BlackRock

BLACKROCK NON-UCITS RETAIL FUNDS (2)
PROSPECTUS
26 October 2026

- BLACKROCK CONSENSUS 35 FUND
- BLACKROCK CONSENSUS 60 FUND
- BLACKROCK CONSENSUS 70 FUND
- BLACKROCK CONSENSUS 85 FUND
- BLACKROCK CONSENSUS 100 FUND
- BLACKROCK GLOBAL EQUITY FUND
- BLACKROCK INSTITUTIONAL UK FOCUS FUND*
- BLACKROCK OVERSEAS EQUITY FUND

*This Fund is no longer available and is in the process of being terminated.

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IMPORTANT: IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS PROSPECTUS YOU SHOULD CONSULT YOUR PROFESSIONAL ADVISER.

1. BlackRock Non-UCITS Retail Funds (2)

This document is the 'Prospectus' of the authorised unit trust scheme detailed in this Prospectus. BlackRock Non-UCITS Retail Funds (2) (the "**Trust**") is organised as an umbrella unit trust scheme comprising separate funds with segregated liability detailed in APPENDIX 1 from time to time (each referred to herein as a "Fund" and collectively the "**Funds**"), valid as at the date specified on the cover of this document. Each Fund shall have a segregated portfolio of assets and, accordingly, the assets of a Fund belong exclusively to that Fund and shall not be used or made available to discharge (directly or indirectly) the liabilities of, or claims against, any other person or body, including the Trust and any other Fund and shall not be available for any other purpose. The Funds are subject to the rules of the FCA as set out in the COLL Sourcebook. This Prospectus complies with the requirements of COLL 4.2 of the COLL Sourcebook. Key investor information documents for each unit class in each of the Funds referred to in this Prospectus, including historic performance data, are available from the Manager.

The UK left the EU on 31 January 2020. However, under the terms of the Withdrawal Agreement concluded between the UK and the EU, a transition period was agreed during which most EU law continued to apply to the UK. This transition period came to an end at 11:00pm (UK time) on 31 December 2020. In this Prospectus the time and date at which the transition period ended is referred to as the "Transition End Date".

On and after the Transition End Date, the EUWA, in general terms, preserves law which was previously (i.e. before the Transition End Date) directly applicable EU law and EU-derived domestic law in order to ensure the proper functioning of the UK legal regime. This preserved law is subject to amendments to address deficiencies that derived from the UK's exit from the EU. These amendments are set out principally in secondary legislation and rules made by the FCA and include (without limiting the generality of the foregoing) the amendments made by the Collective Investment Schemes (Amendment etc.) (EU Exit) Regulations 2019.

Following the Transition End Date, the Scheme continues to be a Non-UCITS Retail Scheme that may be marketed to all investor types (including retail investors) in the UK

Subject to the above, each Fund will be charged with the liabilities and expenses attributable to that Fund and within the Fund charges will be allocated between classes of units in accordance with the terms of issue of units of those classes. Any assets, liabilities, expenses, costs or charges not attributable to a particular Fund may be allocated by the Trustee in consultation with the Manager in a manner which it believes is fair to unitholders generally within the same umbrella. This will normally be pro rata to the net asset value of the relevant Funds.

2. Distribution

No person has been authorised by the Manager to give any information or to make any representations in connection with the offering of units other than those contained in the Prospectus and, if given or made, such information or representations must not be relied on as having been made by the Manager. The delivery of this Prospectus (whether or not accompanied by any reports) or the issue of units shall not, under any circumstances, create any implication that the affairs of any Fund have not changed since the date hereof.

Authorised intermediaries which offer, recommend or sell units in the Funds must comply with all laws, regulations and regulatory requirements applicable to them. Also, such intermediaries should consider such information about the Funds as is made available by the Manager or Investment Manager for the purposes of the UK's Product Governance regime including, without limitation, target market information.

This Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which an offer or solicitation is not lawful or in which the person making such an offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such a solicitation. It is the responsibility of any persons in possession of this Prospectus and any persons wishing to apply for units in the Funds to inform themselves of and to observe all applicable laws and regulations of any relevant jurisdiction. Prospective investors should inform themselves as to the legal requirements of applying for units and any applicable exchange control regulations and taxes in the countries of their respective citizenship, residence, domicile or incorporation.

Marketing to investors based outside of the UK is permitted only in accordance with the local laws applicable in the relevant jurisdiction where such marketing is taking place.

US Persons are not permitted to subscribe for units in the Funds. The units in the Funds have not and will not be registered under the United States Securities Act 1933, the United States Investment Company Act 1940, or the securities laws of any of any of the States of the United States of America and may not be directly or indirectly offered or sold in the United States of America or for the account or benefit of any US Person, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the United States Securities Act 1933, United States Investment Company Act 1940 and similar requirements of such state securities law.

The units in the Funds have not been, nor will they be, qualified for distribution to the public in Canada as no prospectuses for the Funds have been filed with any securities commission or regulatory authority in Canada or any province or territory thereof. This document is not, and under no circumstances is to be construed, as an advertisement or any other step in furtherance of a public offering of units in Canada. No Canadian resident may purchase or accept a transfer of units in the Funds unless

he or she is eligible to do so under applicable Canadian or provincial laws.

Notwithstanding the above, all unitholders must meet the eligibility criteria set out in this Prospectus and the Trust Deed.

3. Glossary

AIF	An alternative investment fund (as defined under the AIFMD) which is authorised and regulated by the FCA.
AIFMD	means the provisions of: (i) the UK version of Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010 which are part of UK law by virtue of the EUWA; (ii) the UK version of Commission Delegated Regulation (EU) No. 231/2013 which is part of UK law by virtue of the EUWA; (iii) the rules contained in the FCA Handbook; (iv) The Alternative Investment Fund Managers Regulations 2013' and; (v) any other applicable UK national implementing measures, each as may be amended or updated from time to time.
Approved Bank	in relation to a bank account opened by the Company: (a) if the account is opened at a branch in the United Kingdom: (i) the Bank of England; or (ii) the central bank of a member state of the OECD; or (iii) a bank (as defined in the glossary of definitions in the FCA Handbook); or (iv) a building society (as defined in the glossary of definitions in the FCA Handbook); or (v) a bank which is supervised by the central bank or other banking regulator of a member state of the OECD; or (b) if the account is opened elsewhere: (i) a bank in (a); or (ii) a bank which is regulated in the Isle of Man or the Channel Islands; or (c) a bank supervised by the South African Reserve Bank; or (d) a credit institution established in an EEA State and duly authorised by the relevant Home State regulator.
Associated Fund	A UK UCITS and/or other collective investment scheme that is managed by the Manager or by an associate (as defined by the FCA).
Auditor	Ernst & Young LLP.
BlackRock Group	The BlackRock group of companies, the ultimate holding company of which is BlackRock, Inc.
Business Day	A day which is not a Saturday or Sunday or any other day recognised in England and Wales as a public holiday or any other day on which banks or the London Stock Exchange are not open for business in the UK. In addition, where a Fund invests outside the UK, the Manager may also take into account whether relevant local exchanges are open, and may elect to treat such closures as non-business days. A list of such days treated as non-business days for certain Funds from time to time can be obtained from the Manager upon request and is also available in the "Library" section on the "Individual Investor" and the "Intermediary" websites at www.blackrock.co.uk. This list is subject to change.
CCP	a legal person that interposes itself between the counterparties to the contracts traded on one or more financial markets, becoming the buyer to every seller and the seller to every buyer, as defined in article 2(1) of EMIR.
COLL Sourcebook	The collective investment schemes sourcebook which forms part of the FCA Handbook, as amended from time to time. References to rules or guidance in the COLL Sourcebook are prefaced by "COLL".
EEA	the European Economic Area.
EEA State	an EU member state and any other state which is within the EEA, as defined in the FCA Handbook.
EEA UCITS	a collective investment scheme established in accordance with the UCITS Directive in an EEA State.
Eligible Institution	one of certain eligible institutions (being a CRD credit institution authorised by its Home State regulator or a MiFID investment firm authorised by the FCA or an EEA MiFID investment firm authorised by its Home State regulator) as defined in the glossary of definitions in the FCA Handbook.
EMIR	Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories and all delegated and implementing

	regulations made thereunder, as such regulations form part of the domestic law of the UK.
EU	the European Union, being the Union established by the Treaty on European Union signed at Maastricht on 7 February 1992 (as amended), taking into account the UK's withdrawal from the Union pursuant to article 50 of the Treaty.
EUWA	the European Union (Withdrawal) Act 2018.
FCA	The Financial Conduct Authority or any other relevant successor regulatory body from time to time.
FCA Handbook	The FCA's handbook of rules and guidance, as amended from time to time.
Fund	An authorised unit trust scheme managed by the Manager, as is set out in APPENDIX 1 to this Prospectus and "Funds" shall mean any two or more of such authorised unit trust schemes.
Home State	A home state, as defined in the glossary of definitions in the FCA Handbook.
Investment Manager	BlackRock Investment Management (UK) Limited.
Manager	BlackRock Fund Managers Limited, the alternative investment fund manager, or "AIFM" of each Fund under the AIFMD.
MiFID II	EU Directive 2014/65/EU on markets in financial instruments, delegated and implementing EU regulations made thereunder, and the EU's Markets in Financial Instruments Regulation (600/2014) and such directive, delegated and implementing EU regulations made thereunder and regulation as they form part of the domestic law of the UK.
Non-UCITS Retail Scheme	A scheme complying with the requirements of the COLL Sourcebook for a non-UCITS retail scheme.
Normal Business Hours	The hours between 8.30 a.m. and 5.30 p.m. on any Business Day.
OECD	Organisation for Economic Co-operation and Development.
PNC Group	The group of companies, of which the PNC Financial Services Group, Inc. is the ultimate holding company.
Principal Distributor	BlackRock Investment Management (UK) Limited.
Register	The register of unitholders for each of the Funds.
Registrar	BlackRock Fund Managers Limited or such other entity to whom it has delegated the registrar functions in respect of a Fund.
Safekeeping Function	The function of safekeeping the assets of the Funds, which includes (i) holding in custody all financial instruments that can be registered in a financial instrument account opened in the Trustee's books and all financial instruments that can be physically delivered to the Trustee; and (ii) for other assets, verifying the ownership of such assets and maintaining records accordingly.
SDRT	Stamp duty reserve tax.
SFTR	Regulation (EU) 2015/2365 of the European Parliament and of the Council on Transparency of Securities Financing Transactions and of Reuse and on Reporting, as such regulation forms part of the domestic law of the UK.
Trust	BlackRock Non-UCITS Retail Funds (2).
Trust Deed	The instrument constituting the Trust and providing, among other things, for the Trustee's duties as depositary, as such instrument may be amended from time to time.
Trustee	The Bank of New York Mellon (International) Limited, which has been appointed as the Funds' depositary within the meaning of the AIFMD.
UCITS	An undertaking for collective investment in transferable securities which is either a UK UCITS or an EEA UCITS, as the context requires.
UCTIS Directive	As the context so requires, either: (i) Directive No. 2009/65/EC of the Council and of the European Parliament of 13 July 2009 on the co-ordination of laws, regulations and administrative provisions relating to UCITS, as amended (including any delegated and implementing directives or regulations made thereunder), which applies to EEA UCITS schemes; or (ii) Directive 2009/65/EC (as referred to in (i) of this definition), as amended (including any delegated and implementing directives or regulations made thereunder), as, and to the extent that, such Directive and delegated directives or regulations are implemented and retained in UK law, regulation and

	applicable FCA rules (including, for the avoidance of doubt, the COLL Sourcebook).
UK	The United Kingdom of Great Britain and Northern Ireland.
UK UCITS	Has the meaning given to it as more fully described in the FCA Handbook, being (in accordance with sections 236A and 237 of the Financial Services and Markets Act 2000) a collective investment scheme which may consist of several sub-funds, which is either an authorised unit trust scheme, an authorised contractual scheme, or an authorised open-ended investment company with the sole object of collective investment of capital raised from the public in transferable securities or other liquid financial assets, operating on the principle of risk-spreading, with units which are, at the request of holders, repurchased or redeemed, directly or indirectly, out of those undertakings' assets, and which has identified itself as a UCITS in its prospectus and has been authorised accordingly by the FCA.

4. The Manager

BlackRock Fund Managers Limited acts as Manager of the Funds and also of other authorised unit trust schemes listed in 0 "Other Authorised Unit Trust Schemes" for which separate prospectuses and key investor information documents (in the case of UK UCITS schemes) are available.

The Manager (Registered Company No. 1102517) is a limited company incorporated in England and Wales on 20 March 1973 under the Companies Acts 1948 to 1967 for an unlimited duration. It is a subsidiary of BlackRock, Inc. and forms part of the BlackRock Group. The Manager is authorised and regulated by the FCA with permission to carry on the activity of 'managing an AIF' in the UK. As such, the Manager has been appointed to be the alternative investment fund manager of the Funds, each of which is an alternative investment fund, or 'AIF', for the purposes of the AIFMD.

The Trust Deed contains provisions governing the responsibilities of the Manager in relation to the management and administration of the Funds and the issue and redemption of the units. The Manager, as the alternative investment fund manager of each of the Funds, is responsible for the portfolio management of each Fund and exercising the risk management function in respect of each Fund. In addition, the Manager's duties include maintaining the books and records of each Fund, valuing each Fund's assets, calculating the net asset value of each Fund and the net asset value per unit and the general administration of the Funds, including the distribution of units. As the alternative investment fund manager of each of the Funds, the Manager is also responsible for ensuring compliance with the AIFMD in respect of each Fund. Professional liability risks resulting from those activities which the Manager carries out pursuant to the AIFMD, are covered by the Manager through 'own funds' (within the meaning of the AIFMD).

The Manager may delegate certain of its functions to third parties. Further details of the functions currently delegated by the Manager are set out in sections 6, 7, 8 and 10.

The registered office of the Manager is 12 Throgmorton Avenue, London, EC2N 2DL.

The issued and paid-up share capital of the Manager is £18,100,000 divided into ordinary shares of £1 each.

The directors of BlackRock Fund Managers Limited, as at the date of this Prospectus, are set out below:

A M Lewis*

D Edgar

T S Hale

A C Hoctor-Duncan*

T N Hodgson

A L Pickering

S L Sabin

M J Seymour

*Non-executive directors.

None of the directors are directors on the board of other companies within the BlackRock Group. None of the directors' main business activities (which are not connected with the business of the Manager or any of its associates) is of significance to the Funds' business.

5. The Trustee

The Bank of New York Mellon (International) Limited is the trustee of the Funds and, for the avoidance of doubt, acts as the global custodian to the Funds.

The Trustee acts as depositary for the purposes of the Directive.

The Trustee's services, which include the safekeeping of the property of the Funds, must be performed in accordance with the Trust Deed and the provisions of the COLL Sourcebook.

The Trustee is a private company limited by shares incorporated in England and Wales on 9 August 1996. Its ultimate holding company is The Bank of New York

Mellon Corporation, a public company incorporated in the United States of America.

The registered and head office of the Trustee is 160 Queen Victoria Street, London, EC4V 4LA.

The principal business activity of the Trustee is the provision of custodial, banking and related financial services. The Trustee is authorised by the Prudential Regulation Authority and dual-regulated by the FCA and the Prudential Regulation Authority.

Terms of Appointment

The Manager is required to enter into a written contract with the Trustee to evidence its appointment as depositary of the Funds for the purposes of the regulations. The Trustee was appointed as depositary under an agreement entered into between BlackRock Fund Managers Limited and BNY Mellon Trust & Depositary (UK) Limited dated 27 June 2011, as amended from time to time, and as novated in favour of the Trustee with effect from 18 June 2018 (the "**Depositary Agreement**").

The Funds will pay trustee and custody fees to the Trustee, details of which are disclosed in section 29.

Duties of the Trustee

The Trustee is responsible for the safekeeping of scheme property, monitoring the cash flows of the Funds, and must ensure that certain processes carried out by the Manager are performed in accordance with the applicable rules and the Trust Deed and Prospectus.

Conflicts of Interest

The Trustee or any BNY Mellon Affiliates may have an interest, relationship or arrangement that is in conflict with or otherwise material in relation to the services it provides to the Manager and the Funds. Conflicts of interest may also arise between the Trustee's different clients.

As a global financial services provider, one of the Trustee's fundamental obligations is to manage conflicts of interest fairly and transparently. As a regulated business, the Trustee is required to prevent, manage and, where required, disclose information regarding any actual or potential conflict of interest incidents to relevant clients.

The Trustee is required to and does maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps designed to prevent conflicts of interest from adversely affecting the interests of its clients.

The Trustee maintains an EMEA Conflicts of Interest Policy (the "Conflicts Policy"). The Conflicts Policy (in conjunction with associated policies):

(a) identifies the circumstances which constitute or may give rise to a conflict of interest entailing a risk of damage to the interests of one or more clients;

(b) specifies the procedures or measures which should be followed or adopted by the Depositary in order to prevent or manage and report those conflicts of interest;

(c) sets out effective procedures to prevent or control the exchange of information between persons engaged in activities involving a risk of a conflict of interest where the exchange of that information may harm the interests of one or more clients;

(d) includes procedures to ensure the separate supervision of persons whose principal functions involve carrying out activities with or for clients and whose interests may conflict, or who otherwise represent different interests that may conflict, including with the interests of the Trustee;

(e) includes procedures to remove any direct link between the remuneration of individuals principally engaged in one activity and the remuneration of, or revenues generated by, different individuals principally engaged in another activity, where a conflict of interest may arise in relation to those activities;

(f) specifies measures to prevent or limit any person from exercising inappropriate influence over the way in which an individual carries out investment or ancillary services or activities; and

(g) sets out measures to prevent or control the simultaneous or sequential involvement of an individual in separate investment or ancillary services or activities where such involvement may impair the proper management of conflicts of interest.

Disclosure of conflicts of interest to clients is a measure of last resort to be used by the Trustee to address its regulatory obligations only where the organizational and administrative arrangements established by the Trustee (and any BNY Mellon Affiliates where applicable) to prevent or manage its conflicts of interest are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of clients will be prevented.

The Trustee must assess and review the Conflicts Policy at least once per year and take all appropriate measures to address any deficiencies.

The Trustee shall make available to its competent authorities, on request, all information which it has obtained while performing its services and which may be required by the competent authorities of the Funds.

For the purposes of this section, the following definitions shall apply:

"BNY Mellon Affiliate" means any entity in which The Bank of New York Mellon Corporation (a Delaware corporation with registered office at 240 Greenwich St, New York, New York 10286, U.S.A) controls (directly or indirectly) an interest of no less than 30% in the voting stock or interests in such entity.

"**Link**" means a situation in which two or more natural or legal persons are either linked by a direct or indirect holding in an undertaking which represents 10% or more of the capital or of the voting rights or which makes it possible to exercise a significant influence over the management of the undertaking in which that holding subsists.

"**Group Link**" means a situation in which two or more undertakings or entities belong to the same group within the meaning of Article 2(11) of Directive 2013/34/EU, as implemented or given direct effect in the UK, or international accounting standards adopted in accordance with Regulation (EC) No. 1606/2002, as it forms part of the law of the UK by virtue of the EU Withdrawal Act 2018, as amended, modified and reinstated from time to time, and any succeeding UK law or regulation which becomes enforceable by law from time to time.

The following conflict of interest may arise between the Trustee, the Funds and the Manager:

A Group Link because the Manager has delegated certain administrative functions to the Trustee or any BNY Mellon Affiliate.

The Trustee shall ensure that policies and procedures are in place to identify all conflicts of interests arising from such Group Link(s) and shall take all reasonable steps to avoid such conflicts of interests. Where such conflicts of interests cannot be avoided, the Trustee and the Manager will ensure that such conflicts of interests are managed, monitored and disclosed in order to prevent adverse effects on the interests of the Funds and unitholders.

If a Link exists between the Trustee and any unitholders in the Funds, the Trustee shall take all reasonable steps to avoid conflicts of interests arising from such Link, and ensure that its functions comply with the regulations as applicable.

Delegation

The following conflict of interest may arise as a result of the delegation arrangements relating to safekeeping outlined above:

A Group Link where the Trustee (or any delegate of the Trustee) has delegated the safekeeping of the scheme property to a BNY Mellon Affiliate .

The Trustee shall ensure that policies and procedures are in place to identify all conflicts of interests arising from such Group Links and shall take all reasonable steps to avoid such conflicts of interests. Where such conflicts of interests cannot be avoided, the Trustee will ensure that such conflicts of interests are managed, monitored and disclosed in order to prevent adverse effects on the interests of the Funds and its unitholders.

The Trustee may, from time to time, act as trustee, depositary or custodian of other collective investment schemes.

Up-to-date information stated above with regards to the Trustee will be made available to unitholders on request.

Delegation of Safekeeping Functions

The Trustee acts as global custodian and may delegate safekeeping to one or more global sub-custodians (such delegation may include the powers of sub-delegation).

The Trustee has delegated safekeeping of the assets of the Funds to The Bank of New York Mellon SA/NV and/or the Bank of New York Mellon (the "**Global Sub-Custodians**"). The Global Sub-Custodians may sub-delegate safekeeping of assets in certain markets in which the Funds may invest to various sub-delegates.

6. The Investment Manager

The Manager has delegated certain functions with respect to the portfolio management of the assets of each of the Funds and the performance of certain risk management functions to BlackRock Investment Management (UK) Limited. The registered office of the Investment Manager is 12 Throgmorton Avenue, London, EC2N 2DL. The Investment Manager is authorised and regulated by the FCA. The Investment Manager's principal activity is providing collective portfolio management and risk management services.

The Investment Manager has been granted the authority to manage and make purchases and sales of investments for the appropriate Funds on the Manager's behalf and as the Manager's agent, within the investment policies of the Funds. The Investment Manager has discretion to buy, sell, retain, exchange or otherwise deal in investments, subscribe for new issues, and accept placings, underwritings or sub-underwritings for the relevant Funds. The Investment Manager may sub-delegate all or part of its functions to associates and shall seek the consent of the Manager prior to any such sub-delegation, including where the sub-delegation involves the exercise of its discretionary investment management powers.

The Investment Manager (or an associate to which a function has been delegated) reports to the board of the Manager on the performance of each Fund.

The Manager and the Investment Manager are members of the BlackRock Group and are associates. Their ultimate holding company is BlackRock, Inc., a US public company.

The Manager may terminate its investment management agreement with the Investment Manager upon notice

with immediate effect. The Investment Manager may terminate its investment management agreement on giving three months' notice to the Manager, however, in certain limited circumstances (such as the Manager ceasing to be the alternative investment manager "AIFM" for the purposes of the AIFMD), the Investment Manager may terminate its investment management agreement with the Manager upon notice with immediate effect.

The Investment Manager's fees for acting as the investment manager of the Funds are paid by the Manager.

7. Principal Distributor

BlackRock Investment Management (UK) Limited is the Principal Distributor of the Funds. It is regulated by the FCA.

The Principal Distributor was incorporated with limited liability in England and Wales on 16 May 1986 for an unlimited period.

The registered office of the Principal Distributor is at 12 Throgmorton Avenue, London EC2N 2DL.

The Principal Distributor has authority to distribute the Funds directly, and also to appoint other distributors of the Funds, provided any such distribution is carried out in accordance with applicable law in the jurisdiction where such distribution is undertaken. The Principal Distributor may enter into retrocession arrangements with third party distributors.

The Principal Distributor is authorised by the Manager and entitled at its sole discretion, subject to the FCA rules and without recourse or cost to the Funds to rebate all of or part of the Manager's charges by way of initial or renewal commission or rebate of the annual management charge, to authorised intermediaries or to third party distributors or agents in respect of any subscriptions for, or holdings of, units for any investors, as further described in section 19 of this Prospectus. Payments of rebates are subject to the Manager receiving its fees and charges from the Funds. The Manager may also discount preliminary charges to directors and employees of the Principal Distributor and its affiliates.

The Principal Distributor has appointed BlackRock (Channel Islands) Limited ("BCI") to carry out certain administration services. BCI is a company incorporated with limited liability in Jersey on 10th August 1972 for an unlimited period.

The directors of BCI are: Edward A. Bellew, Grant Collins, Duncan McSporran and Mark Wanless.

The registered office of BCI is at Aztec Group House, 11-15 Seaton Place, St. Helier, Jersey, Channel Islands, JE4 0QH.

8. The Securities Lending Agent

BlackRock Advisors (UK) Limited, having its registered office at 12 Throgmorton Avenue, London, EC2N 2DL has been appointed as securities lending agent, under the terms of a securities lending management agreement. BlackRock Advisors (UK) Limited may subdelegate performance of its securities lending agency services to other BlackRock Group companies or third parties including the PNC Group.

BlackRock Advisors (UK) Limited has the discretion to arrange securities loans with counterparties which may include associates within the BlackRock Group and third party companies within the PNC Group.

Under the terms of the agreement, the securities lending agent is appointed to manage each Fund's securities lending activities and is entitled to receive a fee out of the income generated from securities lending. The fee of the securities lending agent represents direct costs (and if relevant indirect operational costs/fees) of each Fund's securities lending activities. All revenue generated from securities lending activities net of the securities lending agent's fee will be returned to the Funds. If there is securities lending revenue generated, the securities lending agent will receive a fee of 37.5% of such securities lending revenue and will pay any third party operational and administrative costs associated with, and incurred in respect of, such activity, out of its fee. To the extent that the securities lending costs payable to third parties exceed the fee received by the securities lending agent, the securities lending agent will discharge any excess amounts out of its own assets. Full financial details of the amounts earned and expenses incurred with respect to securities lending for each Fund, including fees paid or payable, will also be included in the annual and semi-annual financial statements. The securities lending arrangements and associated costs will be reviewed at least annually.

9. The Registrar

The Manager is the person responsible for maintaining the Register under the terms of the Trust Deed for each of the Funds. The Register for each of the Funds may be inspected at the registered office of the Manager by or on behalf of the unitholders, on any Business Day during Normal Business Hours. The Manager has delegated its registrar functions and the performance of transfer agency services The Bank of New York Mellon (International) Limited.

The Register is conclusive evidence of the title to units except in the case of any default in payment or transfer to a Fund of cash or other property due and the Trustee and the Manager are not obliged to take notice of any trust or equity or other interest affecting the title to any of the units.

10. The Administrator

The Manager has delegated certain fund accounting and fund administration functions in respect of the Funds to The Bank of New York Mellon (International) Limited

11. The Auditor

The auditor of the Funds is Ernst & Young LLP whose address is 1 More London Place, London, SE1 2AF. The Auditor's responsibility is to audit and express an opinion on the financial statements of each Fund in accordance with applicable law and auditing standards.

12. Unitholder's Relationship with a Fund

In order to subscribe for units, unitholders must complete an appropriate application form (the "**Form**"). By doing so, unitholders agree to subscribe for units and to be bound by the terms of this Prospectus and the Trust Deed (each Form, Prospectus and the Trust Deed, together, the "**Subscription Documents**"). All unitholders are entitled to the benefit of, are bound by, and are deemed to have notice of, the provisions of the Trust Deed, copies of which are available as described in section 37(ix) below. The provisions of the Trust Deed are binding on the Trustee, the Manager and the unitholders and all persons claiming through them respectively as if all such unitholders and persons had been party to such Trust Deed. The Subscription Documents are governed by English law and the courts of England shall have jurisdiction in relation to claims made under them.

Unitholders should note that there are a number of legal instruments providing for the recognition and enforcement of foreign judgments in England. Depending on the nature and jurisdiction of the original judgment, the following reciprocal enforcement regulations, conventions and treaties may be applicable: (i) Council Regulation (EC) No 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the "Brussels Regulation"), (ii) Regulation (EC) No 805/2004 of the European Parliament and of the Council of 21 April 2004 creating a European Enforcement Order for uncontested claims, (iii) the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters done at Lugano on 30 October 2007 (the "Lugano Convention"), (iv) the Administration of Justice Act 1920, and (v) the Foreign Judgments (Reciprocal Enforcement) Act 1933 may apply. Judgments obtained in jurisdictions or relating to matters not covered by such legal instruments may be enforceable at common law.

13. Unitholder's Rights Against Service Providers

The Trust is reliant on the performance of service providers, including the Investment Manager and the Auditor, whose details are set out herein (the "**Service Providers**").

No unitholder 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 unitholder may have to bring a claim against an FCA authorised Service Provider, the Manager or the Trustee under Section 138D of the Financial Services and Markets Act 2000 (which provides that breach of an FCA rule by such Service Provider, the Manager or the Trustee is actionable by a private person who suffers loss as a result), or any tortious or contractual cause of action. Unitholders who believe they may have a claim under Section 138D of the Financial Services and Markets Act 2000, or in tort or contract, against any Service Provider, the Manager or the Trustee in connection with their investment in a Fund, should consult their legal adviser.

Unitholders who are "Eligible Complainants" for the purposes of the FCA "Dispute Resolutions Complaints" rules (natural persons, micro-enterprises and certain charities or trustees of a trust) are able to refer any complaints against the Manager or the Trustee to the Financial Ombudsman Service ("**FOS**") (further details of which are available in section 37(vi) and at www.financial-ombudsman.org.uk). Additionally, unitholders may be eligible for compensation under the Financial Services Compensation Scheme ("**FSCS**") if they have claims against the Manager, Trustee or another FCA authorised Service Provider (including the Investment Manager) which is in default. As set out in section 37(vii), there are limits on the amount of compensation available. Further information about the FSCS is at www.fscs.org.uk. To determine eligibility in relation to either the FOS or the FSCS, unitholders should consult the respective websites above and speak to their legal advisers.

The Trust Deed provides that the Trustee will be liable to the Funds for the loss by the Trustee, or a third party to whom it has entrusted custody, of financial instruments held in custody (provided that such liability has not been lawfully discharged). The Trust Deed imposes further duties and obligations on the Trustee. The Trustee will be liable for the breach of its obligations under the Trust Deed.

14. Purchase and Redemption of Units

(a) Liquidity management

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

The liquidity management systems and procedures employed by the Manager enable it to measure the liquidity of a Fund's portfolio against thresholds set by reference to each Fund's redemption policy. The Manager seeks to ensure that each Fund will remain within the liquidity limits set for it. The Manager is also able to apply various tools and arrangements necessary to respond appropriately to redemption requests. In normal circumstances, redemption requests will be processed as set out below in section 14(d). Other arrangements may also be used in response to redemption requests, including the use of the power of deferral or similar

arrangements (as set out in this document, for example, in section 14(e)) which, if activated, will restrict the redemption rights unitholders benefit from in the ordinary course. The Manager may also temporarily suspend redemptions in certain circumstances as set out in section 14(g).

(b) Purchase of units

Subject to the policy on pricing (see section 17), and the relevant Unitholder successfully opening an account units in any Fund may normally[1] be purchased during Normal Business Hours on any Business Day either in writing, by telephoning the Investor Services Team on Freephone 0800 445522 or (when available) by such forms of electronic communication as may be approved by the Manager.

Written instructions should be addressed to the Manager and sent by post to the Registrar using the following address:

BlackRock, PO Box 545, Darlington, DL1 9TQ.

Any written instructions sent directly to the Manager will be forwarded to the Registrar as soon as reasonably practicable. Instructions will be processed at the next valuation point following receipt by the Registrar.

It is currently not possible to purchase units over the telephone using a debit card or to set up direct debit mandates by telephone however this may be made available to investors in the future. To confirm whether this is available at the time of purchase please contact the Investor Services Team on Freephone 0800 445522. When units are purchased over the telephone, calls may be recorded by the Manager. When placing an order for the purchase of units, the Manager will request that an application form be completed and returned to the Manager.

The Manager reserves the right to reject, on reasonable grounds any application for units in whole or in part. Failure to return a fully completed application form may result in a delay in the Manager processing any subsequent redemption request or may result in the Manager withholding redemption proceeds. Any such redemption monies will be held by the Manager in accordance with FCA rules on client money with a third party bank. No interest will be paid to investors during the period the monies are treated as client money.

All requests for purchase of units must be received by the dealing cut off time for the Funds as set out in APPENDIX 1, otherwise they will be held over to the next following valuation point. Purchase orders made by telephone or (when available) by electronic communication and received outside of Normal Business Hours will be effected as soon as possible on the next Business Day. Please note that monies received on a Business Day when there is not a valuation point will not be invested in the relevant Fund until the next valuation point. Any such monies will be held by the Manager in accordance with the FCA rules on client money with a third party bank. No interest will be paid to investors during the period the monies are treated as client money.

A contract note will be sent to the applicant on the next Business Day after the valuation point applicable to the deal. The contract note will show the price of the relevant units (per unit and the total cost), shown to at least four significant figures. If an investor has not already paid, they must ensure that the Manager receives payment by close of business on the third Business Day after the valuation point applicable to the deal. The Manager may however, subject to notifying the relevant investor prior to accepting a purchase request, require earlier payment. If timely settlement is not made, as required by the Manager, the Investment Manager may (at its sole discretion) enter into a credit agreement with the investor to facilitate the timely settlement of the transaction. In accordance with applicable law, such credit agreement shall be classified as an exempt agreement under the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 Where the Investment Manager decides to enter into such a credit agreement, the investor will receive title to the units, subject to a lien in favour of the Investment Manager to the full value of the outstanding settlement amount of the units, plus any costs, or resultant profits or losses, incurred by the Investment Manager, the Manager, or the Funds arising as a result of a delay in timely settlement by the investor, including but not limited to any costs associated with liquidating the units and any shortfall between the lien and the value of the units at the time of redemption. Dividend distributions and redemption proceeds may be withheld by the Manager, for the account of the Investment Manager, until such a time as the account is settled. There may also be a delay in processing redemption requests until such a time as the account is settled. No interest will be paid to investors on dividend distributions or redemption proceeds so withheld. If the investor does not repay the amounts owed within a time period specified by the Investment Manager, the Manager will have complete discretion, for the account of the Investment Manager, to redeem the units as repayment for the amounts owed. Any amounts still owing to the Investment Manager will be classified as an unpaid debt, and the appropriate debt recovery process will be initiated to recover this debt. Subject to applicable laws and regulations, the Investment Manager reserves the right, at its absolute discretion, to unilaterally cancel the credit agreement for any reason, at any time, without notice.

