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If you have sold or otherwise transferred all your Ordinary Shares in IRP Property Investments Limited (the "Company"), please forward this document, the accompanying Form of Proxy and Prospectus at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected for onward delivery to the purchaser or transferee. If you have sold or otherwise transferred only part of your holding of Ordinary Shares, you should retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected.

The distribution of this document, the accompanying Form of Proxy and/or Prospectus into jurisdictions other than the United Kingdom, the Channel Islands or the Isle of Man may be restricted by law and, therefore, any persons who are subject to the laws of any jurisdiction other than those of the United Kingdom or the Channel Islands should inform themselves about, and observe, any such restrictions. Any failure to comply with any such restrictions may constitute a violation of the securities laws of such jurisdictions.

The Company is authorised as an authorised closed-ended investment scheme by the Guernsey Financial Services Commission (the "Commission") under section 8 of The Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended) and The Authorised Closed-ended Investment Schemes Rules 2008 made thereunder (the "Rules"). Notification of the proposals outlined in this document has been given to the Commission pursuant to Part 5 of the Rules. The Commission has not reviewed this document and takes no responsibility for the correctness of any statements made or opinions expressed with regard to the Company or ISIS Property Trust Limited.

This document should be read as a whole and incorporates information included in the accompanying Prospectus relating to the Company, which has been prepared in accordance with the Prospectus Rules and Listing Rules of the Financial Services Authority made under section 73A of the Financial Services and Markets Act 2000.

IRP PROPERTY INVESTMENTS LIMITED

(to be renamed F&C UK Real Estate Investments Limited)

CIRCULAR

Recommended proposals in relation to the acquisition of the business and assets of ISIS Property Trust Limited, and Notice of General Meeting

Your attention is drawn to the "Letter from the Chairman of the Company" set out in Part 1 of this document which contains a recommendation from the Board that you vote in favour of the Resolutions to be proposed at the General Meeting referred to below.

Notice of a General Meeting of the Company to be held at 9.45 a.m. on 11 April 2013 at Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 3QL is set out at the end of this document. The accompanying Form of Proxy for use at that General Meeting should be completed and returned as soon as possible and, to be valid, must arrive at Computershare Investor Services (Jersey) Limited, c/o The Pavilions, Bridgwater Road, Bristol BS99 6ZY no later than 9.45 a.m. on 9 April 2013. Completion and posting of the Form of Proxy will not prevent a Shareholder from attending in person at the General Meeting.

Application has been made to the Financial Services Authority for the New Shares to be admitted to the Official List and to the London Stock Exchange for those shares to be admitted to trading on the London Stock Exchange's main market for listed securities. It is expected that such admissions will become effective and that dealings in the New Shares will commence on 12 April 2013.

Dickson Minto W.S., which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting for IRP Property Investments Limited and no one else in connection with the matters described in this document and will not be responsible to any person other than IRP Property Investments Limited for providing the protections afforded to clients of Dickson Minto W.S. nor for providing advice in relation to such matters.

Your attention is drawn to the section headed "Action to be taken by Shareholders" on page 11 of this document. The attention of Shareholders is also drawn to the section headed "Risk Factors" set out on pages 4 and 5 of this document. However, this document should be read in its entirety before deciding what action you should take.

Dated 12 March 2013

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EXPECTED TIMETABLE

2013

Latest time and date for receipt of letters of direction for the General Meeting of IRP	9.45 a.m. on 2 April
Ex dividend date for third interim dividend	3 April
Record date for third interim dividend	5.00 p.m. on 5 April
Latest time and date for receipt of Forms of Proxy for the General Meeting of IRP	9.45 a.m. on 9 April
General Meeting of IRP	9.45 a.m. on 11 April
IPT General Meeting	10.00 a.m. on 11 April
Effective Date of Scheme and IPT in liquidation	11 April
Admission and dealings in the New Shares commence	8.00 a.m. on 12 April
CREST accounts credited in respect of New Shares in uncertificated form	12 April
Certificates for New Shares in certificated form despatched	By 26 April
Payment date for third interim dividend	28 June
Payment of first interim dividend in respect of the New Shares	27 September

Notes:

- (i) The dates set out in the expected timetable above may be adjusted by the Company, in which event details of the new dates will be notified to the UK Listing Authority and the London Stock Exchange, and an announcement will be made through a Regulatory Information Service.
- (ii) All references to time in this document are to time in London.
- (iii) In this document, where the context requires, references to 8 March 2013 should be treated as being references to the latest practicable date prior to publication of this document.

