at the expense and risk of the registered shareholder(s) to the credit of the bank account of the first named registered shareholder or (if the Company does not have details of such bank account) by cheque sent by post at the expense and risk of the registered shareholder(s) to the address of the first named registered shareholder appearing on the register of members.

To the extent that any provisions of this section 25F are inconsistent with any provisions of sections 25E and/or G, the provisions of this section 25F shall prevail.

## G. Settlement

Payment of the redemption proceeds (net of any redemption penalties, charges and/or interest rate hedging breakage costs, if applicable) will be made to the relevant shareholder upon delivery of the required written instructions.

Payments will normally be made in the currency of the relevant Sub-Fund, or in a freely transferable currency as requested by the shareholder, within five business days of the relevant Dealing Day. Any costs in respect of currency conversions will be borne by the shareholder.

Repurchase proceeds will be sent by telegraphic transfer at the expense and risk of the shareholder (in the case of joint registered shareholders, the first named registered shareholder) to the credit of the bank account of the first-named registered shareholder or by cheque (at the request of the shareholder).

## 26. Minimum Investment

The minimum investment in Shares in the Sterling Sub-Funds, the Dollar Sub-Funds and the Euro Sub-Funds is Shares to a value of not less than £10,000, US\$15,000 or €15,000 respectively. These minimum investments may be reduced to £5,000, US\$7,500 and €7,500 in respect of investments on behalf of insurance company portfolio bonds.

An application for Shares in the Sterling Sub-Funds, the Dollar Sub-Funds or the Euro Sub-Funds made by an applicant who has an existing holding of Shares in the relevant Sub-Fund will not be accepted if it is for less than £5,000, \$7,500 or €7,500 respectively

## 27. Transfers

The transfer of Shares may normally be effected by delivery to the Administrator of an instrument of transfer in a form acceptable to the Administrator together with a specimen signature of the transferee. The register of shareholders may be inspected at the registered office of the Fund.

## PART 5: RISK FACTORS

### 28. Risk Factors

Returns on an investment in a Sub-Fund are not guaranteed by the Fund. Prospective shareholders should consider the risks attached to an investment in a Sub-Fund including, but not limited to, those indicated below. Consideration should be given to whether such risks are suitable for them and prospective shareholders should ensure that they fully understand the contents of these Scheme Particulars.

**In particular, an investment in a Sub-Fund is not intended as a short term investment and redemptions will not normally be permitted in the first year following subscription.** The impact of redemption penalties upon redemption within five years of initial investment would have a significant adverse affect on the amount received by way of net proceeds of redemption in these circumstances.

The majority of the assets of each Sub-Fund are intended to be invested in the Notes (after meeting marketing and sales costs, and interest hedging costs on gearing for Select Sub-Funds). The performance of each Sub-Fund is therefore dependent upon the performance of the Notes. The performance of the Notes is in turn largely dependent on the performance of the underlying funds. Investment decisions made in relation to Notes and/or the portfolio of funds may not prove to have been successful or correct.

It is the intention that the Notes are purchased by the Sub-Funds; investors in the Fund will not have a direct holding in the Notes. The Notes Issuer and the Calculation Agent are not promoting or endorsing the Fund and do not guarantee the returns on an investment in a Sub-Fund.

The guaranteed return on the Notes applies only on their maturity on the Notes Maturity Date and not on their earlier redemption. It relates only to payment obligations of the Notes Issuer and is not a guarantee of performance of the underlying funds or a guarantee that the Fund, as holder of the Notes, will receive any amounts in excess of the initial investment in the Notes. Prospective investors should be aware that, if the Notes are not held to maturity or are otherwise redeemed early, there is no guaranteed payment or other principal protection. Investors may receive less than their original investment.

The Notes also entail credit risk in the Notes Issuer; in the event of the Notes Issuer's default, the holder of the Notes will rank as an unsecured creditor and consequently any amounts invested would be at risk.

To the extent that the Notes Issuer is unable or unwilling to redeem any of the Notes, the Fund will be unable to redeem a corresponding value of Shares, save that, where the Notes Issuer will not redeem Notes because the amount is less than the minimum of £50,000, it is intended that the Promoter will finance the relevant redemption of Shares. There are also other circumstances in which the ability to redeem Shares may be restricted. Compulsory redemptions of Shares may also be made by the Administrator, as described in section 25E.

Investment in Select Sub-Funds includes gearing of 100% of the investment made. The directors have arranged loan facilities on competitive terms to provide the gearing. The Fund intends to enter into interest rate hedging arrangements, which may include fixing the rate, capping the rate or any other strategy considered appropriate by the directors. The primary objective of the interest rate hedging will be to ensure that the risk of adverse interest rate movements in the future does not affect the ability of the relevant Select Sub-Fund to repay the loan and associated costs, including interest payments. However, there is a risk that, following repayments of loan capital and costs of borrowing, including interest, on the gearing, the redemption proceeds before or on maturity could be considerably lower than the initial investment.



Notwithstanding that the interest rate risk is intended to be hedged, it is possible that the hedging strategy employed will involve an arrangement whereby the relevant Select Sub-Fund pays a higher short term interest rate in return for long term certainty or alternatively allows the Sub Fund to benefit from short term rates up to a given level of interest rates. From this perspective, investors in the Select Sub-Funds may be exposed to an element of interest rate risk.

In addition, during the initial phase of the gearing facility, where drawings under the facility may be under the "on demand" option, drawings may be subject to floating interest rates and, whilst this will be carefully managed and limited, investors may be exposed to an element of interest rate risk.