The Manager will not send contract notes for purchases under the BlackRock Savings Plan. Instead, it will send unitholders an initial acknowledgement, followed by half yearly statements. These statements are prepared according to the FCA rules.

[1] In certain circumstances, for example, in the unlikely event of operational systems failure, or in exceptional market conditions, dealing in the Funds may not be possible at the times stated

No certificates are issued in respect of units in the Funds.

In accordance with the COLL Sourcebook the Manager reserves the right to refuse to issue units in certain circumstances, in particular where it has reasonable grounds to refuse the sale.

Unitholders must meet the investment criteria for any unit class in which they intend to invest (such as minimum initial investment and, for Class X units[2] and Class XM units having an agreement with the Manager, the Principal Distributor or one of their affiliates in relation to the holding of Class X units[1] and Class XM units). If a purchase request is processed for units in a class in which a unitholder does not meet the investment criteria then the Manager reserves the right to switch the investor into a more appropriate class in the Fund (where available) or redeem the unitholder's units. In such a scenario the Manager is not obliged to give the unitholder prior notice of its actions and the investor bears any consequent risk including that of market movement.

(c) Cancellation rights

Unitholders have 14 days in which to cancel the relevant purchase if advised to purchase units by an authorised person through whom a unitholder's business is placed with the Manager unless an appropriate customer agreement exists between such authorised person and the unitholder. The 14 days commences upon receipt of the contract note by the unitholder. A unitholder will need to notify the Manager in writing that it wishes to exercise a right to cancel. Unitholders should note that exercising a right to cancel does not necessarily mean that a unitholder will receive back the amount invested. Unitholders will receive back an amount based on the purchase price next calculated following the Manager's receipt of a valid cancellation notice in writing. A unitholder which has not yet paid for the investment will be liable to make up any shortfall. Proceeds from cancellation will be retained in a client money account until the purchase payment has cleared. This may be for a period of up to 21 calendar days from the date of acquisition. No interest will be paid on cancellation monies.

For regular savings, unitholders are only entitled to exercise a right to cancel in respect of the initial payment, although will not be liable to make up any shortfall and will therefore receive the full amount of the initial payment.

(d) Redemption of units

Subject to the policy on pricing (see section 17) and the relevant Unitholder successfully opening an account, units in any Fund may normally[3] be sold back to the Manager during Normal Business Hours on any Business Day either by application in writing by telephone or by fax. Written applications should be addressed to the Manager and sent by post to the Registrar using the following address: BlackRock, PO Box 545, Darlington, DL1 9TQ. Any written applications sent directly to the Manager will be forwarded to the Registrar as soon as reasonably practicable. Applications will be processed at the next valuation point following receipt by the Registrar. When a unitholder redeems units over the telephone, calls may be recorded by the Manager. Redeeming unitholders must complete and sign a renunciation form, or write a letter confirming the redemption. This form is available from the Manager on request. In limited circumstances the Manager may at its discretion accept renunciation instructions in facsimile (followed by an original signature). The Manager does not normally accept renunciation or transfer instructions in electronic format. The Manager will send unitholders a repurchase contract note by close of business on the Business Day after the valuation point applicable to the deal. The proceeds will be sent to unitholders by the close of business on the third Business Day after the later of the following times:

(i) the valuation point at which the repurchase instructions were processed; or

(ii) the date of receipt of written instructions or document of renunciation.

All requests for redemption must be received by the dealing cut off time for the relevant Fund as set out in APPENDIX 1, otherwise they will be held over to the next following valuation point.

(e) Deferred redemption

At times of excessive redemptions the Manager may decide to defer redemptions at any valuation point to the next valuation point where the requested aggregate redemptions exceed 10% of a Fund's value. This will therefore allow the Manager to protect the interests of continuing unitholders by allowing the Manager to match the sale of scheme property to the level of redemptions. This should reduce the impact of dilution on the Fund. All unitholders who have sought to redeem units at any valuation point at which redemptions are deferred will be treated consistently and any redemption requests received in the meantime will not be processed until the redemption requests that have been deferred to subsequent valuation points have been processed.

(f) In specie subscriptions and redemptions

The Manager may, at its discretion, arrange for the Trustee to issue units in exchange for assets other than cash. The Trustee may, on the instruction of the Manager, pay out of a Fund assets other than cash, as payment for the sale of units. An in specie subscription or in specie redemption will only take place where the Trustee has taken reasonable care to determine that it is not likely to

[2] Class X units are not yet available.

[3] In certain circumstances, for example, in the unlikely event of operational systems failure, or in exceptional market conditions, dealing in the Funds may not be possible at the times stated

result in any material prejudice to the interests of unitholders in the relevant Fund.

Where the Manager considers a cash subscription to be substantial in relation to the total size of a Fund it may require the investor to contribute in specie. The Manager may consider a deal in this context to be substantial if the relevant units constitute 5% (or a lesser or higher percentage if considered appropriate) of those in issue in the relevant Fund.

The Manager will ensure that the beneficial interest in the assets is transferred to the Fund with effect from the issue of the units.

The Manager will not issue units in any Fund in exchange for assets the holding of which would be inconsistent with the investment objective or policy of that Fund.

If a unitholder wishes to sell units in any Fund representing 5% or more of the value of that Fund the Manager can elect not to give the unitholder the proceeds of the sale of units but instead transfer property (i.e. underlying securities) of the relevant Fund to the unitholder (an "**in specie redemption**").

Where the Manager elects to carry out an in specie redemption, it must notify the unitholder of this in writing no later than the close of business on the second Business Day after the day on which it received selling instructions from the unitholder.

Where there is an in specie redemption, the Trustee will, in accordance with the rules of the COLL Sourcebook, cancel the units and transfer a proportionate share of the assets of the relevant Fund or such selection from the property of the Fund as the Trustee, after consultation with the Manager, decides is reasonable to the unitholder, in either case having regard to the need to be fair both to the unitholder making the in specie redemption and to continuing unitholders.

Irrespective of the value of the units, where a unitholder wishes to redeem and the Manager has elected to provide an in specie transfer, the unitholder is entitled to instruct the Manager not to transfer assets, but to sell those assets (other than those in cash in the relevant currency) and pay to the unitholder the net proceeds of sale (and cash, if any). However instruction must be given by the unitholder in writing to the Manager by the close of business on the third Business Day after receipt of the Manager's notice of election to provide an in specie redemption. The value raised through the sale of such assets will not necessarily correspond with the applicable published bid price.

The Manager may, in its sole discretion, agree to a request from a unitholder for an in specie redemption where it receives such request in advance of the redemption request. Where the Manager does agree, the Trustee will transfer assets to the unitholder of the relevant Fund in the manner set out above.

(g) Suspension

The Manager may, with the prior agreement of the Trustee, and must without delay, if the Trustee so requires, temporarily suspend the sale and redemption of units for a period of time where due to exceptional circumstances it is in the interest of all unitholders in the relevant Fund.

The Manager and Trustee must ensure that the period of suspension is only allowed to continue for as long as it is justified having regard to the interest of unitholders and that dealing resumes as soon as practicable after the circumstances triggering a suspension have ceased. Upon suspension the Manager or the Trustee will immediately inform the FCA giving reasons for the suspension and notify any Home State regulator in jurisdictions where units in the relevant Fund are available for sale.

The Manager will notify unitholders of the suspension as soon as practicable after the suspension commences and will formally review the suspension with the Trustee at least every 28 days, keeping the FCA informed. The Manager will resume issue and redemption in units after giving the requisite notice in accordance with the COLL Sourcebook. The Manager will publish sufficient details on its website to keep unitholders appropriately informed about the suspension including, if known, its likely duration.

(h) Conversion and switching rights

Where more than one class of unit is in issue in a Fund, the Manager may permit a unitholder to:

(i) Convert all or some of the units held from one class in that Fund (the "**Original Units**") for units of another class in the same Fund ("**New Units**"), subject to minimum investment and eligibility requirements. When units are converted, the number of New Units to be issued will be determined by applying a 'conversion factor' to the value of the Original Units held to determine the number of New Units to be issued. The conversion factor applicable to such unit conversion is available on request from the Manager in writing or by telephoning the Investor Services Team on 0800 445522, lines are normally open 8:30 am to 6:00 pm and for investor protection calls are normally recorded; or

(ii) Switch all or some of the units held from one class in that Fund (the "**Original Units**") into units of another Fund within the same umbrella or another BlackRock fund (the "**New Units**"). On a switch of units, the number of New Units issued will be determined by reference to the respective prices of New Units and Original Units at the valuation point applicable when the Original Units are redeemed and the New Units are issued. Any such exchange is treated as a redemption and sale.

Unitholders must provide written instructions to convert or switch holdings to the Manager which, in the case of joint unitholders, must be signed by all joint unitholders before a conversion or switch is effected. Conversions and switches are subject to the minimum investment and eligibility requirements. No conversion or switches will be made during any period when the right of unitholders to require a redemption of units is suspended.

The Manager, at its discretion, may make a charge for a conversion between units of the relevant Fund or a switch from the relevant Fund into other BlackRock Group funds as set out in 0. Any such charge does not constitute a separate charge payable by a unitholder but is only the application of any redemption charge on the Original Units and any preliminary charge of the New Units. Currently, such a charge will not apply in the case of a conversion of unit classes within the same Fund. Currently the Manager charges a fee on switches only equivalent to the preliminary charge for the Fund and unit class into which the unitholder is switching. The Manager may, at its discretion, discount this switching fee in respect of Class A units, Class D units and Class I units.

A conversion or switch of units will only be accepted by the Manager if the conditions for holding the New Units are met, such as meeting the minimum holding. A switch between the relevant Fund and another Fund or other BlackRock Group funds will only be effected on a Business Day when both funds have valuation points.

Unitholders subject to UK tax should note that a switch of units between Funds (but not between unit classes in the same Fund) should be treated as a disposal for the purposes of Capital Gains Tax. Conversions between different unit classes in the same Fund should not give rise to a disposal for UK Capital Gains Tax purposes. Unitholders should seek their own professional tax advice in this regard.

A unitholder who switches units in one Fund for units in any another Fund will not be given a right by law to withdraw from or cancel the transaction.

Class X units[4] and Class XM units are only available to unitholders who have entered into a separate agreement with the Manager, the Principal Distributor or one of their affiliates in relation to the holding of Class X units[2] and Class XM units.

A unitholder in one Fund may exchange units for units in another Fund within the same umbrella. Any such exchange is treated as a redemption and sale. A charge may be made when switching units in one Fund for units in another Fund.

(i) Mandatory redemption, cancellation, switching, conversion or transfer of units

The Manager may from time to time take such action and impose such restrictions as it thinks necessary for the purpose of ensuring that no units in any Fund are acquired or held by any person in circumstances ("**relevant circumstances**") which constitute a breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or which would (or would if other units were acquired or held in like circumstances) result in any Fund incurring any liability to taxation or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory); and, in this connection, the Manager may reject at its discretion any subscription for, sale, switch, conversion or transfer of units.

In particular, the Manager has determined that US Persons are not permitted to own units. The term "US Person" means any US resident or other person specified in Regulation S under the United States Securities Act 1933, as amended from time to time and as may be further supplemented by the Manager.

All US residents and citizens should note the requirements of the Foreign Account Tax Compliance Act ("**FATCA**"), please see section 27(c) below.

If it comes to the notice of the Manager that any units ("**affected units**") have been acquired or are being held in each case whether beneficially or otherwise in any of the relevant circumstances referred to above or if it reasonably believes this to be the case the Manager may give notice to the holder of the affected units requiring that unitholder to transfer such units to a person who is qualified or entitled to own the units in question or to give a request in writing for the redemption or cancellation of such units. If any person upon whom such a notice is served does not within thirty days after the date of such notice transfer his units to a person qualified to hold the same, or establish to the satisfaction of the Manager (whose judgement shall be final and binding) that he and any person on whose behalf he holds the affected units are qualified and entitled to hold the units, he shall be deemed upon the expiration of that thirty day period to have given a request in writing for the redemption or cancellation (at the discretion of the Manager) of the affected units.

The Manager may effect a mandatory conversion of an investor's units for units in the same Fund with a lower management fee (but otherwise with the same rights attached to them), provided such investor is given at least 60 days' prior notice of such conversion.

(j) Unpresented cheques, unclaimed or other balances

Where the Manager holds an outstanding balance that is due to a unitholder, arising from the redemption of units, or otherwise, such amounts will be treated by the Manager as client money pursuant to the FCA rules on client money. Reasonable efforts will be made to contact unitholders at the address reflected in the Manager's records in order to facilitate payment of any outstanding

[4] Class X units are not yet available.

balance due. However, if the Manager is unable to contact a unitholder, after a period of 6 years, such amounts may, pursuant to the FCA rules on client money, be paid to a registered charity of the Manager's choice and will cease to be treated as client money by the Manager. Pursuant to the FCA rules on client money, distributions paid either as a dividend, or as an interest distribution, depending on whether a Fund is classified as a bond, or an equity fund, will only be held as client money by the Manager if held by the Manager. Currently, the Manager does not hold such distributions. By entering into a contract with the Manager, or one of its affiliates, unitholders consent to this course of action. No interest will be payable to unitholders in respect of amounts relating to unpresented cheques or other balances held or transferred as described above. By entering into a contract with the Manager or one of its affiliates, unitholders consent to this course of action.

(k) Client Money

Any money received from, held for, or on behalf of a client by the Manager during the course of any normal business transaction will, where applicable, be held in accordance with the FCA rules in respect of client money. No interest will be accumulated in the client money bank accounts during the period the monies are treated as client money, and as such, interest will not be payable to unitholders in respect of such monies. No interest will be payable to unitholders in respect of amounts relating to individual transactions.

(l) Excessive trading policy

The Funds do not knowingly allow investments that are associated with excessive trading practices as such practices may adversely affect the interests of all unitholders. Excessive trading includes individuals or groups of individuals whose securities transactions seem to follow a timing pattern or are characterised by excessively frequent or large trades.

Unitholders should, however, be aware that the Funds may be utilised by certain investors for asset allocation purposes or by structured product providers, which may require the periodic re-allocation of assets between Funds. This activity will not normally be classed as excessive trading unless the activity becomes, in the opinion of the Manager, too frequent or appears to follow a timing pattern.

As well as the general power of the Manager to refuse subscriptions, switches, conversions or transfers at their discretion, powers exist in other sections of this Prospectus to ensure that unitholder interests are protected against excessive trading. These include:

(i) in-specie redemptions – section 14(f); and

(ii) conversion and switching rights – section 14(h).

In addition, where excessive trading is suspected, the Funds may:

(iii) combine units that are under common ownership or control for the purposes of ascertaining whether an individual or a group of individuals can be deemed to be involved in excessive trading practices. Accordingly, the Manager reserves the right to reject any application for switches, conversions, transfers and/or subscription of units from investors whom they consider to be excessive traders; and

(iv) levy a redemption charge of 2% of the redemption proceeds to unitholders whom the Manager, in its reasonable opinion, suspects of excessive trading. This charge will be made for the benefit of the relevant Fund, and affected unitholders will be notified in their contract notes if such a fee has been charged.

(m) Compliance with applicable law and regulations

As a result of any applicable law and regulations, including but not limited to, relevant anti-money laundering legislation, tax laws and regulatory requirements, unitholders may be required, in certain circumstances, to provide additional documentation to confirm their identity, or provide other relevant information pursuant to such laws and regulations, as may be required from time to time, even if an existing unitholder. Any information provided by unitholders will be used only for the purposes of compliance with these requirements and all documentation will be duly returned to the relevant unitholder.

Until the Manager receives the requested documentation or additional information, there may be a delay in processing any subsequent redemption request and the Manager reserves the right in all cases to withhold redemption proceeds until such a time as the required documentation or additional information is received. Any such redemption monies will be held by the Manager in accordance with FCA rules on client money with a third party bank. No interest will be paid to investors during the period such monies are treated as client money.

Alternatively, the Manager may employ a search of electronic data reference sources in order to access information held electronically concerning the identity of a unitholder, including information held by certain government and consumer agencies. By completing the relevant application forms or entering into a contract with the Manager or one of its affiliates, unitholders acknowledge that the Manager may at any time initiate a search of information held electronically in order to verify identity.

15. Valuation

The Manager calculates prices at which unitholders buy and sell units in accordance with APPENDIX 4, as permitted by the COLL Sourcebook. The basis of the calculation is the value of the underlying assets of the Fund. The Funds are valued both on an issue basis and on a cancellation basis, from which the 'buying' price (offer) and 'selling' price (bid) are determined, as detailed within

APPENDIX 4. The difference between these two prices is known as the spread. The maximum permitted spread may be wider than the spread the Manager normally quotes for dealing, but the Manager may deal at any prices calculated in accordance with APPENDIX 4 and notified to the Trustee. The maximum offer price may not exceed the total of the issue price and the preliminary charge. The minimum bid price may not be less than the cancellation price. All the Funds are valued on each Business Day.

The valuation function is performed by the Manager in accordance with the AIFMD. The Manager makes use of a valuations pricing committee, which ensures that the valuation function is functionally and hierarchically independent from the portfolio management function of the Manager. Details and description of the applicable valuation procedures are contained in APPENDIX 4.

The Manager may at its discretion implement fair value pricing policies in respect of any of the Funds. Fair value pricing will only apply where the Manager has reasonable grounds to believe that no reliable price exists for one or more underlying securities at a valuation point or the most recent price available does not reflect the Manager's best estimate of the value of a security at the valuation point. In these circumstances the Manager may at its discretion value an investment at a price which, in its opinion, reflects a fair and reasonable price for that investment. Circumstances which may give rise to a fair value price being used include instances where there is no recent trade in the security concerned; or the occurrence of a significant event since the most recent closure of the market where the price of the security is taken. A significant event is one that means, in the Manager's judgment, the most recent price of a security or a basket of securities is materially different to the price that it is reasonably believed would exist at the valuation point had the relevant market been open. For this purpose, the Manager may utilise pre-determined trigger levels which take into account the materiality of any variance. The Manager's decision to use fair value pricing will also depend on the type of authorised Fund concerned, the securities involved and the basis and reliability of the alternative price used.

When determining such fair value, one or more of a variety of fair valuation methodologies may be used (depending on factors including the asset type). For example, the asset may be priced on the basis of the original cost of the investment or, alternatively, using proprietary or third party models (including models that rely upon direct portfolio management pricing inputs and which reflect the significance attributed to the various factors and assumptions being considered). Prices of actual, executed or historical transactions in the relevant asset and/or liability (or related or comparable assets and/or liabilities) or, where appropriate, an appraisal by a third party experienced in the valuation of similar assets and/or liabilities, may also be used as a basis for establishing the fair value of an asset or liability.

The Manager may suspend dealing in any Fund if it cannot obtain prices on which to base a valuation (see section 14(g)). The Manager may, with the Trustee's prior agreement or if the Trustee requires it, suspend the repurchase of units in accordance with the COLL Sourcebook, as described in section 14(g) above.

The Manager's annual management charge (which is taken into account in valuations) is based upon values midway between the issue and cancellation basis.

Valuations are normally[5] taken at a valuation point of 12.00 noon. The Manager may declare additional valuation points for any Fund at its discretion and with the Trustee's agreement. At a valuation point the Manager will calculate unit prices, using the most recent prices of the underlying securities that it can reasonably obtain. The objective is to give an accurate value of the Fund as at the valuation point. The base currency of each Fund is Sterling.

16. Prices of Units and Historic Performance Data

The Manager will, on the completion of each valuation under section 14, advise the Trustee of the issue and cancellation prices. These are the prices which the Manager has to pay to the Trustee for the issue of units or which the Manager will receive from the Trustee upon the cancellation of units. The cancellation price last notified to the Trustee is available from the Manager on request. The Manager deals in units as principal and accordingly the offer and bid prices that it publishes from time to time are the prices that are relevant to unitholders or to applicants. These prices must not be greater than the applicable issue price on that day plus the preliminary charge, nor less than the cancellation price. The Manager will notify the Trustee of the maximum issue price and minimum cancellation price at which it will deal.

Historic performance data is contained in the performance data supplement which forms part of the key investor information documents which is available to unitholders on request from the Manager and to applicants prior to investment. For up to date information visit the Manager's website www.blackrock.co.uk or speak to its Investor Services Team on 0800 445522, lines are open between 8.30am and 6.00pm. Telephone calls may be recorded by the Manager.

17. Policy on Pricing

When units are purchased through the post, by telephone, by fax or (when available) by electronic communication, they will be sold on a forward pricing basis at the offer price calculated at the next valuation point (12.00 noon) after receipt of purchase instructions so long as these

[5] In certain circumstances, for example, in the unlikely event of operational systems failure, or in exceptional market conditions, valuation of the Funds may not be possible at the time stated

were received prior to the relevant Fund's dealing cut off time (where applicable).

When units are sold back to the Manager, units will be redeemed on a forward pricing basis at the bid price calculated at the next valuation point (12.00 noon) following receipt of a redemption instruction so long as these were received prior to the relevant Fund's dealing cut off time (where applicable).

If a purchase or sale order is for a total amount of £15,000 or more, it is considered to be a "large deal" and the Manager reserves the right to execute an order at a price higher than the published offer price or lower than the published bid price (as applicable). Should this prove to be the case, the price paid when buying units will not be higher than the maximum offer price, or when redeeming units, less than the cancellation price.

18. Minimum Investment and Minimum Holdings

In the case of Class A units (as available), the minimum initial investment and minimum value of a holding in a Fund is £500, except for in BlackRock Institutional UK Focus Fund where it is £5,000 and access is subject to entering into a separate agreement with the Manager or its Associate(s). Unitholders may make subsequent investments for Class A units (as available) in amounts of £100 or more.

In the case of Class D units (as available), the minimum initial investment and minimum value of a holding in a Fund is £100,000. Unitholders may make subsequent investments for Class D units (as available), in a Fund in amounts of £100 or more.

In the case of Class I units (as available), the minimum initial investment and minimum value of a holding in a Fund is £5,000,000. This applies to registered unitholders and beneficial unitholders in respect of nominee arrangements. Unitholders may make subsequent investments for Class I units (as available), in a Fund in amounts of £50,000 or more.

In the case of Class X units[6](as available), the minimum initial investment and minimum value of a holding in a Fund is £10,000,000. In the case of Class XM units, the minimum initial investment and minimum value of a holding in a Fund is £500,000,000. Unitholders may make subsequent investments for Class X units[3] and Class XM units in a Fund in amounts of £100 or more.

For the avoidance of doubt, except for in BlackRock Institutional UK Focus Fund, Class A units and Class D units are intended for investment by retail investors and Class I units are intended for investment by all investors who are able to meet the minimum investment and holding criteria for that class. Class X units[3] and Class XM units are intended for investment by institutional style investors who are able to meet the minimum investment and holding criteria for the relevant class. It should be noted that pursuant to sections 14(b) and 14(i), the Manager reserves the right to switch the entire holding to a more appropriate class of units (where available) or redeem the entire holding. In such circumstances, the Manager is not obliged to provide prior notice and the unitholder bears the consequent risk including that of market movement.

The BlackRock Institutional UK Focus Fund is intended for investment by professional investors only.

In respect of Class A units, Class D units, Class X units[3] and Class XM units unitholders may make withdrawals of £250 or more as set out in APPENDIX 1. In respect of Class I units, unitholders may make withdrawals of £10,000 or more as set out in APPENDIX 1. When unitholders make a withdrawal, conversion, switching or transfer, the remaining balance of their holding must be at least equal to the minimum investment otherwise the Manager may at its discretion arrange to sell the holding and remit the proceeds to the relevant unitholder. If, as a result of a withdrawal, conversion, switching or transfer a small balance of units meaning an amount of £2 or less is held, the Manager shall have absolute discretion to realise this small balance and donate the proceeds to a UK registered charity selected by the Manager.

The BlackRock Savings Plan is also available for all Funds (Class A units only) except BlackRock Institutional UK Focus Fund. Unitholders must invest at least £50 per Fund per month. Unitholders may stop monthly payments at any time by cancelling the direct debit instruction with their bank and informing the Manager in writing. Provided a balance of more than £500 remains a unitholder account can be kept open. If the balance is less than this level, the units will be redeemed at the bid price next calculated after the Manager has received unitholder instructions and the Manager will send the proceeds to unitholders within three Business Days. If, as a result of a withdrawal, conversion, switch or transfer, the balance of a unitholder account is less than £500, the Manager will also sell the unitholder holding, unless the unitholder notifies the Manager of its intention to continue making regular monthly payments.

Minimum investment and holding amounts may be waived at the Manager's discretion.

19. Commission and Rebates

If Class A units (as available) are purchased through an authorised intermediary, the Principal Distributor (as authorised by the Manager) may, at its discretion, pay initial or renewal commissions to authorised intermediaries subject to FCA rules.

The amount of initial or renewal commission paid on a purchase will be shown on the relevant contract note sent to unitholders. The Manager will also advise unitholders of any initial or renewal commission to be paid in respect of a purchase, upon request. If a unitholder switches an investment from one Fund to another Fund or from one Fund into another of the BlackRock Group funds, the

[6] Class X units are not yet available.

Manager normally allows a discount on the price at which units are purchased and/or pay a reduced commission to any intermediary concerned.

No initial or renewal commissions are paid in respect of Class D units, Class I units, Class X units[7] or Class XM units.

Class X units[4] and Class XM units are only available to unitholders who have entered into a separate agreement with the Manager, the Principal Distributor or one of their affiliates in relation to the holding of Class X units or Class XM units. The Principal Distributor (as authorised by the Manager) may also, at its discretion, waive any preliminary charge, in whole or in part, in respect of an application for Class A units and Class I units, or subject to FCA rules, determine to pay a rebate in respect of the payment of annual management charges in respect of any holding of Class A units or Class I units in certain funds to certain authorised intermediaries. The Principal Distributor currently pays rebates in respect of holdings in certain funds by certain investors and authorised intermediaries including various associated companies in the BlackRock Group.

Subject to FCA rules, rebates of annual management charges may be agreed on certain Funds at the Manager's discretion and subject to the nature of the business provided by third party intermediaries to end investors. Rebates will not exceed the published amount of annual management charge payable in respect of those Funds.

The terms of any rebate will be agreed between the Principal Distributor and the authorised intermediary from time to time. If so required by applicable FCA rules, the authorised intermediary shall disclose to any of its underlying clients the amount of any rebate of annual management charge it receives from the Principal Distributor and the Manager shall also disclose to unitholders, upon request, details of any rebate paid by the Principal Distributor to an authorised intermediary in connection with a holding of units, where the authorised intermediary has acted on behalf of that unitholder.

The Manager may, at its discretion, discount any switching fee and pay some or all of the discount to an intermediary subject to FCA rules.

Payment of any rebate of annual management charge or of the preliminary charge ("**commission**") shall cease on the entry into force of any legislation and/or regulation prohibiting the payment of commission from product providers to counterparties, to the extent that such legislation and/or regulation affects the counterparties activities in any particular jurisdiction or and/or sale of particular Funds.

MiFID II contains restrictions on the receipt and retention of fees, commissions, monetary and non-monetary benefits ("inducements") where firms, subject to MiFID II, provide clients with portfolio management services or independent investment advice. It also includes obligations where firms provide clients with other services (such as execution services or restricted investment advice). In such cases, where a firm receives and retains an inducement, it must ensure that the receipt and retention of the inducement is designed to enhance the quality of the relevant service to the client and is properly disclosed. Where authorised intermediaries are subject to MiFID II and receive and/or retain any inducements, they must ensure that they comply with all applicable legislation, including MiFID II.

In accordance with the FCA's "Retail Distribution Review", neither the Manager nor the Principal Distributor is permitted to pay initial or renewal commission or rebate of the annual management charge, to authorised intermediaries or to third party distributors or agents in respect of any subscriptions for, or holdings of, units for any UK retail investors in respect of investments made as a result of the investor having received a personal recommendation on or after 31 December 2012.

Where applicable, commissions and rebates that are treated as client money will be held in accordance with section 37(xii).

20. Manager's Box

It is not the Manager's current policy to run a box (i.e. hold units in the Funds in its own accounts).

21. Publication of Prices and Yields

The previous dealing day's bid and offer prices of units and the current estimated annual yields of the Funds, as well as the preliminary charge applicable for each Fund, will be made publicly available in a variety of sources but primarily through the Manager's website, www.blackrock.co.uk, or by calling its Investor Services Team on 0800 445522, lines are open between 8.30am and 6.00pm. Telephone calls may be recorded by the Manager. Please note that the published prices are for information only and these prices may not be the prices obtained when units are dealt. The Manager is not responsible for errors in publication or for non-publication. The cancellation price in the relevant Fund or Funds will be available, from the Manager, on request.

The units in the Funds are not listed or dealt in or on any investment exchange.

22. Classes of Units

The classes of units currently available in each Fund are set out in APPENDIX 1. Where unitholders invest via a BlackRock Savings Plan, only Class A units (as available) may be held. Each type of unit represents a beneficial interest in undivided shares in the property of the Fund as detailed below. Each unit, Accumulation or Income, represents one undivided share in the property of a Fund. Each undivided unit ranks pari passu with other undivided units in a Fund. The nature of the rights

[7] Class X units are not yet available.

represented by units is that of a beneficial interest under a Trust. Unitholders are not liable for the debts of a Fund.

With the exception of Income units held in BlackRock Consensus 35 Fund, where Income units are held, relevant unitholders will receive a net distribution payable monthly, quarterly, half-yearly or annually according to the distribution policy of the relevant Fund, details of which are set out in APPENDIX 1. This distribution will be paid either by cheque or directly into the bank account of the relevant unitholder. This net distribution is calculated by multiplying the number of Income units held on the last day of the relevant accounting period, by the net rate of distribution declared by the Manager. After a period of six years from the date of payment, any unclaimed distribution will be added to the capital property of the Fund and may be forfeited. No interest will be paid on unclaimed distribution monies.

Where Accumulation units are held there will not be any actual payment of income. The income attributable to the units will remain as property of the relevant Fund and the number of undivided shares represented by each Accumulation unit will be increased accordingly. The number of Accumulation units held will remain the same.

The Trust Deed of the Funds also permits further classes of units to be made available other than those currently available. Any such class of unit may vary according to whether it accumulates or distributes income or attracts different fees and expenses, and as a result of this, monies may be deducted from classes in unequal proportions. In these circumstances, the proportionate interests of the classes of units within a Fund will be adjusted in accordance with the provisions of the Trust Deed of each of the Funds relating to proportion accounts. The Trustee may create one or more classes of units as instructed from time to time by the Manager. The creation of additional unit classes will not result in any material prejudice to the interests of holders of units in existing unit classes.

23. Evidence of Title

No certificates are issued in respect of units in the Funds. Should any unitholder, for any reason, require evidence of his title to units, the Manager shall, upon unitholder proof of identity as it shall reasonably require, supply the relevant unitholder with a certified copy of the relevant entry in the Register relating to that unitholder's holding of units.

Holdings in respect of investments via the BlackRock Savings Plan (where available) will be registered in the name of the unitholder. The Manager will send an initial acknowledgement, followed by half-yearly statements.

24. Investment Objective and Policy, and Investment Restrictions

(a) General

The investment objective and policy of each Fund is set out in APPENDIX 1.

In pursuing its investment objective and policy, each Fund may use the techniques referenced in APPENDIX 1, APPENDIX 3 and in the risk factors set out in section 26. Other techniques, however, may be developed or determined to be suitable for use by a Fund and the Manager may (subject to applicable law) employ such techniques in accordance with that Fund's investment objective and policy.

The investment objectives and / or policy of a Fund may be amended in accordance with the change classification process set out in the COLL Sourcebook. A fundamental change requires unitholder consent by extraordinary resolution passed at a meeting of unitholders. A significant change requires 60 days' pre-notification to unitholders. Notifiable changes require notification to unitholders. See section 33 for further details regarding change classification under the COLL Sourcebook.

The investment restrictions applicable to a particular Fund are set out in APPENDIX 3.

(b) Environmental, Social and Governance Integration

BlackRock has defined ESG Integration as the practice of incorporating material environmental, social, and governance (ESG) information into investment decisions in order to enhance risk adjusted returns. BlackRock recognises the relevance of material ESG information across all asset classes and styles of portfolio management. The Investment Manager will integrate ESG considerations in its investment processes across the UK active funds platform. ESG information will be included as a consideration in investment research, portfolio construction, portfolio review and stewardship processes.

