

The CBF Church of England Property Fund

Scheme Information

Effective from 4 May 2021

Issued by CCLA Investment Management Limited (the “Manager”)

This document sets out the Scheme Information for The CBF Church of England Property Fund (the “**Fund**”). The Fund is an Investment Fund, administered as a Common Fund and is established under the Church Funds Investment Measure 1958, as amended by the Church of England (Miscellaneous Provisions) Measure 1995, the Church of England (Miscellaneous Provisions) Measure 2000, the Church of England (Miscellaneous Provisions) Measure 2006, the Church of England (Miscellaneous Provisions) Measure 2010 (together the “**Measure**”) and the Trustee Act 2000. The Fund was formed on 1 March 1999. The Fund is not a Collective Investment Scheme within the meaning of the Financial Services and Markets Act 2000 (“**FSMA**”) as amended or changed from time to time.

Should the provisions of the Measure and the Scheme Information be in conflict, the provisions of the Measure shall prevail.

Any person relying on the information contained in this document, which was current at the date shown above, should check with the Manager that the document is the most current version and that no revisions or corrections have been made to the information contained herein. The latest version of this document is available on www.ccla.co.uk.

While the Manager has taken all reasonable care to ensure that the facts stated in this Scheme Information are true, clear and not misleading, Shareholders and/or potential Shareholders should not treat this Scheme Information as advice relating to their own legal, tax or investment position. If a Shareholder or potential Shareholder is in any doubt as to the meaning of any information contained in this Scheme Information, they should consult their independent financial or other professional adviser.

Contents

1. Definitions	5	6. Investment Powers, Controls and Restrictions	13
1.1 Definitions	5	6.1 Investment and Borrowing Powers	13
2. The Structure of the Fund	7	6.2 Breach of Investment Limits	14
2.1 Investment Fund and Charitable Status	7	6.3 Investment in In-House Collective Investment Schemes	14
2.2 The Board	7	7. Pricing of Shares and Valuation of the Fund	14
2.3 The Trustee and Operator	7	7.1 Valuation Point	14
2.4 The Manager	7	7.2 Valuation of the Fund	14
2.5 The Registrar	7	7.3 Buying and Selling Prices	14
2.6 The Administrator	8	7.4 Publication of Prices	14
2.7 The Auditor	8	8. Dealing in Shares	15
2.8 Shareholders' Rights Against Service Providers	8	8.1 Application for Shares	15
3. Investment Objective and Policy of the Fund	8	8.2 The Dealing Day	15
3.1 Investment Objective	8	8.3 Minimum Initial and Subsequent Investments	15
3.2 Investment Policy	8	8.4 Buying Shares	15
3.3 Responsible Property Investment	8	8.5 Additional Investments	16
3.4 Comparator Benchmark	8	8.6 Selling Shares	16
4. Participation in the Fund	8	8.7 Notice to Redeem	16
4.1 Target Investors	8	8.8 Deferral of Redemptions	16
4.2 Eligible Contributors to the Fund	8	8.9 Switches	17
4.3 Compulsory Sale of Shares where a Shareholder Ceases to be an Eligible Contributor	9	8.10 Trustee's Refusal to Issue or Cancel Shares	17
4.4 Income Shares	9	8.11 Suspension of Dealing	17
4.5 Registration of Shares	9	8.12 Execution Services	18
4.6 Anti-Money Laundering Requirements	10	9. Distributions to Shareholders	18
4.7 Fair Treatment of Shareholders	10	9.1 Quarterly Distribution	18
4.8 Changes to Authorised Signatories and Correspondents	10	9.2 Income Reserve Account	18
5. Risks	10	9.3 Equalisation	18
5.1 General Investment Risks	10	10. Reporting	18
5.2 Direct Property Risks	11	10.1 Regular Statements	18
5.3 Indirect Property Risk	12	10.2 Report and Accounts of the Fund	18
5.4 Risk Associated with Investment in Other Collective Investment Schemes	12	11. Complaints and Compensation	18
5.5 Political Risk	12	11.1 Complaints	18
5.6 Credit Risk	12	11.2 Compensation	19
5.7 Interest Rate Risk	12	12. Charges and Expenses	19
5.8 Custody Risk	12	12.1 Remuneration and Expenses of the Trustee	19
5.9 Operational Risks (including Cyber Security and Identity Theft)	12	12.2 Remuneration and Expenses of the Manager	19
5.10 Liquidity Risk	12	12.3 Preliminary Charge	19
5.11 Notice Period	13	12.4 Redemption Charge	19
5.12 Suspension and Deferral Risk	13	12.5 Inducements	19
5.13 Insurance of Immovable Property	13	12.6 Research	20
5.14 Risk Management Process and Liquidity Management	13	12.7 Other Expenses	20

13. Conflicts of Interest	20	16. General Information	21
13.1 Conflicts of Interest Policy	20	16.1 Data Protection	21
13.2 Material Interests and Conflicts	20	16.2 Telephone and Electronic Communications	22
14. Taxation	21	16.3 Amending this Scheme Information	22
14.1 General	21	16.4 Professional Liability	22
15. Termination	21	16.5 Acceptance of Terms and Conditions	22
15.1 Winding Up	21	16.6 Applicable Law and Jurisdiction	22
		16.7 Additional Information	22
		Appendix 1 - Directory	23
		Appendix 2 - Past Performance	24

1. Definitions

1.1 Definitions

Administrator means HSBC Bank plc, or such successor entity appointed as administrator by the Manager from time to time.

Annual Management Charge means the periodic charge applied to the Fund by the Manager in payment for carrying out its duties and responsibilities.

Applicant(s) means a Church Trust (or nominee company acting on its behalf) which is applying for Shares.

Application Form means the application form for Shares available from the Manager's website.

Auditor means PricewaterhouseCoopers LLP, or such successor entity appointed as auditor by the Board from time to time.

Base Currency means pounds sterling, the currency of the Fund and in which the Report and Accounts of the Fund are prepared.

Bid price(s) means the price at which Shares may be sold by investors.

Board means the board of trustees of the Trustee as listed in Appendix 1.

Business Day means any day on which the London Stock Exchange is normally open for business, being a day other than a Saturday, Sunday, public or bank holiday in England.

Charitable Purposes bears the meaning as set out in section 2 of the Charities Act 2011.

Charity means either a charity in England and Wales within the meaning of section 1(1) of the Charities Act 2011 or an "appropriate body" in Scotland and Northern Ireland within the meaning of section 97(3) of the Charities Act 2011.

Charity Commission means the Charity Commission for England and Wales of 102 Petty France, London SW1H 9AJ.

Church Trust means a charitable trust established by the Church of England.

Collective Investment Scheme(s) means a collective investment scheme as defined by section 235(1) of the Financial Services and Markets Act 2000.

Common Deposit Fund(s) means a common deposit fund established under section 100 of the Charities Act 2011.

Common Fund means a common fund within the meaning of section 4 of the Scheme.

Common Investment Fund(s) means a common investment fund established under section 96 of the Charities Act 2011.

Custodian means HSBC Bank plc.

Data Protection Legislation means the UK General Data Protection Regulation and the Data Protection Act 2018 or any successor legislations thereto, and any associated codes, regulation or guidance (as may be amended or replaced from time to time) and any related regulations and guidance and all other laws concerning the processing of data relating to living persons.

Dealing Day(s) means the day on which the Manager issues and/or redeems Shares as set out in this Scheme Information.

Distribution Account means an account for the purpose of holding income to be distributed to Shareholders.

Eligible Contributor(s) means a Church Trust (or nominee company acting on its behalf) which is and continues to be eligible to hold Shares.

Equalisation means an adjustment to the price of the Shares to reflect the fact that investors buying Shares part way through the Fund's accounting period are not entitled to all the income earned in respect of those Shares over that period.

FCA means the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN or such regulatory authority which may replace or succeed it from time to time.

FCA Regulations means the Handbook of Rules and Guidance issued by the FCA, as amended or replaced from time to time.

Fund means The CBF Church of England Property Fund.

Group has the same meaning as listed in the glossary to the FCA Regulations.

Income Reserve Account means an account in respect of the Fund for the purpose of evening out the amount of income distributed.

Income Share(s) means those Shares which pay distributions to Shareholders.

Investment Fund means an investment fund as defined by section 1 of the Scheme.

Investment Management Agreement means the agreement dated September 2008 between the Trustee and the Manager delegating the portfolio management of the Scheme Property to the Manager (as amended, supplemented or replaced from time to time).

Manager means CCLA Investment Management Limited of Senator House, 85 Queen Victoria Street, London EC4V 4ET.

Money Laundering Regulations means The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as may be amended, updated or replaced from time to time.

Net Asset Value or **NAV** means the value of the Scheme Property less all the liabilities of the Fund.

Offer price(s) means the price at which Shares may be bought by investors.

Register means the register of Shareholders maintained by the Registrar on behalf of the Trustee.