It must be noted that the gearing loan facilities described in these Scheme Particulars have only been agreed in principle and are subject to a number of conditions before they become legally binding on the Gearing Bank. In the event that the gearing facilities do not become available and the Fund is unable to arrange alternative gearing facilities upon substantially the same terms, it is likely that the Fund will not proceed and that applicants' subscription moneys will be returned without interest.

References in these Scheme Particulars to "guaranteed" returns are to returns on the Notes and do not take into account the impact of the costs of gearing in relation to the Select Sub-Funds.

In the event of a redemption of Shares in a Select Sub-Fund, the Fund will have to redeem such value of Notes as will be sufficient to ensure that the gearing loan in respect of such Sub-Fund is reduced pro rata to the Shares redeemed. In such circumstances, the redeeming shareholder will also be liable to the Fund for any costs incurred by the Fund as a result of breaking and resetting the interest rate hedging instruments entered into by the Fund. The costs of this are entirely variable and dependent upon the prevailing market conditions.

The Gearing Bank will only permit repayment of gearing loans in minimum tranches of £250,000 (or currency equivalent). Where the amount of the gearing loan to be repaid in connection with the redemption requests in respect of Shares in a Select Sub-Fund received on any Dealing Day is less than such minimum level, the Fund will redeem sufficient Notes to finance the redemption price of the relevant Shares and to repay the corresponding amount of gearing loan. The gearing loan repayment amount will then be held on deposit until such time as that amount, together with all other such amounts, aggregates the minimum prepayment amount as aforesaid, whereupon the aggregate amount will be repaid to the Gearing Bank. During such periods, the sums so held on deposit will not be invested in Notes and, to that extent, the relevant Select Sub-Fund will not be fully invested.

If the aggregate subscription moneys received in respect of Shares in any Sub-Fund has not reached £5 million, \$5 million or €5 million (depending on the currency of the relevant Sub-Fund) on or before 31st December 2005, the Fund reserves the right to close such Sub-Fund by redeeming the underlying Notes, notwithstanding any penalties or charges applicable to any such early redemption, and, out of the proceeds of redemption of such Notes, to redeem the Shares of such Sub-Fund subject to any redemption penalties and other charges that may apply to such redemption. In such circumstances, investors are likely to receive back significantly less than the amount of their original investment.

The "guaranteed" minimum levels of return in relation to the Notes only operate on the maturity of the Notes on the Notes Maturity Date and not on earlier redemption of any Notes or of any Shares.

Changes in interest rates may make zero coupon bonds more expensive to acquire and the composition of the portfolio of investments underlying the Notes may have to be rebalanced in favour of zero coupon bonds and away from funds earlier than would otherwise be the case; this is likely to have an adverse effect on the performance of the Notes.

The closer the Fund gets to maturity, the more expensive the "guarantees" in the Notes become to provide; therefore, the composition of the portfolio of investments underlying the Notes is more likely to be rebalanced in favour of zero coupon bonds and away from funds in order to secure the "guarantees" on the Notes.

In certain circumstances, unrelated to interest rates or the maturity of the Notes, assets in the portfolio of investments underlying the Notes may be reallocated to zero coupon bonds; this is likely to have an adverse effect on the performance of the Notes.

The price of the Shares may go down as well as up due to market fluctuations and other considerations. This and the Fund's charging structure may be contributory factors to an investor receiving less than the amount of the original investment on a redemption of Shares.

The net proceeds of the target redemption procedure may be more or less than that calculated by simply multiplying the relevant Reference Price by the number of Shares held, as a result of (among other things) the impact of the settlement of indebtedness, interest, charges and breakage costs and the fact that the price of the Notes may change as a result of movements in the value of the underlying investments between the date on which the Trigger Price was achieved and the date of redemption of the Notes.

The Fund is a newly incorporated company with no operating history.

None of the Sub-Funds are intended to be a complete investment programme.

An investment in the Fund is not protected against the effects of inflation.

The Sub-Funds and the underlying series of Notes are priced in sterling, US dollars and euros. Although it is anticipated that the Notes will incorporate appropriate currency hedging arrangements, such arrangements may not be available on acceptable terms and there may be an element of currency exchange risk. In addition, to the extent that hedging contracts have to be broken in order to finance redemptions, it is likely that breakage costs will be suffered that will be reflected in the value of the Notes.

Although the Gearing Bank is only entitled to have recourse to the assets of the relevant Sub-Fund in order to procure repayment of a particular gearing loan (as described in section 21) and each Sub-Fund will generally be treated as bearing its own liabilities, the Fund will remain liable as a whole to third parties for all liabilities of the Fund. Except where expressly agreed to the contrary (as in the case of the gearing loans), the rights of creditors of the Fund will not be limited in recourse to the assets of a particular Sub-Fund and therefore, in seeking satisfaction of amounts due to it, a creditor could proceed against any assets of the Company, including assets attributable to other Sub-Funds.

The Fund, the Promoter and their officers and agents are responsible for ensuring compliance with all applicable laws and regulations which may apply in respect of the sale or marketing of the Notes in any jurisdiction, including compliance with any registration or notification requirements. Neither the Notes Issuer nor the Calculation Agent nor any of their affiliates or subsidiaries has any such responsibility nor will they incur any liability in the event of any such non-compliance.

If the assets of the Fund reduce to below a certain level, the Fund may reach such a size that its ongoing running costs make it uneconomic for the Fund to continue. In such circumstances, the directors will be forced to wind up the Fund, notwithstanding the fact that such action may result in the imposition of charges and penalties which would not otherwise be applicable.

There is a theoretical possibility in exceptional circumstances that, in the event of an unforeseen and extraordinary rise in the level of interest rates, the gearing applied to the Select Sub-Funds will be fractionally less than 100 per cent.