For each of the Funds, the firm's Risk and Quantitative Analytics group will review portfolios in partnership with the Investment Manager to ensure that exposures to ESG risk are considered regularly alongside traditional financial risks. The Investment Manager considers ESG data within the total set of information in its research process and makes a determination as to the materiality of such ESG data in its investment process. ESG factors are not the sole considerations when making investment decisions for the Fund. The Investment Manager's evaluation of ESG data is subjective and may change over time.

This approach is consistent with the Investment Manager's regulatory duty to manage the Funds in accordance with their investment objectives. BlackRock's approach to ESG integration is to broaden the total amount of information the Investment Manager considers with the aim of improving investment analysis and understanding the likely impact of ESG risks on the Funds' investments. The Investment Manager assesses a variety of economic and financial indicators, which may include ESG considerations, to make investment decisions appropriate for the Funds' objectives.

Unless otherwise stated in Fund documentation and included within a Fund's investment policy, there is no indication that an ESG or Impact focused investment strategy or exclusionary screens will be adopted by the Fund.

The BlackRock Consensus 35 Fund, the BlackRock Consensus 60 Fund, the BlackRock Consensus 70 Fund, the BlackRock Consensus 85 Fund and the BlackRock Consensus 100 Fund are permitted by their investment policies to invest in units or shares of collective investment schemes, and such underlying schemes may apply ESG-related investment strategies or exclusionary screens, resulting in exposure to underlying securities with ESG characteristics.

(c) Investment Stewardship

BlackRock seeks to advance the financial interests of investors through its investment stewardship efforts, consistent with the investment strategy in which they are invested. It does this by engaging with public companies, proxy voting on the Funds' behalf, contributing to industry dialogue on stewardship, and reporting on its stewardship activities.

BlackRock's stewardship approach is comprised of the following core elements (as further described below):

- Global principles
- Engagement
- Proxy voting

Global principles

A key focus of the stewardship program is the promotion of sound corporate governance practices and financial resilience. While accepted standards and norms of corporate governance can differ between markets, there are certain globally-applicable fundamental principles of corporate governance that, in BlackRock's experience, contribute to a company's ability to create long-term financial value for shareholders. Some of the focus areas in these global principles include boards and directors (including their effectiveness and composition), shareholder proposals (in particular, their implications for financial value) and material sustainability-related risks and opportunities. More information on the global principles can be found here: https://www.blackrock.com/corporate/literature/fact-sheet/blk-responsible-investment-engprinciples-global.pdf

Engagement

Engagement is core to BlackRock's stewardship efforts as it provides the opportunity to better understand a company's business model and material risks and opportunities. When assessing material risks and opportunities, BlackRock focuses on the factors that could impact a company's long-term financial performance, which are unique to its business model and/or operating environment.

Engagement may also inform BlackRock's voting decisions, particularly on issues where company disclosures are not sufficiently clear or complete, or management's approach seems misaligned with the financial interests of investors.

BlackRock's engagement priorities reflect the themes on which it most frequently engages companies, where they are relevant and a source of material business risk or opportunity. These themes focus on:

- Board quality and effectiveness: consideration of board performance, which is critical to the long-term financial success of a company and the protection of shareholders' economic interests.
- Strategy, purpose, and financial resilience: understanding how boards and management align their business decision-making with the company's purpose and adjust strategy as necessary.
- Incentives aligned with financial value creation: evaluation of companies' disclosures on the connection between compensation policies and outcomes and the financial interests of shareholders.
- Climate and natural capital: understanding companies' approach to, and oversight of, material climate-related risks and opportunities as well as how they manage material natural-related risks and opportunities, in the context of their business model and sector.
- Company impacts on people: understanding companies' approach to human capital management and their management of the human rights issues that are material to their businesses.

More information on BlackRock's engagement priorities can be found here: https://www.blackrock.com/corporate/literature/publication/blk-stewardship-priorities-final.pdf.

Proxy voting

BlackRock uses proxy voting to communicate its support for, or concerns about, how companies are serving the long-term financial interests of investors. BlackRock's regional voting guidelines set out guidance on its position on common voting matters. These guidelines are not prescriptive as BlackRock takes into consideration the context in which companies are operating their businesses.

More information on BlackRock's regional voting guidelines can be found here: https://www.blackrock.com/corporate/literature/fact-sheet/blk-responsible-investment-guidelines-emea.pdf.

Reporting

BlackRock provides periodic reporting of its stewardship activities, which can be accessed here, as part of a comprehensive library of materials on its stewardship policies and activities: https://www.blackrock.com/corporate/insights/investment-stewardship

25. Leverage Ratios

The maximum level of leverage which a Fund, or the Manager on that Fund's behalf, is permitted to use as part of such Fund's investment strategy is set out in Appendix 1.

As required by the AIFMD, leverage is expressed as a ratio between a Fund's total exposure and its net asset value. The generic example below demonstrates the AIFMD prescribed methodologies that must be used for calculating such leverage ratios.

If a fund were to have 100% in collective investment schemes, in accordance with the AIFMD such fund's leverage would be expressed as follows:

(i) using the commitment methodology, a ratio of 1:1, where 1 represents this fund's exposure to collective investment schemes; and

(ii) using the gross methodology, a ratio of 1:1, where 1 represents this fund's exposure to collective investment schemes.

As demonstrated above, although the fund is not leveraged (referred to as "Incremental Exposure", see Appendix 1 for further details), the leverage ratios are above zero due to the exposure calculation being performed in accordance with the methodologies expressly set out in the AIFMD.

26. Risk Considerations

Potential investors should consider the risk factors below before investing in the Funds (or, in the case of specific risks applying to specific Funds, in those Funds). This list must not be taken to be comprehensive. It should also be noted that there may be new risks that arise in the future which could not have been anticipated in advance. Also, risk factors listed will apply to different Funds to different degrees, and for a given Fund this degree could increase or reduce through time.

Some of the risk factors below relate to the underlying collective investment schemes ("**underlying fund**") in which the Funds invest but for that reason are also relevant to the Funds themselves.

(a) General investment risks

The Funds are indirectly, via investment in underlying funds, subject to the risk that all equity and fixed interest securities funds are subject to i.e. fluctuations in capital value which can be influenced by factors such as political and economic news, corporate earnings reports, demographic trends and catastrophic events. While over a long period it might be expected that a Fund will produce positive total returns, in any particular period losses may be suffered. The Manager cannot guarantee that it will achieve the objectives set out for any Fund.

Unitholders should always bear in mind that the price of units in any Fund and the income from them can go down as well as up and are not guaranteed. The Funds may invest directly or indirectly in currencies other than Sterling. As a result, changes in the rates of exchange between currencies may cause the value of units in the relevant Funds to go up or down. Accordingly, unitholders may not receive back the amount invested.

Where cancellation rights apply to a contract any investor exercising such cancellation rights will not obtain a full refund of the money paid on the making of the contract if the value of the investment falls before the cancellation notice is received by the Manager as an amount equal to that fall will be deducted from any refund made to the investor.

(i) Accumulation of fees/expenses

As the Funds may invest in funds, the unitholders may incur a duplication of fees and commissions (such as management fees, including performance fees, custody and transaction fees, other administration fees and audit fees). To the extent these funds are permitted to invest in turn in other funds, unitholders may incur additional fees to those mentioned below.

(ii) Charges from capital

Most of the Funds deduct their charges from the income produced from their investments however some may deduct all or part of their charges from capital. Whilst this might allow more income to be distributed, it may also have the effect of reducing the potential for long term capital growth or potentially loss of capital.

(iii) Counterparty risk

See also 'Credit Risk'. The bankruptcy or default of any counterparty could result in losses to any Fund. In addition, a Fund may bear the risk of loss because counterparty does not have the legal capacity to enter into a transaction, or if the transaction becomes unenforceable due to relevant legislation or regulation (see 'Legal and Regulatory Risk').

In the case of any insolvency or failure of any such party, a Fund might recover only a pro rata share of all property available for distribution to all of such party's creditors and/or customers. Such an amount may be less than the amounts owed to that Fund.

Trading in financial derivative instruments which have not been collateralised gives rise to direct counterparty exposure. A Fund might mitigate much of this risk by receiving collateral with a value at least equal to the exposure to each counterparty but, to the extent that any

financial derivative instrument is not fully collateralised, a default by the counterparty may result in a reduction in the value of a Fund. In the event of the insolvency of the counterparty to a derivative, a Fund will be treated as a general creditor of such counterparty, and will not have any claim with respect to the underlying indebtedness. Consequently, that Fund will be subject to the credit risk of the counterparty as well as that of the issuer of the indebtedness. As a result, concentrations of derivatives in any one counterparty may subject a Fund to an additional degree of risk with respect to defaults by such counterparty as well as by the issuer of the underlying indebtedness.

To mitigate counterparty risk a Fund will only use preferred counterparties which it believes to be creditworthy and may reduce the exposure incurred in connection with such transactions through the use of letter of credit or collateral. A formal review of each new counterparty is completed and all approved counterparties are monitored and reviewed on an on-going basis. However there can be no guarantee that a counterparty will not default or that a Fund will not sustain losses as a result.

The Manager is free to use one or more separate counterparties for derivative investments. Some or all of these counterparties may be associates of the BlackRock Group or the PNC Group.

(iv) Credit risk

See also 'Counterparty Risk'. Credit risk is the risk that the counterparty to a financial instrument will fail to discharge an obligation. Each Fund will be exposed to a credit risk for the parties with whom it trades. Investing in sovereign debt, any other debt guaranteed by a sovereign government, or corporate debt entails risks related to the issuer's ability and willingness to repay principal and pay interest. A default by the issuer of the bond may impact the value of a Fund. Short-term cash equivalent investments, such as commercial paper, bankers' acceptances, certificates of deposit, and repurchase transactions, are not guaranteed by any government and are subject to some risk of default.

Credit risk may also arise through a default by one or several large institutions that are dependent on one another to meet their liquidity or operational needs, so that a default by one institution causes a series of defaults by the other institutions. This is sometimes referred to as a "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges, with which the Fund interacts on a daily basis.

(v) Determination of unit prices

A proportion of the value of the Funds and hence the issue and redemption price of the units, will be based on the latest prices that are available for the investments held by the underlying funds. These latest prices may be estimated prices due to either the frequency or the timing of dealing in the investment vehicles in which the underlying funds are invested or the time that is required by the administrators of such investment vehicles to calculate final prices. Consequently, the value of the Funds and hence the issue and redemption prices of the units, may not accurately reflect the value that would have been received by the Funds had that holding been realised on that day.

The underlying funds may invest in investment vehicles which do not permit holdings to be redeemed on either as frequent a basis as that applying to the Funds or on the same day as the Funds. In the absence of published current redemption prices or net asset values the Directors may have to determine valuations in respect of such investments. Adequate information may not always be available to the Manager or the Investment Manager from underlying funds or other sources for that purpose and consequently such valuations may not accurately reflect the realisable value of the Funds' holdings on the next dealing day of the underlying fund concerned or the value that would have been received by the Funds had those holdings been realised on that day.

(vi) Fund liability risk

The Trust is structured as an umbrella fund with segregated liability between its Funds. The assets of one Fund will not be available to meet the liabilities of another. However, the Trust (through the Manager) may operate or have assets held on its behalf or be subject to claims in the UK, or in other jurisdictions, whose courts may not necessarily recognise such segregation of liability.

Therefore, it is not possible to be certain that the assets of a Fund will always be completely isolated from the liabilities of another Fund of the Trust in every circumstance.

(vii) Interest rate and currency risk

The net asset value per unit will be computed in the base currency of a Fund whereas the investments held for the account of that Fund may be acquired in other currencies. The value in terms of the relevant base currency of the investment of a Fund, where designated in any other currency, may rise and fall due to currency exchange rate fluctuations of individual currencies, such that the net asset value of a Fund will change in response to such fluctuations. Adverse movements in currency exchange rates can result in a decrease in return and a loss of capital. The performance of investments in securities denominated in a specific currency will also depend on the interest rate environment in the country issuing the currency. Except to the extent that values are independently affected by currency exchange rate fluctuations, when interest rates decline, the value of fixed income securities generally can be expected to rise. Conversely, when interest rates rise, the value of fixed income securities generally can be expected to decline.

(viii) Legal and regulatory risk

Legal, tax and regulatory changes could occur during the term of a Fund.

Over recent years global financial markets have undergone pervasive and fundamental disruption and regulators in many jurisdictions have implemented or proposed a number of regulatory measures and may continue to do so. For example, the regulatory and tax environment for derivative instruments is evolving, and changes in the regulation or taxation of derivative instruments may adversely affect the value of derivative instruments held by a Fund and the ability of a Fund to pursue its trading strategies (by way of example short selling bans). Further, legislation and regulation may render a transaction, to which a Fund is a party, void or unenforceable.

These interventions have sometimes been unclear in scope and application, resulting in confusion and uncertainty which in itself has been detrimental to the efficient functioning of financial markets. It is impossible to predict with certainty what additional interim or permanent governmental restrictions may be imposed in the future and/or the effect of such restrictions on global markets and the Manager's ability to implement a Fund's investment objectives.

(ix) Leverage

A Fund may be able to use leverage, including through use of derivative instruments, in accordance with its investment objective and strategy as set out in Appendix 1 and subject to the investment restrictions set out in Appendix 3.

Derivative contracts can be highly volatile, and the amount of initial margin is generally small relative to the size of the contract so that transactions may be leveraged in terms of market exposure. A relatively small market movement may have a potentially larger impact on derivatives than on standard bonds or equities. Leveraged derivative positions can therefore increase Fund volatility. Any purchase or sale of a futures contract, forward contract or other derivatives may result in losses in excess of the amount invested.

A Fund may have higher levels of leverage in atypical or volatile market conditions, for example, when there are sudden movements in investment prices due to difficult economic conditions in a sector or region. In such circumstances, the Manager or its delegate may increase its use of derivatives in a Fund in order to reduce the market risk to which that Fund is exposed, this, in turn, would have the effect of increasing its levels of leverage.

(x) Liquidity risk

Liquidity risk exists when the sale of assets or exit of trading positions is impaired by such factors as decreased trading volume, increased price volatility, industry and government regulations, and overall position size and complexity. It may be impossible or costly for a Fund to liquidate positions rapidly particularly if there are other market participants seeking to dispose of similar assets at the same time or the relevant market is otherwise moving against a position or in the event of trading halts or daily price movement limits on the market or otherwise. Derivative transactions that are particularly large or traded off market (i.e. over the counter) and bonds traded in the secondary market may be less liquid and it may be difficult to achieve fair value on transactions (see 'Valuation Risk'). Closing positions held in the secondary markets prematurely, for instance to meet client redemption requests, can result in increased transaction costs which will be reflected in the investment returns.

(xi) Market risk

The price of a Fund's investments, including, without limitation, fixed income securities, equities and all derivative instruments, can be highly volatile. Price movements of fixed income securities, equities, forward contracts, derivatives contracts and other instruments in which a Fund's assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies (see 'Legal and Regulatory Risk'). Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations (see 'Interest Rate and Currency Risk'). Additionally, prices of equities fluctuate daily and can be influenced by many micro and macro factors such as political and economic news, corporate earnings report, demographic trends and catastrophic events. The value of equities will go up and down and the value of a Fund investing in equities could incur significant losses.

(xii) New issues

Funds may invest indirectly via an underlying fund or directly in initial public offerings or new debt issues. The prices of securities involved in initial public offerings or new debt issues are often subject to greater and more unpredictable price changes than more established securities.

(xiii) Settlement risk

Settlement risk is the risk that a counterparty fails to deliver the terms of a contract (i.e. defaults at settlement) and of any timing differences in settlement between the two parties. Each Fund bears the risk of settlement default due to exposure to the risk of default of certain counterparties (see 'Credit Risk' and 'Counterparty Risk'). In addition, market practices in relation to the settlement of transactions and the custody of assets could provide increased risks (see also 'Market Risk' and 'Legal and Regulatory Risk').

(xiv) Tax

The tax information provided in section 27 is based, to the best knowledge of the Manager, upon tax law and practice as at the date of this Prospectus. Tax legislation, the tax status of the Manager and the Funds, the taxation of unitholders and any tax reliefs, and the consequences of such tax status and tax reliefs, may change from time to time. Any change in the taxation legislation in UK or in any jurisdiction where a Fund is registered, marketed or invested could affect the tax status of the Funds, affect the value of the relevant Fund's Investments in the affected jurisdiction, and affect the relevant Fund's ability to achieve its investment objective, and/or alter the post tax returns to unitholders. Where the Fund invests in derivatives the preceding sentence may also extend to the jurisdiction of the governing law of the derivative contract and/or the derivative counterparty and/or to the market(s) comprising the underlying exposure(s) of the derivative.

The availability and value of any tax reliefs available to unitholders depend on the individual circumstances of unitholders. The information in section 27 is not exhaustive and does not constitute legal or tax advice. Prospective investors are urged to consult their tax advisors with respect to their particular tax situations and the tax effects of an investment in the Funds.

Where a Fund invests in a jurisdiction where the tax regime is not fully developed or is not sufficiently certain, for example jurisdictions in the Middle East, the relevant Fund, the Manager, the Investment Manager, the Trustee and the administrator shall not be liable to account to any unitholder for any payment made or suffered by the relevant Fund in good faith to a fiscal authority for taxes or other charges of the Fund notwithstanding that it is later found that such payments need not or ought not have been made or suffered. Conversely, where through fundamental uncertainty as to the tax liability, adherence to best or common market practice (to the extent that there is no established best practice) is subsequently challenged or the lack of a developed mechanism for practical and timely payment of taxes, the relevant Fund pays taxes relating to previous years, any related interest or late filing penalties will likewise be chargeable to the Fund. Such late paid taxes will normally be debited to the fund at the point the decision to accrue the liability in the Fund accounts is made.

(xv) Valuation risk

Financial instruments that are illiquid and/or not publicly traded may not have readily available prices and may therefore be difficult to value. Dealer supplied quotations or pricing models developed by third parties, the Manager and/or its affiliates or delegates may be utilised in valuations and the calculation of the net asset value of each Fund. Such methodologies may be based upon assumptions and estimates that are subject to error. Investors should be aware that in these circumstances a possible conflict of interest may arise, as the higher the estimated valuation of the securities the higher the fees payable to the Manager, Investment Manager or administrator. Any party providing valuation services may, in the absence of its negligence, be indemnified out of the property of the relevant Fund from all claims and losses which such party may incur directly or indirectly arising out of or in connection with the performance of such valuation services. In addition, given the nature of such investment, determinations as to their fair value may not represent the actual amount that will be realised upon the eventual disposal of such investments.

(xvi) Global Financial Market Crisis and Governmental Intervention

Since 2007, global financial markets have undergone pervasive and fundamental disruption and suffered significant instability leading to extensive governmental intervention. Regulators in many jurisdictions have implemented or proposed a number of emergency regulatory measures and may continue to do so. Government and regulatory interventions have sometimes been unclear in scope and application, resulting in confusion and uncertainty which in itself has been detrimental to the efficient functioning of financial markets. It is impossible to predict with certainty what additional interim or permanent governmental restrictions may be imposed on the markets and/or the effect of such restrictions on the Investment Manager's ability to implement the Funds' investment objectives.

Whether current undertakings by governing bodies of various jurisdictions or any future undertakings will help stabilise the financial markets is unknown. The Investment Manager cannot predict how long the financial markets will continue to be affected by these events and cannot predict the effects of these – or similar events in the future – on the Funds', the European or global economy and the global securities markets.

(xvii) Impact of Natural or Man-Made Disasters and Disease Epidemics

Certain regions are at risk of being affected by natural disasters or catastrophic natural events. Considering that the development of infrastructure, disaster management planning agencies, disaster response and relief sources, organised public funding for natural emergencies, and natural disaster early warning technology may be immature and unbalanced in certain countries, the natural disaster toll on an individual portfolio company or the broader local economic market may be significant. Prolonged periods may pass before essential communications, electricity and other power sources are restored and operations of the portfolio company can be resumed. An underlying fund's investments could also be at risk in the event of such a disaster. The magnitude of future economic repercussions of natural disasters may also be unknown, may delay an underling fund's ability to invest in certain companies, and may ultimately prevent any such investment entirely.

Investments may also be negatively affected by man-made disasters. Publicity of man-made disasters may have a significant negative impact on overall consumer confidence, which in turn may materially and adversely affect the performance of an underlying fund's

investments, whether or not such investments are involved in such man-made disaster.

Outbreaks of infectious diseases may also have a negative impact on the performance of the underlying funds. For example, the infectious respiratory illness caused by a novel coronavirus known as COVID-19 has had a profound impact on all aspects of society since it was first detected in December 2019. COVID-19 has had long term adverse effects on the economies of many nations across the entire global economy (with this impact being greater where vaccination rates are lower) and this in turn may continue to impact investments held by the Funds.

It is possible that there may be similar outbreaks of other infectious diseases in the future. The impact of COVID-19, and other epidemics and pandemics that may arise in the future, could affect the economies of many nations, individual companies and the market in general in ways that cannot necessarily be foreseen at the present time. In addition, the impact of infectious diseases in emerging developing or emerging market countries may be greater due to less established health care systems. Health crises caused by the COVID-19 outbreak may exacerbate other pre-existing political, social and economic risks in certain countries. The impact of the outbreak may be short term or may last for an extended period of time. Such events could increase volatility and the risk of loss to the value of your investments.

(xviii) Cybersecurity

The Funds or any of the service providers, including the Manager and the Investment Manager, may be subject to risks resulting from cybersecurity incidents and/or technological malfunctions. A cybersecurity incident is an event that may cause a loss of proprietary information, data corruption or a loss of operational capacity. Cybersecurity incidents can result from deliberate cyber attacks or unintentional events. Cyber attacks include, but are not limited to, gaining unauthorised access to digital systems (e.g. through hacking or malicious software coding) for the purposes of misappropriating assets or sensitive information, corrupting data, releasing confidential information without authorisation or causing operational disruption. Cyber attacks may also be carried out in a manner that does not require gaining unauthorised access, such as causing denial-of-service attacks on websites, which may make network services unavailable to intended users. The issuers of securities and counterparties to other financial instruments in which a Fund invests may also be subject to cybersecurity incidents.

Cybersecurity incidents may cause a Fund to suffer financial losses, interfere with a Fund's ability to calculate its NAV, impede trading, disrupt the ability of investors to subscribe for, exchange or redeem their units, violate privacy and other laws and incur regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs. Cyber-attacks may render records of assets and transactions of a Fund, unitholder ownership of units, and other data integral to the functioning of a Fund inaccessible, inaccurate or incomplete. In addition, substantial costs may be incurred in order to prevent any cybersecurity incidents in the future which may adversely impact a Fund.

While the Manager and the Investment Manager have established business continuity plans and risk management strategies to seek to prevent cybersecurity incidents, there are inherent limitations in such plans and strategies, including the possibility that certain risks have not been identified given the evolving nature of the threat of cyber-attacks. Furthermore, none of the Funds, the Manager or the Investment Manager can control the business continuity plans or cybersecurity strategies put in place by other service providers to a Fund or issuers of securities and counterparties to other financial instruments in which a Fund invests. The Manager relies on its third party service providers for many of its day-to-day operations and will be subject to the risk that the protections and policies implemented by those service providers will be ineffective to protect the Manager or the Funds from cyber-attack.

(b) Risks associated with investment techniques

(i) Derivatives (general)

In accordance with the investment restrictions set out in Appendix 3, each of the Funds may use derivatives for the purposes of "Efficient Portfolio Management" (also known as "EPM") in order to reduce risk and/or costs and/or generate additional income or capital for each of the Funds (as further described in APPENDIX 3).

The use of derivatives may expose a Fund to a certain degree of risk. These risks may include credit risk with regard to counterparties with whom the Fund trades, the risk of settlement default, lack of liquidity of the derivative, imperfect tracking between the change in value of the derivative and the change in value of the underlying asset that the Fund is seeking to track or hedge and greater transaction costs than investing in the underlying assets directly.

In accordance with standard industry practice when purchasing derivatives, a Fund may be required to secure its obligations to its counterparty. For non-fully funded derivatives, this may involve the placing of initial and/or variation margin assets with the counterparty. For derivatives which require a Fund to place initial margin assets with a counterparty, such assets may not be segregated from the counterparty's own assets and, being freely exchangeable and replaceable, that Fund may have a right to the return of equivalent assets rather than the original margin assets deposited with the counterparty. These deposits or assets may exceed the value of the relevant Fund's obligations to the counterparty in the event that the counterparty requires excess margin or collateral. In addition, as the terms of a derivative may provide for one counterparty to provide collateral to the other counterparty to cover the variation margin exposure arising under the derivative only if a minimum transfer amount is triggered, a Fund may have an uncollateralised risk exposure to a counterparty under a derivative up to such minimum transfer amount.

Derivative contracts can be highly volatile, and the amount of initial margin is generally small relative to the

size of the contract so that transactions may be leveraged in terms of market exposure. A relatively small market movement may have a potentially larger impact on derivatives than on standard bonds or equities and leveraged positions can therefore increase Fund volatility.

Additional risks associated with investing in derivatives may include a counterparty breaching its obligations to provide collateral, or due to operational issues (such as time gaps between the calculation of risk exposure to a counterparty's provision of additional collateral or substitutions of collateral or the sale of collateral in the event of a default by a counterparty), there may be instances where a Fund's credit exposure to its counterparty under a derivative contract is not fully collateralised but each Fund will continue to observe the limits set out in APPENDIX 3. The use of derivatives may also expose a Fund to legal risk, which is the risk of loss due to the unexpected application of a law or regulation, or because a court declares a contract not legally enforceable.

The Manager uses a risk management process, to monitor and measure as frequently as appropriate the risk of a Fund's portfolio and contribution of the underlying investments to the overall risk profile of that Fund.

Where consistent with its investment objectives and policy a Fund may utilise, directly or indirectly (for example through investment in another fund) a variety of exchange traded and over-the-counter ("**OTC**") derivative instruments including call options, put options, stock index options, forward contracts and future contracts.

Losses in excess of the amount invested may be incurred from investment in such derivative instruments due to low margin deposits creating leverage which is typically associated with investment in such instruments. These instruments may be sensitive to small price movements, may be considered illiquid and could be difficult to price under certain market conditions.

(ii) Derivative strategies

A Fund's exposure to derivative strategies will mainly be obtained directly or indirectly through related: (i) transferable securities and money market instruments; (ii) units of closed-ended investment companies; (iii) financial instruments linked or backed to the performance of underlying financial instruments; (iv) UCITS and/or other undertakings for collective investment investing in these strategies and financial instruments; and (v) financial derivatives instruments on these financial instruments.

The strategies may involve a degree of illiquidity (see 'Liquidity Risk') as well as a potentially high level of leverage, and be represented by physical and/or synthetic short selling. Their magnitude will depend on the exposure taken by the relevant Fund and certain or unexpected market conditions.

(iii) Forward contracts

The Manager or its delegates may, on behalf of a Fund, enter into forward contracts and options which are not traded on exchanges and are generally not regulated. There are no limitations on daily price moves of forward contracts. Counterparties with whom a Fund may maintain accounts may require that Fund to deposit margin with respect to such trading, although margin requirements are often minimal or non-existent. A Fund's counterparties are not required to continue to make markets in such contracts and these contracts can experience periods of illiquidity, sometimes of significant duration (see 'Liquidity Risk'). There have been periods during which certain counterparties have refused to continue to quote prices for forward contracts or have quoted prices with an unusually wide spread (the difference between the price at which the counterparty is prepared to buy and that at which it is prepared to sell). Arrangements to trade forward contracts may be made with only one or a few counterparties, which potentially reduces liquidity (see 'Liquidity Risk'). The imposition of credit controls by governmental authorities might limit such forward trading to less than that which the Manager would otherwise recommend, to the possible detriment of a Fund (see 'Legal and Regulatory Risk'). Additionally, disruptions can occur in any market traded by a Fund due to unusually high trading volume, political intervention or other factors. Market illiquidity or disruption could result in major losses to a Fund. In addition, a Fund may be exposed to credit risks with regard to counterparties with whom it trades as well as risks relating to settlement default (see 'Credit Risk', 'Counterparty Risk' and 'Settlement Risk'). Such risks could result in substantial losses to a Fund.

(iv) Futures

Futures are standardised contracts between two parties to buy or sell a specified asset or index with a standardised quantity for a price agreed upon today with delivery and payment occurring at a future delivery date.

They are negotiated on an exchange acting as an intermediary between parties.

A Fund may enter into futures transactions as either the buyer or seller and may combine them to form a particular trading strategy as well as use futures for reducing an existing risk.

Futures positions may be illiquid (see 'Liquidity Risk') because certain exchanges limit fluctuations in certain futures contract prices during a single day by regulations or an exchange or the Commodity Futures Trading Commission may suspend trading in a particular contract, order immediate liquidation and settlement of a particular contract, or order that trading in a particular contract be conducted for liquidation only.

Investments in futures may also involve the following non-exhaustive list of risks see 'Market Risk', 'Settlement Risk'.

(v) Hedging techniques

Hedging techniques could involve a variety of derivative transactions (see "Derivatives (general)". As a result, hedging techniques involve different risks than those of underlying investments, including liquidity risk and the potential for loss in excess of the amount invested. In particular, the variable degree of correlation between price movements of hedging instruments and price movements in the position being hedged creates the possibility that losses on the hedge may be greater than gains in the value of a Fund's positions. In addition, although the contemplated use of these techniques should minimise the risk of loss due to a decline in the value of the hedged position, at the same time they may limit any potential gains resulting from an increase in the value of such positions. The ability of a Fund to hedge successfully will depend on the Manager's, or its delegate's, ability to predict pertinent market movements, and as a consequence there can be no assurance that hedging transactions will be successful in protecting against adverse market and/or currency movements.

(vi) Investment in UK UCITS and/or other collective investment schemes

Each Fund may invest up to 100 % of its scheme property in the units of UK UCITS and/or other collective investment schemes that are managed by the Manager or by an associate (as defined by the FCA) in which case no subscription or redemption fees may be charged to the Funds in accordance with the rules in the COLL Sourcebook. In addition, in relation to UK UCITS and/or other collective investment schemes managed by the Manager or by an associate (as defined by the FCA), either no annual management charge will be charged to the Funds or a full retrocession of the annual management charge shall be returned to the Funds. However, where a Fund invests in units of UK UCITS and/or other collective investment schemes not managed by the Manager or by an associate (i.e. managed by a third party manager), it may be required to pay subscription or redemption fees and any other fees (including management fees).

(vii) Options

An option is the right (but not the obligation) to buy or sell a particular asset or index at a stated price at some date in the future. In exchange for the rights conferred by the option, the option buyer has to pay the option seller a premium for carrying on the risk that comes with the obligation. The option premium depends on the strike price, volatility of the underlying, as well as the time remaining to expiration. Options may be listed or dealt in OTC.

A Fund may enter into option transactions as either the buyer or seller of this right and may combine them to form a particular trading strategy as well as use options for reducing an existing risk.

If the Manager or its delegate is incorrect in its expectation of changes in the market prices or determination of the correlation between the instruments or indices on which the options are written or purchased and the instruments in a Fund's investment portfolio, that Fund may incur losses that it would not otherwise incur.

The seller (writer) of a call option which is covered (e.g. the writer holds the underlying security) assumes the risk of a decline in the market price of the underlying security below the purchase price of the underlying security less the premium received, and gives up the opportunity for gain on the underlying security above the exercise price of the option. The seller of an uncovered call option assumes the risk of a theoretically unlimited increase in the market price of the underlying security above the exercise price of the option. The buyer of a call option assumes the risk of losing his entire investment in the call option. If the buyer of the call sells short the underlying security, the loss on the call will be offset in whole or in part by any gain on the short sale of the underlying security.

The seller (writer) of a put option which is covered (e.g., the writer has a short position in the underlying security) assumes the risk of an increase in the market price of the underlying security above the sale price (in establishing the short position) of the underlying security plus the premium received, and gives up the opportunity for gain on the underlying security below the exercise price of the option. If the seller of the put option owns a put option covering an equivalent number of shares with an exercise price equal to or greater than the exercise price of the put written, the position is "fully hedged" if the option owned expires at the same time or later than the option written. The seller of an uncovered put option assumes the risk of a decline in the market price of the underlying security below the exercise price of the option. The buyer of a put option assumes the risk of losing his entire investment in the put option. If the buyer of the put holds the underlying security, the loss on the put will be offset in whole or in part by any gain on the underlying security.

Investment in options may involve the following non-exhaustive list of risks, see 'Market Risk', 'Settlement Risk', 'Counterparty Risk', 'Liquidity Risk'. Their magnitude will depend on the exposure taken by a Fund and certain or unexpected market conditions.

(viii) OTC transactions

There is less governmental regulation and supervision of transactions in OTC markets (in which currencies, forward, spot and option contracts, credit default swaps, total return swaps and certain options on currencies and other types of derivative instruments are generally traded) than organised stock exchanges. Many of the protections afforded to transactions on organised exchanges such as the performance guarantee of an exchange clearing house may not exist for OTC transactions. The risk of counterparty default therefore exists (see 'Counterparty Risk' and 'Credit Risk').

The Manager or its delegates will continuously assess the credit and counterparty risk as well as the potential risk,

which for trading activities is the risk resulting from adverse movements in the level of volatility of market prices and will assess the hedging effectiveness on an ongoing basis. They will define specific internal limits applicable to these kinds of operations and monitor the counterparties accepted for these transactions. Further, in contrast to exchange traded instruments, forward, spot and option contracts on currencies do not provide the Manager or its delegate with the possibility to offset a Fund's obligations through an equal and opposite transaction. For this reason entering into forward, spot or options contracts, a Fund may be required and must be able to, perform its obligations under the contracts.