Registrar means a corporate body appointed by the Trustee as registrar from time to time for the purpose of maintaining the Register.

Report and Accounts means the annual (audited) and interim (unaudited) report and financial statements for the Fund prepared by the Manager to the periods ending 31 December and 30 June respectively.

Scheme means the scheme as detailed in the schedule to the Measure.

Scheme Information means this Scheme Information of the Fund as amended or replaced from time to time.

Scheme Property means the investments, assets and property of the Fund.

Shareholder(s) means an Eligible Contributor who is registered as a holder of Shares.

Share(s) means Income Share(s) in the Fund.

Trustee means CBF Funds Trustee Limited of Senator House, 85 Queen Victoria Street, London EC4V 4ET.

Valuation Point means the valuation point as at 11.59pm on the Business Day prior to each Dealing Day.

References to any statutory provision or FCA Regulations in this Scheme Information shall include any statutory provision or FCA Regulations which amends or replaces it and any subordinate legislation made under it.

2. The Structure of the Fund

2.1 Investment Fund and Charitable Status

The Fund is an Investment Fund, administered as a Common Fund and is established under the Measure (as amended or replaced from time to time). The Fund was formed on 1 March 1999. The Fund is not a Collective Investment Scheme within the meaning of FSMA and is not regulated by the FCA or other regulatory bodies under FSMA. The Fund is entitled to charitable status by virtue of section 99(4) of the Charities Act 2011, as amended or replaced from time to time.

2.2 The Board

The Board of trustees of the Trustee are listed in Appendix 1.

The Board has been assigned certain duties. It meets regularly to receive reports and monitor the progress of the Fund. It is required to prepare annual Report and Accounts. The Board is made up of individuals who together have wide experience of finance, investments, charities and the law. No Board member is required to be approved by the FCA, in relation to their capacity as a member of the Board, because no Board member intends to offer investment advice or conduct investment business in relation to the Fund.

2.3 The Trustee and Operator

CBF Funds Trustee Limited is the Trustee and Operator of the Fund. The Trustee is a company incorporated under the Companies Act 1985 (now Companies Act 2006). It is a registered Charity (No. 1116932) and is incorporated in England and Wales as a company limited by guarantee. Under the provisions of FSMA, the Trustee is not considered to be operating the Fund "by way of business". Consequently, it is not required to be authorised or regulated by the FCA and its members are not required to be approved by the FCA for this purpose. This extends to the Manager in respect of its administrative, registrar and company secretarial functions for The CBF Church of England Funds. In the administration of the Fund, the Trustee is exempt from the jurisdiction of the Charity Commission by virtue of section 5(1) of the Measure.

The Trustee is ultimately responsible for The CBF Church of England Funds and receives reports on the published Report and Accounts. The Trustee holds at least four meetings each year and monitors the investment, property and cash management, administration, registration and company secretarial services provided by the Manager under the Investment Management Agreement. The Trustee has appointed an audit committee to review the financial statements of the Fund and to receive and

consider regular reports from the Manager on the management and administration of the Fund.

2.4 The Manager

CCLA Investment Management Limited is the appointed Manager of the Fund. The Manager is a limited liability company incorporated in England and Wales with company registration number 2183088, whose registered address and details are shown in Appendix 1.

The Manager is authorised and regulated by the Financial Conduct Authority in the conduct of investment business in the United Kingdom and is entered on the FCA's register under reference number 119281. The Manager holds the necessary permissions to provide, amongst other things, discretionary investment management services and is subject to the requirements of the FCA Regulations in its management of the investments of the Fund.

The Manager has been appointed by the Trustee pursuant to the Investment Management Agreement to provide discretionary investment management services as well as administrative and registration services under the Investment Management Agreement.

The Manager provides the Trustee with administrative, registration and company secretarial services where necessary for the operation of the Fund. These include the issue and redemption of Shares, the valuation of the Fund's assets, the operation of the Register, the payment of distributions and the maintenance of the accounting records of the Fund.

The Manager may not have a lien over, or security interest in, the Scheme Property, act as principal in any transaction with the Fund, or undertake stock lending on behalf of the Fund.

Under the terms of the Investment Management Agreement, the Manager may be replaced by the Trustee on the expiry of a 12 months' notice period. The Manager accepts responsibility for loss of the investments of the Fund to the extent that such loss is due to the negligence, wilful default or fraud of itself or any delegates. The Manager will not otherwise be liable for any loss to the investments of the Fund. No warranty is given by the Manager as to the performance or profitability of the Fund (or any part of it) or that the investment objective of the Fund will be successfully accomplished.

2.5 The Registrar

The Trustee has appointed CCLA Investment Management Limited to act as the Registrar of the Fund. The agreement provides for the appointment to be terminated by either party giving one years' written notice to the other. Earlier termination can

only occur in specific circumstances, including a material and irremediable breach by either party.

2.6 The Administrator

HSBC Bank plc, 8 Canada Square, London E14 5HQ is the appointed Administrator of the Fund and undertakes the Fund pricing and Fund accounting and carries out certain administrative tasks including the preparation of valuations and other activities on behalf of the Fund. The Administrator has been appointed under an agreement with the Manager and the Manager meets the fees of the Administrator from the Annual Management Charge it receives for its services to the Fund.

2.7 The Auditor

The Auditor of the Fund is PricewaterhouseCoopers LLP whose registered address is shown in Appendix 1.

2.8 Shareholders' Rights Against Service Providers

A number of third-party service providers provide services to the Fund, including the Auditor and the Administrator, whose details are set out in this Scheme Information (the "Service Providers"). No Shareholder will have any direct contractual claim against any Service Provider with respect to such Service Provider's default. This is without prejudice to any right a Shareholder may have to bring a claim against an FCA authorised Service Provider, the Manager or the Trustee under Section 138D of FSMA (as a result of a breach of the FCA Regulations by such Service Provider, the Manager or the Trustee), or any tortious or contractual cause of action.

3. Investment Objective and Policy of the Fund

3.1 Investment Objective

The Fund aims to provide a high level of income and long-term capital appreciation.

3.2 Investment Policy

The Fund is an actively managed, diversified portfolio of UK commercial property. It will principally invest in UK commercial properties but may invest in other assets, which may be either liquid or illiquid in nature. The Fund will gain this exposure by investing primarily in the COIF Charities Property Fund.

The Fund is managed in accordance with the policies of the Church of England's Ethical Investment Advisory Group (EIAG).

3.3 Responsible Property Investment

The Fund is managed in line with the Manager's Responsible Property Investment Policy. This integrates material environmental, social and governance issues into the investment process including pre-purchase due diligence and the ongoing management of properties in the Fund. Copies of the policy are available on request.

The Manager is a signatory to the United Nations backed Principles for Responsible Investment (PRI). The annual PRI assessment is available on the Manager's website.

3.4 Comparator Benchmark

The comparator benchmark for the Fund is the MSCI/AREF UK Other Balanced Quarterly Property Fund Index.

The comparator benchmark sets a standard against which the performance of the Fund can be assessed.

4. Participation in the Fund

4.1 Target Investors

The Fund is intended for eligible Charity investors, with at least a basic knowledge of property related investments, which are affiliated with the Church of England and seeking to invest in an actively managed fund that reflects the investment objective and investment policy of the Fund. Investors should be looking to invest for at least five years and understand that their capital may be at risk, have the ability to bear losses and appreciate that the value of their investment and any derived income may fall as well as rise.

The Fund has indirect holdings in direct property, which is inherently illiquid, and investors should take particular note of the risk sections of this document, and the actions the Manager may have to take in stressed market conditions, such as suspending or delaying Fund dealings. The Fund also has a minimum redemption notice period of 90 days. The Fund is therefore not suitable for investors that might have a need for immediate liquidity in their investments.

Please note that the Manager is not required to assess the suitability or appropriateness of the Fund against each investor.

Investors may be either retail or professional clients (both per se and elective).

4.2 Eligible Contributors to the Fund

Any Church Trust with objects connected with the work of the Church of England may normally invest in the Fund. The Manager is required under the

Money Laundering Regulations to satisfy itself as to the identity of Eligible Contributors (please see section headed Anti-Money Laundering Requirements below).

Any Church Trust (or a nominee company acting on its behalf) applying to participate must give a declaration of eligibility of the Church Trust to invest in the Fund. Where a Shareholder (potential or otherwise) is found not to be eligible or becomes ineligible at a later date, it, or its nominee, must inform the Manager and disinvest. The Manager reserves the right to decline any application without giving any reason and to sell Shares on behalf of a Shareholder if it reasonably believes that the Shareholder is no longer eligible to invest in the Fund.

4.3 Compulsory Sale of Shares where a Shareholder Ceases to be an Eligible Contributor

Where a Shareholder:

- is found not to be eligible or becomes ineligible at a later date; or
- suffers a change in circumstances or is in breach of any applicable law or government rule or regulation which may affect its ability to be an Eligible Contributor, it, or its nominee, must inform the Manager immediately and at the Manager's request must sell their Shares.