RISK FACTORS

The risk factors set out below are those which are considered by the Company and the Directors to be material as at the date of this document but are not the only risks relating to the Company, IPT, Enlarged IRP or the Ordinary Shares. Additional risks and uncertainties relating to the Company, IPT the Enlarged IRP and/or the Ordinary Shares that are not currently known to the Company and the Directors or that the Directors or the Company do not currently consider to be material may also have a material adverse effect on the Company, IPT and/or the Enlarged IRP. Potential investors should consult their stockbroker, bank manager, solicitor, accountant or other financial adviser before investing in the Company.

Investors should consider the following material risk factors in relation to the Company, IPT, Enlarged IRP and the Ordinary Shares.

RISKS RELATING TO THE PROPOSALS

The Proposals are subject to the satisfaction of a number of conditions

There is no certainty that the Proposals will become effective. The implementation of the Proposals is conditional upon the IPT Resolutions being passed at the IPT General Meeting and the Resolutions being passed at the General Meeting. In the event that the Scheme does not become effective, it is estimated that the costs incurred by IPT and IRP will be in aggregate £750,000. Shareholders and IPT Shareholders will bear the costs of the proposed Scheme in proportion to their respective unaudited net assets as at 31 December 2012 being 46.9 per cent. and 53.1 per cent. respectively.

Risks relating to valuations

The IRP Property Portfolio and the IPT Property Portfolio have been independently valued by the Valuer on the basis of "Market Value" in accordance with the Red Book. In determining Market Value, the Valuer is required to make certain assumptions. Such assumptions may prove to be inaccurate. The valuations of IPT's and the Company's wholly owned properties are opinions of value only as of their valuation date. Market volatility following the date of publication of this document may cause significant changes in the value of the Properties. The value of property is inherently subjective due to the individual nature of each property. There can also be no assurance that these valuations will be reflected in the actual transaction prices, even where any such transactions occur shortly after the relevant valuation date, or that the estimated yield and annual rental income will prove to be attainable.

The value of the IPT Group's properties and the IRP Group's properties may be affected by factors outside of the Company's, IPT's and/or Enlarged IRP's control, including declining demand for industrial, office and retail estate, the attractiveness of property to other investment choices, a further decline in general economic conditions and changing local supply. Currently a significant amount of UK commercial property, and loans secured against UK commercial property, is being held on the balance sheets of certain banks in the UK. As these banks reduce their holdings of UK commercial properties or such properties are sold to repay the loans, this could result in an oversupply of UK commercial property which could have an adverse impact on property valuations and the time taken to dispose of a property. Failure to achieve successful sales of properties in the future at acceptable prices could have an adverse effect on the Company's, IPT's and/or Enlarged IRP's business, financial condition, results of operations, future prospects or the price of the Ordinary Shares.

Limited warranties in relation to the acquisition of the business and assets of IPT

The business and assets of IPT will be acquired from IPT pursuant to the terms of the Transfer Agreement. As the Scheme involves the members' voluntary liquidation of IPT, the Transfer Agreement does not contain any warranties as to the title of IPT to its assets or in relation to the business or properties of IPT or the business, properties or liabilities of the IPT Property Subsidiary. Although the Company has undertaken a due diligence exercise in relation to the IPT Group and the IPT Property Portfolio, the business and assets of IPT will be acquired together with any potential risks and liabilities associated with them, without the Company having any recourse against any person for any undiscovered liabilities or obligations connected with the assets of IPT, including any title defects to the properties in the IPT Property Portfolio. If any such issues arise after completion, Enlarged IRP could be left with unexpected additional liabilities or obligations.