(ix) Short selling

A Fund may engage in short selling. Short selling involves selling securities which may be owned, or may not be owned and borrowing the same securities with an obligation to replace the borrowed securities at a later date, for delivery to the purchaser. Short selling allows the investor to profit from a decline in the value of securities. A short sale creates the risk of a theoretically unlimited loss, in that the price of the underlying security could theoretically increase without limit, thus increasing the cost of buying those securities to cover the short position.

Typically funds introduce short selling by selling the physical stock or using instruments such as futures and options.

(x) Securities Lending

A Fund will have credit risk to the counterparty to any securities lending contract. A default by the counterparty combined with a fall in the value of the collateral below that of the value of the securities lent may result in a reduction in the value of a Fund. In the unlikely event that any securities lending is not fully collateralised (for example due to timing issues arising from payment lags), a Fund will have a credit risk exposure to the counterparties to the securities lending contracts. In addition, delays in the return of securities on loan may restrict the ability of a Fund to meet delivery obligations under security sales or payment obligations arising from redemption requests. See 'Credit Risk' and 'Counterparty Risk'.

(xi) Repurchase and Reverse Repurchase Transactions

The Funds may enter into repurchase and reverse repurchase transactions. In the event of the insolvency, bankruptcy or default of the seller under a repurchase agreement, a Fund may experience both delays in liquidating the underlying securities and losses, including the possible decline in the value of securities, during the period in which it seeks to enforce its rights thereto, possible sub-normal level of income and lack of access to income during the period. A Fund may also incur expenses in enforcing its rights.

(xii) Total Return Swaps

The Funds may use total return swaps. These expose a Fund to the risk that the counterparty with whom the derivative is entered into fails to perform its obligations under the contract (e.g., due to the insolvency of the counterparty). Where the Fund bears the loss of the amount expected to be received under the derivative as a result of the failure of a counterparty, this will affect the value of the Fund. Collateral, in the form of cash or other securities, posted by the counterparty (where required) may offset the loss, but such offset may only be partial.

In addition, total return swaps can involve considerable economic leverage and may, in some cases, involve significant risk of loss.

(c) Risk factors specific to certain Funds

(i) Survey based benchmark

The Funds (except the BlackRock Global Equity Fund, BlackRock Institutional UK Focus Fund and the BlackRock Overseas Equity Fund) will seek to follow an asset allocation strategy which is broadly in line with the asset allocation of the relevant ABI Pension Sector average. However, unitholders should be aware that the ABI Pension Sector averages are published with a time lag of approximately 14 calendar days and the published data does not provide any transparency into the sub-composition of each broad asset class. Therefore, there is no guarantee that the Funds' asset allocation will match that of the ABI Pension Sector average at all times. Instead, the ABI Pension Sector average will act as a reference for the relevant Fund's asset allocation model. The Funds will aim to regularly rebalance their portfolios to be in line with the relevant ABI Pension Sector average, however, where in the Manager's opinion it would become inefficient or uneconomical for a Fund to gain exposure to a specific asset class, it may deviate from its asset allocation model which may result in the exclusion of certain asset classes. Accordingly, unitholders should expect a degree of divergence between the performance of the Funds and the performance of the relevant ABI Pension Sector average.

(ii) Concentration risk

The BlackRock Institutional UK Focus Fund concentrates investment in the UK and so may be more susceptible to any single economic, market, political or regulatory occurrence affecting the UK. This could lead to a greater risk of loss to the value of your investment.

(d) Risk factors specific to underlying funds

The above risks should be considered for all Funds. There are other risks that unitholders should bear in mind which relate to the underlying funds in which the Funds invest as follows:

(i) Distressed securities

Investment in a security issued by a company that is either in default or in high risk of default ("**Distressed Securities**") involves significant risk. Such investments will only be made when the Investment Manager believes it is reasonably likely that the issuer of the securities will make an exchange offer or will be the subject of a plan of reorganisation; however, there can be no assurance that such an exchange offer will be made or that such a plan of reorganisation will be adopted or that any securities or other assets received in connection with such an exchange offer or plan of reorganisation will not have a lower value or income potential than anticipated when the investment was made. In addition, a significant period of time may pass between the time at which the investment in Distressed Securities is made and the time that any such exchange offer or plan of reorganisation is completed. During this period, it is unlikely that any interest payments on the Distressed Securities will be received, there will be significant uncertainty as to whether or not the exchange offer or plan of reorganisation will be completed, and there may be a requirement to bear certain expenses to protect the investing underlying fund's interest in the course of negotiations surrounding any potential exchange or plan of reorganisation. In addition, as a result of participation in negotiations with respect to any exchange offer or plan of reorganisation with respect to an issuer of Distressed Securities, the investing underlying fund may be precluded from disposing of such securities. Furthermore, constraints on investment decisions and actions with respect to Distressed Securities due to tax considerations may affect the return realised on the Distressed Securities.

Where the Manager or the Investment Manager exercises its discretion to invest in underlying funds ("**Underlying Funds**"), such Underlying Funds may invest in securities of issuers that are encountering a variety of financial or earnings problems and represent distinct types of risks. An Underlying Fund's investments in equity or fixed income transferable securities of companies or institutions in weak financial condition may include issuers with substantial capital needs or negative net worth or issuers that are, have been or may become, involved in bankruptcy or reorganisation proceedings.

(ii) Emerging markets / frontier markets

The following considerations, which apply to some extent to all international investments, are of particular significance in certain smaller emerging and frontier markets. Funds investing in equities (as described in Appendix 1) may include investments in certain smaller emerging and frontier markets, which are typically those of poorer or less developed countries which exhibit lower levels of economic and/or capital market development, and higher levels of share price and currency volatility. The prospects for economic growth in a number of these markets are considerable and equity returns have the potential to exceed those in mature markets as growth is achieved. However, share price and currency volatility are generally higher in emerging and frontier markets.

Some governments exercise substantial influence over the private economic sector and the political and social uncertainties that exist for many developing countries are particularly significant. Another risk common to most such countries is that the economy is heavily export oriented and, accordingly, is dependent upon international trade. The existence of overburdened infrastructures and obsolete financial systems also presents risks in certain countries, as do environmental problems which may be exacerbated by climate change .

Certain economies also depend to a significant degree upon exports of primary commodities and, therefore, are vulnerable to changes in commodity prices which, in turn, may be affected by a variety of factors.

In adverse social and political circumstances, governments have been involved in policies of expropriation, confiscatory taxation, nationalisation, intervention in the securities market and trade settlement, and imposition of foreign investment restrictions and exchange controls, and these could be repeated in the future. In addition to withholding taxes on investment income, some emerging and frontier markets may impose different capital gains taxes on foreign investors.

Generally accepted accounting, auditing and financial reporting practices in emerging and frontier markets may be significantly different from those in developed markets. Compared to mature markets, some emerging and frontier markets may have a low level of regulation, enforcement of regulations and monitoring of investors' activities. Those activities may include practices such as trading on material non-public information by certain categories of investor.

The securities markets of developing countries are not as large as the more established securities markets and have substantially less trading volume, resulting in a lack of liquidity and high price volatility. There may be a high concentration of market capitalisation and trading volume in a small number of issuers representing a limited number of industries as well as a high concentration of investors and financial intermediaries. These factors may adversely affect the timing and pricing of a Fund's acquisition or disposal of securities.

Practices in relation to settlement of securities transactions in emerging and frontier markets involve higher risks than those in developed markets, in part because a Fund will need to use brokers and counterparties which are less well capitalised, and custody and registration of assets in some countries may be unreliable.

Delays in settlement could result in investment opportunities being missed if a Fund is unable to acquire or dispose of a security. The Trustee is responsible for the proper selection and supervision of its correspondent banks and sub-custodians in all relevant markets in accordance with UK applicable law and regulation.

In certain emerging and frontier markets, registrars are not subject to effective government supervision nor are they always independent from issuers. The possibility of fraud, negligence, undue influence being exerted by the issuer or refusal to recognise ownership exists, which, along with other factors, could result in the registration of a shareholding being completely lost. Investors should therefore be aware that the Funds concerned could suffer loss arising from these registration problems, and as a result of archaic legal systems a Fund may be unable to make a successful claim for compensation.

While the factors described above may result in a generally higher level of risk with respect to the individual smaller emerging and frontier markets, these may be reduced when there is a low correlation between the activities of those markets and/or by the diversification of investments within the relevant Funds.

Investments in Russia are currently subject to certain heightened risks with regard to the ownership and custody of securities. In Russia, this is evidenced by entries in the books of a company or its registrar (which is neither an agent nor responsible to the Trustee). No certificates representing ownership of Russian companies will be held by the Trustee or any correspondent or in an effective central depositary system. As a result of this system and the lack of state regulation and enforcement, an underlying fund could lose its registration and ownership of Russian securities through fraud, negligence or even mere oversight.

(iii) Fixed income transferable securities

Debt securities are subject to both actual and perceived measures of creditworthiness. The amount of credit risk is measured by the issuer's credit rating which is assigned by one or more independent rating agencies. This does not amount to a guarantee of the issuer's creditworthiness but provides a strong indicator of the likelihood of default. Securities which have a lower credit rating are generally considered to have a higher credit risk and a greater possibility of default than more highly rated securities. Companies often issue securities which are ranked in order of seniority which in the event of default would be reflected in the priority in which investors might be paid back. The "downgrading" of a rated debt security or adverse publicity and investor perception, which may not be based on fundamental analysis, could decrease the value and liquidity of the security, particularly in a thinly traded market.

Non-investment grade debt may be highly leveraged and carry a greater risk of default.

An underlying fund may be affected by changes in prevailing interest rates and by credit quality considerations. Changes in market rates of interest will generally affect an underlying fund's asset values as the prices of fixed rate securities generally increase when interest rates decline and decrease when interest rates rise. Prices of shorter-term securities generally fluctuate less in response to interest rate changes than do longer-term securities. An economic recession may adversely affect an issuer's financial condition and the market value of high yield debt securities issued by such entity. The issuer's ability to service its debt obligations may be adversely affected by specific issuer developments, or the issuer's inability to meet specific projected business forecasts, or the unavailability of additional financing. In the event of bankruptcy of an issuer, an underlying fund may experience losses and incur costs. In addition, non-investment grade securities tend to be more volatile than higher rated fixed-income securities, so that adverse economic events may have a greater impact on the prices of non-investment grade debt securities than on higher rated fixed-income securities.

(iv) Bank Corporate Bonds

Corporate bonds issued by a financial institution may be subject to the risk of a write down or conversion (i.e. "bail-in") by a relevant authority in circumstances where the financial institution is unable to meet its financial obligations. This may result in bonds issued by such financial institution being written down (to zero), converted into equity or alternative instrument of ownership, or the terms of the bond may be varied. 'Bail-in' risk refers to the risk of relevant authorities exercising powers to rescue troubled banks by writing down or converting rights of their bondholders in order to absorb losses of, or recapitalise, such banks. Investors should be alerted to the fact that relevant authorities are more likely to use a "bail-in" tool to rescue troubled banks, instead of relying on public financial support as they have in the past. Relevant authorities now consider that public financial support should only be used as a last resort after having assessed and exploited, to the maximum extent practicable, other resolution tools, including the "bail-in" tool. A bail-in of a financial institution is likely to result in a reduction in value of some or all of its bonds (and possibly other securities) and a Fund holding such securities when a bail-in occurs will also be similarly impacted.

(v) Restrictions on foreign investment

Some countries prohibit or impose substantial restrictions on investments by foreign entities such as an underlying fund. As illustrations, certain countries require governmental approval prior to investments by foreign persons, or limit the amount of investment by foreign persons in a particular company, or limit the investment by foreign persons in a company to only a specific class of securities which may have less advantageous terms than securities of the company available for purchase by nationals. Certain countries may restrict investment opportunities in issuers or industries deemed important to national interests. The manner, in which foreign investors may invest in companies in certain countries, as well as limitations on such investments, may have an adverse impact on the operations of an underlying fund. For example, an underlying fund may be required in certain of such countries to invest initially through a local broker or other entity and then have the share purchases re-registered in the name of the underlying fund. Re-registration may in some instances not be able to occur

on a timely basis, resulting in a delay during which an underlying fund may be denied certain of its rights as an investor, including rights to dividends or to be made aware of certain corporate actions. There also may be instances where an underlying fund places a purchase order but is subsequently informed, at the time of re-registration, that the permissible allocation to foreign investors has been filled, depriving the underlying fund of the ability to make its desired investment at the time. Substantial limitations may exist in certain countries with respect to an underlying fund's ability to repatriate investment income, capital or the proceeds of sales of securities by foreign investors. An underlying fund could be adversely affected by delays in, or a refusal to grant any required governmental approval for repatriation of capital, as well as by the application to the underlying fund of any restriction on investments. A number of countries have authorised the formation of closed-end investment companies to facilitate indirect foreign investment in their capital markets. Shares of certain closed-end investment companies may at times be acquired only at market prices representing premiums to their net asset values. If an underlying fund acquires shares in closed-end investment companies, unitholders would bear both their proportionate share of expenses in the underlying fund (including management fees) and, indirectly, the expenses of such closed end investment companies.

(vi) Smaller capitalisation companies

Securities of smaller capitalisation companies may, from time to time, and especially in falling markets, become illiquid and experience short-term price volatility and wide spreads between bid and offer prices. Investment in smaller capitalisation companies may involve higher risk than investment in larger companies.

The securities of smaller companies may be subject to more abrupt or erratic market movements than larger, more established companies or the market average in general. These companies may have limited product lines, markets or financial resources, or they may be dependent on a limited management group. Full development of those companies takes time. In addition, many small company securities trade less frequently and in smaller volume.

The securities of small companies may also be more sensitive to market changes than the securities of large companies. These factors may result in above-average fluctuations in the price of an underlying fund's units.

(vii) Sovereign debt

Certain countries are large debtors. Investment in debt obligations ("**Sovereign Debt**") issued or guaranteed by governments or their agencies and instrumentalities ("**governmental entities**") may involve a high degree of risk. The governmental entities that control the repayment of Sovereign Debt may not be able or willing to repay the principal and/or interest when due in accordance with the terms of such debt. A governmental entity's willingness or ability to repay principal and interest due in a timely manner may be affected by, among other factors, its cash flow situation, the extent of its foreign reserves, the availability of sufficient foreign exchange on the date a payment is due, the relative size of the debt service burden to the economy as a whole, the governmental entity's policy towards the International Monetary Fund and the political constraints to which a governmental entity may be subject.

Governmental entities may also be dependent on expected disbursements from other governments, multilateral agencies and others to reduce principal and interest arrearage on their debt. The commitment on the part of these governments, agencies and others to make such disbursements may be conditioned on a governmental entity's implementation of economic reforms and/or economic performance and the timely service of such debtor's obligations. Failure to implement such reforms, achieve such levels of economic performance or repay principal or interest when due may result in the cancellation of such third parties' commitments to lend funds to the governmental entity, which may further impair such debtor's ability or willingness to service its debt on a timely basis. Consequently, governmental entities may default on their Sovereign Debt. Holders of Sovereign Debt, including an underlying fund, may be requested to participate in the rescheduling of such debt and to extend further loans to governmental entities. There is no bankruptcy proceeding by which Sovereign Debt on which a governmental entity has defaulted may be collected in whole or in part.

(viii) Tracking error

Where the underlying funds in which the Funds invest track a benchmark index, the performance of the underlying funds, as compared to their relevant benchmark index, may be adversely affected in circumstances where assumptions about tax made by the relevant index provider in their index calculation methodology, differ to the actual tax treatment of the underlying securities in the benchmark index held within the underlying funds.

Where the underlying fund is an index tracking fund seeking exposure to emerging markets, the performance of the fund compared to its benchmark index may also be affected by the fact that it invests in emerging market securities. In certain emerging markets, there may be limits concerning the manner and/or extent to which foreign investors can invest directly in securities in that market, and also taxes or other charges applicable to foreign investors which may render direct investment inefficient or uneconomical for unitholders. This may affect the fund's ability to invest in all of the securities that make up the benchmark index or hold the appropriate amount of these. Furthermore, where accounts are opened with the local sub-custodian for the first time, there may be a significant amount of time elapsed before the account is operational. In certain situations, it may be possible for the Manager to invest in other transferable securities or utilise certain instruments and techniques which provide an equivalent

exposure to the securities in these markets. However the Manager is unable to guarantee that a similar outcome will be achieved to that if it were possible to hold the securities directly.

(ix) Potential implications of Brexit

On 31 Jan 2020 the UK formally withdrew and ceased being a member of the EU.

On 30 December 2020, the UK and the EU signed an EU-UK Trade and Cooperation Agreement ("UK/EU Trade Agreement"), which applies from 1 January 2021 and sets out the foundation of the economic and legal framework for trade between the UK and the EU. As the UK/EU Trade Agreement is a new legal framework, the implementation of this Agreement may result in uncertainty in its application and periods of volatility in both the UK and wider European markets. The UK's exit from the EU is expected to result in additional trade costs and disruptions in this trading relationship. While the UK/EU Trade Agreement provides for the free trade of goods, it provides only general commitments on market access in services together with a "most favoured nation" provision which is subject to many exceptions. Furthermore, there is the possibility that either party may impose tariffs on trade in the future in the event that regulatory standards between the EU and the UK diverge. The terms of the future relationship may cause continued uncertainty in the global financial markets, and adversely affect the performance of a Fund.

Volatility resulting from this uncertainty may mean that the returns of a Fund's investments are affected by market movements, the potential decline in the value of Sterling or Euro, and the potential downgrading of sovereign credit ratings of the UK or an EU member state.

(x) Sustainability risk

Sustainability risk is an inclusive term to designate investment risk (probability or uncertainty of occurrence of material losses relative to the expected return of an investment) that relates to environmental, social or governance issues.

Sustainability risk around environmental issues includes, but is not limited to, climate risk, both physical and transition risk. Physical risk arises from the physical effects of climate change, acute or chronic. For example, frequent and severe climate-related events can impact products and services and supply chains. Transition risk whether policy, technology, market or reputation risk arises from the adjustment to a low-carbon economy in order to mitigate climate change. Risks related to social issues can include but are not limited to labour rights and community relations. Governance related risks can include but are not limited to risks around board independence, ownership & control, or audit & tax management. These risks can impact an issuer's operational effectiveness and resilience as well as its public perception, and reputation affecting its profitability and in turn, its capital growth, and ultimately impacting the value of holdings in a Fund. These are only examples of sustainability risk factors and sustainability risk factors do not solely determine the risk profile of the investment. The relevance, severity, materiality and time horizon of sustainability risk factors and other risks can differ significantly by Funds.

Sustainability risk can manifest itself through different existing risk types (including, but not limited to, market, liquidity, concentration, credit, asset-liability mismatches etc.). By way of example, a Fund may invest in the equity or debt of an issuer that could face potentially reduced revenues or increased expenditures from physical climate risk (e.g. decreased production capacity due to supply chain perturbations, lower sales due to demand shocks or higher operating or capital costs) or transition risk (e.g. decreased demand for carbon-intensive products and services or increased production costs due to changing input prices). As a result, sustainability risk factors may have a material impact on an investment, may increase the volatility, affect liquidity and may result in a loss to the value of units in a Fund. The impact of those risks may be higher for Funds with particular sectoral or geographic concentrations e.g., Funds with geographical concentration in locations susceptible to adverse weather conditions where the value of the investments in the Funds may be more susceptible to adverse physical climate events or Funds with specific sectoral concentrations such as investing in industries or issuers with high carbon intensity or high switching costs associated with the transition to low carbon alternatives, may be more impacted by climate transition risks. All or a combination of these factors may have an unpredictable impact on the relevant Fund's investments. Under normal market conditions such events could have a material impact on the value of units of a Fund.

Furthermore, investor sentiment towards issuers or attitudes towards ESG concepts generally may change over time (which may be a result of changes in market practice or the regulatory requirements which apply to ESG matters). This may impact the underlying performance of the affected issuers, which in turn may impact the performance of a Fund.

Assessments of sustainability risk are specific to the asset class and to the Fund's objective. Different asset classes require different data and tools to apply heightened scrutiny, assess materiality, and make meaningful differentiation among issuers and assets. Risks are considered and risk managed concurrently, by prioritising based on materiality and on the Fund's objective. The impacts of sustainability risk are likely to develop over time and new sustainability risks may be identified as further data and information regarding sustainability factors and impacts becomes available and the regulatory environment regarding sustainable finance evolves. These emerging risks may have further impacts on the value of units in the Funds.

27. Taxation

The following summary is intended to offer some guidance to persons (other than dealers in securities) on the current United Kingdom ("**UK**") taxation of

authorised unit trusts and their unitholders. It should be noted that the existing legislation may change in future. This summary should not be regarded as definitive, nor as removing the desirability of taking separate professional advice. If unitholders are in any doubt as to their taxation position, they should consult their professional advisers.

(a) The Funds

In respect only of income, authorised unit trusts are taxed as "investment companies" which means that franked income (dividends received from a UK resident company) is not taxed in the unit trust as it has been paid out of profits which have already been taxed. The majority of overseas dividends received by authorised unit trusts from non-UK companies should also be exempt from UK tax. They are liable to pay corporation tax on their other income after deduction of allowable expenses. Authorised unit trusts are not normally liable to corporation tax on their capital gains arising from the disposal of investments.

Where the Fund holds an investment in any other UK or offshore fund that during the Fund's accounting period is invested primarily in cash, gilts, corporate bonds and similar assets, any movements in that holding will be taxed as income of the Fund for the period concerned. In addition, any dividends paid by such fund will be taxed as interest income. Where the offshore fund is not certified by HM Revenue & Customs ("**HMRC**") as a reporting fund, the Fund may not be exempt from tax on gains realised on disposal of the interest in the offshore fund. Units in the Funds shall be widely available to the investors that meet the investment criteria. Units in the Funds shall be marketed and made available sufficiently widely to reach investors, and in an appropriate manner to attract them.

Authorised unit trusts are subject to corporation tax at the basic rate at which income tax is charged, which is currently 20 % (2017/2018). For investments overseas, credit may be available (by offset against any UK tax liability or by reducing the overseas dividend by the underlying foreign tax suffered) for some or all of the overseas tax suffered, to minimise any double tax charge suffered by the trust.

Investments held by the Funds will be accounted for and taxed in accordance with the Statement of Recommended Practice for authorised unit trusts. It is the intention of the Manager that all assets held by the Funds will be held for investment purposes and not for the purposes of trading. Furthermore, it is considered that substantially all of the investments held by the Funds should meet the definition of an "investment transaction" as defined by the Authorised Investment Funds (Tax) (Amendment) Regulations 2009 ("**the regulations**"). Therefore, it is considered that the likelihood of HM Revenue & Customs ("**HMRC**") successfully arguing that the Funds are trading is minimal. This assumption is on the basis that the Funds meet the "genuine diversity of ownership" condition as outlined in the regulations.

In the unlikely event that HMRC successfully argued that the Funds were trading in relation to the investments held, this may lead to tax payable within the Funds that investors may not be able to offset or recover.

(b) The unitholder

Distributions can be paid either as a dividend or as an interest distribution, depending on whether a Fund is classified as a bond or an equity fund. A Fund will be regarded as a bond fund if throughout the period between income allocation dates more than 60% of the market value of the Fund's holdings are in debt instruments. If this test is not passed the Fund will be an equity fund. A distribution from an equity fund can only be paid as a dividend. A distribution from an equity fund can only be paid as a dividend. A £2,000 (2019/2020) dividend allowance applies for UK individuals. Dividends received in excess of this threshold will be taxed at the following rates.

Basic rate taxpayers will be liable to tax on dividend distributions at the ordinary rate of 7.5%. Higher-rate taxpayers will be liable to tax on dividend distributions at the higher rate of 32.5%.

Additional rate taxpayers will be liable to tax on dividend distributions at the additional rate of 38.1%. UK resident corporate unitholders must split their dividend distributions into franked and unfranked income portions according to the percentage split disclosed on the tax voucher provided to unitholders.

Unitholders will be sent tax vouchers. Accumulation unitholders will be liable to tax on their income as if they had actually received cash on the pay date.

Interest distributions received in excess of personal savings allowance will be taxed at the following rates: Basic rate taxpayers are liable to basic rate of 20%, higher rate taxpayers are liable at the higher rate of 40% and additional rate taxpayers are liable at the additional rate of 45%.

Persons within the charge to UK corporation tax should note that, if at any time in an accounting period such a person holds a unitholding in a Fund and there is a time in that period when that Fund fails to satisfy the "qualifying investments" test, the unitholding held by such a person will be treated for that accounting period as if it were rights under a creditor relationship for the purposes of the loan relationships regime.

A Fund fails to satisfy the "qualifying investments" test at any time when more than 60 % of its assets by market value comprise government and corporate debt securities or cash on deposit or certain derivative contracts or holdings in other collective investment schemes which at any time in the relevant accounting period do not themselves satisfy the "qualifying investments" test. On the basis of the investment policies of the Funds, the Funds could invest more than 60 % of their assets in government and corporate debt securities or as cash on deposit or in certain derivative contracts or

in other non-qualifying collective investment schemes and hence could fail to satisfy the "qualifying investments" test. In that eventuality, the units will be treated for corporation tax purposes as within the loan relationships regime with the result that all returns on the units in respect of such a person's accounting period (including gains, profits and losses) will be taxed or relieved as an income receipt or expense on a "fair value accounting" basis. Accordingly, such a person who acquires units in the Funds may, depending on its own circumstances, incur a charge to corporation tax on an unrealised increase in the value of its holding of units (and, likewise, obtain relief against corporation tax for an unrealised reduction in the value of its holding of units).

Any gains arising on disposal of units including a switch of units between unit trusts are potentially subject to tax on the capital gain (although conversions between classes of units in the same unit trust may not give rise to a disposal for UK capital gains tax purposes). For UK resident individuals the first £12,000 (2019/20) of chargeable gains, from all sources is exempt from tax.

As the Fund operates equalisation, it is likely that the first distribution made after the acquisition of units will include an amount of equalisation. This amount corresponds to the income in the price at which the units were acquired and represents a capital repayment for UK tax purposes which should be deducted from the cost of units in arriving at any capital gain realised on their subsequent disposal. Therefore, this amount of the first distribution is not income for tax purposes.

Investors who are insurance companies subject to UK taxation may be deemed to dispose of and immediately reacquire their holding at the end of each accounting period.

(c) "Foreign Account Tax Compliance Act" ('FATCA')

The US-UK Agreement to Improve International Tax Compliance and to Implement FATCA (the "US-UK IGA") was entered into with the intention of enabling the UK implementation of the Foreign Account Tax Compliance Act provisions of the U.S. Hiring Incentives to Restore Employment Act ("FATCA"), which impose a reporting regime and potentially a 30% withholding tax on certain payments made from (or attributable to) US sources or in respect of US assets to certain categories of recipient including a non-US financial institution (a "foreign financial institution" or "FFI") that does not comply with the terms of FATCA and is not otherwise exempt. Certain financial institutions ("reporting financial institutions") are required to provide certain information about their US accountholders to HMRC (which information will in turn be provided to the US tax authority) pursuant to UK regulations implementing the US-UK IGA. It is expected that the Funds will constitute reporting financial institutions for these purposes. Accordingly, the Funds are required to provide certain information about their US Unitholders to HMRC (which information will in turn be provided to the US tax authorities) and are also required to register with the US Internal Revenue Service. It is the Manager's intention to procure that the Funds are treated as complying with the terms of FATCA by complying with the terms of the reporting system contemplated by the US-UK IGA. No assurance can, however, be provided that the Funds will be able to comply with FATCA and, in the event that they are not able to do so, a 30% withholding tax may be imposed on payments they receive from (or which are attributable to) US sources or in respect of US assets, which may reduce the amounts available to them to make payments to their Unitholders.

The Funds are also required to comply with UK regulations implementing agreements to improve international tax compliance entered into between the UK and its Crown Dependencies and certain overseas territories (namely, Jersey, Guernsey, the Isle of Man and Gibraltar), pursuant to which the Funds are required to provide certain information about their Jersey, Guernsey, Isle of Man and Gibraltar Unitholders to HMRC (which information will in turn be provided to the relevant tax authorities) albeit that such requirement may be removed in the future as a result of the overlap with the Common Reporting Standard referred to in the following paragraph.

A number of jurisdictions have entered into multilateral arrangements modelled on the Common Reporting Standard for Automatic Exchange of Financial Account Information published by the OECD. This will require the Funds to provide certain information to HMRC about Unitholders from the jurisdictions which are party to such arrangements (which information will in turn be provided to the relevant tax authorities).

In light of the above, Unitholders in the Funds will be required to provide certain information to the Funds to comply with the terms of the UK regulations. Please note that the Manager has determined that US Persons are not permitted to own units in the Funds, section 14(i) above.

(d) Pillar Two

The OECD has issued work relating to the introduction of a system ensuring a minimum level of taxation for multinational enterprises ("Pillar Two"). The Pillar Two rules[8] aim to ensure that large multinational enterprise (MNE) groups pay a minimum level of tax on the income arising in each of the jurisdictions where they operate, by imposing a top-up tax whenever the effective tax rate,

[8] The OECD's 2021 "Tax Challenges Arising from Digitalisation of the Economy – Global Anti-Base Erosion Model Rules (Pillar Two): Inclusive Framework on BEPS" (the Model Rules) and Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the EU (the Pillar Two Directive), together with Part 3 (Multinational Top-up Tax) and Part 4 (Domestic Top-up Tax) of the Finance (No. 2) Act 2023 (UK Public General Act 2023 c. 33), as amended by any subsequent Finance Acts, together with any current or future similar or related legislation in respect of any EU or non-EU jurisdiction and, in each case, any current or future legislation, regulations, guidance or official interpretations in connection therewith.

determined on a jurisdictional basis, is below the minimum rate specified in Pillar Two.

If a unitholder entity or, where applicable, its ultimate parent entity consolidates (or is deemed to consolidate) the Trust or its Funds in its consolidated financial statements ("Consolidated Financial Statements"), there is a risk that the Fund may become subject to Pillar Two tax.

If a Fund falls within the scope of Pillar Two, the effective tax rates within its structure could increase due to higher amounts of tax being due or the possible denial of deductions. Tax compliance costs may also increase, which could adversely affect returns to the unitholders. In the event the Fund becomes liable for any Pillar Two tax, this may reduce the amounts available for distribution to the unitholders.

Each unitholder agrees to indemnify the Fund, on demand, for any Pillar Two tax liability and tax compliance costs that may be incurred by the Fund as a result of a (deemed) consolidation in the Consolidated Financial Statements relating to that unitholder.

To the extent that any Pillar Two tax liability arises at the level of a unitholder entity or, where applicable, the MNE group to which it belongs, as a result of the investment in a Fund, such liability shall be borne solely by the unitholder giving rise to it and not borne by the Fund or any other unitholder. Unitholders are responsible for assessing their own Pillar Two tax position in connection with their investment in a Fund, including whether they may be required to consolidate the Fund on a line-by-line basis in their Consolidated Financial Statements. Unitholders must notify the Manager as soon as any such (deemed) consolidation requirement is identified.

The Manager reserves the right to redeem the units held by any unitholder if such investment gives rise to additional Pillar Two tax at the level of the Fund and/or results in additional filing or compliance obligations for the Fund.

28. Equalisation

Included in the issue price of units (on an offer basis) and in the cancellation price of units (on a bid basis) and so reflected as a capital sum in the offer and bid prices will be an income equalisation amount representing the value of income attributable to the unit accrued since the record date for the last income allocation. Being capital, the income equalisation amount included in the issue price of the units, is not liable to income tax but must be deducted from the cost of units for capital gains tax purposes.

The Trust Deed of each Fund permits grouping of units for equalisation, which arises in respect of those units purchased during an income allocation period. Such units carry an entitlement to equalisation which is the amount arrived at on an average basis of the accrued net income per unit included in the issue price of units purchased during the income allocation period.

29. Charges

The current charges made for the Funds are shown below and are set out in APPENDIX 1. On giving at least 60 days' written notice to unitholders, the Manager may, where relevant, increase the preliminary charge or the annual management charge on the Funds provided any such increase does not constitute a fundamental change to the Fund. Any change to charges which constitutes a fundamental change will require prior unitholder consent. For details of the categorisation of fundamental, significant and notifiable changes, please see section 33 below.

These charges contain elements described in more detail in this section 29. Unitholders and applicants should also refer to the key investor information documents which details the actual and implied charges which they may expect to pay when investing in a Fund.

(a) Manager's charges

(i) The **preliminary charge** will be included in the offer price of units. This charge will be up to 5% of the issue price in respect of Class A units and Class I units.

(ii) The **annual management charge** is payable to the Manager and charged to the relevant Fund. This charge is calculated as a percentage of the average of the issue and cancellation valuation of the Fund in respect of each Class of units as set out in APPENDIX 1. The annual management charge accrues daily and is paid monthly in arrears on the last Business Day of each month and is normally charged against the income, although, subject to the COLL Sourcebook, and with the agreement of the Trustee, the Manager may alternatively charge some or all of this against the capital of a Fund. Unitholders should note that where the annual management charge is charged against capital this may result in capital erosion or constrain capital growth within a Fund.