As soon as the Manager becomes aware or has reasonable grounds to believe that a Shareholder no longer satisfies the requirements to be an Eligible Contributor, the Shareholder will be deemed to have submitted a sell Shares form to sell all the Shares held by them in the Fund and the notice period for redemptions will be deemed to have been served. Where a Shareholder delays in informing the Manager that it has ceased to be, or may no longer be an Eligible Contributor, the Manager then has the right to treat the request to redeem Shares as being made on the date on which the Shareholder's circumstances changed.

The Shareholder agrees that any proceeds of sale in relation to the Shares sold as a result of the Shareholder ceasing to be an Eligible Contributor may be retained by the Manager in order to satisfy any losses suffered by the Fund as a result of the Shareholder ceasing to be an Eligible Contributor. Such losses may include, but shall not be limited to:

- any assessment for income or capital gains tax or any other tax to which the Fund would not have been assessed had the Shareholder remained as an Eligible Contributor;
- any distributions paid out to or settled in respect of the Shareholder's Shares after the date on which the Shareholder ceased to be an Eligible Contributor; and

- all costs and expenses including professional fees incurred in connection with such assessment.

On the written request of the Manager any Shareholder who is required to sell their Shares must:

- irrevocably appoint one or more of the directors of the Manager as its attorney to execute all instruments and other documentation required to effect a sale of its Shares and the Shareholder agrees to ratify all and any acts of the attorney; and
- indemnify the Fund against all losses suffered by the Fund as a consequence of the Shareholder no longer remaining an Eligible Contributor.

If at the time a sell Shares form is submitted (or is deemed to have been submitted) to the Manager, the Manager has received instructions to sell Shares from one or more other Eligible Contributors, the sale of the Shares held by a Shareholder who has ceased to be eligible to remain invested in the Fund will be sold in priority to all other sale requests in the queue.

In the event that dealings in the Fund are suspended any deemed or actual instructions for the compulsory sale of Shares will not be frozen. In such circumstances the relevant Shares will be cancelled and the Manager will make an appropriate provision for the sale proceeds due to the affected Shareholder.

Where an event occurs during a period of suspension that results in a Shareholder ceasing to be an Eligible Contributor, the Shareholder's rights to accrued income will be apportioned according to the date on which the event occurred that triggered the ineligibility.

The sale proceeds will be calculated at the Valuation Point for the first Dealing Day after the lifting of the suspension and will be paid to the Shareholder within four Business Days of the Dealing Day.

4.4 Income Shares

Eligible Contributors to the Fund may purchase Income Shares.

Income Shares provide regular income distributions and each Share represents one undivided part in the Scheme Property. Holders of Income Shares receive income distributions quarterly. Holders may elect to purchase additional Income Shares by reinvesting income. Additional Income Shares can be purchased at the Offer price.

The Measure allows the Trustee to subdivide the Shares at any time. Shareholders will receive notice of any proposed subdivision.

4.5 Registration of Shares

The Register is maintained on behalf of the Trustee by the Registrar. Holdings are usually registered in

the name of Shareholders (or where applicable, holdings may be registered in the name of a nominee company acting on behalf of a Shareholder). Holdings cannot be registered in the names of individual trustees. No certificates are issued and the Register is the definitive evidence of title. The Shares have no par value and entitle the holder to a proportionate interest in the Fund. Shares cannot be assigned or transferred except from one Church Trust to another. The number of Shares held will be certified on written request for audit or other purposes.

The Register may be inspected by or on behalf of Shareholders during normal business hours at the office of the Registrar. Entry in the Register is conclusive evidence of title to the Shares. The Register contains the name of each Shareholder, the number of Shares held and the name and address of the correspondent for each account. In addition, the Register may contain the following particulars:

- details of the nominee company acting on behalf of a Shareholder;
- client designation;
- bank account details for the remittance of distributions and withdrawals; and
- authorised signatory(ies) and the number of signatures required.

No notice of any trust, express, implied or constructive, shall be entered in the Register in respect of any Share, and the Manager and the Trustee shall not be bound by any such notice.

The expenses of maintaining the Register are currently borne by the Manager and covered by the Annual Management Charge paid out of the Scheme Property to the Manager.

4.6 Anti-Money Laundering Requirements

The Manager is required by law to maintain procedures to combat money laundering. In order to implement these procedures, electronic or manual identity checks will be undertaken by the Manager on certain persons named within the Application Form to satisfy itself as to the identity of Eligible Contributors. Proof of identity may sometimes be required either when buying or selling Shares from time to time, even of existing Shareholders. The Manager may freeze or return investments and/or subscription amounts until the necessary evidence of identity can be obtained. In the case where Shares are being sold, the remittance of proceeds may be delayed until proof of identity has been obtained.

4.7 Fair Treatment of Shareholders

The Manager has established policies and procedures and made arrangements to ensure the fair treatment of Shareholders. Such arrangements include, but are not limited to, ensuring that no one or more Shareholders are given preferential treatment over

any rights and obligations in relation to their investment in the Fund that would result in a disadvantage to any other Shareholder. All rights and obligations to Shareholders, including those related to subscription and redemption requests, are set out in this Scheme Information.

The Manager has established fair and transparent pricing models and valuation systems and procedures for the Scheme Property and endeavours to ensure that there are no undue costs being charged to the Fund and the Shareholders.

The Manager has also established procedures to identify, manage and monitor conflicts of interest and, where applicable, disclose those conflicts of interest to prevent them from adversely affecting the interests of the Shareholders. The Manager has established a process for recognising and dealing with complaints fairly.

4.8 Changes to Authorised Signatories and Correspondents

A Church Trust must immediately notify the Manager of any change in its authorised signatories or correspondent. Changes to the authorised signatories or correspondent for a Church Trust's holding of Shares must be made on a change of signatory/correspondent form or (where considered appropriate by the Manager to do so), mandate form duly completed by the Church Trust (or the nominee company acting on behalf of the Church Trust) and be authorised by the trustees/executive directors who have the authority to act on behalf of that Church Trust. Where an existing authorised signatory is removed by way of such instruction, the correspondent shall receive notification of the removal from the Manager. Where a correspondent is changed, the Manager will inform the outgoing correspondent.

5. Risks

Investors should consider the following risk factors before investing in the Fund.

5.1 General Investment Risks

Past performance is not a reliable indicator of future results. The price of Shares and any income distributions from them may fall as well as rise. There can be no guarantee that any fund will achieve its investment objective or that a shareholder will recover the full amount invested in a fund. The capital return and income distributions of each fund are based on the capital appreciation of, and the income received from, the securities it holds, after deduction of expenses incurred. Therefore, each fund's return may be expected to fluctuate in

response to changes in such capital appreciation or income.

The COIF Charities Property Fund is permitted to borrow up to 25% of its value in order to purchase direct properties. A failure by the COIF Charities Property Fund to perform its obligations under the terms of any such loan would permit the lenders to demand early repayment of the finance and to realise any security they have over the scheme property of the COIF Charities Property Fund. Borrowing also increases risk by magnifying capital and income performance, gains and losses. The COIF Charities Property Fund may also be affected either directly or indirectly by changes in interest rates to the extent that this affects any borrowings, or, the property market generally.

The Fund's Shares are intended only for long-term investment and are not suitable for money liable to be spent in the near future. Shares are realisable on each monthly Dealing Day only, giving requisite notice.

5.2 Direct Property Risks

Investors should note that as the Fund is structured as an unregulated fund the FCA rules concerning 'funds investing in inherently illiquid assets ("FIIA")' do not apply. Inherently illiquid assets are defined in the FCA Regulations and include (but are not limited to): immovables, an investment in an infrastructure project, certain transferable securities and shares in another FIIA. In the event the Fund was to become regulated, it would be classified as a FIIA because it mainly invests in the units of a FIIA which has more than 50% of its assets invested in illiquid assets in the form of UK commercial property.

As a unitholder in the COIF Charities Property Fund, which directly holds commercial property, the Fund is exposed to the following risks relating specifically to the property investments of the COIF Charities Property Fund:

Diversification risk

The COIF Charities Property Fund invests in UK properties only and as such is not as diversified as if it were invested across several asset classes and/or several geographical locations. Any change in legal, tax or regulatory requirements affecting the COIF Charities Property Fund, or its investments, may be amplified by this lack of diversification.

Pricing and Liquidity

There is a risk that the price at which an asset in the COIF Charities Property Fund is valued may not be realisable in the event of a sale. This could be due to a lack of liquidity in the market. It may also be due to a mis-estimation of the asset's value. Where this occurs, the manager of the COIF Charities Property Fund may decide to postpone selling investments as

to do so may have a material adverse impact on the value of the COIF Charities Property Fund's units.