RISKS RELATING TO THE COMPANY

Gearing

Whilst the use of borrowings should enhance the net asset value of the Ordinary Shares where the value of the Company's, IPT's and the Enlarged IRP's underlying assets is rising, it will have the opposite effect where the underlying asset value is falling. In addition, in the event that the rental income of the IRP Property Portfolio, the IPT Property Portfolio or the Combined Portfolio (as the case may be) falls for whatever reason, including tenant defaults, the use of borrowings will increase the impact of such fall on the net revenue of Enlarged IRP and, accordingly, will have an adverse effect on Enlarged IRP's ability to pay dividends to Shareholders.

The New Facility Agreement, contains financial covenants, similar to the IRP Facility Agreement, which will require the Finance Subsidiary to comply with certain financial tests. Although the Company does not believe any such event will occur within the 12 month period from the date of this document, if the Finance Subsidiary is unable to comply with the financial covenants under the New Facility Agreement, the Finance Subsidiary may be required to repay such borrowings in whole or in part together with any attendant costs including prepayment costs and alternative methods of satisfying Enlarged Group's funding requirements may only be available on expensive or onerous terms.

If the Finance Subsidiary is required to repay all or part of its borrowings, it may be required to sell some of the Properties. These Properties may have to be sold at less than their Market Value or at a time, and in circumstances, when the realisation proceeds are reduced because of a downturn in property values generally or because there is limited time to market the Properties. This could result in a reduction in the net asset value of Enlarged IRP and/or hinder the ability of IRP to pay dividends to Shareholders.

There is no certainty that the Finance Subsidiary will be able to refinance the amounts due in respect of the New Facility Agreement on its expected repayment date on 10 January 2017 (i.e. not within the 12 month period from the date of this document), either at all or on acceptable terms which could have a material adverse effect on Enlarged IRP's business and results or operations. The levels of existing loans secured against UK commercial property could reduce the capacity for banks to provide further finance to the IRP Group or to refinance the New Facility in 2017.

PART 1

Letter from the Chairman of the Company

IRP PROPERTY INVESTMENTS LIMITED

(to be renamed F&C UK Real Estate Investments Limited)

(An investment company incorporated in Guernsey with registered number 41870)

Directors

Quentin Spicer (*Chairman*)
Andrew Gulliford
Christopher Sherwell
Christopher Spencer
Giles Weaver

Registered Office

Trafalgar Court
Les Banques
St. Peter Port
Guernsey
GY1 3QL

12 March 2013

Dear Shareholder

Recommended proposals in relation to the acquisition of the business and assets of ISIS Property Trust Limited and Notice of General Meeting

Introduction

On 7 February 2013, the Board and the board of directors of ISIS Property Trust Limited ("IPT") announced that they had reached agreement on the terms of a recommended acquisition of the business and assets of IPT by the Company. The acquisition is to be effected through a voluntary solvent liquidation of IPT and the issue of New Shares by the Company.

Under the Scheme, IPT Shareholders will receive New Shares on the basis of the respective adjusted net asset values of the Company and IPT.

IPT and IRP are both Guernsey incorporated property investment companies which are listed on the premium segment of the UK Listing Authority's Official List and the Channel Islands Stock Exchange. IPT and IRP have identical investment objectives and policies, complementary property businesses and are both managed by F&C Investment Business Limited and F&C REIT Property Asset Management plc.

The Board believes that the merger of the Company with IPT will create a larger and more liquid investment company which will be more attractive to existing and new investors particularly given the significant changes that the UK wealth management sector is currently undergoing.

This document explains the Proposals which, in order to become effective, require certain conditions to be satisfied. These conditions include Shareholder approval at the General Meeting to be held on 11 April 2013 at 9.45 a.m. at Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 3QL.

This document also explains why the Directors believe that the Proposals are in the best interests of Shareholders as a whole. Further details of the Proposals are set out below and in the Prospectus, which is enclosed with this document. The notice convening the General Meeting is set out at the end of this document.

The Scheme

The acquisition of IPT's business and assets (including the IPT Property Subsidiary which holds the IPT Property Portfolio) by the Company will be achieved through a voluntary solvent liquidation of IPT and the issue of New Shares by IRP. In the event that the Scheme becomes effective, it is proposed that the Company change its name to "F&C UK Real Estate Investments Limited".