No annual management charge is paid in relation to Class X units[9], Class XM units in all Funds or Class A units in the BlackRock Institutional UK Focus Fund, as holders of these units are charged outside of the relevant Fund by way of agreement with the Manager, Principal Distributor or their affiliates (as applicable).

(iii) An **annual service charge** (previously named the "Registrar's Charge") is payable to the Manager and charged to the relevant Fund. The annual service charge covers non-portfolio management related costs incurred and/or paid by the Manager in servicing unitholders in a Fund (e.g. transfer agency and administration costs) and is applied at a fixed rate (per unitholder) as set out in Appendix 1. The annual service charge accrues daily and is paid monthly in arrears on the last Business Day of each month and is normally charged against the income of the Fund, although, subject to the COLL Sourcebook, and with

[9] Class X units are not yet available.

the agreement of the Trustee, the Manager may alternatively charge some or all of this charge against the capital of a Fund. Unitholders should note that where the annual service charge is charged against capital this may result in capital erosion or constrain capital growth within a Fund.

The Investment Manager has and will continue to enter into client agreements with investors who make or may make substantial contributions across funds managed by the BlackRock Group and other strategic investors. The client agreements, which are subject to applicable law and are made without notice to other unitholders, may have the effect of waiving, amending or modifying the fees to which a unitholder is subject or imposing different fees or performance-based allocations or compensation on a unitholder (including by means of a rebate). In addition, these investors, and those that demonstrate a relevant regulatory requirement, may receive certain Fund level information on an accelerated basis. As a result, the terms and conditions of any given unitholder's investments in a Fund may differ to those of other unitholders.

(b) Trustee's charges and custody charges

All Funds except BlackRock Institutional UK Focus Fund

The remuneration of the Trustee is payable out of the property of the Funds and consists of a periodic charge of 0.006% per annum of the value of the scheme property where the total value of scheme property is below £1.75billion, and a periodic charge of 0.002% per annum of the value of the scheme property where the total value of scheme property is £1.75billion or above. It is calculated, will accrue and is due monthly in advance and paid within seven days of accrual, along with certain service charges.

For the purpose of the periodic charge the value of the property of the Funds is taken as the arithmetic average of the valuations of the Funds carried out on a bid and offer basis in accordance with the COLL Sourcebook. The current Trustee charge may be altered in accordance with the Trust Deed. The Trust Deed for the Funds also authorises payment out of the property of the Funds of fees for custody services. Where a Fund invests in the units of a UCITS and/or other collective investment scheme that is managed by the Manager or by an associate (as defined by the FCA), the Manager will endeavour to negotiate (but does not guarantee) a reduction in any custodial fees applicable to such investment.

The custodial charges vary according to the location of the securities held, however the annual fees normally range from 0.00325% of the value of a Fund's property held in custody per annum (typically for UK securities) to 0.45% of the value of a Fund's property held in custody per annum (for securities in certain emerging market countries), and the transaction fees normally range from £7 to £99 per transaction. Such fees are subject to any value added tax payable thereon.

These charges vary from country to country depending on the markets and the type of transaction involved. Transaction charges accrue at the time the transactions are effected and are payable as soon as is reasonably practicable, and in any event not later than the last Business Day of the month when such charges arose or as otherwise agreed between the Trustee and the Manager.

Custody charges accrue and are payable as agreed from time to time by the Manager and the Trustee.

BlackRock Institutional UK Focus Fund

The remuneration of the Trustee is payable out of the property of the Fund and consists of a periodic charge of 0.008% per annum of the value of the scheme property.

Where relevant, the Trustee may make a charge for its services in relation to: distributions, the provision of banking services, holding money on deposit, lending money, or engaging in securities lending transactions, in relation to the relevant Fund and may purchase or sell or deal in the purchase or sale of scheme property, provided always that the services concerned and any such dealing are in accordance with the provisions of the COLL Sourcebook.

The Trustee will also be entitled to payment and reimbursement of all costs, liabilities and expenses properly incurred in the performance of, or arranging the performance of, functions conferred on it by the Trust Deed, the COLL Sourcebook or by the general law.

On a winding up of the relevant Fund the Trustee will be entitled to its pro rata fees, charges and expenses to the date of winding up, the termination, or the redemption (as appropriate) and any additional expenses necessarily realised in settling or receiving any outstanding obligations.

Any value added tax on any fees, charges or expenses payable to the Trustee will be added to such fees, charges or expenses.

In each such case such payments, expenses and disbursements may be payable to any person (including the Manager or any associate or nominee of the Trustee or of the Manager) who has had the relevant duty delegated to it pursuant to the COLL Sourcebook by the Trustee.

(c) Stamp duty reserve tax ('SDRT')

Prior to 30 March 2014, SDRT was levied on the dealing of units in unit trust schemes under Schedule 19 of the Finance Act 1999 ("Schedule 19") at the rate of 0.5% on the value of units surrendered. In order to increase the competitiveness of the asset management industry in the UK, the charge to SDRT under Schedule 19 has been abolished since 30 March 2014, and there is no SDRT charge levied on the surrender of units in unit trust schemes after this date.

(d) Research Fees

Any external research received by the Investment Manager in connection with investment services that the Investment Manager provides to BlackRock Institutional UK Focus Fund will be paid for by the Investment Manager out of its own resources.

(e) Other expenses

The following other expenses will be reimbursed out of the property of a Fund:

(i) costs of dealing in the property of a Fund;

(ii) interest on borrowings permitted by a Fund and related charges;

(iii) taxation and duties payable in respect of the property of a Fund, the Trust Deed, the issue, surrender or transfer of units;

(iv) any costs incurred in modifying the Trust Deeds, including costs incurred in respect of meetings of unitholders convened for purposes which include the purpose of modifying the Trust Deeds, where the modification is necessary or expedient by reason of changes in the law or to remove obsolete provisions;

(v) any costs incurred in respect of meetings of unitholders convened on a requisition by unitholders not including the Manager or an associate of the Manager;

(vi) unanticipated liabilities on unitisation, scheme of arrangement or reconstruction where the property of a body corporate or of another collective investment scheme is transferred to the Trustee in consideration of the issue of units in a Fund to shareholders in that body or to participants in that other scheme;

(vii) the costs of preparation and distribution of prospectuses, key investor information documents (in the case of the key investor information documents only preparation and not distribution may be charged), the trust deed and any costs incurred as a result of changes to any prospectus or trust deed, periodic updates of any other administrative documents, as well as the cost of maintaining other documentation required to be maintained in respect of the Fund;

(viii) the audit fee of the Auditor and value added tax thereon and any expenses of the Auditor as well as the fees of and expenses of third party tax, legal and other professional advisers;

(ix) the fees of the FCA under Schedule 1 Part III of the Financial Services and Markets Act 2000 Act and the corresponding periodic fees of any regulatory authority in a country or territory outside the United Kingdom in which units of a Fund are or may be marketed;

(x) fees incurred in respect of entering into securities lending arrangements with securities lending agents; and

(xi) a total annual expense of £200,000 (accrued daily and paid monthly in arrears to the Manager) for unitholder servicing activity (including but not limited to training and bespoke reporting) solely in respect of the Class XM units in the BlackRock Consensus 85 Fund.

In relation to Class D units in the BlackRock Consensus 35 Fund, the BlackRock Consensus 60 Fund, the BlackRock Consensus 70 Fund, the BlackRock Consensus 85 Fund and the BlackRock Consensus 100 Fund, the Manager will currently pay the total fees and expenses (including value added tax where applicable) set out under sections (a), (b), (c) and (d) above, to the extent these exceed 0.29 % of the value of the relevant Class D units in that Fund.

Fees, costs, and duties which are not attributable to a particular Fund will usually be allocated between the Funds pro-rata to the net asset value of each Fund or in accordance with another reasonable method at the Manager's discretion.

30. Conflicts of Interest

The Manager and other BlackRock Group companies undertake business for other clients. BlackRock Group companies, their employees and their other clients face conflicts with the interests of the Manager and its clients. BlackRock maintains a Conflicts of Interest Policy. It is not always possible for the risk of detriment to a client's interests to be entirely mitigated such that, on every transaction when acting for clients, a risk of detriment to their interests does not remain.

The types of conflict scenario giving rise to risks which BlackRock considers it cannot with reasonable confidence mitigate are disclosed below. This document, and the disclosable conflict scenarios, may be updated from time to time.

(a) Conflicts of Interest within the BlackRock Group

PA Dealing

BlackRock Group employees may be exposed to clients' investment information while also being able to trade through personal accounts. There is a risk that, if an employee could place a trade of sufficient size, this would affect the value of a client's transaction. BlackRock Group has implemented a Personal Trading Policy designed to ensure that employee trading is pre-approved.

Employee Relationships

BlackRock Group employees may have relationships with the employees of BlackRock's clients or with other

individuals whose interests conflict with those of a client. Such an employee's relationship could influence the employee's decision-making at the expense of clients' interests. BlackRock Group has a Conflicts of Interest Policy under which employees must declare all potential conflicts.

Significant Shareholder – PNC

The PNC Financial Services Group, Inc. ("PNC") holds 20.9% ownership stake of the voting common stock of BlackRock, Inc. A Stockholder Agreement is in place permitting PNC to designate two directors to the BlackRock Inc. Board. There is the potential that BlackRock Group companies could be unduly influenced by PNC to the disadvantage of clients. Both BlackRock Inc. and PNC are managed independently and in isolation of one another and all transactions and revenue between the two are disclosed within BlackRock Inc's proxy statement. Additionally, when voting, PNC must vote its shares in accordance with the recommendation of the BlackRock Inc. Board to prevent undue influence.

(b) Conflicts of interest of the Manager

Provider Aladdin

BlackRock Group uses Aladdin software as a single technology platform across its investment management business. Custodial and fund administration service providers may use Provider Aladdin, a form of Aladdin software, to access data used by the Investment Manager and Manager. Each service provider remunerates BlackRock Group for the use of Provider Aladdin. A potential conflict arises whereby an agreement by a service provider to use Provider Aladdin incentivises the Manager to appoint or renew appointment of such service provider. To mitigate the risk, such contracts are entered on an 'arm's length' basis.

Distribution Relationships

The Principal Distributer may pay third parties for distribution and related services. Such payments could incentivise third parties to promote the Trusts to investors against that client's best interests. BlackRock Group companies comply with all legal and regulatory requirements in the jurisdictions in which such payments are made.

Dealing Costs

Dealing costs are created when investors deal into and out of the Fund. There is a risk that other clients of the Fund bear the costs of those joining and leaving. BlackRock Group has policies and procedures in place to protect investors from the actions of others including anti-dilution controls.

(c) Conflicts of interest of the Investment Manager

Commissions & Research

Where permitted by applicable regulation (excluding, for the avoidance of doubt, any Funds which are in scope for MiFID II), certain BlackRock Group companies acting as investment manager to the Funds may use commissions generated when trading equities with certain brokers in certain jurisdictions to pay for external research. Such arrangements may benefit one Fund over another because research can be used for a broader range of clients than just those whose trading funded it. BlackRock Group has a Use of Commissions Policy designed to ensure compliance with applicable regulation and market practice in each region.

Timing of Competing Orders

When handling multiple orders for the same security in the same direction raised at or about the same time, the Investment Manager seeks to achieve the best overall result for each order equitably on a consistent basis taking into account the characteristics of the orders, regulatory constraints or prevailing market conditions. Typically, this is achieved through the aggregation of competing orders. Conflicts of interest may appear if a trader does not aggregate competing orders that meet eligibility requirements, or does aggregate orders that do not meet eligibility requirements; it may appear as if one order received preferential execution over another. For a specific trade instruction of the Fund, there may be a risk that better execution terms will be achieved for a different client. For example, if the order was not included in an aggregation. BlackRock Group has Order Handling Procedures and an Investment Allocation Policy which govern sequencing and the aggregation of orders.

Concurrent Long and Short Positions

The Investment Manager may establish, hold or unwind opposite positions (i.e. long and short) in the same security at the same time for different clients. This may prejudice the interests of the Investment Manager's clients on one side or the other. Additionally, investment management teams across the BlackRock Group may have long only mandates and long-short mandates; they may short a security in some portfolios that are held long in other portfolios. Investment decisions to take short positions in one account may also impact the price, liquidity or valuation of long positions in another client account, or vice versa. BlackRock Group operates a Long Short (side by side) Policy with a view to treating accounts fairly.

Cross Trading - Pricing Conflict

When handling multiple orders for the same security, the Investment Manager may 'cross' trades by matching opposing flows to obtain best execution. When crossing orders, it is possible that the execution may not be performed in the best interests of each client; for example, where a trade did not constitute a fair and reasonable price. BlackRock Group reduces this risk by implementing a Crossing Policy.

MNPI

BlackRock Group companies receive Material Non-Public Information (MNPI) in relation to listed securities in which BlackRock Group companies invest on behalf of clients. To prevent wrongful trading, BlackRock Group erects

Information Barriers and restricts trading by one or more investment team(s) concerned in the security concerned. Such restrictions may negatively impact the investment performance of client accounts. BlackRock has implemented a Material Non-Public Information Barrier Policy.

BlackRock's Investment Constraints or Limitations and its Related Parties

The Trusts may be restricted in its investment activities due to ownership threshold limits and reporting obligations in certain jurisdictions applying in aggregate to the accounts of clients of the BlackRock Group. Such restrictions may adversely impact clients through missed investment opportunities. BlackRock Group manages the conflict by following an Investment and Trading Allocation Policy, designed to allocate limited investment opportunities among affected accounts fairly and equitably over time.

Investment in Related Party Products

While providing investment management services for a client, the Investment Manager may invest in products serviced by BlackRock Group companies on behalf of other clients. BlackRock may also recommend services provided by BlackRock or its affiliates. Such activities could increase BlackRock's revenue. In managing this conflict, BlackRock seeks to follow investment guidelines and has a Code of Business Conduct and Ethics.

Investment Allocation and Order Priority

When executing a transaction in a security on behalf of a client, it can be aggregated and the aggregated transaction fulfilled with multiple trades. Trades executed with other client orders result in the need to allocate those trades. The ease with which the Investment Manager can allocate trades to a certain client's account can be limited by the sizes and prices of those trades relative to the sizes of the clients' instructed transactions. A process of allocation can result in a client not receiving the whole benefit of the best priced trade. The Investment Manager manages this conflict by following an Investment and Trading Allocation Policy, which is designed to ensure the fair treatment of all clients' accounts over time.

Fund Look Through

BlackRock Group companies may have an informational advantage when investing in proprietary BlackRock funds on behalf of client portfolios. Such an informational advantage may lead a BlackRock Group company to invest on behalf of its client earlier than the Investment Manager invests for the Trusts. The risk of detriment is mitigated through BlackRock Group's pricing of units and anti-dilution mechanisms.

Side-by-Side Management: Performance fee

The Investment Manager manages multiple client accounts with differing fee structures. There is a risk that such differences lead to inconsistent performances levels across client accounts with similar mandates by incentivising employees to favour accounts delivering performance fees over flat or non-fee accounts. BlackRock Group companies manage this risk through a commitment to a Code of Business Conduct and Ethics Policy.

31. Potential conflict with service providers

BlackRock or its Affiliates own or have an ownership interest in certain trading, portfolio management, operations and/or information systems used by Fund service providers. These systems are, or may be, used by a Fund service provider in connection with the provision of services to accounts managed by BlackRock and funds managed and sponsored by BlackRock, including the Funds, that engage the service provider (typically the custodian). A Fund's service provider remunerates BlackRock or its Affiliates for the use of the systems. A Fund service provider's payments to BlackRock or its Affiliates for the use of these systems may enhance the profitability of BlackRock and its Affiliates. BlackRock's or its Affiliates' receipt of fees from a service provider in connection with the use of systems provided by BlackRock or its Affiliates may create an incentive for BlackRock to recommend that a Fund enter into or renew an arrangement with the service provider.

32. Fair Treatment

The detailed rights and obligations of the Trustee, Manager and unitholders are set out in the Trust Deed. The Manager ensures that the Trust Deed is made available for review by each unitholder as set out in section 37(ix), such that each unitholder is informed about its rights and obligations under those documents. The Manager seeks to ensure fair treatment of all unitholders by complying with the terms of the Trust Deed and applicable law.

33. Changes to the Funds and Meetings of Unitholders

Changes to any Fund may be made in accordance with the method of classification described in sections (a), (b) and (c) below.

(a) Fundamental change

A fundamental change is a change or event which:

(i) changes the purpose or nature of the Fund; or

(ii) may materially prejudice a unitholder; or

(iii) alters the risk profile of the Fund; or

(iv) introduces any new type of payment out Fund property.

The Manager will obtain prior approval from unitholders to any fundamental change by way of an extraordinary resolution of the unitholders of the relevant Fund. See below for details of calling a meeting of unitholders.

(b) Significant change

A significant change is a change or event which the Manager and Trustee have determined is not a fundamental change but is a change which:

(i) affects a unitholder's ability to exercise his rights in relation to his investment; or

(ii) would reasonably be expected to cause a unitholder to reconsider his participation in the relevant Fund; or

(iii) results in any increased payments out of Fund property to the Manager or any of its associate companies; or

(iv) materially increases other types of payment out of Fund property.

The Manager will give unitholders at least 60 days' notice in advance of implementing any significant change.

(c) Notifiable change

A notifiable change is a change or event, other than a fundamental change or a significant change, which is reasonably likely to affect or have affected the operation of a Fund.

Depending on the nature of the change the Manager will inform unitholders of notifiable events either by:

(i) sending of an immediate notification to unitholders; or

(ii) publishing information about the change on BlackRock's website; or

(iii) including it in the next report for the Fund.

(d) Notice

The Manager will write to unitholders at their registered postal or e-mail address (as applicable) to give notice of any fundamental change or significant change.

(e) Meetings of unitholders

Rules for the calling and conduct of meetings of unitholders and the voting rights of unitholders at such meetings are governed by the COLL Sourcebook and the Trust Deed. At a meeting of unitholders a resolution put to the vote shall be decided on a show of hands unless a poll is demanded by the chairman, by the Trustee or by at least two unitholders present in person or by proxy. On a show of hands every unitholder who (being an individual) is present in person or, (being a corporation) is present by its representative properly authorised in that regard, has one vote. On a poll the voting right for each unit must be the proportion of the voting rights attached to all of the units in issue that the value of the unit bears to the aggregate value of all the units in issue.

A person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

A corporation being a unitholder may authorise such a person as it thinks fit to act as its representative at any meeting of unitholders and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual unitholder.

In the case of joint unitholders any joint unitholder may vote provided that if more than one votes the most senior unitholder in the Register who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint unitholders.

On a poll votes may be given either personally or by proxy.

The Manager and its associates may hold units in the Funds. The Manager is entitled to receive notice of and attend any meeting but it is not entitled to vote or be counted in the quorum and its units are not regarded as being in issue in relation to such meetings. An associate of the Manager may be counted in the quorum and if in receipt of voting instructions may vote in respect of units held on behalf of a person who, if himself the registered unitholder, would be entitled to vote, and from whom the associate has received voting instructions.

34. Winding Up

A Fund may be wound up upon the happening of any of the following:

(i) the order declaring it to be an authorised unit trust scheme is revoked; or

(ii) in response to a request to the FCA by the Manager or the Trustee for the revocation of the order declaring it to be an authorised unit trust scheme the FCA has agreed, albeit subject to there being no material change in any relevant factor, that, on the conclusion of the winding up of a Fund, the FCA will accede to that request; or

(iii) the effective date of a duly approved scheme of arrangement, which is to result in the Fund being left with no property.

On a winding up (otherwise than in accordance with an approved scheme of arrangement) the Trustee is required as soon as practicable after a Fund falls to be wound up, to realise the property of a Fund and, after paying out of the Fund or retaining adequate provision for all liabilities properly so payable and retaining provision for the costs of the winding up, to distribute the proceeds of that realisation to the unitholders and the Manager (upon production by them of such evidence as the Trustee may reasonably require as to their entitlement) proportionately to their respective interests in a Fund as at the date of the relevant event. The Trustee may, in certain circumstances, (and with the agreement of the affected unitholders) distribute property of a Fund

(rather than the proceeds on the realisation of that property) to unitholders on a winding up.

Any unclaimed net proceeds or other cash held by the Trustee after the expiration of twelve months from the date on which the same became payable is to be paid by the Trustee into court subject to the Trustee having a right to retain from those net proceeds or other cash any expenses incurred in making the payment into court.

If a Fund is to be wound up in accordance with an approved scheme of arrangement, the Trustee is required to wind up a Fund in accordance with the resolution of unitholders approving such scheme. Distributions will only be made to unitholders entered on the register. Any net proceeds or cash (including unclaimed distribution payments) held by the Trustee which have not been claimed after 12 months will be paid into court, after the deduction by the Trustee of any expenses it may incur.

35. Allocation of Income

The income available for allocation is determined in accordance with the COLL Sourcebook and the Investment Management Association's Statement of Recommended Practice for Accounting Standards for Investment Funds (SORP).

Distributable income comprises all income received or receivable for the account of any Fund in respect of the accounting period concerned, after deducting net charges and expenses paid or payable out of such income and after making such adjustments as the Manager considers appropriate, in accordance with the COLL Sourcebook, in relation to taxation and other matters.

Income on debt securities, such as bonds and other fixed interest securities is calculated using the "Effective Interest Rate" method, in accordance with the methodology laid down in the SORP.

The Effective Interest Rate method for calculating income generated from debt securities, treats any premiums and discounts arising on the purchase of a debt security (when compared to its maturity or par value) as income and this, together with any future expected income streams on the debt security, is amortised (written off) over the life of that security (to its maturity) and discounted back to its present value and included in calculation of distributable income.

For the purposes of allocating income, the Manager will determine on an annual basis, with reference to the objectives of a Fund, whether such income should exclude premiums and discounts arising on purchase of bonds attributed through the Effective Interest Rate method.

Each Fund will distribute income following the end of each of its accounting dates in relation to which it has an income allocation date. Each accounting period ends on an accounting date (either interim or final). The ex-dividend date and record date is the first business day following the end of the previous accounting reference period. Details of the accounting periods and income allocation dates for each Fund are set out in APPENDIX 1.

In relation to Accumulation units, any available income will become part of the capital property of a Fund as at the end of the relevant accounting period. In relation to Income units, any income distribution will be made on or before the relevant income allocation date for a Fund to those unitholders who are entitled to the allocation by evidence of their holding on the register at the previous accounting date for that Fund. If an income allocation date is not a Business Day, the allocation will be made on the preceding Business Day.

36. Information Made Available to Unitholders

Under the AIFMD, the Manager must periodically disclose to Unitholders certain information in relation to the Funds. This includes providing disclosure on each Fund's risk profile, which, as prescribed in the AIFMD, shall outline: (i) the measures used to assess the sensitivity of a Fund's portfolio to the most relevant risks to which that Fund is or could be exposed; and (ii) if risk limits set by the Manager have been or are likely to be exceeded and, where these risk limits have been exceeded, a description of the circumstances and the remedial measures taken.

The Manager intends to comply with its periodic disclosure requirements in the manner set out below.

The following information will be made available to unitholders, as a minimum, as part of a Fund's annual report:

(i) the percentage of each Fund's assets which are subject to special arrangements arising from their illiquid nature;

(ii) the current risk profile of each Fund and the risk management systems employed by the Manager to manage those risks; and

(iii) the total amount of leverage employed by each Fund.

Unitholders will also be provided with information regarding changes to (i) the maximum level of leverage which a Fund, or the Manager on that Fund's behalf, may employ; or (ii) the rights for re-use of collateral under a Fund's leveraging arrangements; or (iii) any guarantee granted under a Fund's leveraging arrangements. This information will be made available to unitholders, without undue delay following the occurrence of that change, usually by way of update to this Prospectus. Where required, such change will be preceded by notification to unitholders.

It is intended that unitholders will be notified immediately if a Fund uses its powers of deferral in relation to redemption requests, activates similar liquidity management arrangements, or if the Manager decides to suspend redemptions. Unitholders will also be notified whenever the Manager makes material changes

to liquidity management systems and procedures employed in respect of a Fund.

37. Additional Information

(i) Units in the Funds are and will continue to be made widely available to the general public. Each Fund is available for investment by both retail and professional investors. The BlackRock Institutional UK Focus Fund is intended for professional investors only. The Manager will not consider the suitability or appropriateness of an investment in the Funds for an investor's individual circumstances. Investors should be willing to accept capital and income risk, which may vary greatly from Fund to Fund. The Funds are not suitable for short term investment and should therefore generally be regarded as long-term investments. The price of units in a Fund, and any income from them, can go down as well as up and is not guaranteed.

(ii) A purchase or sale of units in writing, and/or by telephone is a legally binding contract (see section 12 for more details regarding a unitholder's contract for investment).

(iii) Any person relying on the information contained in this Prospectus, which was current at the date shown, should check with the Manager that this document is the most recent version and that no revisions have been made nor corrections published to the information contained in this Prospectus since the date shown.

(iv) This document is important and unitholders should read all the information contained in it carefully. If unitholders are in any doubt as to the meaning of any information contained in this document, unitholders should consult either the Manager or their financial adviser. The Manager has taken all reasonable care to ensure that the facts stated herein are true and accurate in all material respects and that there are no material facts, the omission of which would make misleading any statement herein whether of fact or opinion.

(v) Annual and half-yearly reports on each of the Funds are available free of charge on request to the Manager and include a list of the particular Fund's holdings of securities. For information on the accounting dates pertaining to the reports of each of the Funds, please refer to Appendix 1. The annual reports will be published within four months of the accounting year end of the financial period to which they relate and half-yearly reports will be published within two months of the end of the half-year period to which they relate.

(vi) Complaints may be made about the operation of any of the Funds or any aspect of the service received to the Compliance Officer of the Manager at its registered address. If unitholders are not satisfied with the way the Manager handles a complaint, unitholders may follow up their complaint with the Financial Ombudsman Service, Exchange Tower, London E14 9SR (or visit the website at financial-ombudsman.org.uk). Tel: 0800 023 4567 or 0300 123 9 123. Email complaint.info@financial-ombudsman.org.uk. Making a complaint will not prejudice a unitholder's right to take legal action. Written details of the Manager's complaints procedure are available from the Manager upon request.

(vii) The Manager is a participant in the Financial Services Compensation Scheme. Unitholders may be entitled to compensation from the scheme if the Manager cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100 % of the first £85,000, so the maximum compensation is £85,000. Further information about the Financial Services Compensation Scheme is available on request, or by contacting the FSCS at 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU (or visit the website at www.fscs.org.uk). Tel: 0800 678 1100.

(viii) Each Fund qualifies as a Non-UCITS Retail Scheme and will only be marketed to the public in the UK.

(ix) Copies of the Trust Deed (including supplemental Trust Deeds), the key investor information documents and the most recent annual and half yearly reports and the COLL Sourcebook may be inspected at the Manager's registered office during Normal Business Hours. Copies of the Prospectus may be obtained from the Manager at its registered office free of charge and copies of the Trust Deed are available free of charge to unitholders and at a charge of up to £5 per copy for each Trust Deed for non-unitholders.

(x) Prospective unitholders and unitholders are referred to the privacy notice of the Manager, which is provided as an addendum to the application form by which prospective unitholders and unitholders apply to purchase units (the "Privacy Notice"). The Privacy Notice explains, among other things, how the Manager processes personal data about individuals who invest in the Funds or apply to invest in the Funds and personal data about the directors, officers, employees and ultimate beneficial owners of institutional investors. The Privacy Notice may be updated from time to time. The latest version of the Privacy Notice is available at www.blackrock.com. If you would like further information on the collection, use, disclosure, transfer or processing of your personal data or the exercise of any of the rights in relation to personal data as set out in the Privacy Notice,

please address questions and requests to: The Data Protection Officer, BlackRock, 12 Throgmorton Avenue, London, EC2N 2DL.

(xi) By buying units in any of the Funds unitholders agree that they may be sent information about the BlackRock Group's other investment products and services. The Manager will not sell or pass on details about a unitholder to any other third party. If unitholders do not wish to give this consent or if they wish to exercise their right to receive a copy of the information that the Manager holds about them, they should write to the Manager.

(xii) Subscription and redemption money will be held by BlackRock Fund Managers Limited in accordance with the FCA CASS rules on client money. As a result, the money will be held by a regulated credit institution on behalf of BlackRock Fund Managers Limited. BlackRock Fund Managers Limited takes all reasonable care in the selection and appointment of those credit institutions to hold client money and its liability for the acts and omissions of those credit institutions is governed by the relevant agreement with them. In the event that the credit institution becomes insolvent, investors may not receive back all that was deposited.

38. The Securities Financing Transactions Regulation

The Manager and the Scheme are subject to the provisions of the SFTR. The Funds may (subject to the relevant investment policy) use total return swaps ("TRS") and securities financing transactions ("SFTs") to help meet the investment objective of a Fund and/or as part of efficient portfolio management. The types of assets that may be subject to TRS and SFTs include equity securities, fixed income securities, collective investment schemes, money market instruments and cash. For further detail as to the use by the Funds of TRS and SFTs, please refer to Appendix 1.

BlackRock select from an extensive list of full service and execution-only brokers and counterparties. All prospective and existing counterparties require the approval of the Counterparty Risk Group ("**CRG**"), which is part of BlackRock's independent Risk & Quantitative Analysis department ("**RQA**").

In order for a new counterparty to be approved, a requesting portfolio manager or trader is required to submit a request to the CRG. The CRG will review relevant information to assess the credit-worthiness of the proposed counterparty in combination with the type and settlement and delivery mechanism of the proposed security transactions. A list of approved trading counterparties is maintained by the CRG and reviewed on an on-going basis.

Counterparty reviews take into account the fundamental creditworthiness (ownership structure, financial strength, regulatory oversight) and commercial reputation of specific legal entities in conjunction with the nature and structure of proposed trading activities. Counterparties are monitored on an ongoing basis through the receipt of audited and interim financial statements, via alert portfolios with market data service providers, and where applicable, as part of BlackRock's internal research process. Formal renewal assessments are performed on a cyclical basis. Subject to applicable legal and regulatory requirements, the CRG has not set absolute criteria for the legal status, country of origin or credit rating of counterparties used in respect of the Funds, but these characteristics (where available in the case of credit ratings) will form part of its overall assessment, at both its initial review and ongoing monitoring, as to the fundamental creditworthiness and commercial reputation (as appropriate) of counterparties.

BlackRock select brokers based upon: (a) their ability to provide good execution quality (i.e. trading), whether on an agency or a principal basis; (b) their execution capabilities in a particular market segment; and (c) their operational quality and efficiency. We expect them to adhere to regulatory reporting obligations.

Once a counterparty is approved by the CRG, broker selection for an individual trade is then made by the relevant BlackRock dealer at the point of trade, based upon the relative importance of the relevant execution factors. For some trades, it is appropriate to enter into a competitive tender amongst a shortlist of brokers. BlackRock perform pre-trade analysis to forecast transaction cost and to guide the formation of trading strategies including selection of techniques, division between points of liquidity, timing and selection of broker. In addition, BlackRock monitors trade results on a continuous basis.

Broker selection will be based on a number of factors including, but not limited to the following:

- ability to execute and execution quality;
- ability to provide Liquidity/capital;
- price and quote speed;
- operational quality and efficiency; and
- adherence to regulatory reporting obligations.

(I) Acceptable Collateral and valuation

(a) collateral obtained in respect of derivatives (including forward exchange) and efficient portfolio management techniques, such as repo transactions or securities lending arrangements ("Collateral"), must comply with the following criteria:

(i) liquidity: Collateral (other than cash) should be sufficiently liquid in order that it can be sold at a price that is close to its pre-sale valuation;

(ii) valuation: Collateral should be capable of being valued on a daily basis and assets that exhibit high price volatility should not be accepted as Collateral unless suitably conservative haircuts are in place;

(iii) issuer: Collateral (other than cash) may be issued by a range of issuers;

(iv) correlation: Collateral should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty;

(v) diversification: there is no restriction on the level of diversification required with respect to any country, market or issuer; and

(vi) maturity: Collateral received may have a maturity date such as bonds or may not have a maturity date such as cash and equity.

(vii) asset types: The types of collateral than can be held are specified in paragraph 19 of Appendix 3.

(b) The value of Collateral obtained is marked to market on a daily basis. Subject to the framework of agreements in place with the relevant counterparty, which may or may not include minimum transfer amounts, it is the general intention of BlackRock that any Collateral received shall have a value, adjusted in light of the haircut policy, which equals or exceeds the relevant counterparty exposure where appropriate. In addition, BlackRock has implemented a haircut policy in respect of each class of assets received as Collateral. A haircut is a discount applied to the value of a Collateral asset to account for the fact that its valuation, or liquidity profile, may deteriorate over time. The haircut policy takes account of the characteristics of the relevant asset class, including the credit standing of the issuer of the Collateral and the price volatility of the Collateral.

Subject to fees payable to the securities lending agent as set out in section 6, any revenues from repurchase and reverse repurchase agreements and TRS not received directly by the relevant Fund will be returned to the relevant Fund. Any such revenues will be returned, net of any direct and indirect operational costs and fees incurred.

The assets of a Fund that are subject to any SFT or TRS and any collateral received in connection with such transactions (i.e. where there is title transfer) shall be held by the Trustee or any appointed delegate of the Trustee on behalf of the relevant Fund. Where there is no title transfer of collateral, the collateral can be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral.