In addition to being directors of the Fund, Meryl Thomas is a shareholder in the Promoter, Michael Richardson has interests in a company and a trust which are shareholders in the Promoter and Andrew Ashworth is a director of the Administrator. There may, therefore, be potential for conflicts of interest to arise, but the directors of the Fund and the Administrator will always endeavour to ensure that the interests of the shareholders of the Fund are protected.

## PART 6: OTHER INFORMATION

### 29. Taxation

The following summary is based on the law and practice currently in force in the Isle of Man and is subject to changes therein.

#### A. General

The statements on taxation below are intended to be a general summary of certain Isle of Man tax consequences that may result to the Fund and shareholders. The statements relate to shareholders holding Shares as an investment (as opposed to an acquisition by a dealer) and are based on the law and practice in force in the Isle of Man at the date of this document. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the Fund is made will endure indefinitely.

**Prospective shareholders should familiarise themselves with and, where appropriate, take advice on the laws and regulations (such as those relating to taxation and exchange controls) applicable to the subscription for, and the holding and realisation of, Shares in the places of their citizenship, residence and domicile. The tax consequences for each shareholder of acquiring, holding redeeming or disposing of Shares will depend upon the relevant laws of any jurisdiction to which the shareholder is subject. Investors and prospective investors in the Fund should seek their own professional advice as to this, as well as to any relevant exchange control or other laws and regulations.**

Taxation law and practice and the levels and bases of and reliefs from taxation relating to the Fund and to shareholders may change from time to time.

#### B. Isle of Man

Application has been made to the Isle of Man Assessor of Income Tax for confirmation that the Fund will be exempt from taxation in the Isle of Man for the tax year 2005/2006 under the provisions of the Income Tax (Exempt Companies) Act 1984. The fee payable for this exemption, which is granted on an annual basis, is currently £475. It is the intention of the Fund's directors to apply annually for this exemption, whilst it remains available.

Whilst the Fund remains tax exempt, no persons treated as resident in the Isle of Man for Manx taxation purposes may hold any Shares in the Fund save for persons who are exempt under the Income Tax (Exempt

Insurance Companies) Act 1981, the Income Tax (Exempt Companies) Act 1984, Part II of the International Business Act 1994 or the Limited Liability Companies Act 1996. Trustees of Isle of Man settlements, the income of which arises outside the Isle of Man (or from certain approved sources within the Isle of Man which includes income arising from Isle of Man exempt companies) and which have no Isle of Man resident beneficiaries are currently regarded by the Isle of Man Assessor of Income Tax as not resident in the Isle of Man.

The Isle of Man does not levy taxes on capital inheritances, capital gains, gifts or sales. No Isle of Man tax will be withheld in respect of the payment of any dividends or redemption proceeds. There are no current exchange control restrictions in the Isle of Man.

The Isle of Man Government has announced that it intends to introduce a zero rate of income tax for all companies with effect from 1 January 2006, inter alia, to replace tax exemption under the Income Tax (Exempt Companies) Act 1984.

Amounts payable to the Fund in respect of its underlying investments may be subject to the withholding and other taxes of the jurisdictions where these investments are made. The Fund will aim to minimise taxation on its income and gains to the extent that the directors consider reasonable.

### 30. Charges and Expenses

#### A. Fees on the Notes

The Administrator will receive from the Calculation Agent a basic fee equal to 0.3% per annum of the value (as indicated by the most recent valuation) of the Notes held by the Fund at the relevant time, such fee to be paid quarterly in arrears.

The Administrator will also receive from the Calculation Agent an additional fee equal to 1.2% per annum of the value (as indicated by the most recent valuation) of the Notes held by the Fund at the relevant time, such fee to be paid quarterly in arrears. Such additional fee shall only be payable for as long as the underlying investments of the Notes include an allocation in the portfolio of funds. If the payment of the fee would trigger the disposal of the investment in the portfolio of funds, then the amount of the fee will be reduced to the maximum amount that would be payable without triggering such disposal.

If and to the extent that the Calculation Agent or any associated company receives or is entitled to receive a fee (whether by way of trail commission or otherwise) in connection with the investment of any of the proceeds of the Notes in any of the funds underlying the Notes, the Promoter shall be entitled to receive an amount equal to such fee, which may be paid to it directly by or on behalf of the relevant underlying fund, in order to offset initial costs and future marketing costs.

#### B. Administrator's Remuneration

Out of the fees received by it as referred to in section 30A, the Administrator shall:

- (1) be entitled to retain an amount equal to a maximum of 0.175 per cent per annum of the value of Notes held by the Sub-Funds at the relevant time;
- (2) pay the remuneration (if any) which is payable to the Custodian; and
- (3) pay the balance to the Promoter.

If the fee to be retained by the Administrator (as referred to in section 30B(1)) would otherwise be less than £10,000 in respect of any year, the Promoter shall make up such shortfall.



In addition to the fees received by the Administrator as referred to in section 30A, the Administrator will be entitled to receive the following fees:

- (1) £250 for each board meeting at which a representative of the Administrator attends in excess of 4 per annum;
- (2) £500 in respect of certain mailshots to the holders of Shares;
- (3) £3,000 for any substantial amendment to these Scheme Particulars or any other document utilised by the Fund in connection with the offering of the Shares; and
- (4) in respect of any transaction which is not part of the normal course of administration of the Fund, a charge based on time reasonably spent by the Administrator's officers and employees at the Administrator's hourly charging rates in force from time to time.

### C. Custodian's Remuneration

The Custodian's remuneration is 0.03 per cent per annum of the aggregate net asset values of the Sub-Funds. The Custodian's periodic charges accrue monthly in arrears and are payable within thirty days following each Dealing Day. The Custodian's remuneration is subject to a minimum annual aggregate amount of £6,000.