Valuation

Property and property related assets are inherently difficult to value because of the individual nature of each property. For example, a property's value may be affected by (amongst other things): (i) its location (noting that the desirability of an area may change over time), (ii) the characteristics of the building (wear and tear and advances in technology or tenant's requirements may render a building unattractive over time), and (iii) the length of a lease and creditworthiness of a tenant. As a result, valuations are open to substantial subjectivity. There is no assurance that the valuations of the properties in the COIF Charities Property Fund will reflect the sale price achieved even where such sale occurs shortly after a valuation point.

Property Market

The value of property could adversely be affected by a downturn in the property market in terms of capital value or a weakening of rental yields. The income received (and therefore the income received by the Fund) is dependent to a large extent upon the occupancy levels of any property and the rents paid by the tenants.

Rental revenues and property values are affected by changes in the general economic climate and local conditions. Property values are dependent in particular on current rental values, prospective rental growth, lease lengths, tenant creditworthiness and the valuation yield (which is itself related to interest rates, the market appetite for property investments in general and with reference to the specific property in question) together with the nature, location and physical condition of the property concerned.

Investors into the Fund should appreciate that these factors affecting the property market generally can have a direct impact on the value of the Scheme Property and the income derived thereof.

Planning laws

The value of properties can also be negatively impacted by changes in planning laws.

Counterparty risk

Additional risks may arise in the event that there is a failure by a counterparty to perform its obligations under a contract or other agreement (including failure arising from the insolvency of a tenant of a property).

Liability risk

Property ownership assumes associated risks including, without limitation, environmental and third-party liability risk the value of which may exceed the value of the property itself.

5.3 Indirect Property Risk

The Fund may invest indirectly in property which is an illiquid asset class. The Fund will achieve this indirect exposure by investing primarily in the COIF Charities Property Fund which invests directly in property and property related assets which are valued by an independent external property valuer and as such are open to substantial subjectivity. The performance of the COIF Charities Property Fund may be adversely affected by a downturn in the property market which could impact on the capital and or income value of the Fund.

5.4 Risk Associated with Investment in Other Collective Investment Schemes

The Fund will principally invest in Collective Investment Schemes. Up to 100% of the Fund may be invested in the COIF Charities Property Fund. The investment policy may mean that at times it may be appropriate for the Fund not to be fully invested but to hold cash or near cash. In extreme conditions, the Manager may raise or reduce the liquidity of the Fund from normal working levels within a band of 0% to 20%.

5.5 Political Risk

The value of the Fund's assets may be affected by uncertainties such as political developments, changes in government policies and taxation.

5.6 Credit Risk

The COIF Charities Property Fund may have a credit risk on the issuer of debt securities or deposits in which it invests which will vary depending on the issuer's ability to make principal and interest payments on the obligation.

The COIF Charities Property Fund may also have credit risk on the parties with which it trades. For example, if a trading party becomes insolvent or bankrupt or defaults in some way, the COIF Charities Property Fund may experience delays in liquidating the underlying assets and the securities' value may decrease.

5.7 Interest Rate Risk

Investment in both fixed rate and floating rate securities involves interest rate risk. Any change to the interest rate relevant for floating rate securities may result in income either increasing or decreasing. Changes to prevailing rates or changes in expectations of future rates may also result in an increase or decrease in the value of the securities held.

In a negative interest rate environment, there is a risk that income derived from these types of securities

will cease and could result in a reduction in their capital value.

5.8 Custody Risk

There may be a risk of a loss where the assets of the Fund are held in custody that could result from insolvency, negligence or fraudulent action of the Custodian or sub-custodian.

5.9 Operational Risks (including Cyber Security and Identity Theft)

An investment in the Fund, like any fund, can involve operational risks arising from factors such as processing errors, human errors, inadequate or failed internal or external processes, failure in systems and technology, changes in personnel, infiltration by unauthorised persons and errors caused by the Manager, the Trustee or Service Providers such as the Administrator. While the Fund seeks to minimise such events through controls and oversight, there may still be failures that could cause losses to the Fund. The Manager, Administrator and Trustee each maintain appropriate information technology systems. However, like any other system, these systems could be subject to cyber security attacks or similar threats resulting in data security breaches, theft, a disruption in the Manager's, Administrator's and/or Trustee's service or ability to close out positions and the disclosure or corruption of sensitive and confidential information. Notwithstanding the existence of policies and procedures designed to detect and prevent such breaches and ensure the security, integrity and confidentiality of such information as well as the existence of business continuity and disaster recovery measures designed to mitigate any such breach or disruption, such security breaches may potentially also result in loss of assets and could create significant financial and/or legal exposure for the Fund.

5.10 Liquidity Risk

The liquidity of an investment is generally considered to be a measure of how quickly it can be converted into cash without impacting its value while the liquidity of a fund is considered to be the ability to fulfil redemption requests without a price discount to the assets that are sold to meet that request.

Real property is an illiquid investment relative to other asset classes (such as equities or bonds). Assets that comprise real property take time to sell, and when market conditions are uncertain, it can be even more difficult to find a buyer than in normal market conditions which can impact on a property's price.

Liquidity risks may crystallise due to a number of events which may have a direct impact on the valuation of the Scheme Property and the

redemption of Shares. For example, liquidity risks may crystallise when investors wish to redeem their Shares before they fall in price during times of market stress or uncertainty. Liquidity risks may also crystallise in circumstances where a Shareholder with significant holdings in the Fund seeks to redeem all or a substantial portion of its holdings with the effect that a number of assets in the underlying COIF Charities Property Fund need to be sold to ultimately meet the redemption request, which may take some time to sell.

The Shares are intended only for long-term investment and are not suitable for money to be spent in the near future. Investments are realisable on each monthly Dealing Day but redemptions are subject to a 90 day period of notice, which may be increased to up to six months in accordance with the provisions of this Scheme Information.

5.11 Notice Period

Redemptions are subject to a notice period (currently 90 calendar days and which can be increased to up to six months if so determined by the Manager). Shareholders should be aware that they may not be able to redeem their Shares as quickly as they would like to, and that this may have an impact on the price they receive on redemption and may consequently impact the Shareholder's own liquidity.

5.12 Suspension and Deferral Risk

In certain circumstances, the rights for Shareholders to redeem Shares may be suspended, as further set out in this Scheme Information. Shareholders should note that where a suspension is implemented, they may not be able to redeem their Shares as quickly as they would like to, and that this may have an impact on the price they receive on redemption and may consequently impact the Shareholder's own liquidity.

The Manager is able to defer redemptions of Shares (in whole or part) where the Manager considers that there is insufficient liquidity in the Fund to meet instructions to sell Shares, for such period as the Manager considers appropriate. Shareholders should note that where deferral is applied, they may not be able to redeem their Shares as quickly as they would like to, and this may have an impact on the price they receive on redemption and may impact the Shareholder's own liquidity.

5.13 Insurance of Immovable Property

All immovable property forming part of the scheme property of the COIF Charities Property Fund will be insured against the risk of physical loss or damage and other perils considered appropriate by the manager of the COIF Charities Property Fund. However, there is no guarantee that any or all claims on the insurance will be payable in any given

circumstance. Where insurance policies do not meet any liability, in whole or in part, any outstanding liability will be met out of the COIF Charities Property Fund's scheme property.

5.14 Risk Management Process and Liquidity Management

The Manager employs a risk management process, including the use of appropriate stress-testing procedures, which enables it to identify, measure, manage and monitor at any time the relevant risks of the positions to which the Fund is or may be exposed and their contribution to the overall risk profile of the Fund.

The Manager maintains a liquidity management process to monitor the liquidity risk of the Fund, which includes, among other tools and methods of measurement, the use of stress tests under both normal and exceptional liquidity conditions.

The liquidity management systems and procedures allow the Manager to apply various tools and arrangements necessary to ensure that the Fund is sufficiently liquid to respond appropriately to redemption requests. Such tools include (but are not limited to): i) fair value adjustment, which could be applied to the properties held in the COIF Charities Property Fund in exceptional market conditions to reflect fair and reasonable prices and enable quicker sales of properties in times of increased redemption requests, ii) changing the price investors pay to buy or sell Shares to reflect increased costs incurred by the Fund, for example, because of large dealing volumes, iii) deferring requests from Shareholders to sell Shares to a later Dealing Day and iv) increasing the cash held by the Fund to enhance liquidity in accordance with the investment policy.

Other arrangements may also be used in response to redemption requests, including, in extreme cases, temporary suspension which, if activated, will restrict the redemption rights investors benefit from in normal circumstances as set out in this Scheme Information.

6. Investment Powers, Controls and Restrictions

6.1 Investment and Borrowing Powers

Investment

The Fund's powers permit investment in:

- property Collective Investment Schemes (including those managed by the Manager, and specialist property funds); and
- The CBF Church of England Deposit Fund, sterling accounts with authorised banks in the United Kingdom, sterling negotiable certificates of

deposit and other similar short-term money market instruments.

Borrowing

The Fund may borrow on a temporary basis but such borrowings may not exceed 5% of total assets. The Fund may have investments in Collective Investment Schemes which have the capacity to borrow but not where such borrowings can exceed 25% of total assets.