39. Securities Lending

There are potential conflicts of interests in managing a securities lending program, including but not limited to: (i) BlackRock as lending agent may have an incentive to increase or decrease the amount of securities on loan or to lend particular securities in order to generate additional risk-adjusted revenue for BlackRock and its affiliates; and (ii) BlackRock as lending agent may have an incentive to allocate loans to clients that would provide more revenue to Blackrock. As described further below, BlackRock seeks to mitigate this conflict by providing its securities lending clients with equal lending opportunities over time in order to approximate pro-rata allocation.

As part of its securities lending program, BlackRock indemnifies certain clients and/or funds against a shortfall in collateral in the event of borrower default. BlackRock's Risk and Quantitative Analytics Group ("RQA") calculates, on a regular basis, BlackRock's potential dollar exposure to the risk of collateral shortfall upon counterparty default ("shortfall risk") under the securities lending program for both indemnified and non-indemnified clients. On a periodic basis, RQA also determines the maximum amount of potential indemnified shortfall risk arising from securities lending activities ("indemnification exposure limit") and the maximum amount of counterparty-specific credit exposure ("credit limits") BlackRock is willing to assume as well as the program's operational complexity. RQA oversees the risk model that calculates projected shortfall values using loan-level factors such as loan and collateral type and market value as well as specific borrower counterparty credit characteristics. When necessary, RQA may further adjust other securities lending program attributes by restricting eligible collateral or reducing counterparty credit limits. As a result, the management of the indemnification exposure limit may affect the amount of securities lending activity BlackRock may conduct at any given point in time and impact indemnified and non-indemnified clients by reducing the volume of lending opportunities for certain loans (including by asset type, collateral type and/or revenue profile).

BlackRock uses a predetermined systematic and fair process in order to approximate pro-rata allocation. In order to allocate a loan to a portfolio: (i) BlackRock as a whole must have sufficient lending capacity pursuant to the various program limits (i.e. indemnification exposure limit and counterparty credit limits); (ii) the lending portfolio must hold the asset at the time a loan opportunity arrives; and (iii) the lending portfolio must also have enough inventory, either on its own or when aggregated with other portfolios into one single market delivery, to satisfy the loan request. In doing so, BlackRock seeks to provide equal lending opportunities for all portfolios, independent of whether BlackRock indemnifies the portfolio. Equal opportunities for lending portfolios does not guarantee equal outcomes. Specifically, short and long-term outcomes for individual clients may vary due to asset mix, asset/liability spreads on different securities, and the overall limits imposed by the firm.

40. The Benchmark Regulation

If a Fund tracks a benchmark index, or is managed by reference to a benchmark index, or uses a benchmark index to compute a performance fee (in each case a "Benchmark Index"), the Manager works with the benchmark administrator of that Benchmark Index to confirm that such benchmark administrator is, or intends

to get itself, included in the register maintained by the FCA under the Benchmark Regulation (the "Benchmark Regulation Register").

The list of benchmark administrators that are included in the Benchmark Regulation Register is available on the FCA's website at https://register.fca.org.uk/BenchmarksRegister/s/.

The Manager will monitor the Benchmark Regulation Register and, if there are any changes, this information will be updated in the Prospectus at the next opportunity. The Manager has in place and maintains robust written plans setting out the actions that it would take in the event that a benchmark index is materially changed or ceases to be provided.

Pursuant to these written plans, where the Manager is notified by the benchmark administrator of a material change or cessation of a Benchmark Index, the Manager will assess the impact of a material change to the Benchmark Index on the relevant Fund and, where it determines appropriate or in the event of the cessation of a Benchmark Index, consider substituting another index for the Benchmark Index. Prior unitholder approval will be sought in advance where a change of the Benchmark Index constitutes a change to the investment objective and/or a material change to the investment policy of a Fund. Where the Manager is unable to substitute another index for the Benchmark Index, the directors of the Manager may resolve to seek the winding up of the Fund to the extent reasonable and practicable.

APPENDIX 1

DETAILS OF EACH OF THE FUNDS

This section sets out a description of the Funds' investment objectives, investment policies and applicable benchmarks (see further below).

A benchmark is a standard or point of reference (usually a financial index (e.g. FTSE 100)) against which an attribute of a Fund may be managed, measured or compared. This section is designed to explain why the Investment Manager has chosen particular benchmarks and to enable unitholders to understand how a Fund is managed and to assess Fund performance.

The benchmark types listed fall into three categories, as described by the FCA in COLL 4.2.5R(3):

(a) Target benchmark - where a target for a scheme's performance has been set, or a payment out of scheme property is permitted, by reference to a comparison of one or more aspects of the scheme property or price with fluctuations in the value or price of an index or indices or any other similar factor;

(b) Constraining benchmark - without being a target benchmark, arrangements are in place in relation to the scheme according to which the composition of the portfolio of the scheme is, or is implied to be, constrained by reference to the value, the price or the components of an index or indices or any other similar factor; and

(c) Comparator benchmark - without being a target benchmark or a constraining benchmark, the scheme's performance is compared against the value or price of an index or indices or any other similar factor.

Details of the investment restrictions applicable to a particular Fund are set out in Appendix 3.

BlackRock Consensus 35 Fund

The Fund is a sub-fund of BlackRock Non-UCITS Retail Funds (2), a Non-UCITS Retail Scheme under the COLL Sourcebook. The Fund was established on 13 July 2012 and was authorised by the FCA on 25 May 2012. The Fund's FCA product reference number is 643960.

Investment Objective

The aim of the Fund is to provide a return on your investment (generated through an increase in the value of the assets held by the Fund and/or income received from those assets) by investing in units or shares of collective investment schemes (i.e. other investment funds, which may be Associated Funds).

Although the Fund aims to achieve its investment objective, there is no guarantee that this will be achieved. The Fund's capital is at risk, meaning that the Fund could suffer a decrease in value and the value of your investment would decrease as a result.

Investment Policy

In seeking to achieve its investment objective, the Fund will invest at least 70% of its total assets in units or shares of collective investment schemes.

These collective investment schemes (which may include Associated Funds) may invest globally in the following asset classes: equity securities (i.e. shares), equity-related securities (i.e. other investments whose value is related to equity securities), fixed income securities (i.e. bonds) issued by governments, government agencies, companies and supranationals (e.g. the International Bank for Reconstruction and Development), fixed income-related securities (i.e. other investments whose value is related to debt), money-market instruments (i.e. debt securities with short term maturities), cash, assets that can be turned into cash quickly and alternative asset classes (such as property and commodities).

In seeking to achieve its investment objective and/or for liquidity purposes the Fund may also invest directly in other asset classes. These other asset classes include transferable securities (i.e. equity securities, equity-related securities, fixed income securities and fixed income-related securities), money-market instruments, cash and assets that can be turned into cash quickly. At any one time, the Fund will aim to have no more than 35% of its total assets invested directly or indirectly (i.e. through other investments) in equity securities and equity-related securities. The Fund may only invest in property and commodities indirectly.

Derivatives (i.e. investments the prices of which are based on one or more underlying assets) may be used to seek to reduce risk (relevant to the investment objective) within the Fund, reduce investment costs and generate additional income for the Fund (often referred to as "efficient portfolio management" or "EPM").

Fund benchmark(s)

The Lipper ABI Mixed Investment 0-35% Shares Pension Sector is used by the Investment Manager when constructing the portfolio of the Fund. This has been chosen because the Investment Manager has determined that it is representative of the relevant ABI Pension Sector average asset allocation (see Section 26(c)(i) for further information). The Lipper ABI Mixed Investment 0-35% Shares Pension Sector should be used by unitholders to compare the performance of the Fund.

Type of units	Class A Accumulation Class D Accumulation (Class A Income units are available to launch at the Manager's discretion) (Class D Income units are available to launch at the Manager's discretion) (Class I Accumulation units and Class I Income units are available to launch at the Manager's discretion) (Class X Accumulation units and Class X Income units are available to launch at the Manager's discretion)
Dealings	Normally daily between 8.30 a.m. and 5.30 p.m.
Deal Cut-Off Point	10.00 a.m.
Valuation Point	12.00 noon
Minimum Investment	
Class A units	Initially £500 Thereafter £100

	Savings Plan £50 per month
+Minimum withdrawal	£250
Class D units	Initially £100,000 Thereafter £100
+Minimum withdrawal	£250
Class I units	Initially £5,000,000 Thereafter £50,000
+Minimum withdrawal	£10,000
Class X units	Initially £10,000,000 Thereafter £100
+Minimum withdrawal	£250
***Current Charges**	
Class A units	Preliminary Charge: up to 5% Annual Management Charge: 0.60% Annual Service Charge: £12
Class D units	Preliminary Charge: Nil Annual Management Charge: 0.20% Annual Service Charge: £12
Class I units	Preliminary Charge: up to 5% Annual Management Charge: 0.20% Annual Service Charge: £12
Class X units	Preliminary Charge: Nil Annual Management Charge: Nil Annual Service Charge: £12
Annual Accounting Date	The last day of February
Annual Income Allocation Date	30 April
Half Yearly Accounting Date	31 August
Half Yearly Income Allocation Date	31 October

As at the date of this Prospectus, this Fund is invested in funds established in one of the UK or Luxembourg.

+ Further details are given in section 18 titled "Minimum Investment and Minimum Holdings" in this Prospectus.
* Further details are given in section 29 titled "Charges" in this Prospectus.

Leverage

Types and sources of leverage and circumstances in which leverage may be used

The Fund may incur leverage (whether through borrowing of cash or securities, or embedded in derivative positions) in the circumstances, and subject to the provisions, which are set out in APPENDIX 3.

Leverage as required to be calculated by the AIFMD

Pursuant to its regulatory obligations, the Manager is required to express the level which the Fund's leverage will not exceed. For the purposes of this disclosure, leverage is any method by which the Fund's exposure is increased beyond its holding of securities and cash. A fund's exposure may be increased by using derivatives, by reinvesting cash borrowings, through securities lending or securities borrowing arrangements, or by such other means as may be permitted to be used pursuant to that fund's investment objectives and strategy (such increase referred to herein as the "**Incremental Exposure**"). The AIFMD prescribes two methodologies for calculating overall exposure of a fund: the "gross methodology" and the "commitment methodology". These methodologies are briefly summarised below but are set out in full detail in the AIFMD.

The commitment methodology takes account of the hedging and netting arrangements employed by a fund at any given time (purchased and sold derivative positions will be netted where both relate strictly to the same underlying asset). This calculation of exposure includes all Incremental Exposure as well as the fund's own physical holdings and cash. By contrast,

the gross methodology does not take account of the netting or hedging arrangements employed by a fund. This calculation of exposure under the gross methodology includes all Incremental Exposure as well as the fund's own physical holdings, excluding cash.

The AIFMD requires that each leverage ratio be expressed as the ratio between a fund's total exposure (including securities and cash) and its net asset value (see section 0 for a generic example of leverage ratio breakdown). Using the methodologies prescribed under the AIFMD, the Fund is generally expected to be leveraged at the ratio of 1.4:1 using the commitment methodology and 1.4:1 using the gross methodology. The Fund may, however, have higher levels of leverage, including in atypical and volatile market conditions. In such circumstances, leverage will not exceed the ratio of 2.1:1 using the commitment methodology and 4.1:1 using the gross methodology.

BlackRock Consensus 60 Fund

The Fund is a sub-fund of BlackRock Non-UCITS Retail Funds (2), a Non-UCITS Retail Scheme under the COLL Sourcebook. The Fund was established on 13 July 2012 and was authorised by the FCA on 25 May 2012. The Fund's FCA product reference number is 643961.

Investment Objective

The aim of the Fund is to provide a return on your investment (generated through an increase in the value of the assets held by the Fund and/or income received from those assets) by investing in units or shares of collective investment schemes (i.e. other investment funds, which may be Associated Funds).

Although the Fund aims to achieve its investment objective, there is no guarantee that this will be achieved. The Fund's capital is at risk, meaning that the Fund could suffer a decrease in value and the value of your investment would decrease as a result.

Investment Policy

In seeking to achieve its investment objective, the Fund will invest at least 70% of its total assets in units or shares of collective investment schemes.

These collective investment schemes (which may include Associated Funds) may invest globally in the following asset classes: equity securities (i.e. shares), equity-related securities (i.e. other investments whose value is related to equity securities), fixed income securities (i.e. bonds) issued by governments, government agencies, companies and supranationals (e.g. the International Bank for Reconstruction and Development), fixed income-related securities (i.e. other investments whose value is related to debt), money-market instruments (i.e. debt securities with short term maturities), cash, assets that can be turned into cash quickly and alternative asset classes (such as property and commodities).

In seeking to achieve its investment objective and/or for liquidity purposes the Fund may also invest directly in other asset classes. These other asset classes include transferable securities (i.e. equity securities, equity-related securities, fixed income securities and fixed income-related securities), money-market instruments, cash and assets that can be turned into cash quickly. At any one time, the Fund will aim to have no less than 20% and no more than 60% of its total assets invested directly or indirectly (i.e. through other investments) in equity securities and equity-related securities. The Fund may only invest in property and commodities indirectly.

Derivatives (i.e. investments the prices of which are based on one or more underlying assets) may be used to seek to reduce risk (relevant to the investment objective) within the Fund, reduce investment costs and generate additional income for the Fund (often referred to as "efficient portfolio management" or "EPM").

Fund benchmark(s)

The Lipper ABI Mixed Investment 20-60% Shares Pension Sector is used by the Investment Manager when constructing the portfolio of the Fund. This has been chosen because the Investment Manager has determined that it is representative of the relevant ABI Pension Sector average asset allocation (see Section 26(c)(i) for further information). The Lipper ABI Mixed Investment 20-60% Shares Pension Sector should be used by unitholders to compare the performance of the Fund.

Type of units	Class A Accumulation Class D Accumulation (Class A Income units are available to launch at the Manager's discretion) (Class D Income units are available to launch at the Manager's discretion) (Class I Accumulation units and Class I Income units are available to launch at the Manager's discretion) (Class X Accumulation units and Class X Income units are available to launch at the Manager's discretion)
Dealings	Normally daily between 8.30 a.m. and 5.30 p.m.
Deal Cut-Off Point	10.00 a.m.
Valuation Point	12.00 noon
Minimum Investment	
Class A units	Initially £500 Thereafter £100 Savings Plan £50 per month

+Minimum withdrawal	£250
Class D units	Initially £100,000 Thereafter £100
+Minimum withdrawal	£250
Class I units	Initially £5,000,000 Thereafter £50,000
+Minimum withdrawal	£10,000
Class X units	Initially £10,000,000 Thereafter £100
+Minimum withdrawal	£250
***Current Charges**	
Class A units	Preliminary Charge: up to 5% Annual Management Charge: 0.60% Annual Service Charge: £12
Class D units	Preliminary Charge: Nil Annual Management Charge: 0.20% Annual Service Charge: £12
Class I units	Preliminary Charge: up to 5% Annual Management Charge 0.20% Annual Service Charge: £12
Class X units	Preliminary Charge: Nil Annual Management Charge: Nil Annual Service Charge: £12
Annual Accounting Date	The last day of February
Annual Income Allocation Date	30 April
Half Yearly Accounting Date	31 August
Half Yearly Income Allocation Date	31 October

As at the date of this Prospectus, this Fund is invested in funds established in one of the UK, Ireland or Luxembourg.

\+ Further details are given in section 18 titled "Minimum Investment and Minimum Holdings" in this Prospectus.
* Further details are given in section 29 titled "Charges" in this Prospectus.

Leverage

Types and sources of leverage and circumstances in which leverage may be used

The Fund may incur leverage (whether through borrowing of cash or securities, or embedded in derivative positions) in the circumstances, and subject to the provisions, which are set out in APPENDIX 3.

Leverage as required to be calculated by the AIFMD

Pursuant to its regulatory obligations, the Manager is required to express the level which the Fund's leverage will not exceed. For the purposes of this disclosure, leverage is any method by which the Fund's exposure is increased beyond its holding of securities and cash. A fund's exposure may be increased by using derivatives, by reinvesting cash borrowings, through securities lending or securities borrowing arrangements, or by such other means as may be permitted to be used pursuant to that fund's investment objectives and strategy (such increase referred to herein as the "**Incremental Exposure**"). The AIFMD prescribes two methodologies for calculating overall exposure of a fund: the "gross methodology" and the "commitment methodology". These methodologies are briefly summarised below but are set out in full detail in the AIFMD.

The commitment methodology takes account of the hedging and netting arrangements employed by a fund at any given time (purchased and sold derivative positions will be netted where both relate strictly to the same underlying asset). This calculation of exposure includes all Incremental Exposure as well as the fund's own physical holdings and cash. By contrast, the gross methodology does not take account of the netting or hedging arrangements employed by a fund. This calculation

of exposure under the gross methodology includes all Incremental Exposure as well as the fund's own physical holdings, excluding cash.

The AIFMD requires that each leverage ratio be expressed as the ratio between a fund's total exposure (including securities and cash) and its net asset value (see section 24 for a generic example of leverage ratio breakdown). Using the methodologies prescribed under the AIFMD, the Fund is generally expected to be leveraged at the ratio of 1.3:1 using the commitment methodology and 1.3:1 using the gross methodology. The Fund may, however, have higher levels of leverage, including in atypical and volatile market conditions. In such circumstances, leverage will not exceed the ratio of 1.9:1 using the commitment methodology and 3.5:1 using the gross methodology.

BlackRock Consensus 70 Fund

The Fund is a sub-fund of BlackRock Non-UCITS Retail Funds (2), a Non-UCITS Retail Scheme under the COLL Sourcebook. The Fund was established on 13 July 2012 and was authorised by the FCA on 25 May 2012. The Fund's FCA product reference number is 643962.

Investment Objective

The aim of the Fund is to provide a return on your investment (generated through an increase in the value of the assets held by the Fund and/or income received from those assets) by investing in units or shares of collective investment schemes (i.e. other investment funds, which may be Associated Funds).

Although the Fund aims to achieve its investment objective, there is no guarantee that this will be achieved. The Fund's capital is at risk, meaning that the Fund could suffer a decrease in value and the value of your investment would decrease as a result.

Investment Policy

In seeking to achieve its investment objective, the Fund will invest at least 70% of its total assets in units or shares of collective investment schemes.

These collective investment schemes (which may include Associated Funds) may invest globally in the following asset classes: equity securities (i.e. shares), equity-related securities (i.e. other investments whose value is related to equity securities), fixed income securities (i.e. bonds) issued by governments, government agencies, companies and supranationals (e.g. the International Bank for Reconstruction and Development), fixed income-related securities (i.e. other investments whose value is related to debt), money-market instruments (i.e. debt securities with short term maturities), cash, assets that can be turned into cash quickly and alternative asset classes (such as property and commodities).

In seeking to achieve its investment objective and/or for liquidity purposes the Fund may also invest directly in other asset classes. These other asset classes include transferable securities (i.e. equity securities, equity-related securities, fixed income securities and fixed income-related securities), money-market instruments, cash and assets that can be turned into cash quickly. At any one time, the Fund will aim to have no less than 30% and no more than 70% of its total assets invested directly or indirectly (i.e. through other investments) in equity securities and equity-related securities. The Fund may only invest in property and commodities indirectly.

Derivatives (i.e. investments the prices of which are based on one or more underlying assets) may be used to seek to reduce risk (relevant to the investment objective) within the Fund, reduce investment costs and generate additional income for the Fund (often referred to as "efficient portfolio management" or "EPM").

Fund benchmark(s)

A composite benchmark (i.e. a benchmark comprised of two or more benchmarks) comprising the Lipper ABI Mixed Investment 20-60% Shares Pension Sector (60%) and the Lipper ABI Mixed Investment 40-85% Shares Pension Sector (40%) (the "**Composite Benchmark**") is used by the Investment Manager when constructing the portfolio of the Fund. The Composite Benchmark has been chosen because the Investment Manager has determined that it is representative of the relevant ABI Pension Sector average asset allocation (see Section 26(c)(i) for further information). The Composite Benchmark should be used by unitholders to compare the performance of the Fund.

Type of units	Class A Accumulation Class D Accumulation (Class A Income units are available to launch at the Manager's discretion) (Class D Income units are available to launch at the Manager's discretion) (Class I Accumulation units and Class I Income units are available to launch at the Manager's discretion) (Class X Accumulation units and Class X Income units are available to launch at the Manager's discretion)
Dealings	Normally daily between 8.30 a.m. and 5.30 p.m.
Deal Cut-Off Point	10.00 a.m.
Valuation Point	12.00 noon
Minimum Investment	
Class A units	Initially £500

	Thereafter £100 Savings Plan £50 per month
+Minimum withdrawal	£250
Class D units	Initially £100,000 Thereafter £100
+Minimum withdrawal	£250
Class I units	Initially £5,000,000 Thereafter £50,000
+Minimum withdrawal	£10,000
Class X units	Initially £10,000,000 Thereafter £100
+Minimum withdrawal	£250
***Current Charges**	
Class A units	Preliminary Charge: up to 5% Annual Management Charge: 0.60% Annual Service Charge: £12
Class D units	Preliminary Charge: Nil Annual Management Charge: 0.20% Annual Service Charge: £12
Class I units	Preliminary Charge: up to 5% Annual Management Charge.20% Annual Service Charge: £12
Class X units	Preliminary Charge: Nil Annual Management Charge: Nil Annual Service Charge: £12
Annual Accounting Date	The last day of February
Annual Income Allocation Date	30 April
Half Yearly Accounting Date	31 August
Half Yearly Income Allocation Date	31 October

As at the date of this Prospectus, this Fund is invested in funds established in one of the UK, Luxembourg or the United States of America.

\+ Further details are given in section 18 titled "Minimum Investment and Minimum Holdings" in this Prospectus.
* Further details are given in section 29 titled "Charges" in this Prospectus.

Leverage

Types and sources of leverage and circumstances in which leverage may be used

The Fund may incur leverage (whether through borrowing of cash or securities, or embedded in derivative positions) in the circumstances, and subject to the provisions, which are set out in APPENDIX 3.

Leverage as required to be calculated by the AIFMD

Pursuant to its regulatory obligations, the Manager is required to express the level which the Fund's leverage will not exceed. For the purposes of this disclosure, leverage is any method by which the Fund's exposure is increased beyond its holding of securities and cash. A fund's exposure may be increased by using derivatives, by reinvesting cash borrowings, through securities lending or securities borrowing arrangements, or by such other means as may be permitted to be used pursuant to that fund's investment objectives and strategy (such increase referred to herein as the "**Incremental Exposure**"). The AIFMD prescribes two methodologies for calculating overall exposure of a fund: the "gross methodology" and the "commitment methodology". These methodologies are briefly summarised below but are set out in full detail in the AIFMD.

The commitment methodology takes account of the hedging and netting arrangements employed by a fund at any given time (purchased and sold derivative positions will be netted where both relate strictly to the same underlying asset). This calculation of exposure includes all Incremental Exposure as well as the fund's own physical holdings and cash. By contrast, the gross methodology does not take account of the netting or hedging arrangements employed by a fund. This calculation of exposure under the gross methodology includes all Incremental Exposure as well as the fund's own physical holdings, excluding cash.

The AIFMD requires that each leverage ratio be expressed as the ratio between a fund's total exposure (including securities and cash) and its net asset value (see section 0 for a generic example of leverage ratio breakdown). Using the methodologies prescribed under the AIFMD, the Fund is generally expected to be leveraged at the ratio of 1.2:1 using the commitment methodology and 1.2:1 using the gross methodology. The Fund may, however, have higher levels of leverage, including in atypical and volatile market conditions. In such circumstances, leverage will not exceed the ratio of 1.8:1 using the commitment methodology and 3.3:1 using the gross methodology.

BlackRock Consensus 85 Fund

The Fund was formerly established as a sub-fund of BlackRock Qualified Investor Schemes, a qualified investor scheme under the COLL Sourcebook. The Fund was established on 21 June 2005 and was authorised by the FCA on 21 June 2005. The Fund was previously known as BlackRock Consensus Fund. It adopted its present name with effect from 13 July 2012. The Fund became a sub-fund of the BlackRock Non-UCITS Retail Funds (2) on 13 July 2012. It is a Non-UCITS Retail Scheme under the COLL Sourcebook. The Fund's FCA product reference number is 643957.

Investment Objective

The aim of the Fund is to provide a return on your investment (generated through an increase in the value of the assets held by the Fund and/or income received from those assets) by investing in units or shares of collective investment schemes (i.e. other investment funds, which may be Associated Funds).

Although the Fund aims to achieve its investment objective, there is no guarantee that this will be achieved. The Fund's capital is at risk, meaning that the Fund could suffer a decrease in value and the value of your investment would decrease as a result.

Investment Policy

In seeking to achieve its investment objective, the Fund will invest at least 70% of its total assets in units or shares of collective investment schemes.

These collective investment schemes (which may include Associated Funds) may invest globally in the following asset classes: equity securities (i.e. shares), equity-related securities (i.e. other investments whose value is related to equity securities), fixed income securities (i.e. bonds) issued by governments, government agencies, companies and supranationals (e.g. the International Bank for Reconstruction and Development), fixed income-related securities (i.e. other investments whose value is related to debt), money-market instruments (i.e. debt securities with short term maturities), cash, assets that can be turned into cash quickly and alternative asset classes (such as property and commodities).

In seeking to achieve its investment objective and/or for liquidity purposes the Fund may also invest directly in other asset classes. These other asset classes include transferable securities (i.e. equity securities, equity-related securities, fixed income securities and fixed income-related securities), money-market instruments, cash and assets that can be turned into cash quickly. At any one time, the Fund will aim to have no less than 40% and no more than 85% of its total assets invested directly or indirectly (i.e. through other investments) in equity securities and equity-related securities. The Fund may only invest in property and commodities indirectly.

Derivatives (i.e. investments the prices of which are based on one or more underlying assets) may be used to seek to reduce risk (relevant to the investment objective) within the Fund, reduce investment costs and generate additional income for the Fund (often referred to as "efficient portfolio management" or "EPM").

Fund benchmark(s)

The Lipper ABI Mixed Investment 40%-85% Shares Pension Sector is used by the Investment Manager when constructing the portfolio of the Fund. This has been chosen because the Investment Manager has determined that it is representative of the relevant ABI Pension Sector average asset allocation (see Section 26(c)(i) for further information). The Lipper ABI Mixed Investment 40%-85% Shares Pension Sector should be used by unitholders to compare the performance of the Fund.

Type of units	Class A Accumulation Class D Accumulation Class I Accumulation Class XM Accumulation (Class A Income units are available to launch at the Manager's discretion) (Class D Income units are available to launch at the Manager's discretion) (Class I Income units are available to launch at the Manager's discretion) (Class X Accumulation units and Class X Income units are available to launch at the Manager's discretion) (Class XM Income units are available to launch at the Manager's discretion)
Dealings	Normally daily between 8.30 a.m. and 5.30 p.m.
Deal Cut-Off Point	10.00 a.m.
Valuation Point	12.00 noon

Minimum Investment	
Class A units	Initially £500 Thereafter £100 Savings Plan £50 per month
+Minimum withdrawal	£250
Class D units	Initially £100,000 Thereafter £100
+Minimum withdrawal	£250
Class I units	Initially £5,000,000 Thereafter £50,000
+Minimum withdrawal	£10,000
Class X units	Initially £10,000,000 Thereafter £100
+Minimum withdrawal	£250
Class XM units	Initially £500,000,000 Thereafter £100
+Minimum withdrawal	£250
***Current Charges**	
Class A units	Preliminary Charge: up to 5% Annual Management Charge: 0.60% Annual Service Charge: £12
Class D units	Preliminary Charge: Nil Annual Management Charge: 0.20% Annual Service Charge: £12
Class I units	Preliminary Charge: up to 5% Annual Management Charge: 0.20% Annual Service Charge: £12
Class X units	Preliminary Charge: Nil Annual Management Charge: Nil Annual Service Charge: £12
Class XM units	Preliminary Charge: Nil Annual Management Charge: Nil Annual Service Charge: £12
Annual Accounting Date	The last day of February
Annual Income Allocation Date	30 April
Half Yearly Accounting Date	31 August
Half Yearly Income Allocation Date	31 October

As at the date of this Prospectus, this Fund is invested in funds established in one of the UK or Luxembourg.

\+ Further details are given in section 18 titled "Minimum Investment and Minimum Holdings" in this Prospectus.
* Further details are given in section 29 titled "Charges" in this Prospectus.

Leverage

Types and sources of leverage and circumstances in which leverage may be used

The Fund may incur leverage (whether through borrowing of cash or securities, or embedded in derivative positions) in the circumstances, and subject to the provisions, which are set out in APPENDIX 3.

Leverage as required to be calculated by the AIFMD

Pursuant to its regulatory obligations, the Manager is required to express the level which the Fund's leverage will not exceed. For the purposes of this disclosure, leverage is any method by which the Fund's exposure is increased beyond its holding of securities and cash. A fund's exposure may be increased by using derivatives, by reinvesting cash borrowings, through securities lending or securities borrowing arrangements, or by such other means as may be permitted to be used pursuant to that fund's investment objectives and strategy (such increase referred to herein as the "**Incremental Exposure**"). The AIFMD prescribes two methodologies for calculating overall exposure of a fund: the "gross methodology" and the "commitment methodology". These methodologies are briefly summarised below but are set out in full detail in the AIFMD.

The commitment methodology takes account of the hedging and netting arrangements employed by a fund at any given time (purchased and sold derivative positions will be netted where both relate strictly to the same underlying asset). This calculation of exposure includes all Incremental Exposure as well as the fund's own physical holdings and cash. By contrast, the gross methodology does not take account of the netting or hedging arrangements employed by a fund. This calculation of exposure under the gross methodology includes all Incremental Exposure as well as the fund's own physical holdings, excluding cash.

The AIFMD requires that each leverage ratio be expressed as the ratio between a fund's total exposure (including securities and cash) and its net asset value (see section 0 for a generic example of leverage ratio breakdown). Using the methodologies prescribed under the AIFMD, the Fund is generally expected to be leveraged at the ratio of 1.2:1 using the commitment methodology and 1.2:1 using the gross methodology. The Fund may, however, have higher levels of leverage, including in atypical and volatile market conditions. In such circumstances, leverage will not exceed the ratio of 1.7:1 using the commitment methodology and 2.9:1 using the gross methodology.

BlackRock Consensus 100 Fund

The Fund is a sub-fund of BlackRock Non-UCITS Retail Funds (2), a Non-UCITS Retail Scheme under the COLL Sourcebook. The Fund was established on 13 July 2012 and was authorised by the FCA on 25 May 2012. The Fund's FCA product reference number is 643963.

Investment Objective

The aim of the Fund is to provide a return on your investment (generated through an increase in the value of the assets held by the Fund and/or income received from those assets) by investing in units or shares of collective investment schemes (i.e. other investment funds, which may be Associated Funds).

Although the Fund aims to achieve its investment objective, there is no guarantee that this will be achieved. The Fund's capital is at risk, meaning that the Fund could suffer a decrease in value and the value of your investment would decrease as a result.

Investment Policy

In order to achieve the investment objective, the Fund will invest at least 70% of its total assets in units or shares of collective investment schemes.

These collective investment schemes (which may include Associated Funds) will invest globally in equity securities (i.e. shares) and equity-related securities (i.e. other investments whose value is related to equity securities). The remainder will be collective investment schemes which invest in the following asset classes: fixed income securities (i.e. bonds) issued by governments, government agencies, companies and supranationals (e.g. the International Bank for Reconstruction and Development), fixed income-related securities (i.e. other investments whose value is related to debt), money-market instruments (i.e. debt securities with short term maturities), cash, assets that can be turned into cash quickly and alternative asset classes (such as property and commodities).

In seeking to achieve its investment objective and/or for liquidity purposes the Fund may also invest directly in other asset classes. These other asset classes include transferable securities (i.e. equity securities, equity-related securities, fixed income securities and fixed income-related securities), money-market instruments, cash and assets that can be turned into cash quickly. At any one time, the Fund may invest 100% of its total assets directly or indirectly (i.e. through other investments) in equity securities and equity-related securities. The Fund may only invest in property and commodities indirectly.

Derivatives (i.e. investments the prices of which are based on one or more underlying assets) may be used to seek to reduce risk (relevant to the investment objective) within the Fund, reduce investment costs and generate additional income for the Fund (often referred to as "efficient portfolio management" or "EPM").

Fund benchmark(s)

The Lipper ABI Global Equity Pensions Sector is used by the Investment Manager when constructing the portfolio of the Fund. This has been chosen because the Investment Manager has determined that it is representative of the relevant ABI Pension Sector average asset allocation (see Section 26(c)(i) for further information). The Lipper ABI Global Equity Pensions Sector should be used by unitholders to compare the performance of the Fund.