### D. Directors' Fees and Expenses

Save as mentioned below, each director of the Fund will be entitled to receive the following annual director's fee:

- while the aggregate net asset values of the Sub-Funds are less than or equal to £20 million, £3,000;
- while the aggregate net asset values of the Sub-Funds are in excess of £20 million, £4,500.

In addition to the fees outlined above, each director of the Fund will be entitled to be reimbursed reasonable travel and accommodation expenses incurred by him or her (as the case may be) in connection with his or her attendance at meetings in relation to the Fund.

The directors shall not be entitled to any remuneration at any time when the underlying investments of the Notes do not include an allocation in the portfolio of funds.

The Promoter will meet the cost of these fees and expenses.

### E. General Expenses

The only costs and expenses to be paid out of the property of the Sub-Funds, in addition to those set out above, are: the repayment of principal and the payment of interest on borrowings in relation to the Select Sub-Funds; charges incurred in negotiating, effecting or varying the terms of such borrowings; arrangement fees in respect of such borrowings; and costs arising in connection with the associated security arrangements.

The arrangement fees in relation to such borrowings and certain costs arising in connection with the associated security arrangements will initially be met by the Promoter, until such time as the aggregate nominal value of the Notes held by the Select Sub-Funds first exceeds £5 million, whereupon the Fund will take on responsibility for paying such fees and costs. The Promoter shall be entitled to reimbursement of the amount paid by it on behalf of the Fund in respect of such fees and costs.

The following expenses of the Fund will be met by the Promoter:

- (a) the costs and expenses incurred in obtaining a listing for the Shares on any stock exchange or in publishing the Offer or Redemption Prices;
- (b) any costs incurred in modifying the principal constitutional documents of the Fund;
- (c) the costs incurred in the preparation and publication of any scheme particulars and any substituted or supplementary scheme particulars;
- (d) any costs incurred in respect of meetings of shareholders;
- (e) any charges reasonably incurred by the Custodian in depositing any part of the property of the Sub-Funds in safe-keeping in a country or territory outside the Isle of Man;
- (f) expenses and disbursements of the Custodian incurred in connection with its duties as Custodian of the Fund, including:-
  - (i) the fees, expenses and disbursements of any agent appointed by the Custodian in connection with its duties in relation to the Sub-Funds;
  - (ii) the fees, expenses and disbursements of any legal or accountancy adviser, valuer, broker or other professional person appointed by the Custodian in connection with its duties in relation to the Fund;
  - (iii) all other expenses and disbursements bona fide incurred by the Custodian in connection with the Fund;
- (g) the fees and expenses of the auditor of the Fund and the Sub-Funds;
- (h) the costs incurred in publishing annual and interim reports;
- (i) the costs incurred in keeping the register;
- (j) the costs incurred in administering the Fund and the Sub-Funds;
- (k) expenses and disbursements of the Administrator incurred in connection with its duties as administrator of the Fund;
- (l) the fees of the Financial Supervision Commission or of any regulatory authority in a country or territory outside the Isle of Man in which Shares are or may be marketed; and
- (m) the preliminary expenses of the Fund (estimated at approximately £70,000).

### F. Allocation of Charges and Expenses

Any expenses which are paid out of the assets of the Fund (and any sums received which are not attributable to one Sub-Fund only) shall be allocated amongst the Sub-Funds in such a way as the Administrator considers to be fair to shareholders in the various Sub-Funds. Expenses may be paid out of income or capital at the discretion of the Administrator.

### G. Value Added Tax

All fees and charges will, where appropriate, be subject to VAT in the United Kingdom or the Isle of Man, currently levied at 17.5 per cent. Such VAT will be paid by the Fund.

## 31. General Information

### A. Directors

The board of directors of the Fund shall be composed of at least two persons.

Directors may be removed or replaced at any time by resolution of the holders of Management Shares.

There is no age limit or share qualification for directors.

The Fund's directors are vested with all powers to perform all acts necessary or useful for accomplishing the Fund's investment objectives.

To the extent permitted by the Companies Acts 1931 to 2004, the Fund may indemnify any director or officer out of the property of the Fund against all losses or liabilities which he may sustain or incur in relation thereto.

At no time will a majority of the Fund's directors be resident in the United Kingdom nor will a meeting of its directors be validly constituted unless a majority of the directors present at the meeting is not resident in the United Kingdom nor will the board of directors meet in the United Kingdom.

## B. Dealings in Shares by the Administrator

Subject to the taxation status of the Fund not being prejudiced thereby, the Administrator may, as principal, acquire and hold Shares and may at its sole discretion satisfy, in whole or in part, an application or request:

- (a) for the purpose of the buying of Shares by the applicant, by effecting a transfer to the applicant of Shares owned by the Administrator at a price determined by it, but in no circumstances to be greater than the relevant Offer Price;
- (b) for the purpose of a redemption of Shares by a shareholder, by buying such Shares from the shareholder at a price determined by the Administrator, but in no circumstances to be at a price less than the relevant Redemption Price.

The Administrator is under no obligation to account to the Fund or to the shareholders for any profit which it makes on the issue of Shares or on the re-issue or cancellation of Shares which it has repurchased.

## C. Amendment to the Fund's Articles of Association

The Fund's Articles of Association may be amended at any time by a resolution of a meeting of the holders of Management Shares subject to the quorum and voting requirements provided by Isle of Man law.

Written notice to shareholders of the effectiveness of each amendment of the Articles of Association shall be provided with the next statement of account following its effectiveness. Such notice shall either state the text of amendments or summarise its content and provide that the complete text of the amendment shall be sent to any shareholder upon request.