6.2 Breach of Investment Limits

A breach of any of these limits does not prevent the exercise of rights conferred by investments held by the Fund if the consent of the Trustee is obtained but, in the event of a breach, the Manager must then take such steps as are necessary to restore compliance with the investment limits.

6.3 Investment in In-House Collective Investment Schemes

The Fund may invest in other Collective Investment Schemes, Common Investment Funds and Common Deposit Funds which may be operated or managed by the Manager or an associate of the Manager.

7. Pricing of Shares and Valuation of the Fund

7.1 Valuation Point

The Manager values the Scheme Property as at the Valuation Point on the Business Day prior to each Dealing Day for the purpose of determining the prices at which Shares may be issued or redeemed. In addition, for valuation and reporting purposes, the Fund is also valued on the last day of each calendar month. The Manager may, subject to the agreement of the Trustee, introduce additional or alternative Valuation Points.

The Manager may, at any time during a Business Day, carry out an additional valuation of the Scheme Property for the determination of Share prices if, after consultation with the Trustee, it is considered desirable to do so.

7.2 Valuation of the Fund

The valuation is carried out at mid-market prices at the Valuation Point. The Share price includes the value of the income of the Scheme Property which has not been declared as a distribution on the Dealing Day.

The amount of income to be included is the amount of income received by the Fund up to and including the day before the Dealing Day, together with the amount of income accrued and including any UK tax

credits to which the Fund is entitled. All expenses paid or accrued on the same basis as the income will be deducted from the income.

The valuation of the Scheme Property is determined as follows;

- shares in a Collective Investment Scheme – if the scheme is single priced then that price will be used. If the scheme is dual priced the mid-market price will be used;
- direct property – an independent external property valuer is responsible for providing property values for the COIF Charities Property Fund. All properties are valued at every month end at open market value in accordance with the Red Book of the Royal Institute of Chartered Surveyors (RICS). Additions to the portfolio are valued externally after acquisition.

Further details of the Manager's Valuation Policy, including the use of fair value adjustment as outlined elsewhere in this Scheme Information, is available from the Manager upon request.

7.3 Buying and Selling Prices

The buying and selling prices of the Shares are based upon the valuation of the Fund, as described above. To this valuation is added or deducted a fixed percentage of the valuation, representing the estimated transaction costs incurred in purchasing or disposing of assets. These costs are principally the difference between the bid (sell) and offer (buy) prices on the sale and purchase of assets and any associated costs.

The Manager may vary the amount of these provisions to reflect their estimate of the costs associated with any transaction. The most recent estimate of the costs and the latest Bid and Offer prices are shown on the Manager's website www.ccla.co.uk.

The Offer and Bid prices represent the buying and selling prices for Shareholders and also the creation and cancellation prices for the Trustee. No Shares are held by the Manager or any other party involved in the management of the Fund other than in the capacity as a custodian or trustee for an Eligible Contributor.

7.4 Publication of Prices

Month end prices for valuation purposes and Bid and Offer prices are displayed on the Manager's website www.ccla.co.uk.

The Fund's past performance is set out at Appendix 2 and is also available on the Manager's website www.ccla.co.uk.

8. Dealing in Shares

8.1 Application for Shares

To apply for Shares, the Applicant must have an active open account. An application to open (or reactivate) an account will normally take two Business Days provided all documents required are provided along with the Application Form. Instructions cannot be accepted until the account is active.

Dealing in Shares takes place on a forward price basis. All instructions to buy Shares must be received by 5.00pm on the Business Day prior to the Dealing Day if they are to be processed at the prices to be calculated on that day. Instructions received after this time will be held over to the next Dealing Day.

Redemption instructions must be received by 5.00pm on a Business Day.

The Manager will execute purchases or redemptions on the instructions of the investor at the published Offer/Bid price at the relevant Valuation Point. Shares can only be created or cancelled through the Trustee on behalf of the Fund.

8.2 The Dealing Day

There is currently one Dealing Day per month, normally the last Tuesday of the month, except when this is not a Business Day; then the preceding Business Day becomes the Dealing Day, unless otherwise specified on the Announcements page of the Manager's website. The Manager may, subject to the agreement of the Trustee, introduce additional or alternative Dealing Days.

8.3 Minimum Initial and Subsequent Investments

The normal minimum initial investment in the Shares is £10,000. Any additional amount may be invested thereafter. The Manager reserves the right to waive the minimum initial investment amount.

8.4 Buying Shares

Applications for the initial purchase of Shares must be made using a completed Application Form and appropriate payment must be made at the same time as the submission of the Application Form. Cheques, if used, must be drawn on an account in the name of the Applicant.

Except as specified below and in section 8.5 (Additional Investments), applications to purchase Shares can only be actioned on a particular Dealing Day if, by 5.00pm on the Business Day prior to that Dealing Day:

- a correctly completed Application Form has been received by the Manager; and

- the Manager is in receipt of a cheque or, if paying electronically, cleared funds. In the event of cleared funds being received after 5.00pm, the Manager reserves the right to use its discretion as to whether to process an instruction. Generally, an instruction will be processed provided it has been received as stipulated above and cleared funds have been received no later than 11.59pm.

Applications from nominees

Where a nominee company acts on behalf of an Applicant and has submitted a signed nominee Application Form to the Manager, the Manager may, in its discretion, process an application to buy Shares which has been received by 5.00pm on the Business Day prior to that Dealing Day even where it is not in receipt of cleared funds.

Where the Manager has acted upon such an instruction, cleared funds must be received by the end of two Business Days following that Dealing Day. Should cleared funds not be received by this time, the Manager reserves the right to immediately redeem any Shares created as a result of that instruction.

The nominee company will be responsible for any losses (including costs, expenses or other liabilities) incurred by the Manager as a result of that nominee company failing to provide cleared funds by the end of two Business Days following the relevant Dealing Day. Such losses may include (without limitation) any loss sustained by the Manager or the Fund as a consequence of a fall in the price of Shares and any costs sustained by the Manager or the Fund when redeeming such Shares.

Provisions applicable to all applications

Bank accounts of Applicants should be held with a banking institution in the United Kingdom or European Economic Area (EEA) and payments made payable in the Base Currency of the Fund.

Applications to purchase, once made, are irrevocable. However, subject to its obligations under applicable law and regulation, the Manager has the right to reject, on reasonable grounds relating to the circumstances of the Applicant (or nominee company, where applicable), any application for Shares in whole or part, and in this event the Manager will return any money sent, or the balance of such monies, at the risk of the Applicant.

The Manager may also, at its discretion, suspend the issue of new Shares if any such new issue would prevent the orderly investment of monies by the Fund.

When monies are received early, they will be banked in a "fund intake in advance account" in the name of the Fund for investment on the next Dealing Day. Interest will not be payable on these monies.

On acceptance of an application, Shares will be issued at the relevant Offer price. A contract note will normally be dispatched by the end of the next Business Day following the Dealing Day. The contract note inter alia, will show certain information, such as the number of Shares and the issue price. Shares are issued to two decimal places.

The Manager reserves the right not to execute a transaction until the charitable status and eligibility of the Applicant has been demonstrated.

Conditional Orders

The Manager cannot accept conditional purchase or sale instructions from investors. A conditional order is one where the instruction specifically states that a purchase or sale may only proceed at a specified price, e.g. purchase £50,000 worth of the Fund Shares if the Offer price is less than £5.

8.5 Additional Investments

Funds for additional investments may be sent via the Clearing House Automated Payment System (CHAPS), Bankers' Automated Clearing Services (Bacs) or Faster Payments Service (FPS). It should be noted that the payment must be remitted from the Shareholder's nominated bank account.

Additional investments for which funds are sent electronically do not require a buy Shares form to be completed provided the funds are made payable to the Fund and the CCLA account designation of the Shareholder is included on the reference of the payment. Failure to provide the account number as a reference may result in the transaction being delayed or payment returned.

For the avoidance of doubt, following completion of an Application Form, subsequent purchases of Shares for settlement via cheque or a CBF Church of England Deposit Fund account will require a buy Shares form to be submitted. For further details please contact Client Services on 0800 022 3505.

8.6 Selling Shares

Except during periods of temporary suspension, the Manager will accept orders for the redemption of Shares on any Business Day between 9.00am and 5.00pm.

All instructions to sell Shares must be made using a completed sell Shares form and be received by the Manager by 5.00pm on a Business Day. Redemption instructions, once received by the Manager, are irrevocable and cannot be withdrawn.

Subject to the paragraphs below regarding Deferral of Redemptions and Suspension of Dealing, requests to sell Shares will be dealt with on the first Dealing Day after the expiry of the required notice period (see Notice to Redeem paragraph below) and at the Bid price calculated at the Valuation Point in respect of that Dealing Day.

A contract note detailing the transaction will normally be sent out by the close of business on the next Business Day.

Proceeds of sales will be remitted to the nominated bank account of the Shareholder or be paid direct to a CBF Church of England Deposit Fund account held in the name of the Shareholder. Proceeds relating to settlement of sales are remitted within four Business Days of the Dealing Day.