Type of units	Class A Accumulation Class D Accumulation Class I Accumulation (Class A Income units are available to launch at the Manager's discretion) (Class D Income units are available to launch at the Manager's discretion) (Class I Income units are available to launch at the Manager's discretion) (Class X Accumulation units and Class X Income units are available to launch at the Manager's discretion)
Dealings	Normally daily between 8.30 a.m. and 5.30 p.m.
Deal Cut-Off Point	10.00 a.m.
Valuation Point	12.00 noon
Minimum Investment	
Class A Units	Initially £500 Thereafter £100

	Savings Plan £50 per month
+Minimum withdrawal	£250
Class D units	Initially £100,000 Thereafter £100
+Minimum withdrawal	£250
Class I units	Initially £5,000,000 Thereafter £50,000
+Minimum withdrawal	£10,000
Class X units	Initially £10,000,000 Thereafter £100
+Minimum withdrawal	£250
***Current Charges**	
Class A units	Preliminary Charge: up to 5% Annual Management Charge: 0.60% Annual Service Charge: £12
Class D units	Preliminary Charge: Nil Annual Management Charge: 0.20% Annual Service Charge: £12
Class I units	Preliminary Charge: up to 5% Annual Management Charge: 0.20% Annual Service Charge: £12
Class X units	Preliminary Charge: Nil Annual Management Charge: Nil Annual Service Charge: £12
Annual Accounting Date	The last day of February
Annual Income Allocation Date	30 April
Half Yearly Accounting Date	31 August
Half Yearly Income Allocation Date	31 October

As at the date of this Prospectus, this Fund is invested in funds established in the UK.

\+ Further details are given in section 18 titled "Minimum Investment and Minimum Holdings" in this Prospectus.
* Further details are given in section 29 titled "Charges" in this Prospectus.

Leverage

Types and sources of leverage and circumstances in which leverage may be used

The Fund may incur leverage (whether through borrowing of cash or securities, or embedded in derivative positions) in the circumstances, and subject to the provisions, which are set out in APPENDIX 3.

Leverage as required to be calculated by the AIFMD

Pursuant to its regulatory obligations, the Manager is required to express the level which the Fund's leverage will not exceed. For the purposes of this disclosure, leverage is any method by which the Fund's exposure is increased beyond its holding of securities and cash. A fund's exposure may be increased by using derivatives, by reinvesting cash borrowings, through securities lending or securities borrowing arrangements, or by such other means as may be permitted to be used pursuant to that fund's investment objectives and strategy (such increase referred to herein as the "**Incremental Exposure**"). The AIFMD prescribes two methodologies for calculating overall exposure of a fund: the "gross methodology" and the "commitment methodology". These methodologies are briefly summarised below but are set out in full detail in the AIFMD.

The commitment methodology takes account of the hedging and netting arrangements employed by a fund at any given time (purchased and sold derivative positions will be netted where both relate strictly to the same underlying asset). This calculation of exposure includes all Incremental Exposure as well as the fund's own physical holdings and cash. By contrast, the gross methodology does not take account of the netting or hedging arrangements employed by a fund. This calculation

of exposure under the gross methodology includes all Incremental Exposure as well as the fund's own physical holdings, excluding cash.

The AIFMD requires that each leverage ratio be expressed as the ratio between a fund's total exposure (including securities and cash) and its net asset value (see section 0 for a generic example of leverage ratio breakdown). Using the methodologies prescribed under the AIFMD, the Fund is generally expected to be leveraged at the ratio of 1:1 using the commitment methodology and 1:1 using the gross methodology. The Fund may, however, have higher levels of leverage, including in atypical and volatile market conditions. In such circumstances, leverage will not exceed the ratio of 1.1:1 using the commitment methodology and 1.1:1 using the gross methodology.

BlackRock Global Equity Fund

The Fund was formerly established as a sub-fund of BlackRock Qualified Investors Schemes, a qualified investor scheme under the COLL Sourcebook. The Fund was established on 21 June 2005 and was authorised by the FCA on 21 June 2005. The Fund was previously known as Merrill Lynch Global Equity Fund. It adopted its present name with effect from 28 April 2008. The Fund became a sub-fund of the BlackRock Non-UCITS Retail Funds (2) on 13 July 2012. It is a Non-UCITS Retail Scheme under the COLL Sourcebook. The Fund's FCA product reference number is 643958.

Investment Objective

The aim of the Fund is to provide a return on your investment (generated through an increase in the value of the assets held by the Fund and/or income received from those assets) by investing in units or shares of collective investment schemes (i.e. other investment funds, which may be Associated Funds).

Although the Fund aims to achieve its investment objective, there is no guarantee that this will be achieved. The Fund's capital is at risk, meaning that the Fund could suffer a decrease in value and the value of your investment would decrease as a result.

Investment Policy

In seeking to achieve its investment objective, the Fund will invest at least 70% of its total assets in units or shares of collective investment schemes.

These collective investment schemes will track indices of equities (i.e. shares) which provide exposure to companies listed on the London Stock Exchange and a range of large and medium-sized companies globally (excluding the UK), across a range of sectors.

In seeking to achieve its investment objective and/or for liquidity purposes, the Fund may also invest in other asset classes. These other asset classes include fixed income securities (i.e. bonds) issued by governments, government agencies, companies and supranationals (e.g. the International Bank for Reconstruction and Development) globally and fixed income-related securities (i.e. other investments whose value is related to debt), cash and assets that can be turned into cash quickly.

Derivatives (i.e. investments the prices of which are based on one or more underlying assets) may be used to seek to reduce risk (relevant to the investment objective) within the Fund, reduce investment costs and generate additional income for the Fund (often referred to as "efficient portfolio management" or "EPM").

Fund benchmark(s)

Target benchmark: A composite benchmark (i.e. a benchmark comprised of two or more benchmarks) comprising the FTSE All Share Index (50%) and the FTSE World ex-UK Index (50%) is used by the Investment Manager to assess the performance of the Fund. This composite benchmark has been chosen because the Investment Manager has determined that it is representative of the investment universe of the Fund and should be used by unitholders to compare the performance of the Fund.

Type of units	Class D Accumulation Class I Accumulation (Class A Accumulation and Class A Income units are available to launch at the Manager's discretion) (Class D Income units are available to launch at the Manager's discretion) (Class I Income units are available to launch at the Manager's discretion) (Class X Accumulation units and Class X Income units are available to launch at the Manager's discretion)
Dealings	Normally daily between 8.30 a.m. and 5.30 p.m.
Deal Cut-Off Point	10.00 a.m.
Valuation Point	12.00 noon
Minimum Investment	
Class A units	Initially £500 Thereafter £100 Savings Plan £50 per month
+Minimum withdrawal	£250

Class D units	Initially £100,000 Thereafter £100
+Minimum withdrawal	£250
Class I units	Initially £5,000,000 Thereafter £50,000
+Minimum withdrawal	£10,000
Class X units	Initially £10,000,000 Thereafter £100
+Minimum withdrawal	£250
***Current Charges**	
Class A units	Preliminary Charge: up to 5% Annual Management Charge: 0.60% Annual Service Charge: £12
Class D units	Preliminary Charge: Nil Annual Management Charge: 0.20% Annual Service Charge: £12
Class I units	Preliminary Charge: up to 5% Annual Management Charge: 0.20% Annual Service Charge: £12
Class X units	Preliminary Charge: Nil Annual Management Charge: Nil Annual Service Charge: £12
Annual Accounting Date	The last day of February
Annual Income Allocation Date	30 April
Half Yearly Accounting Date	31 August
Half Yearly Income Allocation Date	31 October

As at the date of this Prospectus, this Fund is invested in funds established in the UK.

\+ Further details are given in section 18 titled "Minimum Investment and Minimum Holdings" in this Prospectus.
* Further details are given in section 29 titled "Charges" in this Prospectus.

Leverage

Types and sources of leverage and circumstances in which leverage may be used

The Fund may incur leverage (whether through borrowing of cash or securities, or embedded in derivative positions) in the circumstances, and subject to the provisions, which are set out in APPENDIX 3.

Leverage as required to be calculated by the AIFMD

Pursuant to its regulatory obligations, the Manager is required to express the level which the Fund's leverage will not exceed. For the purposes of this disclosure, leverage is any method by which the Fund's exposure is increased beyond its holding of securities and cash. A fund's exposure may be increased by using derivatives, by reinvesting cash borrowings, through securities lending or securities borrowing arrangements, or by such other means as may be permitted to be used pursuant to that fund's investment objectives and strategy (such increase referred to herein as the "**Incremental Exposure**"). The AIFMD prescribes two methodologies for calculating overall exposure of a fund: the "gross methodology" and the "commitment methodology". These methodologies are briefly summarised below but are set out in full detail in the AIFMD.

The commitment methodology takes account of the hedging and netting arrangements employed by a fund at any given time (purchased and sold derivative positions will be netted where both relate strictly to the same underlying asset). This calculation of exposure includes all Incremental Exposure as well as the fund's own physical holdings and cash. By contrast, the gross methodology does not take account of the netting or hedging arrangements employed by a fund. This calculation of exposure under the gross methodology includes all Incremental Exposure as well as the fund's own physical holdings, excluding cash.

The AIFMD requires that each leverage ratio be expressed as the ratio between a fund's total exposure (including securities and cash) and its net asset value (see section 0 for a generic example of leverage ratio breakdown). Using the methodologies prescribed under the AIFMD, the Fund is generally expected to be leveraged at the ratio of 1:1 using the commitment methodology and 1:1 using the gross methodology. The Fund may, however, have higher levels of leverage, including in atypical and volatile market conditions. In such circumstances, leverage will not exceed the ratio of 1.1:1 using the commitment methodology and 1.1:1 using the gross methodology.

BlackRock Institutional UK Focus Fund

This Fund is no longer available and is in the process of being terminated

The Fund is a sub-fund of BlackRock Non-UCITS Retail Funds (2), a Non-UCITS Retail Scheme under the COLL Sourcebook. The Fund was launched on 30 November 2016 and was authorised by the FCA on 15 August 2016. The Fund's FCA product reference number is 766124.

Investment Objective

The aim of the Fund is to provide a return on your investment (generated through an increase in the value of the assets held by the Fund and/or income received from those assets) over the long term (5 or more consecutive years beginning at the point of investment).

Although the Fund aims to achieve its investment objective, there is no guarantee that this will be achieved. The Fund's capital is at risk, meaning that the Fund could suffer a decrease in value and the value of your investment would decrease as a result.

Investment Policy

In seeking to achieve its investment objective, the Fund will invest in a concentrated portfolio (i.e. a portfolio which has exposure to a limited number of different investments, countries and/or sectors) of UK equities (i.e. shares in UK companies) and equity-related securities (i.e. other investments whose value is related to equities) whose value is related to UK equities.

In seeking to achieve its investment objective and/or for liquidity purposes the Fund may also invest in other asset classes. These other asset classes include fixed income securities (i.e. bonds) and fixed-income related securities (i.e. other investments whose value is related to debt), money-market instruments (i.e. debt securities with short term maturities), cash, assets that can be turned into cash quickly and units or shares of collective investment schemes (i.e. other investment funds) (which may be Associated Funds).

Derivatives (i.e. investments the prices of which are based on one or more underlying assets) may be used to seek to reduce risk (relevant to the investment objective) within the Fund, reduce investment costs and generate additional income for the Fund (often referred to as "efficient portfolio management" or "EPM").

Fund benchmark(s)

The FTSE All-Share Index is used by the Investment Manager when constructing the portfolio of the Fund. This benchmark has been chosen because the Investment Manager has determined that it is representative of the investment universe of the Fund and should be used by unitholders to compare the performance of the Fund.

Type of units	Class A Income units Class A Accumulation units (Class X Accumulation units and Class X Income units are available to launch at the Manager's discretion)
Dealings	Normally daily between 8.30 a.m. and 5.30 p.m.
Deal Cut-Off Point	12.00 noon
Valuation Point	12.00 noon
Minimum Investment	
Class A units	Initially £5,000 Thereafter £100
+Minimum withdrawal	£250
Class X units	Initially £10,000,000 thereafter £100
+Minimum withdrawal	£250

*Current Charges	
Class A units	Preliminary Charge: up to 5% Annual Management Charge: Nil (a separate fee arrangement is agreed with the Manager or its Associate(s)). Annual Service Charge: Nil
Class X units	Preliminary Charge: Nil Annual Management Charge: Nil Annual Service Charge: Nil
Annual Accounting Date	The last day of February
Annual Income Allocation Date	30 April
Half Yearly Accounting Date	31 August
Half Yearly Income Allocation Date	N/A

+ Further details are given in section 18 titled "Minimum Investment and Minimum Holdings" in this Prospectus.
* Further details are given in section 29 titled "Charges" in this Prospectus.

(ii) Leverage

Types and sources of leverage and circumstances in which leverage may be used

The Fund may incur leverage (whether through borrowing of cash or securities, or embedded in derivative positions) in the circumstances, and subject to the provisions, which are set out in APPENDIX 3.

Leverage as required to be calculated by the AIFMD

Pursuant to its regulatory obligations, the Manager is required to express the level which the Fund's leverage will not exceed. For the purposes of this disclosure, leverage is any method by which the Fund's exposure is increased beyond its holding of securities and cash. A fund's exposure may be increased by using derivatives, by reinvesting cash borrowings, through securities lending or securities borrowing arrangements, or by such other means as may be permitted to be used pursuant to that fund's investment objectives and strategy (such increase referred to herein as the "**Incremental Exposure**"). The AIFMD prescribes two methodologies for calculating overall exposure of a fund: the "gross methodology" and the "commitment methodology". These methodologies are briefly summarised below but are set out in full detail in the AIFMD.

The commitment methodology takes account of the hedging and netting arrangements employed by a fund at any given time (purchased and sold derivative positions will be netted where both relate strictly to the same underlying asset). This calculation of exposure includes all Incremental Exposure as well as the fund's own physical holdings and cash. By contrast, the gross methodology does not take account of the netting or hedging arrangements employed by a fund. This calculation of exposure under the gross methodology includes all Incremental Exposure as well as the fund's own physical holdings, excluding cash.

The AIFMD requires that each leverage ratio be expressed as the ratio between a fund's total exposure (including securities and cash) and its net asset value (see section 24 for a generic example of leverage ratio breakdown). Using the methodologies prescribed under the AIFMD, the Fund is generally expected to be leveraged at the ratio of 1:1 using the commitment methodology and 1:1 using the gross methodology. The Fund may, however, have higher levels of leverage, including in atypical and volatile market conditions. In such circumstances, leverage will not exceed the ratio of 1.3:1 using the commitment methodology and 2:1 using the gross methodology.

BlackRock Overseas Equity Fund

The Fund was formerly established as a sub-fund of BlackRock Qualified Investors Schemes, a qualified investor scheme under the COLL Sourcebook. The Fund was established on 21 June 2005 and was authorised by the FCA on 21 June 2005. The Fund was previously known as Merrill Lynch Overseas Equity Fund. It adopted its present name with effect from 28 April 2008. The Fund became a sub-fund of the BlackRock Non-UCITS Retail Funds (2) on 13 July 2012. It is a Non-UCITS Retail Scheme under the COLL Sourcebook. The Fund's FCA product reference number is 643959.

Investment Objective

The aim of the Fund is to provide a return on your investment (generated through an increase in the value of the assets held by the Fund and/or income received from those assets) by investing in units or shares of collective investment schemes (i.e. other investment funds).

Although the Fund aims to achieve its investment objective, there is no guarantee that this will be achieved. The Fund's capital is at risk, meaning that the Fund could suffer a decrease in value and the value of your investment would decrease as a result.

Investment Policy

In seeking to achieve its investment objective, the Fund will invest at least 70% of its total assets in units or shares of collective investment schemes, with more than 50% of its total assets invested in collective investment schemes that track indices of equities (i.e. shares) with an emphasis on indices of equity markets outside the UK.

In seeking to achieve its investment objective and/or for liquidity purposes, the Fund may also invest in other asset classes. These other asset classes include fixed income securities (i.e. bonds) issued by governments, government agencies, companies and supranationals (e.g. the International Bank for Reconstruction and Development) globally, fixed income-related securities (i.e. other investments whose value is related to debt), cash and assets that can be turned into cash quickly.

Derivatives (i.e. investments the prices of which are based on one or more underlying assets) may be used to seek to reduce risk (relevant to the investment objective) within the Fund, reduce investment costs and generate additional income for the Fund (often referred to as "efficient portfolio management" or "EPM").

Fund benchmark(s)

Target benchmark: The FTSE World ex-UK Index is used by the Investment Manager to assess the performance of the Fund. This benchmark has been chosen because the Investment Manager has determined that it is representative of the investment universe of the Fund and should be used by unitholders to compare the performance of the Fund.

Type of units	Class I Accumulation (Class A Accumulation and Class A Income units are available to launch at the Manager's discretion) (Class D Accumulation and Class D Income units are available to launch at the Manager's discretion) (Class I Income units are available to launch at the Manager's discretion) (Class X Accumulation units and Class X Income units are available to launch at the Manager's discretion)
Dealings	Normally daily between 8.30 a.m. and 5.30 p.m.
Deal Cut-Off Point	10.00 a.m.
Valuation Point	12.00 noon
Minimum Investment	
Class A units	Initially £500 Thereafter £100 Savings Plan £50 per month
+Minimum withdrawal	£250
Class D units	Initially £100,000 Thereafter £100
+Minimum withdrawal	£250
Class I units	Initially £5,000,000

	thereafter £50,000
+Minimum withdrawal	£10,000
Class X units	Initially £10,000,000 thereafter £100
+Minimum withdrawal	£250
***Current Charges**	
Class A units	Preliminary Charge: up to 5% Annual Management Charge: 0.60% Annual Service Charge: £12
Class D units	Preliminary Charge: Nil Annual Management Charge: 0.20% Annual Service Charge: £12
Class I units	Preliminary Charge: up to 5% Annual Management Charge: 0.20% Annual Service Charge: £12
Class X units	Preliminary Charge: Nil Annual Management Charge: Nil Annual Service Charge: £12
Annual Accounting Date	The last day of February each year
Annual Income Allocation Date	30 April
Half Yearly Accounting Date	31 August
Half Yearly Income Allocation Date	31 October

As at the date of this Prospectus, this Fund is invested in funds established in the UK.

\+ Further details are given in section 18 titled "Minimum Investment and Minimum Holdings" in this Prospectus.
* Further details are given in section 29 titled "Charges" in this Prospectus.

Leverage

Types and sources of leverage and circumstances in which leverage may be used

The Fund may incur leverage (whether through borrowing of cash or securities, or embedded in derivative positions) in the circumstances, and subject to the provisions, which are set out in APPENDIX 3.

Leverage as required to be calculated by the AIFMD

Pursuant to its regulatory obligations, the Manager is required to express the level which the Fund's leverage will not exceed. For the purposes of this disclosure, leverage is any method by which the Fund's exposure is increased beyond its holding of securities and cash. A fund's exposure may be increased by using derivatives, by reinvesting cash borrowings, through securities lending or securities borrowing arrangements, or by such other means as may be permitted to be used pursuant to that fund's investment objectives and strategy (such increase referred to herein as the "**Incremental Exposure**"). The AIFMD prescribes two methodologies for calculating overall exposure of a fund: the "gross methodology" and the "commitment methodology". These methodologies are briefly summarised below but are set out in full detail in the AIFMD.

The commitment methodology takes account of the hedging and netting arrangements employed by a fund at any given time (purchased and sold derivative positions will be netted where both relate strictly to the same underlying asset). This calculation of exposure includes all Incremental Exposure as well as the fund's own physical holdings and cash. By contrast, the gross methodology does not take account of the netting or hedging arrangements employed by a fund. This calculation of exposure under the gross methodology includes all Incremental Exposure as well as the fund's own physical holdings, excluding cash.

The AIFMD requires that each leverage ratio be expressed as the ratio between a fund's total exposure (including securities and cash) and its net asset value (see section 0 for a generic example of leverage ratio breakdown). Using the methodologies prescribed under the AIFMD, the Fund is generally expected to be leveraged at the ratio of 1:1 using the commitment methodology and 1:1 using the gross methodology. The Fund may, however, have higher levels of leverage, including in

atypical and volatile market conditions. In such circumstances, leverage will not exceed the ratio of 1.1:1 using the commitment methodology and 1.1:1 using the gross methodology.

APPENDIX 2

BLACKROCK FUND MANAGERS LIMITED - OTHER AUTHORISED SCHEMES

Name	**Regulatory Status**
BlackRock Absolute Return Bond Fund	UK UCITS Scheme
BlackRock Alternative Strategies I LTAF	Long-term Asset Fund
BlackRock Aquila Emerging Markets Fund*	UK UCITS Scheme
BlackRock Asia Fund	UK UCITS Scheme
BlackRock Asia Special Situations Fund*	UK UCITS Scheme
BlackRock Authorised Contractual Scheme (2)	Non-UCITS Retail Scheme
BlackRock Authorised Contractual Scheme I	UK UCITS Scheme
BlackRock Balanced Growth Portfolio Fund	UK UCITS Scheme
BlackRock Cash Fund	UK UCITS Scheme
BlackRock Charities Funds	Non-UCITS Retail Scheme
BlackRock Collective Investment Funds	UK UCITS Scheme
BlackRock Continental European Fund	UK UCITS Scheme
BlackRock Continental European Income Fund	UK UCITS Scheme
BlackRock Corporate Bond Fund	UK UCITS Scheme
BlackRock Developed Markets Equity Fund (UK)	UK UCITS Scheme
BlackRock Dynamic Allocation Fund	UK UCITS Scheme
BlackRock Dynamic Diversified Growth Fund	UK UCITS Scheme
BlackRock Emerging Markets Absolute Alpha Fund*	UK UCITS Scheme
BlackRock Emerging Markets Fund	UK UCITS Scheme
BlackRock European Absolute Alpha Fund	UK UCITS Scheme
BlackRock European Dynamic Fund	UK UCITS Scheme
BlackRock Fixed Income Global Opportunities Fund*	UK UCITS Scheme
BlackRock Global Income Fund	UK UCITS Scheme
BlackRock Global Multi Asset Income Fund*	UK UCITS Scheme

BlackRock Global Unconstrained Equity Fund (UK)	UK UCITS Scheme
BlackRock Gold And General Fund	UK UCITS Scheme
BlackRock Growth And Recovery Fund	UK UCITS Scheme
BlackRock Institutional Bond Funds	UK UCITS Scheme
BlackRock Institutional Equity Funds	UK UCITS Scheme
BlackRock International Equity Fund*	UK UCITS Scheme
BlackRock Investment Funds	UK UCITS Scheme
BlackRock LBG DC 'A' Fund*	UK UCITS Scheme
BlackRock Market Advantage Fund	UK UCITS Scheme
BlackRock Natural Resources Fund	UK UCITS Scheme
BlackRock Non-UCITS Retail Funds	Non-UCITS Retail Scheme
BlackRock QIS Strategies	Qualified Investor Scheme
BlackRock Systematic Continental European Fund*	UK UCITS Scheme
BlackRock UK Absolute Alpha Fund	UK UCITS Scheme
BlackRock UK Dynamic Fund*	UK UCITS Scheme
BlackRock UK Equity Fund	UK UCITS Scheme
BlackRock UK Focus Fund*	UK UCITS Scheme
BlackRock UK Fund	UK UCITS Scheme
BlackRock UK Income Fund	UK UCITS Scheme
BlackRock UK Smaller Companies Fund	UK UCITS Scheme
BlackRock UK Special Situations Fund	UK UCITS Scheme
BlackRock UK Specialist Fund*	UK UCITS Scheme
BlackRock US Dynamic Fund	UK UCITS Scheme
BlackRock US Mid-Cap Value Fund	UK UCITS Scheme

* These funds are in the process of being terminated.

APPENDIX 3

INVESTMENT RESTRICTIONS APPLICABLE TO THE FUNDS

1. **Investment and Borrowing Powers**

1.1 The property of each Fund will be invested with the aim of achieving the investment objective of each Fund set out in APPENDIX 1 but subject to the limits set out in Chapter 5 of the COLL Sourcebook. The Manager will ensure that, taking into account the investment objectives and policies of the Funds, it aims to provide a prudent spread of risk. In accordance with COLL 5.6, where applicable, the rules relating to the spread of investments will not apply until 12 months after the later of (a) the date when the authorisation order in respect of the relevant Fund takes effect; and (b) the date the initial offer commenced provided that the Manager ensures that, the relevant Fund aims to provide a prudent spread of risk.

1.2 The Manager uses a risk management process, as reviewed by the Trustee, enabling it to monitor and measure as frequently as appropriate the risk of a Fund's portfolio and contribution of the underlying investments to the overall risk profile of the Fund. The details of the risk management process must be notified by the Manager to the FCA in advance and should include the following information:

(a) the types of investments to be used within the relevant Fund together with their underlying risks and any relevant quantitative limits;

(b) the methods for estimating risks in the portfolio to ensure these are adequately captured; and

(c) the risks relating to the Fund's other investments are adequately captured.

The Manager must notify the FCA in advance of any material alteration to the details above.

2. **Eligible Assets**

Subject to the investment objective and policy of each Fund, the property of a Fund, must only, except where otherwise provided in COLL 5, consist of any one or more of:

(a) transferable securities;

(b) money-market instruments;

(c) units or shares in permitted collective investment schemes;

(d) permitted derivatives and forward transactions;

(e) permitted deposits

(f) permitted immovables (it is not intended that the Funds will invest directly in immovable or tangible movable property); and

(g) gold up to a limit of 10 % of the property of the Fund (it is not intended that the Funds will invest in gold).

The following restrictions under the COLL Sourcebook and (where relevant) determined by the Manager currently apply to each of the Funds:

3. **Transferable Securities and Approved Money-Market Instruments**

3.1 The investments of each Fund shall consist of one or more of the following:

(a) Transferable securities and approved money-market instruments admitted to or dealt in a regulated market (as defined by the FCA).

(b) Transferable securities and approved money-market instruments dealt in on markets in the UK or member states of the EEA, that are operating regularly, are recognised and are open to the public.

(c) Transferable securities and approved money-market instruments admitted to official listings on or dealt in on other eligible markets.

(d) Recently issued Transferable Securities provided that the terms of issue include an undertaking that application will be made to be admitted to an eligible market and such admission is secured within a year of issue.

3.2 A Transferable Security is eligible for investment if it meets the following criteria:

(a) The potential loss that a Fund may incur by holding the security is limited to the amount paid for it;

(b) Its liquidity does not compromise the Manager's ability to redeem units;

(c) Reliable and regular valuation is available to the market and the Manager;

(d) Appropriate information about the transferable security is available to the market and the Manager;

(e) The transferable security is a negotiable instrument; and

(f) Its risks are adequately captured by the risk management process of the Manager.

3.3 Approved Money-Market instruments are those normally dealt in on the money market, are liquid and have a value which can be accurately determined at any time, and with the exception of those dealt in on an eligible market, appropriate information is available to the market and the Manager.

3.4 Approved Money-Market instruments other than those listed on or normally dealt on an eligible market are eligible if the issue or issuer of such approved money-market instruments is itself regulated for the purpose of protecting investors and savings, and provided they are issued or guaranteed by a central, regional or local authority of the UK or an EEA State (or, if the EEA State is a federal state, of the members making up the federation), the Bank of England, a central bank of an EEA State, the European Central Bank, the European Union or the European Investment Bank, a non-EEA State or, in the case of a federal state, by one of the members making up the federation, or by a public international body to which the UK or one or more EEA States belong; or issued by a body, any securities of which are dealt in on an eligible market; or issued or guaranteed by an establishment subject to prudential supervision in accordance with criteria defined by UK or EU law or by an establishment which is subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by UK or EU law.

3.5 A Fund may invest no more than 20 % of its scheme property in transferable securities which are not approved securities (aggregated with the value of the scheme property which can be invested in unregulated collective investment schemes) or money-market instruments which are liquid and have a value which can be determined accurately at any time

4. **Eligible Markets**

A market is eligible for the purposes of the rules if it is a regulated market (as defined in the COLL Sourcebook), or a market in the UK or an EEA State which is regulated, operates regularly and is open to the public.

A market not falling within the above definition is eligible if the Manager, after consultation and notification with the Trustee, decides that market is appropriate for the investment of, or dealing in, the property, the market is included in a list in the prospectus, and the Trustee has taken reasonable care to determine that adequate custody arrangements can be provided for the investment dealt in on that market, and all reasonable steps have been taken by the Manager in deciding whether that market is eligible.

A market must not be considered appropriate unless it is regulated, operates regularly, is recognised, is open to the public, is adequately liquid and has adequate arrangements for unimpeded transmission of income and capital to or for the order of investors. Unless information is available to the Manager that would lead to a different determination, a transferable security which is admitted or dealt on an eligible market shall be presumed not to compromise the ability of the Manager to be able to redeem units and to be considered a negotiable instrument. The list of eligible securities and derivatives markets for the Funds is set out in Schedule SCHEDULE 1 and Schedule SCHEDULE 2 to this Prospectus.

5. **Collective Investment Schemes**

5.1 A Fund may invest up to 100 % of its scheme property in units or shares in other collective investment schemes (the "**Second Scheme**") provided the Second Scheme:

(a) Is a UK UCITS or a scheme which satisfies the conditions necessary for it to enjoy the rights conferred by the UCITS Directive as implemented in the EEA; or

(b) is authorised in the UK as a Non-UCITS Retail Scheme; or

(c) is a scheme recognised for the purposes of part XVII of the Financial Services and Markets Act 2000; or

(d) is constituted outside the UK and the investment and borrowing powers of which are the same or more restrictive than those of a Non-UCITS Retail Scheme; or

(e) does not fall within sub-paragraphs (a) to (d) above and in respect of which no more than 20 % of the scheme property (including any transferable securities which are not approved securities) is invested.

5.2 The Second Scheme must be a scheme which operates on the principle of the prudent spread of risk.

5.3 The Second Scheme must be prohibited from having more than 15 % in value of the property of that scheme consisting of units or shares in collective investment schemes.

5.4 The participants in the Second Scheme must be entitled to have their units or shares redeemed in accordance with the scheme at a price related to the net asset value of the property to which the units or shares relate and determined in accordance with the scheme.

5.5 Where the Second Scheme is an umbrella, the provisions in paragraphs 5.1 to 5.4 apply to each sub-fund of the umbrella as if it were a separate scheme.

5.6 Each Fund may invest up to 100% of its scheme property in the units of UK UCITS and/or other collective investment schemes that are managed by the Manager or by an associate (as defined by the FCA) in which case no subscription or redemption fees may be charged to the Funds on their investment in the units of such UK UCITS and/or other collective investment scheme in accordance with the rules in the COLL Sourcebook. In addition, the Manager shall normally invest in the units of UK UCITS and/or other collective investment schemes that are managed by the Manager or by an associate on the basis that either no annual management charge will be charged to the Funds or a full retrocession of the annual management charge shall be returned to the Funds.

6. **Deposits, Cash and Near Cash**

6.1 A Fund may invest in deposits only with an Approved Bank which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months.

6.2 The investment objective and policy of each Fund may mean that at times it is appropriate not to be fully invested but to hold cash or near cash for reasons other than for the purpose of meeting a Fund's investment objective (where applicable). Cash and near cash must not be retained in the property except to the extent that, where this may reasonably be regarded as necessary in order to enable:

(a) redemption of units; or

(b) efficient management of the Fund in accordance with its investment objectives; or

(c) other purposes which may reasonably be regarded as ancillary to the investment objectives of the Fund; or

(d) pursuit of the Fund's investment objectives.

6.3 During any initial offer period, the property of the Fund may consist of cash and near cash without limitation.

7. **Warrants**

Where a Fund invests in warrants, the Manager must ensure that upon exercising the right conferred by the warrant the exposure created does not exceed the general limits on spread of investments set out below. No more than 5 % of any Fund will be invested in warrants.

8. **Nil and Partly Paid**

In respect of nil and partly paid securities a transferable security or approved money-market instrument on which any sum is unpaid falls within a power of investment only if it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the Funds, at the time when payment is required, without contravening the rules in COLL 5.

9. **General - Derivatives and Forward Transactions**

9.1 The Funds may use derivatives to hedge market and currency risk for the purposes of efficient portfolio management (as described in section 9.2 below "**Efficient Portfolio Management**").

The use of derivatives for the purpose of hedging and managing risk and for efficient portfolio management is not intended to increase the risk profile of the Funds. The Manager uses a risk management process, to monitor and measure as frequently as appropriate the risk of a Fund's portfolio and contribution of the underlying investments to the overall risk profile of the Fund.

However, the use of derivatives may expose the Funds to a higher degree of risk. In particular, derivative contracts can be highly volatile and the amount of initial margin is generally small, relative to the size of the contract, so that transactions are geared, as described in paragraph 10.8. A relatively small market movement may have a potentially larger impact on derivatives than in standard bonds or equities.

The Funds do not currently intend to use derivatives for direct investment purposes. However, where derivatives are used in a fund in pursuit of its investment objective, this may alter the risk profile of that fund and lead to higher volatility in the unit price of that fund.

9.2 Where such techniques and instruments relate to the use of derivatives which are used for the purpose of efficient portfolio management, they will only be used in accordance with the following criteria:

(a) They are economically appropriate in that they are realised in a cost effective way.

(b) They are entered into for one or more of the following specific aims:

- reduction of risk;
- reduction of costs; or
- generation of additional capital or income for the Fund with a level of risk which is consistent with the risk profile of the Fund.

(c) Their risks are adequately captured by the Manager's risk management process.

9.3 The Manager uses a risk management process, as reviewed by the Trustee, enabling it to monitor and measure as frequently as appropriate the risk of a Fund's positions and their contribution to the overall risk profile of that Fund. The details of the risk management process include the information as set out in section 1.2 above and paragraph 10.9 below of this Appendix 3.

10. **Derivatives General**

10.1 A transaction in derivatives or a forward transaction must not be effected for a Fund unless the transaction is of a kind set out in section 12 below, and the transaction is covered, as set out in paragraphs 11.1 to 11.4 below.