## D. Winding up

The Fund may be wound up if a special resolution of the holders of Management Shares so determines.

On a winding up, the assets available for distribution amongst the shareholders shall be applied by the liquidator in the following priority:

- (a) firstly, in the repayment *pari passu* to the holders of Shares of sums up to the nominal amount paid up thereon;
- (b) secondly, in the repayment *pari passu* to the holders of Nominal Shares of sums up to the nominal amount paid up thereon;
- (c) thirdly, in the repayment *pari passu* to the holders of the Management Shares of sums up to the nominal amount paid up thereon;
- (d) fourthly, in the payment to holders of Shares of any surplus of assets then remaining attributable to the Shares, such payment being made in proportion to the nominal amounts paid up on such Shares;
- (e) fifthly, in the payment to the holders of the Nominal Shares of any balance then remaining and not attributable to the Shares, in proportion to the nominal amounts paid up on such Nominal Shares.

## E. Listing and Publication of Prices

The Shares are not presently quoted or listed on any stock exchange and no such listing is currently intended. However, the Offer Price and/or Redemption Price may be published in the relevant sections of the Financial Times, Reuters, Bloomberg or other agencies.

## F. Business Day and Time

References herein to a 'business day' means a day other than a Saturday or Sunday or a day which is a public holiday in the Isle of Man or a day falling within a period of suspension of the determination of the net asset value of Shares, as described in section 24. References in these Scheme Particulars to time are to time in the Isle of Man.

## G. Data Protection

Shareholders' details may be passed by and between the Fund, the Promoter, the Administrator and the Custodian in order to enable those persons to perform their designated functions in relation to the Fund. In addition, please note that the names of shareholders will be added to a mailing list which may be used by the Promoter to send details of new and existing products. If shareholders do not want to receive such details, they should notify the Promoter in writing.

## 32. Material Agreements

The Fund has entered into agreements dated 24th March 2005 with:

- (a) the Administrator and the Promoter, whereby the Promoter agrees to act as a financial intermediary for the Fund and to underwrite certain costs of the Fund in return for the consideration described above;
- (b) the Administrator, whereby the Administrator agrees to provide management and administration services to the Fund in return for the consideration described above; and
- (c) the Custodian, whereby the Custodian agrees to provide custodian services in return for the consideration described above.

The agreement referred to at (a) above is terminable at any time upon notice by the Fund or the Promoter, the agreement referred to at (b) above is terminable upon 180 days' notice by either party and the agreement referred to at (c) above is terminable upon ninety days' notice by either party. The agreements contain indemnities in favour of the Promoter, the Administrator and the Custodian generally in the absence of negligence, fraud or wilful default on their part.

At least 30 days' advance notice will generally be given to shareholders of any proposal to change the Administrator or Custodian or to vary materially the agreements set out above or the fee arrangements described herein.

## PART 7: DIRECTORS' RESPONSIBILITIES, CONSENTS, ETC

### 33. Directors' Responsibilities, Consents, etc.

The Fund's directors and the Administrator are responsible for the information contained in this document. To the best of the knowledge and belief of such directors and the Administrator (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. The directors of the Fund and the Administrator accept responsibility accordingly.

Statements made in this document are based on the law and practice currently in force in the Isle of Man and are subject to changes in those laws.

The distribution of this document and the offering of the Shares may be restricted in certain jurisdictions. It is the responsibility of any person in possession of this document and any persons wishing to make



application for Shares pursuant to this document to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdictions. Prospective applicants for Shares should inform themselves as to the legal requirements and consequences of applying for, holding and disposing of Shares and any applicable exchange control regulations and taxes in the countries of their respective citizenship, residence or domicile.

This document does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer is not qualified to do so to anyone to whom it is unlawful to make such offer or solicitation.

The Fund is an unregulated collective investment scheme as defined in the United Kingdom Financial Services and Markets Act 2000 (the "FSMA"). It has not been authorised or otherwise approved by the United Kingdom Financial Services Authority and, as an unregulated scheme, it cannot be marketed in the United Kingdom to the general public. This document can therefore be issued in the United Kingdom only to persons regulated under the FSMA to carry on investment business and to other categories of investor to whom unregulated collective investment schemes can be marketed without contravening section 238 of the FSMA. The issue of this document in the United Kingdom to any other person in connection with the offer of Shares is an offence. The protections offered by the FSMA do not apply to the Fund and compensation under the United Kingdom Financial Services Compensation Scheme will not be available.

The Shares have not been registered under the United States Securities Act of 1933 and, except in a transaction which does not violate such Act, may not be directly or indirectly offered or sold in the United States of America, or any of its territories or possessions or areas subject to its jurisdiction, or to or for the benefit of a United States person (within the meaning of Regulation S promulgated under the said Act).

The Shares may only be acquired by persons who qualify as Experienced Investors.

For the avoidance of doubt, neither the Notes Issuer nor the Calculation Agent nor any of their affiliates or subsidiaries shall have any responsibility or liability for the distribution of this document and the offering of the Shares in any jurisdiction.

## PART 8: APPLICATION PROCEDURE AND APPLICATION FORM

### 34. Disclosure Statement and Anti-Money Laundering Provisions

#### A. Disclosure Statement

Applicants for shares are required to make the following disclosures to the Administrator:

- (1) I/We acknowledge receipt of the current Scheme Particulars of the Fund which I/we have carefully considered in advance of my/our application and have taken note in particular of the investment policy and, in particular, the risk factors relating thereto.
- (2) I/We hereby confirm that my/our application is made solely on the terms thereof and subject to the Fund's Memorandum and Articles

of Association. I/We acknowledge that any financial intermediary who advised me/us in relation to this application did so as my/our advisor and was not an agent of or acting on behalf of the Fund and/or the Promoter.