In the event funds are returned, the Manager will take steps to contact the Shareholder to re-confirm payment instructions or arrange for them to be updated as necessary. Neither the Trustee or the Manager accepts any responsibility for any delay in the repayment of funds that may arise as a result of a Shareholder's payment instructions being incorrect or not being kept up to date.

Proceeds that are transferred to a CBF Church of England Deposit Fund account are credited with effect from the settlement date.

8.7 Notice to Redeem

Except in the circumstances below, Shares are redeemable at the option of a Shareholder on a Dealing Day, upon at least 90 calendar days' prior written notice to the Manager. Redemption instructions, once received by the Manager, are irrevocable and cannot be withdrawn.

For the good management of the Fund and in the interest of other Shareholders, the Manager may, at its discretion, extend the notice period to up to 6 months to allow for the orderly disposal of assets held within the Fund. Without limitation, the Manager may decide to extend the notice period to up to six months where there has been a similar notice period implemented at the level of the COIF Charities Property Fund. In the event that the notice period is extended, Shareholders will be notified in writing and sales will be processed in strict order of the instructions to sell being received. The Shareholder will receive the price ruling as at the date on which the sale is processed.

8.8 Deferral of Redemptions

If on a Dealing Day the Manager considers that there is insufficient liquidity in the Fund to meet instructions to sell Shares, the Manager may delay, in whole or part, the sale instructions for such period of time as the Manager considers appropriate. To the extent that sale instructions are not processed in full in respect of the relevant Dealing Day the sale instructions will be treated as being made again in respect of each subsequent Dealing Day until all the deferred sale instructions have been completed in full. The Share price for a deferred sale will be the Share price calculated at the Valuation Point for the Dealing Day on which the sale instruction is honoured.

If the Manager delays the processing of any sale instructions, for whatever reason, then the sale instructions will be placed in a queue and will be acted on in the following order:

1. any compulsory sale instructions (whether in whole or part) will take priority in the sale queue and will be acted on in advance of any other sale instructions irrespective of when the other sale instructions were received by the Manager;
2. sale instructions made in respect of an earlier Dealing Day will be processed in priority to those made in respect of a later Dealing Day;
3. without prejudice to (1) above, all sale instructions in respect of a particular Dealing Day shall be ranked and treated equally in priority, irrespective of the date or time such sale instructions were actually received by the Manager in respect of that Dealing Day;
4. the Manager can accept in part an instruction to sell Shares and, in the event that the Manager does so, the instruction to sell Shares shall be redeemed in proportion and pro rata with any other instructions to sell Shares which are to be treated *pari passu* with it;
5. in the event that dealings in the Fund are suspended for any reason, the queue of sale instructions will be frozen until the suspension is lifted. After the suspension has been lifted the Manager shall process sale instructions in accordance with the provisions set out in this Scheme Information; and
6. in the event that a decision has been made to wind up the Fund any sale instructions which have been deferred will be acted on in priority to the deemed redemption requests that arise as a result of the decision to wind up the Fund.

Where a request for the sale of Shares is deferred, the Manager will inform Shareholders in writing of the number of their Shares that have not yet been processed. Other than in the case of a compulsory sale instruction, a Shareholder may, by notice in writing to the Manager, cancel the whole or part of a sale instruction that has been deferred and is in a queue to be processed. Any cancellation request will be binding on the Shareholder and any subsequent request to sell Shares will be treated as a new request to sell Shares.

In the event that the Manager delays the Dealing Day of the Fund on the basis that there is insufficient liquidity in the Fund to meet the sale instructions the Manager will, without disadvantaging the remaining Shareholders in the Fund, concurrently take all necessary steps to liquidate assets in the Fund to meet the instructions to sell Shares.

8.9 Switches

Switches between The CBF Church of England Funds are permitted although switches involving the

Fund can only be undertaken on the monthly Dealing Day.

8.10 Trustee's Refusal to Issue or Cancel Shares

The Trustee has the power to refuse to issue or cancel Shares where:

- a) the Trustee is of the opinion that it is appropriate to do so; or
- b) the Trustee considers that there may be an issue with the Manager's ability or competence to continue as the Manager of the Fund; or
- c) on receipt of instructions from the Manager to issue or cancel Shares, the Trustee is of the opinion that such action would result in a breach of law or regulation; or
- d) the Applicant may be ineligible for the Fund; or
- e) there may be potential detriment to the Fund; or
- f) it is not in the interests of Shareholders that:
 - Shares should be issued; or
 - Shares should be cancelled; or
 - Shares should be issued or cancelled in the number requested by the Manager.

In all the cases where the Trustee refuses to issue or cancel Shares the Trustee must give notice to the Manager that the Trustee refuses to issue or, as the case may be, cancel, all, or a specified number of, the Shares.

On giving such a notice the Trustee is relieved of the obligation to issue or cancel the number of Shares to which the notice relates.

8.11 Suspension of Dealing

In exceptional circumstances, the Manager may, if the Trustee agrees, or shall, if the Trustee requires, temporarily suspend the issue, cancellation, buying and selling of Shares. The Manager or the Trustee must be of the opinion that there is good and sufficient reason to do so having regard to the interests of the Shareholders. Without limitation, the Manager and Trustee may agree to temporarily suspend dealings in the Fund in circumstances where dealing in the COIF Charities Property Fund is suspended. No Shares can be bought or sold during a period of suspension.

The Manager will notify the Shareholders in writing of a suspension as soon as reasonably practicable after the suspension commences. The Manager will review the grounds for suspension every 28 days to ensure that the suspension only continues for so long as it is justified, having regard to the interests of Shareholders. Shareholders will be informed of the outcome of this review.

Once the suspension has been lifted the Manager expects Shares to be priced at the Valuation Point for the next Dealing Day.

During a period of suspension, any application for the compulsory sale of Shares will not be frozen.

If dealing in the Fund is suspended for any reason, any application to sell Shares (other than for Shares which are being compulsorily redeemed) will be frozen until such time as the suspension of dealing is lifted.

8.12 Execution Services

In accordance with the FCA Regulations, the Manager must act in the best interests of the Fund when executing decisions to deal on behalf of the Fund and must establish and implement an Order Execution Policy to allow it to obtain the best possible result and to ensure that all sufficient steps are taken to act in the Shareholders' best interests in line with its Treating Customers Fairly Policy.

The Manager's Order Execution Policy sets out the basis upon which the Manager will effect transactions and place orders in relation to the Fund whilst complying with its obligations in relation to execution. Details of the Order Execution Policy are available on the Manager's website www.ccla.co.uk. A copy will also be made available on request.

9. Distributions to Shareholders

9.1 Quarterly Distribution

Distributions are calculated and declared quarterly at the end of March, June, September and December.

The distribution is based upon undistributed income received and receivable to each quarterly date less any costs and expenses for the period and subject to flows to or from the Income Reserve Account (see below).

Distributions in respect of the preceding quarter are usually paid at the end of February, May, August and November (or if this should not be a Business Day, the prior Business Day). Special distributions may be calculated and declared on any month end.

Monies will be paid directly to a bank account held in the name of the Shareholder (or a nominee company acting on behalf of that Shareholder) or paid into a CBF Church of England Deposit Fund account in the name of the Shareholder.

Changes in tax law and regulations may affect the basis of calculation and payment of distributions.

9.2 Income Reserve Account

Each quarter income may be transferred to an Income Reserve Account which reduces the amount available for distribution in respect of that quarter, or income can be transferred from the Income Reserve Account to the Distribution Account, which increases the amount available for distribution. The Income Reserve Account is used to even out fluctuations in income available for distribution which may arise

from time to time. The amount held in the Income Reserve Account forms part of the capital of the Fund and is included in the price of Shares until it is used in the payment of a distribution. Additionally, where there is a balance brought forward on the Income Reserve Account new Shareholders are acquiring a right to a proportion of the income reserve, and those selling are giving up the right to the income reserve of the Fund.

9.3 Equalisation

The first allocation of income within a distribution to which a Shareholder is entitled, following the purchase of Shares, is calculated as if the purchase had been made at the beginning of the quarter. The distribution will therefore include that part of the purchase price consisting of income from the beginning of the quarter to the date of purchase.

10. Reporting

10.1 Regular Statements

Shareholders will receive a valuation statement every six months, normally to the end of June and December unless instructed to the contrary. Shareholders may request a quarterly valuation statement. In addition, certificates of balance at any month end will be provided upon a Shareholder's request to the Manager.

10.2 Report and Accounts of the Fund

The Report and Accounts of the Fund are normally prepared for the half year to 30 June (unaudited) and the year to 31 December (audited).

The Manager will make available on its website, www.ccla.co.uk, the annual Report and Accounts for the period to 31 December (the accounting reference date) and half-yearly Report and Accounts for the period to 30 June (the interim accounting date) within six months of the end of the relevant period.