10.2 Where a Fund invests in derivatives, the exposure to the underlying assets must not exceed the limits set out in the COLL Sourcebook in relation to spread except for index based derivatives where the rules below apply.

10.3 Where a transferable security or approved money-market instrument embeds a derivative, this must be taken into account for the purposes of complying with this section.

10.4 A transferable security or an approved money-market instrument will embed a derivative if it contains a component which fulfils the following criteria:

(a) by virtue of that component some or all of the cash flows that otherwise would be required by the transferable security or approved money-market instrument which functions as host contract can be modified according to a specified interest rate, financial instrument price, foreign exchange rate, index of prices or rates, credit rating or credit index or other variable, and therefore vary in a way similar to a stand-alone derivative;

(b) its economic characteristics and risks are not closely related to the economic characteristics and risks of the host contract; and

(c) it has a significant impact on the risk profile and pricing of the transferable security or approved money-market instrument.

10.5 A transferable security or an approved money-market instrument does not embed a derivative where it contains a component which is contractually transferable independently of the transferable security or the approved money-market instrument. That component shall be deemed to be a separate instrument

10.6 Where a Fund invests in an index based derivative, provided the relevant index falls within COLL 5.6.23R (Schemes Replicating an index) the underlying constituents of the index do not have to be taken into account for the purposes of COLL 5.6.7R and COLL 5.6.8R.

10.7 The relaxation of paragraph 10.6 is subject to the Manager taking account of COLL 5.6.3 (Prudent spread of risk).

10.8 Where derivative instruments are used, the overall risk profile of a Fund may be increased. The Manager will ensure that the global exposure generated by using financial derivative instruments on the underlying assets of that Fund shall not exceed the total net value of the Fund.

10.9 Accordingly, where derivative instruments are used, the Manager will employ a risk-management process which enables the Manager to monitor and measure at any time the risk of the positions and their contribution to the overall risk profile of the relevant Fund. The Manager applies the Commitment approach to calculate each Fund's global exposure and to ensure it complies with the investment objectives and policies set out in Appendix 1.

11. **Cover for Transactions in Derivatives and Forward Transactions**

11.1 The Manager will ensure that a transaction in derivatives or forwards is entered into only if the maximum exposure, in terms of principal and notional principal created by the transaction to which a Fund is or may be committed is covered globally.

11.2 The Manager will ensure that any global exposure generated in a Fund is adequately covered from within the Fund's property, and is available to meet the Fund's global exposure. The exposure is calculated taking into account the current value of the underlying assets, the

counterparty risk, any reasonably foreseeable future market movements and the time available to liquidate the positions.

11.3 Cash not yet received into the scheme property but due to be received within one month is available as cover for these purposes.

11.4 Property which is subject to a securities lending transaction (as described in section 19 of this Appendix 3 below) is only available for cover if the Manager has taken reasonable care to determine that it is obtainable (by return or re-acquisition) in time to meet the obligation for which cover is required.

12. **Permitted Transactions in Derivatives and Forwards**

12.1 A transaction in a derivative must be:

(a) in an approved derivative; or

(b) be one which complies with section 22 of this Appendix 3.

12.2 A transaction in a derivative must have the underlying consisting of any one or more of the following to which a Fund is dedicated:

(a) transferable securities;

(b) money-market instruments;

(c) deposits;

(d) permitted derivatives under this section;

(e) collective investment scheme units permitted under section 5 of this Appendix 3 (collective investment schemes);

(f) permitted immovables;

(g) gold;

(h) financial indices which satisfy the criteria set out below;

(i) interest rates;

(j) foreign exchange rates; and

(k) currencies.

12.3 The exposure to the underlyings in paragraph 12.2 above must not exceed the limits relating to spread set out in the COLL Sourcebook.

12.4 A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market.

12.5 A transaction in a derivative must not cause a Fund to diverge from its investment objectives as stated in the Trust Deed and the most recently published version of this Prospectus.

12.6 A transaction in a derivative must not be entered into if the intended effect is to create the potential for an uncovered sale of transferable securities, money-market instruments, units in collective investment schemes, or derivatives, provided that a sale is not to be considered as uncovered if the conditions in paragraph 12.2 are satisfied.

12.7 Any forward transaction must be with an Eligible Institution or an Approved Bank.

12.8 The Manager must ensure compliance with COLL 5.3.6R.

12.9 All derivatives transactions are deemed to be free of counterparty risk if they are performed on an exchange where the clearing house is backed by an appropriate performance guarantee; and it is characterised by a daily mark-to-market valuation of the derivative positions and at least daily margining.

13. **Transactions for the Purchase of Property**

A derivative or forward transaction which will or could lead to the delivery of property for the account of a Fund may be entered into only if that property can be held for the account of a Fund, and the Manager having taken reasonable care determines that delivery of the property under the transaction will not occur or will not lead to a breach of the rules in the COLL Sourcebook.

14. **Requirement to Cover Sales**

14.1 A transaction in a derivative must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more, transferable securities, approved money-market instruments, units in collective investment schemes, or derivatives.

14.2 A sale is not to be considered as uncovered if:

(a) the risks of the underlying financial instrument of a derivative can be appropriately represented by another financial instrument and the underlying financial instrument is highly liquid; or

(b) the Manager or the Trustee has the right to settle the derivative in cash, and cover exists within the scheme property which falls within one of the following asset classes:

- cash;

- liquid debt instruments (e.g. government bonds of first credit rating) with appropriate safeguards (in particular, haircuts); or

- other highly liquid assets having regard to their correlation with the underlying of the financial derivative instruments, subject to appropriate safeguards (e.g. haircuts where relevant).

14.3 In the asset classes referred to in paragraph 12.2, an asset may be considered as liquid where the instrument can be converted into cash in no more than seven Business Days at a price closely corresponding to the current valuation of the financial instrument on its own market.

15. **Financial Indices Underlying Derivatives**

15.1 Where a Fund holds an index-based derivative, the financial index must satisfy the following criteria:

(a) the index is sufficiently diversified

(b) the index represents an adequate benchmark for the market to which it refers; and

(c) the index is published in an appropriate manner.

15.2 A financial index is sufficiently diversified if:

(a) it is composed in such a way that price movements or trading activities regarding one component do not unduly influence the performance of the whole index;

(b) where it is composed of assets in which a Fund is permitted to invest, its composition is at least diversified in accordance with the requirements with respect to spread and concentration set out in this section; and

(c) where it is composed of assets in which a Fund cannot invest, it is diversified in a way which is equivalent to the diversification achieved by the requirements with respect to spread and concentration set out in this section.

15.3 A financial index represents an adequate benchmark for the market to which it refers if:

(a) it measures the performance of a representative group of underlyings in a relevant and appropriate way;

(b) it is revised or rebalanced periodically to ensure that it continues to reflect the markets to which it refers, following criteria which are publicly available; and

(c) the underlyings are sufficiently liquid, allowing users to replicate it if necessary.

15.4 A financial index is published in an appropriate manner if:

(a) its publication process relies on sound procedures to collect prices, and calculate and subsequently publish the index value, including pricing procedures for components where a market price is not available; and

(b) material information on matters such as index calculation, rebalancing methodologies, index changes or any operational difficulties in providing timely or accurate information is provided on a wide and timely basis.

15.5 Where the composition of underlyings of a transaction in a derivative does not satisfy the requirements for a financial index, the underlyings for that transaction shall where they satisfy the requirements with respect to other underlyings pursuant to paragraph 10.2, be regarded as a combination of those underlyings.

15.6 Property which is subject to a securities lending transaction (as described in section 19 below) is only available for cover if the Manager has taken reasonable care to determine that it is obtainable (by return or reacquisition) in time to meet the obligation for which cover is required.

16. **Spread Limits**

16.1 This rule on spread limits does not apply to government and public securities.

16.2 Not more than 20 % in value of the scheme property of a Fund is to consist of deposits with a single body.

16.3 Not more than 10 % in value of the scheme property of a Fund is to consist of transferable securities or money-market instruments issued by any single body subject to COLL 5.6.23R (Schemes replicating an index).

16.4 The limit of 10 % in paragraph 16.3 above is raised to 25 % in value of the scheme property of the Fund in respect of covered bonds.

16.5 In applying paragraph 16.3, certificates representing certain securities are to be treated as equivalent to the underlying security.

16.6 Not more than 35 % in value of the scheme property of a Fund is to consist of the units or shares of any one collective investment scheme.

16.7 The exposure to any one counterparty in an OTC derivative transaction must not exceed 10 % in value of the scheme property of a Fund.

16.8 For the purpose of calculating the limit in paragraph 16.7, the exposure in respect of an OTC derivative may be reduced to the extent that collateral is held in respect of it if the collateral meets each of the following conditions:

(a) it is marked-to-market on a daily basis and exceeds the value of the amount at risk;

(b) it is exposed only to negligible risks (e.g. government bonds of first credit rating or cash) and is liquid;

(c) it is held by a third party custodian not related to the provider or is legally secured from the consequences of a failure of a related party; and

(d) can be fully enforced by a Fund at any time.

16.9 For the purposes of calculating the limits in paragraph 16.7. OTC derivative positions with the same counterparty may be netted provided that the netting procedures:

(a) comply with the conditions set out in Part Three, Title II, Chapter 6, Section 7 (Contractual netting (Contracts for novation and other netting agreements)) of Regulation of the European Parliament and the Council on prudential requirements for credit institutions and investment firms (Regulation (EU) No 575/2013) and amending Regulation (EU) No 648/2012, which is part of UK law by virtue of the EUWA; and

(b) are based on legally binding agreements.

16.10 In applying this paragraph (Spread: general), all derivatives transactions are deemed to be free of counterparty risk if they are performed on an exchange where the clearing house meets each of the following conditions:

(a) it is backed by an appropriate performance guarantee; and

(b) it is characterised by a daily mark-to-market valuation of the derivative positions and at least daily margining.

17. **Spread Limits: Government and Public Securities**

17.1 The following section applies to government and public securities ("**such securities**").

17.2 Where no more than 35% in value of the scheme property of a Fund is invested in such securities issued by any one body, there is no limit on the amount which may be invested in such securities or in any one issue.

17.3 A Fund may invest more than 35% in value of the scheme property in such securities issued by any one body provided that:

(a) the Manager has before any such investment is made consulted with the Trustee and as a result considers that the issuer of such securities is one which is appropriate in accordance with the investment objective of a Fund;

(b) no more than 30% in value of the scheme property consists of such securities of any one issue; and

(c) the scheme property of a Fund includes such securities issued by that or another issuer, of at least six different issues.

The issuer or guarantors for the purpose of the above limits are as follows:

(a) the Government of the United Kingdom (including the Scottish Administration, the Executive Committee of the Northern Ireland Assembly and the National Assembly of Wales);

(b) the Government of any EEA State including the Governments of Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden;

(c) the Governments of Australia, Canada, Japan, New Zealand, and the United States of America;

(d) The World Bank, The Inter-American Development Bank, The European Investment Bank and The European

Bank for Reconstruction and Development.

18. **Borrowing**

18.1 The Trustee (on the instructions of the Manager) may, in accordance with this paragraph, borrow money for the use of the Funds on terms that the borrowing is to be repayable out of the scheme property. This power to borrow is subject to the obligation of the Funds to comply with any restriction in its Trust Deed. The Trustee may borrow only from an Eligible Institution or an Approved Bank.

18.2 The Manager must ensure a Fund's borrowing does not, on any Business Day, exceed 10 % of the value of the scheme property of the Fund.

18.3 None of the money in the scheme property of the Fund may be lent and, for the purposes of this prohibition, money is lent by the Fund if it is paid to a person ("**the payee**") on the basis that it should be repaid, whether or not by the payee. Acquiring a debenture is not lending; nor is the placing of money on deposit or in a current account.

18.4 The scheme property of the Funds other than money must not be lent by way of deposit or otherwise except for the purposes of securities lending as described below.

18.5 Transactions permitted for the purposes of securities lending are not lending for these purposes.

18.6 Nothing in these restrictions prevent the Trustee at the request of the Manager, from lending, depositing, pledging or charging property for margin requirements where transactions in derivatives or forward transactions are used for the account of the Fund in accordance with any other of the rules in COLL 5.

18.7 A Fund may not grant credit facilities nor act as guarantor on behalf of third parties, provided that for the purpose of this restriction (i) the acquisition of transferable securities, approved money-market instruments or other financial investments above, in fully or partly paid form and (ii) the permitted lending of portfolio securities shall be deemed not to constitute the making of a loan.

19. **Securities Lending**

19.1 Securities lending transactions or repo contracts may be entered into when it reasonably appears to the Manager to be appropriate to do so with a view to generating additional income for the Funds with an acceptable degree of risk.

The Trustee at the request of the Manager may enter into a securities lending arrangement or repo contract of the kind described in Section 263B of the Taxation of Chargeable Gains Act 1992 (without extension by Section 263C), but only if all the terms of the agreement under which securities are to be reacquired by the Trustee for the account of the Funds, are in a form which is acceptable to the Trustee and are in accordance with good market practice, the counterparty meets the criteria set out in COLL 5.4.4 and collateral is obtained to secure the obligation of the counterparty. Collateral must be acceptable to the Trustee, adequate and sufficiently immediate.

The Trustee must ensure that the value of the collateral at all times is at least equal to the value of the securities transferred by the Trustee. This duty may be regarded as satisfied in respect of collateral the validity of which is about to expire or has expired where the Trustee takes reasonable care to determine that sufficient collateral will again be transferred at the latest by the close of business on the day of expiry.

Where a Fund enters into arrangements through which collateral is reinvested, this should be taken into account for the purposes of measuring a Fund's global exposure under paragraph 10.8 of this Appendix 3.

19.2 Collateral is adequate for the purposes of securities lending only if it is:

(a) transferred to the Trustee or its agent;

(b) at least equal in value, at the time of the transfer to the Trustee, to the value of the securities transferred by the Trustee; and

(c) in the form of one or more of:

(i) cash; or

(ii) a certificate of deposit; or

(iii) a letter of credit; or

(iv) a readily realisable security; or

(v) commercial paper with no embedded derivative content; or

(vi) a qualifying money-market fund.

Where the collateral is invested in units or shares of a qualifying money-market fund managed or operated by the Manager or an associate of the Manager, the conditions of paragraph 5.4 of this

Appendix 3 must be complied with. Any agreement for transfer at a future date of securities or of collateral (or of the equivalent of either) may be regarded, for the purposes of valuation, as an unconditional agreement for the sale or transfer of property, whether or not the property is part of the property of the Funds.

Each day, the collateral held in respect of each repo contract or securities lending transaction is marked to market and revalued. Where due to market movements the value of collateral is less than the value of the securities subject to the repo contract or securities lending transaction, the Trustee is entitled to call for additional collateral from the counterparty such that the value of the collateral and margin requirements is maintained.

In the event there is a decline in the value of the collateral which exceeds the value of the margin held by the Trustee, a counterparty credit risk will arise pending delivery of the additional collateral. In the normal course of events, additional collateral is delivered the following Business Day.

There is no limit on the value of the property which may be the subject of repo contracts or securities lending transactions. Collateral transferred to the Trustee is part of a Fund's property for the purpose of the COLL Sourcebook except in the following respects:

(a) it does not fall to be included in any valuation for the purposes of COLL 6.3 or this APPENDIX 3, because it is offset by an obligation to transfer at a future date (as set out above); and

(b) it does not comprise the Fund's property for the purpose of any investment and borrowing powers set out in this APPENDIX 3 except for the purpose of this section 19.

20. **General Power to Accept or Underwrite Placings**

Any power in the COLL Sourcebook to invest in transferable securities may be used for the purpose of entering into any agreement or understanding: which is an underwriting or sub-underwriting agreement, or which contemplates that securities will or may be issued or subscribed for or acquired for the account of a Fund.

This ability does not apply to an option, or a purchase of a transferable security which confers a right to subscribe for or acquire a transferable security, or to convert one transferable security into another.

The exposure of the Fund to agreements and understandings as set out above, on any business day be covered and be such that, if all possible obligations arising under them had immediately to be met in full, there would be no breach of any of the investment limits set out elsewhere in this section.

21. **Guarantees and Indemnities**

The Trustee for the account of the Fund must not provide any guarantee or indemnity in respect of the obligation of any person.

None of the property of the Fund may be used to discharge any obligation arising under a guarantee or indemnity with respect to the obligation of any person.

These requirements do not apply to any indemnity or guarantee given for margin requirements where the derivatives or forward transactions are being used in accordance with the requirements set out in this section.

22. **Over-the-Counter ("OTC") Transactions in Derivatives**

The Manager's delegates will continuously assess the credit or counterparty risk as well as the potential risk, which is for trading activities, the risk resulting from adverse movements in the level of volatility of market prices and will assess the hedging effectiveness on an ongoing basis. They will define specific internal limits applicable to these kinds of operations and monitor the counterparties accepted for these transactions.

Any transaction in an OTC derivative must be:

(a) with an approved counterparty; a counterparty to a transaction in derivatives is approved only if the counterparty is:

(i) an Eligible Institution or an Approved Bank; or

(ii) a person whose permission (including any requirements or limitations), as published in the FCA Register, permits it to enter into the transaction as principal off-exchange; or

(iii) a CCP that is authorised in that capacity for the purpose of EMIR; or

(iv) a CCP that is recognised in that capacity in accordance with the process set out in article 25 of EMIR; or

(v) to the extent not already covered above, a CCP supervised in a jurisdiction that: (a) has implemented the relevant G20 reforms on over-

the counter derivatives to at least the same extent as the UK; and (b) is identified as having done so by the Financial Stability Board in its summary report on progress in implementation of G20 financial regulatory reforms dated 25 June 2019.

(b) on approved terms; the terms of the transaction in derivatives are approved only if, the Manager

(i) carries out at least daily a reliable and verifiable valuation in respect of that transaction corresponding to its fair value and which does not rely on market quotations by the counterparty; and

(ii) can enter into one or more further transactions to sell, liquidate or close out that transaction at any time, at its fair value;

(c) capable of reliable valuation; a transaction in derivatives is capable of reliable valuation only if the Manager having taken reasonable care determines that, throughout the life of the derivative (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy:

(i) on the basis of an up-to-date market value which the Manager and the Trustee have agreed is reliable; or

(ii) if the value referred to in (a) above is not available, on the basis of a pricing model which the Manager and Trustee have agreed uses an adequate recognised methodology; and

(d) subject to verifiable valuation; a transaction in derivatives is subject to verifiable valuation only if throughout the life of the derivative verification of valuation is carried out by:

(i) an independent third party distinct from the counterparty on a regular basis and in such a way that the Manager is able to check it; or

(ii) by an independent division of the Manager separate from the division managing the particular Fund's assets.

APPENDIX 4

VALUATION AND PRICING

1. **Determination of Net Asset Value**

The value of the scheme property of a Fund shall be determined in accordance with the following provisions.

(a) All the scheme capital and income property (including receivables) is to be included, subject to the following provisions.

(b) The valuation shall be prepared on an *issue basis* and on a *cancellation basis* in accordance with section 15 of this Prospectus.

(c) The valuation of the scheme property of the Fund which is not cash or a contingent liability transaction shall be valued using the most recent prices which it is practicable to obtain:

(i) units or shares in a collective investment scheme:

- if separate buying and selling prices are quoted, at the most recent maximum sale price reduced by any expected discount plus any dealing costs (*issue basis*) [10] or the most recent minimum redemption price less any dealing costs (*cancellation basis*)[11].

- if a single price for buying and selling units or shares is quoted, at that price (plus any dealing costs when valuing on an *issue basis*[9] or less any dealing costs when valuing on a *cancellation basis*[10]; or

- if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a buyer's price which, in the opinion of the Manager, is fair and reasonable (plus any dealing costs when valuing on an *issue basis*[9] or less any dealing costs when valuing on a *cancellation basis*[10]).

(ii) any other investment:

- the best available market dealing offer price (*issue basis*) or the most current dealing bid price (*cancellation basis*) on the most appropriate market in a standard size plus dealing costs[12]; or

- the last traded price of the market; or

- at the price which would be paid by a buyer (*issue basis*) or received by a seller (*cancellation basis*) for an immediate transfer or assignment (or, in Scotland, assignation) to him at arm's length;

together with the Manager's reasonable estimate in respect dealing costs[11], which may be accounted for separately within the valuation.

(iii) property valued other than as described in 3(i) or 3(ii) above if no recent price(s) exist or in the opinion of the Manager the price obtained is unreliable, then by some other reliable means, which may be based on the Manager's reasonable estimate or calculated by some other means deemed by

10 "Dealing costs" include any SDRT provision which may be added in the event of a purchase by the scheme of the units or shares in question, and where a single price is quoted, any dilution levy. If the Manager is also the manager or an associate of the manager of the relevant underlying collective investment scheme, in the case of valuing on an issue basis, dealing costs do not include payment of a preliminary charge on purchase of units in the underlying collective investment scheme.

11 "Dealing costs" include any SDRT provision which may be added in the event of a purchase by the scheme of the units or shares in question, and where a single price is quoted, any dilution levy. If the Manager is also the manager or an associate of the manager of the relevant underlying collective investment scheme, in the case of valuing on a cancellation basis, dealing costs do not include payment of a redemption charge on sales of units in the underlying collective investment scheme.

12 "Dealing costs" include any fiscal charges, commission or other charges payable in the event of the scheme carrying out the transaction in question, assuming that the commission and charges (other than fiscal charges) which would be payable by the scheme are the least that could be reasonably expected to be paid in order to carry out the transaction.

the Manager and Trustee to be appropriate (together with the Manager's reasonable estimate in respect of dealing costs[11] which may be accounted for separately within the valuation.

In accordance with section 15 of this Prospectus the Manager may at its discretion implement fair value pricing policies in respect of the Fund.

(d) Cash and amounts held in current and deposit accounts and in other time-related deposits shall be valued at their nominal values.

(e) Property which is a derivative constituting a contingent liability transaction shall be treated as follows:

(i) if a written option (and the premium for writing the option has become part of the scheme property) include an amount equivalent to the value net of premium on closing out the contract (whether as a positive or negative value). On expiry, where the contract remains unexercised and is "out-of-the-money", no value will be attributable to the contract, other by way of the premium received or receivable.

(ii) if a purchased option (and the premium for purchasing the option has been paid from the scheme property) an amount equivalent to the value net of premium on closing out the contract (estimated on the basis of writing an option of the same series on the best terms then available on the most appropriate market on which such options are traded.) On expiry, where the contract remains unexercised and is "out-of the money", no value will be attributable to the contract, other than by way of the premium paid or payable.

(iii) if another exchange-traded derivative contract:

- if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price; or
- if separate buying and selling prices are quoted, at the average of the two prices.

(iv) if an off exchange future or contract for differences ("**OTC derivatives**") or forward foreign exchange contract, include at the net value of closing out the contract (estimated on the basis of the amount of profit or loss receivable or payable by the Fund on closing out the contract in accordance with the valuation methods in COLL 5.2.23R.)

(f) In determining the value of the scheme property, all instructions given to the Trustee to issue or cancel units or any outstanding consequential action required in respect of an issue or cancellation of units shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case.

(g) Subject to paragraphs (h) and (i) of this APPENDIX 4, agreements for the unconditional sale or purchase of property which are in existence but uncompleted shall be assumed to have been completed and all consequential action required to have been taken. Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and, in the opinion of the Manager, their omission shall not materially affect the final net asset amount.

(h) Futures which are not yet due to be performed and unexpired and unexercised written or purchased options shall not be included under paragraph (g) of this APPENDIX 4.

(i) All agreements are to be included under paragraph (g) of this APPENDIX 4, which are, or could reasonably be expected to have been, known to the person valuing the property assuming that all other persons in the Manager's employment take all reasonable steps to inform it immediately of the making of any agreement.

(j) Deductions will be made for any liabilities payable out of the scheme

property and any tax thereon, as follows:

(i) liabilities accrued on unrealised capital gains which is payable out of the scheme property

(ii) liabilities accrued on realised capital gains in respect of previously completed and current accounting periods which is payable out of the scheme property

(iii) liabilities accrued in respect of income received or receivable

(iv) liabilities accrued in respect of stamp duty reserve tax or any other fiscal charge not covered under this deduction.

(v) the principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings.

(k) The following items will be added:

(i) any amount in respect of accrued claims for tax of whatever nature which may be recoverable; and

(ii) any other credits or amounts due to be paid into the scheme property;

(iii) any stamp duty reserve tax provision anticipated to be received; and

(iv) sums representing any interest or any income accrued due or deemed to have accrued but not received and any stamp duty reserve tax provision anticipated to be received.

(l) Currencies or values in currencies other than base currency shall be converted at the relevant valuation point at the prevailing rate of exchange on the market on which the Manager would normally deal if it wished to make such a conversion.

2. **Determination of Unit Price**

Prices at which units may be issued or cancelled will be calculated by valuing a Fund's underlying property attributable to the class of units in question (in accordance with section 1 of this Appendix 4 above) and then dividing the value of that Fund's underlying property by the number of units in issue. It is this computation which determines the maximum issue price and the minimum cancellation price for the units in that Fund.

The Manager will determine the unit price in accordance with the following calculations:

(a) In order to calculate the maximum issue price, the following shall apply:

(i) take the proportion, attributable to the units in the class in question, of the value of the *issue basis* of the scheme property by reference to the most recent valuation of the scheme property on an *issue basis*;

(ii) compute the number of units of the relevant class in issue immediately prior to the valuation in (i);

(iii) divide the total at (i) by the number of units in (ii); and

(iv) express the price in a form that is accurate to at least four significant figures.

This process determines the full cost of creating a unit and results in the maximum price at which unitholders can buy a unit in the Fund (excluding any preliminary charge due to the Manager) in accordance with section 14 of this Prospectus.

(b) In order to calculate the minimum cancellation price, the following shall apply:

(i) take the proportion, attributable to the units in the class in question, of the value of the *cancellation basis* of the scheme property by reference to the most recent valuation of the scheme property on a *cancellation basis*;

(ii) compute the number of units of the relevant class in issue immediately prior to the valuation in (i);

(iii) divide the total at (i) by the number of units in (ii); and

(iv) express the price in a form that is accurate to at least four significant figures.

This process determines the full cost of cancelling a unit and determines the level at which the minimum 'bid price' can be fixed. This is the minimum price at which unitholders can sell back their units in the Fund. The actual 'bid price' at which unitholders can sell their units will either be the same or higher than the cancellation price.

SCHEDULE 1

ELIGIBLE SECURITIES MARKETS

The following markets shall be eligible securities markets for the BlackRock Non-UCITS Retail Funds (2) subject to investment objective and policy.

A: Europe

Austria	Vienna Stock Exchange (Wiener Boerse)
Belgium	Euronext Brussels
Bulgaria	Bulgaria Stock Exchange - Sofia (BSE - Sofia)
Croatia	Zagreb Stock Exchange
Czech Republic	Prague Stock Exchange
Denmark	Copenhagen Stock Exchange (Nasdaq Copenhagen)
Estonia	Nasdaq Tallinn AS (Nasdaq Baltic)
Estonia	Nasdaq CSD SE Estonian branch
Finland	Helsinki Stock Exchange (Nasdaq Helsinki)
France	Euronext, Paris
Germany	Berlin Stock Exchange (Börse Berlin AG)
Germany	Hamburg and Hannover Exchanges (Borsen Hamburg und Hannover)
Germany	Munich Exchange (Börse Munchen)
Germany	Stuttgart Exchange (Börse Stuttgart (SWB))
Germany	Frankfurt Stock Exchange (Börse Frankfurt)
Greece	Athens Stock Exchange (ASE/ATHEX)
Hungary	Budapest Stock Exchange (BET)
Iceland	Iceland Stock Exchange (Nasdaq Iceland)
Ireland	Euronext, Dublin
Israel	Tel Aviv Stock Exchange (TASE)
Italy	Italian Stock Exchange (Borsa Italiana)
Luxembourg	Luxembourg Stock Exchange (Bourse de Luxembourg)
Netherlands	Euronext, Amsterdam
Norway	Oslo Børs (Oslo Stock Exchange)
Poland	Warsaw Stock Exchange
Portugal	Euronext, Lisbon
Spain	Barcelona Stock Exchange (BME Spanish Exchange)
Spain	Bilbao Stock Exchange (BME Spanish Exchange)
Spain	Madrid Stock Exchange (BME Spanish Exchange)
Spain	Valencia Stock Exchange (BME Spanish Exchange)
Sweden	Stockholm Stock Exchange (Nasdaq Stockholm AB)
Switzerland	SIX Swiss Exchange
Turkey	Istanbul Stock Exchange (Borsa Istanbul)
UK	London Stock Exchange
UK	AIM
UK	MarketAxess Europe Limited
UK	SWX Europe Limited

B: Americas

Brazil	B3 S.A. - Brasil, Bolsa, Balcão

Canada	Toronto Stock Exchange
Chile	Santiago Stock Exchange (SSE) & Bolsa Electronica de Chile
Colombia	Bolsa de Valores de Colombia (BVC)
Mexico	The Mexican Stock Exchange (Bolsa Mexicana de Valores)
Peru	Lima Stock Exchange (Bolsa de Valores de Lima)
USA	NYSE American
USA	The New York Stock Exchange (NYSE)
USA	NYSE ARCA
USA	NASDAQ OMX PHLX (Philadelphia)
USA	National Stock Exchange (NYSE National)
USA	NASDAQ OMX BX (Boston)
USA	NYSE Chicago
USA	NASDAQ
USA	The over-the-counter market in the United States regulated by the Financial Industry Regulatory Authority (previously known as the National Association of Securities Dealers Inc.) and reportable on TRACE.

C: Middle East and Africa

Egypt	Egyptian Exchange
Kenya	Nairobi Securities Exchange
Kuwait	Kuwait Stock Exchange (Boursa Kuwait)
Morocco	Casablanca Stock Exchange
Qatar	Qatar Stock Exchange
Saudi Arabia	Saudi Stock Exchange
South Africa	The JSE Securities Exchange (JSE Limited)
UAE	Abu Dhabi Securities Exchange
UAE	Dubai Financial Market
UAE	NASDAQ Dubai Limited

D: Far East and Australasia

Australia	Australian Securities Exchange (ASX Limited)
China	Shanghai Stock Exchange (SSE)
China	Shenzhen Stock Exchange (SZSE)
Hong Kong	Hong Kong Exchanges and Clearing (HKEx)
India	The Bombay Stock Exchange (BSE Limited)
India	National Stock Exchange of India (NSE)
Indonesia	Indonesia Stock Exchange (Bursa Efek Indonesia)
Japan	The Tokyo Stock Exchange (TSE/TYO)
Japan	Osaka Exchange
Japan	The Nagoya Stock Exchange
Japan	The Sapporo Securities Exchange
Republic of Korea	Korea Exchange Inc. (KRX)
Malaysia	Bursa Malaysia BHD
New Zealand	New Zealand Exchange (NZX)
Pakistan	Pakistan Stock Exchange
Philippines	Philippine Stock Exchange

Singapore	Singapore Exchange
Sri Lanka	Colombo Stock Exchange
Taiwan	The Taiwan Stock Exchange (TWSE)
Thailand	The Stock Exchange of Thailand
Vietnam	The Vietnam Stock Exchange (Ho Chi Minh Stock Exchange)

SCHEDULE 2

ELIGIBLE DERIVATIVE MARKETS

The following markets shall be eligible derivative markets for those unit trusts which use derivatives:

Greece	Athens Stock Exchange
Australia	Australian Securities Exchange (ASX Limited)
Brazil	B3 S.A. - Brasil, Bolsa, Balcão
USA	CBOE Futures Exchange (CBF)
USA	Chicago Board of Trade
USA	Chicago Board Options Exchange
USA	CME Group Inc (Chicago Mercantile Exchange)
UK	EDX London
Germany & UK	EUREX
Netherlands	Euronext Amsterdam
Belgium	Euronext Brussels
France	Euronext Paris
Hong Kong	Hong Kong Exchanges and Clearing (HKEx)
UK	ICE Futures Europe
USA	ICE Futures US
Italy	Italian Stock Exchange (Borsa Italiana)
Japan	Japan Securities Dealers Association (JSDA - Japan OTC Market)
Republic of Korea	Korea Exchange Inc. (KRX)
Malaysia	Malaysia Derivatives Exchange (MDEX) - subsidiary of Bursa Malaysia
Mexico	MDX - Mercado Mexicano de Deriva
Spain	MEFF (BME Spanish Exchanges)
Spain	MEFF Renta Fija
Spain	MEFF Renta Variable (BME Spanish Exchanges)
Mexico	Mexican Derivatives Exchange (MEXDER)
Canada	Montreal Exchange (Bourse de Montreal)
USA	NASDAQ OMX
India	National Stock Exchange of India (NSE)
USA	New York Mercantile Exchange (NYMEX)
Sweden	Stockholm Stock Exchange (Nasdaq Stockholm AB)
Japan	Osaka Exchange
Singapore	Singapore Exchange (SIMEX / SGX)
South Africa	South African Futures Exchange (SAF / SAFEX)
Taiwan	Taiwan Futures Exchange (TAIFEX)
Thailand	Thailand Futures Exchange (TFEX)
India	The Bombay Stock Exchange (BSE Limited)
Japan	Tokyo Financial Exchange Inc. (TFX)
Japan	Tokyo Stock Exchange
Turkey	Turkish Derivatives Exchange (TurkDex)
Poland	Warsaw Stock Exchange
Austria	Wiener Borse - Austrian Exchange for derivatives