- (3) I/We confirm that I/we have the authority to make the investment pursuant to the Application Form whether this investment is my/our own or is made on behalf of another person or institution and I/we confirm that I/we have the right and authority to request redemption of shares of the Fund and that I/we will comply with the redemption instructions set out in the Scheme Particulars.
- (4) The Administrator is hereby authorised and instructed to accept and execute any instructions in respect of the shares to which my/our application relates and the Administrator and the Fund may rely conclusively upon and shall incur no liability in acting upon such notice, request, consent, instruction or other instrument believed by either of them in good faith to be genuine or to be signed by the proper person(s) or duly authorised or properly made.
- (5) I/We irrevocably apply for such number of shares (including fractions) at a price determined in accordance with the Scheme Particulars as may be purchased with the amount subscribed. I/We hereby undertake and agree to accept any number of Shares in respect of which my/our application may be accepted. I/We acknowledge that the Fund reserves the right to reject any application in whole or in part and to restrict or prevent the ownership of shares by any person, firm or corporation in the circumstances outlined in the Scheme Particulars.
- (6) On demand I/we (jointly and severally) promise to pay to the Fund or order the sum of the amount subscribed and pledge the subscribed Shares as security for payment of all sums due hereunder. I/We note that the Fund's Articles of Association contain provisions enabling forfeiture of Shares in the event of non-payment of my subscription.
- (7) I/We warrant that the acceptance of my/our application to subscribe for shares together with the appropriate remittance will not breach any applicable money laundering rules and regulations and I/we undertake to provide verification of my/our identity reasonably satisfactory to the Administrator, if so requested. I/We shall hold the Fund and the Administrator and any other party including the other shareholders harmless and indemnified against any loss arising due to the process of this application if such information as has been required has not been provided by me/us or if, by virtue of my/our holding, I/we are in breach of the laws and regulations of any competent jurisdiction.
- (8) (Applicable where there are joint shareholders) We direct that on the death of one of us, the Shares for which we apply be held in the name of and to the order of the survivor(s) of us or the executors and/or administrator of such survivor.
- (9) I/We declare that the Shares subscribed for are not being acquired directly or indirectly by a person who is resident in the Isle of Man for the purposes of taxation (other than a company exempt from Isle of Man taxation by virtue of the Income Tax (Exempt Companies) Act 1984).
- (10) I/We certify that the Shares are not being acquired directly or indirectly by a US Person (as defined by regulation S of the United States Securities Act of 1933), nor in violation of any applicable law. In particular, (i) I/we understand that the Fund has not been and will not be registered under the United States Investment Company Act of 1940, as amended, and that the Shares have not been and will not be registered under the United States Securities Act of 1933, as amended, or the securities laws of any State of the United States and, unless described otherwise in the Scheme Particulars, the Shares may not be offered, sold, transferred, assigned or delivered, directly or indirectly, in the United States or to a US Person at any time; (ii) I am not/none of us is a US Person.

(11) I/We agree to notify the Administrator in writing immediately if I/we become aware that any of the above representations is no longer complete and accurate in all respects and agree immediately either to redeem, or tender to the Fund for repurchase, a sufficient number of Shares to allow the representations to be made.

## B. Anti Money-Laundering Provisions

All subscriptions must comply with all applicable money laundering rules and regulations. The Administrator may, at its absolute discretion, require verification of identity from any person applying to subscribe for Shares (an 'applicant'). The making of an application to subscribe for Shares will constitute a warranty from the applicant that no applicable money laundering rules and regulations will be breached by the acceptance of the appropriate remittance and an undertaking from the applicant to provide verification of identity reasonably satisfactory to the Administrator.

Unless the Fund in its absolute discretion shall otherwise determine, the obligation of the Fund to allot Shares to an applicant is conditional on the Administrator being provided with such evidence within a reasonable time (as determined by the directors) after a request therefor. Accordingly, if this condition is not fulfilled or waived by the Fund, the application by and any allotment of Shares to the applicant will be deemed to have lapsed and the money paid by the applicant will be returned (without interest) to the account of the bank from which such sums were originally debited (but in each case subject to applicable money laundering rules and regulations and without prejudice to any rights the Fund may have to take proceedings to recover in respect of loss or damage suffered or incurred by it as a result of the failure to provide satisfactory evidence as aforesaid).

## 35. Application Procedure

### A. Procedure

Applications for Shares must be made to the Administrator by 5 p.m. on the tenth business day prior to a Dealing Reference Date in order to be processed on the relevant Dealing Day and are conditional on the Administrator being in receipt of cleared funds by 5 p.m. on the fifth business day prior to such Dealing Reference Date. Applicants should note that applications are subject to certain restrictions (as outlined in section 25D), which may result in them not being processed on the next Dealing Day even if the deadlines referred to in this paragraph are met.

An acknowledgement of the investment will be made by the issue of a contract note which will be sent to the applicant with a duplicate to the applicant's authorised agent, if one is appointed.

Payment for Shares may be made by cheque, bankers draft or telegraphic transfer. Subject to the deadlines outlined above being met, applicants will be allotted Shares on the next Dealing Day following receipt by the Administrator of the later of the duly completed Application Form and advice from the receiving bank that cleared funds are available.

An application for Shares in the Sterling Sub-Funds, the Dollar Sub-Funds or the Euro Sub-Funds made by an applicant who does not already have an existing holding of Shares in the relevant Sub-Fund, will not be accepted if it is for less than £10,000, US\$15,000 or €15,000 respectively by value, subject to the reduction of such minimum levels to £5,000, US\$7,500 and €7,500 respectively for insurance company portfolio bonds.