The Report and Accounts include, amongst other things, information on the Fund's risk profile and details of any changes to the Fund's liquidity management.

If a hard copy or an email of the Report and Accounts is required, please contact Client Services on 0800 022 3505.

11. Complaints and Compensation

11.1 Complaints

The Manager has established a complaints handling procedure to investigate complaints received.

Any complaints regarding the operation of the Fund should be addressed in writing to the addresses shown in Appendix 1.

Shareholders who are eligible complainants (as defined in the FCA Regulations) may have the right to complain directly to the Financial Ombudsman Service (FOS) if a complaint is not dealt with to the satisfaction of the Shareholder. The address, telephone number and website of the FOS is shown in Appendix 1.

A copy of the Manager's complaints policy is available on www.ccla.co.uk.

11.2 Compensation

The Manager will pay fair compensation on eligible claims arising from its negligence or error in the management and administration of the Fund. The Manager will not be liable for any loss arising where it has acted on the instructions of the Shareholder in accordance with the mandate.

Further information on any compensation scheme or any other investor compensation scheme of which the Manager is a member is available from the Manager on request or via www.fscs.org.uk.

12. Charges and Expenses

12.1 Remuneration and Expenses of the Trustee

The Trustee is entitled to be reimbursed or retain out of the income or capital of the Fund, any reasonable costs or expenses incurred by it, including a due proportion of any overhead expenses of the Trustee, in administering or winding up the Fund. These include the costs of conducting the Trustee's business relating to the Fund; the attendance expenses of the Trustee's meetings; legal and other costs incurred in respect of the Fund. The certification of the Trustee as to the amount of any such costs or expenses shall be conclusive.

The expenses will include charges of the Trustee's nominees and agents. The duties of the Trustee for which reimbursement may be made, involve and include (without limitation):

- delivery of securities to the Trustee;
- custody of assets;
- collection of income;
- submission of tax returns;
- handling of tax claims;
- preparation of the Trustee's annual report; and
- such other duties as the Trustee is required or empowered by law to perform.

12.2 Remuneration and Expenses of the Manager

The Annual Management Charge is currently 0.65% (plus VAT, if applicable) on the first £100 million of

the Net Asset Value of the Scheme Property and 0.50% (plus VAT, if applicable) thereafter per annum. This rate accrues daily and has been agreed with the Trustee. The Annual Management Charge is based on the Net Asset Value at the preceding valuation point. The Annual Management Charge is currently deducted from the capital of the Fund on or around the last Business Day of each month. The Trustee retains the right to pay some or all of the Manager's charge out of income. The Manager will receive no payment other than the Annual Management Charge on a periodic basis.

To avoid double charging, any charges incurred by the Fund from investments in Funds managed by the Manager will be rebated to the Fund.

Any increase in the rate of the Annual Management Charge shall be subject to:

- notice of at least 90 days being given to Shareholders; and
- the prior written agreement of the Trustee.

Further information on costs and charges can be found on the Manager's website www.ccla.co.uk.

12.3 Preliminary Charge

No preliminary charge is currently levied. The introduction of a preliminary charge and any increase in the actual or maximum amount of a preliminary charge made by the Manager shall be subject to:

- notice of at least 90 days being given to Shareholders; and
- the prior written agreement of the Trustee.

12.4 Redemption Charge

No redemption charge is currently levied. The introduction of a redemption charge and any increase in the actual or maximum amount of a redemption charge made by the Manager shall be subject to:

- notice of at least 90 days being given to Shareholders; and
- the prior written agreement of the Trustee.

12.5 Inducements

In accordance with the FCA Regulations, the Manager when executing orders or placing orders with other entities in relation to financial instruments for execution on behalf of the Fund must not accept and retain any fees, commission or monetary benefits from a third party.

The Manager must not accept any non-monetary benefits when executing orders or placing orders with other entities for execution in relation to financial instruments on behalf of the Fund, except those which are capable of enhancing the quality of the service provided to the Fund, and which are of a

scale and nature such that they could not be judged to impair the Manager's compliance with its duty to act honestly, fairly and professionally in the best interests of the Fund.

12.6 Research

Certain brokers may from time to time provide research services to the Manager which are used by the Manager in its management of the Fund. The costs and expenses for such research services will be borne by the Manager.

12.7 Other Expenses

Payments that may additionally be made out of the Scheme Property include all costs and expenses reasonably incurred in the management of the Fund including:

- a) the cost of preparing, publishing and sending Report and Accounts and Shareholder communications;
- b) solicitors fees;
- c) interest on borrowing permitted by the Fund and charges incurred in effecting or terminating such borrowing or in negotiating or varying the terms of such borrowing;
- d) taxation and duties payable in respect of the Scheme Property or the issue of Shares, if applicable;
- e) liabilities on a unitisation, amalgamation or reconstruction arising in certain circumstances;
- f) the audit fee properly payable to the Auditor and VAT which may be chargeable thereon and any proper expenses of the Auditor and the fees of the Investment Property Databank or any other benchmark authority;
- g) the fees of any relevant regulatory authority in which Shares are or may be marketed;
- h) any costs incurred through purchasing and holding of third-party funds; and
- i) such other fees or expenses as may from time to time be agreed with the Trustee and Custodian.

13. Conflicts of Interest

13.1 Conflicts of Interest Policy

The Manager operates a Conflicts of Interest Policy to ensure that its clients are treated fairly. The policy seeks to avoid circumstances which the Manager considers may give rise to potential conflicts of interest and materially disadvantage its clients. It describes the controls and arrangements for preventing the Manager and its staff from:

- favouring one client over another;
- making a financial gain, or avoiding a financial loss, at the expense of the client;
- favouring a member of staff over a client;

- providing to (or receiving from) a person other than the client, an inducement in relation to a service provided to the client, in the form of a financial interest;
- market abuse and disclosing confidential information;
- giving or receiving gifts and entertainment, monetary or otherwise that would be in breach of the Conflicts of Interest Policy;
- favouring one of the Manager's owners, The CBF Church of England Investment Fund (53.69%), COIF Charities Investment Fund (22.37%), the Local Authorities' Mutual Investment Trust (13.42%), the Executive Directors of the Manager (8.19%), the CCLA Employee Share Trust (2.09%) and the CCLA Share Incentive Plan (0.24%) at the disadvantage of its clients;
- not disclosing the Manager's close association with The CBF Church of England Funds, COIF Charities Funds and the Local Authorities' Property Fund or its ownership (above); and
- not disclosing any remaining conflicts of interest to clients before advising or transacting on their behalf.

Full details of the Conflicts of Interest Policy are available on request and on the Manager's website www.ccla.co.uk.

13.2 Material Interests and Conflicts

The Manager, the Trustee, and/or the Administrator are or may be involved in other financial, investment and professional activities which may, on occasion, cause conflicts of interest in the management of the Fund. In addition, the Fund may enter into transactions at arm's length with companies in the same Group as the Manager.

The Trustee may, from time to time, act as trustee of other funds.

Each of the parties will, to the extent of their ability and in compliance with the FCA Regulations, ensure that the performance of their respective duties will not be impaired by any such involvement.

The Fund has power to invest in other funds operated or managed by the Manager or an associate of the Manager and a rebate of charges is made to ensure no double charging of the management fee. The Manager operates a client relationship management service to offer suitable support to Church Trusts. It should be noted that this service is associated with The CBF Church of England Funds and that The CBF Church of England Investment Fund owns 53.69% of the share capital of the Manager as at 31 December 2020.

14. Taxation

14.1 General

The Fund has charitable status and is not liable to UK tax on gains arising on disposal of investments or on income from investments. It is exempt from Stamp Duty Land Tax on any property purchase transactions and from Stamp Duty and Stamp Duty Reserve Tax on the purchase of securities.

The Fund's quarterly income distributions are paid gross without any deduction of tax as all the Shareholders have charitable status and are entitled to receive such payments without deduction of tax provided that they are used for Charitable Purposes.

Distributions are paid and reinvested income is credited gross to Shareholders on the basis that all UK taxation has been both reclaimed and recovered. No deductions in respect of tax are made with regard to income distributions or income passed to capital.

For the purposes of the US Foreign Account Tax Compliance Act (FATCA), the Fund is deemed compliant.

This is the Manager's understanding of the tax position as of the date of this Scheme Information. The tax position may change in the future. Shareholders should obtain their own tax advice in respect of their own position. Shareholders will be notified in writing with regards to any material changes in the tax position of the Fund.

15. Termination

15.1 Winding Up

The Trustee has the power to wind up the Fund in accordance with the Measure. Once the Trustee has executed the declaration to wind up the Fund dealings in the Fund will be suspended and all Shareholders will be deemed to have submitted a sell Shares form to sell their Shares to the Manager.