Applicants who wish to apply for Shares in any of the Select Sub-Funds should so indicate in the appropriate place on the Application Form. In the absence of any such indication, it will be assumed that an application is in respect of Shares in the relevant Managed Guaranteed Sub-Fund.

Applications made by persons who are not Experienced Investors will be rejected.

## B. Application Address

The completed application form should be detached and posted or faxed (with the original following by post) to the Administrator:

### Abacus Financial Services Limited

Sixty Circular Road  
Douglas  
Isle of Man IM1 1SA  
Tel No: +44 (0) 1624 689600  
Fax No: +44 (0) 1624 689602  
e-mail: afs@abacusiom.com

## C. Verification Documents Required

The Fund and the Administrator are required to verify the identity of all new investors and applicants are therefore required to produce the following documents which must be attached to their application for Shares:

### Applications via an Authorised Intermediary:

Notification may be provided by the introducer completing an "eligible introducer certificate", which can be obtained from the Administrator by phoning + 44 (0) 1624 689600. If an "eligible introducer certificate" is produced, the verification documents noted below may not be required.

### Individual Investors (for each applicant):

1. Certified signed copy of passport or national identity card; and
2. Original (or certified copy) of a utility bill or bank statement not more than three months old.

### Corporate Investors:

1. Certified copy of the Certificate of Incorporation;
2. Certified signed copy of passport or national identity card of the beneficial owners together with an original (or certified copy) of a utility bill or bank statement not more than three months old for each beneficial owner. Confirmation of percentage of ownership should also be provided (private companies only);
3. Certified signed copy of passport or national identity card of the signatory(ies) and directors (where different from above) together with an original (or certified copy) of a utility bill or bank statement not more than three months old for each individual;
4. Certified copy of the Board Resolution ratifying the investment and the authorised list of signatories; and
5. Certified copies of any Power of Attorney or any other authority affecting the operation of the account.

### Trusts, Pension Schemes and Fiduciary Clients:

1. Certified copy of the extract of the Trust Deed and any relevant Deed of Appointment appointing the Trustees;
2. Certified signed copy of passport or national identity card of all parties to the trust (including any persons with the power to appoint or remove a Trustee) together with an original (or certified copy) of a utility bill or bank statement not more than three months old for each individual;
3. Details of the nature and purpose of the trust; and
4. Certified copy of the resolution to invest in the Fund and the authorised list of signatories.



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# SUB-FUND APPLICATION FORM

Please read the Disclosure Statement and Risk Factors in the Scheme Particulars prior to completing this Application Form.

	1st Applicant	2nd Applicant										
Title (Mr. Mrs. Miss etc.)												
First Forename and Initials												
Surname												
Marital Status												
Previous, maiden or other names												
Nationality												
Company Name (to be completed by corporate applicants only, see guidance notes overleaf)												
Residential Address												
	Post Code:	Post Code:										
Country of usual residence												
Telephone (include STD code)	Home: Work:	Home: Work:										
Email address or Fax No	Email: <input type="checkbox"/>	Email: <input type="checkbox"/>										
Preferred method of contact (Please tick)	Fax No. <input type="checkbox"/>	Fax No. <input type="checkbox"/>										
Date of Birth												
Occupations(s) (if retired please state occupation before retirement)												
Source of funds: (please tick appropriate box)	<table border="1"> <tr> <td>Accrued savings</td> <td></td> <td>Surplus earnings</td> <td></td> <td>Inheritance of other assets</td> <td></td> <td>Sale of Property</td> <td></td> <td>Other</td> <td></td> </tr> </table>		Accrued savings		Surplus earnings		Inheritance of other assets		Sale of Property		Other	
Accrued savings		Surplus earnings		Inheritance of other assets		Sale of Property		Other				
	Please provide details of your source of wealth											

I/We undertake to provide verification of source of funds/wealth to the Administrator if so requested. For large investments (usually over £225,000) a supplemental questionnaire (available from the Administrator) may be required to be completed

Please indicate amount and currency to be invested and into which Sub-Fund:

Sub-Fund	Currency £, \$, €	Currency in words	Amount in figures	Amount in words
Sterling				
US Dollar				
Euro				

Please indicate payment method: Cheque (attached)/Telegraphic Transfer or Bankers Draft  
(for payment details, please see attached Methods of Payment)

If you require the Select Sub-Fund, please tick the box to the right.

	<input type="checkbox"/>
--	--------------------------

## BANK ACCOUNT DETAILS

Please provide details of the bank account to which Redemption Payments should be made:

### Payee Details

Account Name:	Account Number:
Bank/Building Society Name:	
Address:	
Country:	Post Code:
Sort Code/Branch	



I/We hereby apply for the number of Shares in the capital of the Company as may be purchased with the amount subscribed (as above) upon the terms and conditions of the current Scheme Particulars of the Company as at the date of this Application ("the Scheme Particulars"), as available on the Company's website. By completing and signing this application, I/we:

- (1) confirm that I/we have received, read and fully understood the Scheme Particulars and the risks associated with an investment in the Company;
- (2) warrant, represent and agree in terms of the Disclosure Statement as stated in section 34 of the Scheme Particulars;
- (3) confirm that I am/we are Experienced Investor/s as defined in the Scheme Particulars;
- (4) acknowledge that any financial intermediary who advised me/us in relation to this application did so as my/our advisor and was not an agent of or acting on behalf of the Fund and/or the Promoter;
- (5) authorise Abacus Financial Services Limited, its nominees, affiliates and/or its directors and officers to obtain independent verification of any information I/we have provided with respect to this application; and
- (6) agree to the disclosure of personal data as described in the Scheme Particulars.

Signature(s)	<input type="text"/>	<input type="text"/>
Date	<input type="text"/>	<input type="text"/>
Capacity (If applicable)	<input type="text"/>	<input type="text"/>

**SIGNING AUTHORITY**

For joint accounts please indicate signing authority by ticking one of the following boxes:

Any one of us     Any two of us     All of us     Other (please provide details)

In the absence of alternative instructions, the signatures of all parties will be required on all instructions.

Introducer's Stamp Details (if applicable)

**For Administration Use Only:**

TP number	<input type="text"/>	AD number	<input type="text"/>
Amount received	<input type="text"/>	Date received	<input type="text"/>
KYC outstanding:	Utility Bill <input type="checkbox"/>	ID <input type="checkbox"/>	IFA <input type="text"/>

**CORRESPONDENT BANK DETAILS AND METHODS OF PAYMENT**

**The Optima Series 3 Fund plc - Client Account**

Payment may be made for shares by any one of the following methods:

- 1. By cheque or bankers draft. Cheques to be made payable to: AFSL re: The Optima Series 3 Fund plc - Client Account.
- 2. By telegraphic transfer.

Please find attached a bank instruction form that may be forwarded to your bank to action a telegraphic transfer payment.

The name of all applicant(s) should be quoted as a reference to all payments.

On all payments please ensure that a SWIFT MT103 is sent to the Royal Bank of Scotland International Limited SWIFT CODE:RBOSGGSP

STERLING	UNITED STATES DOLLARS	EURO
<p>Royal Bank of Scotland International Limited 22 High Street St Peter Port Guernsey Channel Islands GY1 4BQ</p> <p>Sort Code: 16-20-29</p> <p>Account Name: AFSL re: The Optima Series 3 Fund plc - Client Account</p> <p>Account No: 2029-56230162</p> <p>IBAN: GB88RBOS16202956230162</p>	<p>Wachovia Bank NA 4th Floor 11 Penn Plaza New York, NY 10001 USA</p> <p>Account: The Royal Bank of Scotland International Limited</p> <p>Account No: 2000193009149 (CHIPS 155424)</p> <p>Swift: PNBPU3NNYC</p> <p>For further credit to: Account Name: AFSL re: The Optima Series 3 Fund plc - Client Account</p> <p>Account No: 2029-56230162</p> <p>IBAN: GB88RBOS16202956230162</p>	<p>The Royal Bank of Scotland plc, Correspondent Banking Branch, Great Tower Street, London EC3P 3HX</p> <p>Account: The Royal Bank of Scotland International Limited</p> <p>Account No: WGIIJRY-EURC</p> <p>Swift: RBOSGB2L</p> <p>For further credit to: Account Name: AFSL re: The Optima Series 3 Fund plc - Client Account</p> <p>Account No: 2029-56230162</p> <p>IBAN: GB88RBOS16202956230162</p>

For information on any other currency payment details, contact The Administrator:  
Tel: + 44 (0) 1624 689600, Fax: + 44 (0) 1624 689602, e-mail: afsl@abacusiom.com



# BANK INSTRUCTION LETTER Subscriptions to The Optima Series 3 Fund plc

**PLEASE SEND THIS FORM TO YOUR BANK**

If you wish to invest in more than one currency you will need to make an additional copy of this form.  
Payment by investors must be made in cleared funds by telegraphic transfer.

To: The Manager

Name of Bank:	
Address of Bank:	
Re: Account Name:	Account Number:

**Please Transfer (after the deduction of any bank and agents charges):**

GBP       USD       Euro

from the above referenced account on the (insert date):  day of   20

to the relevant currency correspondent bank

Please Quote (insert shareholder name)  as reference

**Please charge the amount of the payment, together with any bank and agents charges to my/our account:**

Full Name:	
Address:	
Country:	Post Code:

Signature(s)	Signature 1	Signature 2
	<input type="text"/>	<input type="text"/>
Date (dd/mm/yy)	<input type="text"/>	<input type="text"/>

The name of all applicant(s) should be quoted as a reference to all payments.  
On all payments please ensure that a SWIFT MT103 is sent to The Royal Bank of Scotland International Limited SWIFT CODE:RBOSGGSP

STERLING
Royal Bank of Scotland International Limited 22 High Street St Peter Port Guernsey Channel Islands GY1 4BQ  <b>Sort Code:</b> 16-20-29  <b>Account Name:</b> AFSL re: The Optima Series 3 Fund plc - Client Account  <b>Account No:</b> 2029-56230162  <b>IBAN:</b> GB88RBOS16202956230162

UNITED STATES DOLLARS
Wachovia Bank NA 4th Floor 11 Penn Plaza New York, NY 10001 USA  <b>Account:</b> The Royal Bank of Scotland International Limited  <b>Account No:</b> 2000193009149 (CHIPS 155424)  <b>Swift:</b> PNBPU33NNYC  <b>For further credit to:</b> <b>Account Name:</b> AFSL re: The Optima Series 3 Fund - Client Account  <b>Account No:</b> 2029-56230162  <b>IBAN:</b> GB88RBOS16202956230162

EURO
The Royal Bank of Scotland plc, Correspondent Banking Branch, Great Tower Street, London EC3P 3HX  <b>Account:</b> The Royal Bank of Scotland International Limited  <b>Account No:</b> WGIJRY-EURC  <b>Swift:</b> RBOSGB2L  <b>For further credit to:</b> <b>Account Name:</b> AFSL re: The Optima Series 3 Fund plc - Client Account  <b>Account No:</b> 2029-56230162  <b>IBAN:</b> GB88RBOS16202956230162



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