As soon as practicable after the Fund falls to be wound up, the Trustee shall realise the Scheme Property and after paying or providing for the liabilities of the Fund and the costs of the winding up, distribute the proceeds to the Shareholders pro rata to their holdings. Any sell Shares forms already received by the Manager to sell Shares in advance of the declaration to wind up the Fund but not yet processed will be prioritised ahead of the deemed sales that have been triggered as a result of the decision to wind up the Fund. After the priority instructions to sell have been processed the Scheme Property will be distributed to the remaining Shareholders on a pro-rata basis according to the number of Shares held by them in the Fund. The

Manager has discretion to make in-specie redemptions in place of payments in cash.

In the event of winding up, any amount in the Income Reserve Account is distributed at the discretion of the Trustee.

16. General Information

16.1 Data Protection

The Manager is a data controller in accordance with the Data Protection Legislation and will hold personal data about each Shareholder's representatives (referred to below as "**representatives**") that has been supplied to the Manager (whether by the representative, a Shareholder or otherwise) as set out in the Manager's Privacy Notice. Each Shareholder agrees to ensure that the contact details and other personal data provided for it and its representatives to the Manager remains up to date at all times.

The Shareholder acknowledges that the Fund may invest in investment schemes operated and managed by the Manager and/or by third parties (referred to below as "**investment schemes**") and that the Manager may need to pass data, including personal data regarding the representatives, to those investment schemes. The Manager will not pass on any personal data to any other third party or permit the investment schemes to pass the personal data to third parties except: (i) where, in relation to the performance of its services to the Shareholder, the Manager (or the investment scheme) sub-contracts part of the services or any support services; (ii) as agreed by the Shareholder; or (iii) where required to do so for legal or regulatory purposes as set out in the Manager's Privacy Notice.

The Manager (and the investment schemes) may keep records of all business transactions for at least seven years. Shareholders have a right to inspect copies of contract notes and entries in the Manager's books or computerised records relating to their transactions. Their representatives also have certain rights under applicable Data Protection Legislation, including the right to access copies of their personal data and change the permissions given in respect of the processing of it. The Manager will treat all Shareholders' records as confidential and so reserves the right to provide copies of the Shareholder/representative's particular record, rather than allow access to files which may contain information about other Shareholders. Requests to access the above records/personal data or to exercise any other rights under applicable Data Protection Legislation should be directed to The Data Protection Adviser at the Manager's office, Senator House, 85 Queen Victoria Street, London EC4V 4ET.

16.2 Telephone and Electronic Communications

Please note the Manager may record telephone calls for training and monitoring purposes and to confirm instructions.

16.3 Amending this Scheme Information

The Trustee and the Manager reserve the right to update or amend this Scheme Information at any time. Shareholders will receive notice of any material amendment to the terms and conditions of the Fund. All current scheme information documents for The CBF Church of England Funds are available on www.ccla.co.uk or by request please contact Client Services on 0800 022 3505.

16.4 Professional Liability

The Manager holds professional indemnity insurance to cover professional liability risk.

16.5 Acceptance of Terms and Conditions

By completing the Application Form the Shareholder acknowledges and accepts the terms and conditions set out in this Scheme Information and the provisions of the Measure and agrees to be bound by them.

16.6 Applicable Law and Jurisdiction

Any agreement to invest in the Fund is governed by English law and subject to all applicable laws, regulations and rules. In the event of a conflict between such agreement and any such laws, regulations and rules, the latter shall prevail.

This Scheme Information summarises the terms on which the Fund operates. For further information as to the terms on which Shares are issued, reference should be made to the Measure.

By applying for Shares, a Shareholder acknowledges that it will be subject to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with such a Shareholder's investment in the Fund or any related material.

16.7 Additional Information

A Shareholder is entitled to request an unaudited periodic report to be provided after the end of the period to which it relates.

The Manager will make available copies of the Scheme Information, Key Information Document, factsheet and annual and half yearly Report and Accounts on its website www.ccla.co.uk.

If a hard copy or an email copy of any of these documents is required, please contact Client Services on 0800 022 3505.

Appendix 1 – Directory

The Board of CBF Funds Trustee Limited

The members of the Board are:

A. Brookes (Chairman)
C. Chan
P. Chandler
G. Dixon
C. Johnson
N. Lewis
D. Rees
M. Woodmore

Trustee and Operator

The Registered Office of the Trustee and Operator of the Fund is Senator House, 85 Queen Victoria Street, London EC4V 4ET.

Oversight

The Trustee has appointed HSBC Bank plc Trustee and Depositary Services to oversee the Manager in respect of its activities related to the management and administration of the Fund and to provide semi-annual reviews of its findings to the Trustee.

Manager

The Manager of the Fund is CCLA Investment Management Limited which is a limited liability company incorporated in England and Wales and is authorised and regulated by the Financial Conduct Authority in the conduct of investment business. Registered Office at Senator House, 85 Queen Victoria Street, London EC4V 4ET.

Incorporated on 26 October 1987.

Directors of CCLA Investment Management Limited are:

R. Horlick (Chairman)*
J. Bevan
P. Hugh Smith
J. Jesty*
C. Johnson*
G. Newson*
A. Robinson
A. Roughead*
E. Sheldon
C. West*

(* indicates a Non-Executive Director)

The Manager also manages The CBF Church of England Investment Fund, The CBF Church of England Fixed Interest Securities Fund, The CBF Church of England Global Equity Income Fund, The CBF Church of England UK Equity Fund and The CBF Church of England Deposit Fund.

CCLA Investment Management Limited Client Services telephone helpline number is 0800 022 3505. Please note telephone calls may be recorded.

Registrar

The Registrar of the Fund is CCLA Investment Management Limited. The Register may be inspected at the Registered Office of CCLA Investment Management Limited.

Custodian

The Custodian of the Fund is HSBC Bank plc, 8 Canada Square, London E14 5HQ.

Administrator

The Administrator of the Fund is HSBC Bank Plc, 8 Canada Square, London E14 5HQ.

Auditor

The Auditor of the Fund is PricewaterhouseCoopers LLP, 7 More London Riverside, London SE1 2RT.

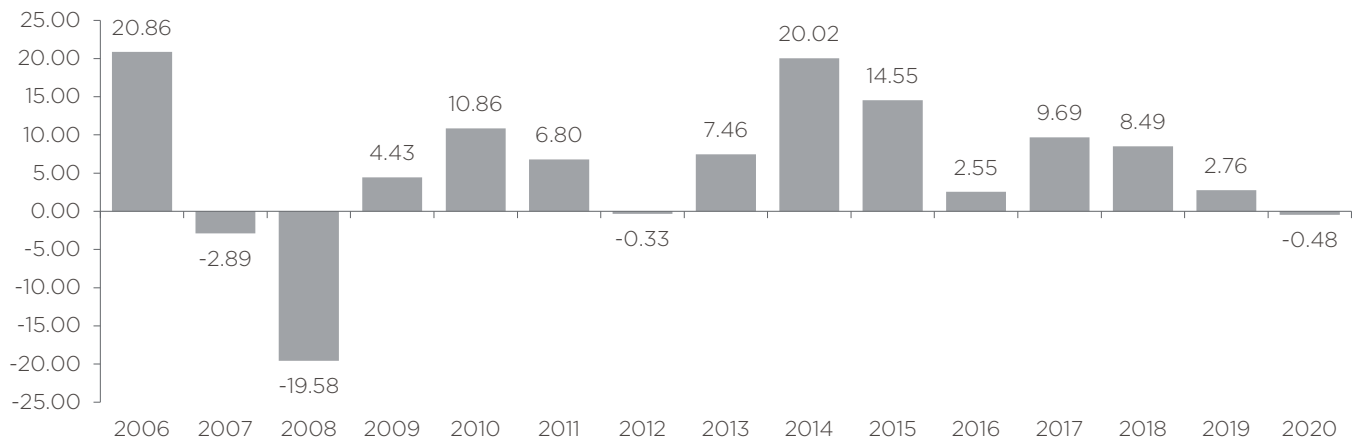
Address for Complaints

Complaints regarding the operation of the Fund should be addressed to: The Head of Client Services, CCLA Investment Management Limited, Senator House, 85 Queen Victoria Street, London EC4V 4ET or The Company Secretary, CBF Funds Trustee Limited, Senator House, 85 Queen Victoria Street, London EC4V 4ET.

Shareholders who are eligible complainants may have the right to complain directly to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. (telephone number 0845 0801800 or by visiting www.financial-ombudsman.org.uk).

Appendix 2 – Past Performance

The performance below is shown net of all Fund charges and expenses. It has been calculated in the Base Currency of the Fund.



■ The CBF Church of England Property Fund

The Fund launched in March 1999. Past performance is not a reliable indicator of future results.

CCLA Investment Management Limited

Freephone 0800 022 3505
clientservices@ccla.co.uk

www.ccla.co.uk

CCLA Investment Management Limited
(Registered in England & Wales No. 2183088) is
authorised and regulated by the Financial Conduct
Authority. Registered address: Senator House,
85 Queen Victoria Street, London EC4V 4ET.

CCLA

BECAUSE GOOD IS BETTER