Upon the liquidation of IPT, the Liquidators will implement the Scheme by distributing IPT's assets (other than an amount estimated by the Liquidators to be sufficient to meet the actual and contingent liabilities of IPT which are not transferred to IRP) to a newly incorporated Guernsey company which is wholly owned by IRP, F&C UK Real Estate Finance Limited, in return for the issue of New Shares to IPT Shareholders. The Scheme will result in the IPT Property Subsidiary being transferred to the Finance Subsidiary and IPT then being wound up.

To the extent that any assets of IPT remain after the satisfaction of all IPT's liabilities, the balance will be paid, in due course, in cash to the Company without any further New Shares being issued in respect of such amounts.

The New Shares will rank *pari passu* with the existing Ordinary Shares save in respect of the third interim dividend. This third interim dividend will be paid on 28 June 2013 to IRP Shareholders on its register as at a record date prior to the Effective Date. Holders of New Shares will not be entitled to this dividend. The first interim dividend paid by Enlarged IRP to all of its Shareholders will be paid in September 2013 in respect of the period from 1 April 2013 to 30 June 2013 at the rate of 1.25p per share.

The Takeover Code will not apply to this transaction, other than in the event of a competing Takeover Code regulated transaction.

Benefits of the Proposals

The Board believes that the Scheme offers significant benefits for all Shareholders as noted below.

- Enlarged IRP is expected to have a market capitalisation (based on the average share prices for the previous 12 months) in excess of £130 million, which should enhance the liquidity in the shares and increase the attractiveness of Enlarged IRP to new investors. Enlarged IRP is therefore expected to be well placed to take advantage of the current changes in the retail distribution market.
- The Scheme will result in a substantial increase in the size of Enlarged IRP's property portfolio to approximately £280 million, which will:
 - diversify further the property and tenant exposure which also provides greater flexibility in respect of certain bank facility covenants;
 - enable Enlarged IRP, over time, to obtain exposure to assets with a larger lot size; and
 - provide complementary geographic and sector exposures whilst maintaining an overweight position in London and the South East.
- There will be a material reduction in the Total Expense Ratio of both IPT and IRP, as a result of fixed costs being spread over a larger asset base and a reduction in the management fees payable to the Managers.

NAVs and property valuation

New Shares will be issued to IPT Shareholders on a NAV for NAV basis. The NAV per IPT Share and the NAV per IRP Share will be calculated as at 31 March 2013 on the basis of the valuation of the respective IPT Property Portfolio and IRP Property Portfolio as at that date.

The NAV of each share will be calculated using each company's respective accounting policies (which are identical). The property valuations will be determined by the independent Valuer, who is the same for both portfolios, and the existing interest rate swap will be valued at fair market value. The NAVs of each of IPT and IRP will be subject to adjustments for any dividends that have been declared with a record date in the period from the date of the calculation of the respective NAVs to the completion of the Scheme.

The existing IPT Facility will be repaid by IRP by drawing down under the New Facility and IPT's existing interest rate swap will be transferred to the Finance Subsidiary at fair market value.

The costs of the proposed Scheme (as set out below) will be borne by all IPT and IRP Shareholders *pro rata* to their shareholdings in IPT and the Company respectively. The calculation of the NAVs will be adjusted for any transaction costs already incurred by the respective companies prior to the calculation of the NAVs.

Illustrative financial effects

Based on the unaudited net asset values per IPT Share and per IRP Share as at 31 December 2012 of 92.8p and 72.0p respectively, adjusted for dividends expected to be paid in respect of the quarter to 31 December 2012 but not yet paid as at that date, an IPT Shareholder would receive 1.29 New Shares in respect of each IPT Share held.

Revised dividend policy and interim dividends

Since launch IRP has followed a policy of paying out dividends which are not fully covered by net rental income. The Board has been considering its dividend policy and, following consultation with larger Shareholders (including certain larger IPT Shareholders), it is proposed that the Company's dividend will be set at a sustainable level, which is expected to be fully covered by its rental income (net of revenue expenses when Enlarged IRP is fully invested).

In the absence of unforeseen circumstances and on the assumption that the Scheme becomes effective, it is expected that the Company's existing dividend of 1.80p per IRP Share per quarter will reduce to 1.25p per IRP Share per quarter with effect from 1 April 2013 (this is not a dividend forecast). This proposed level of dividend would equate to a reduction in the current dividends paid of 30.6 per cent. in respect of an IRP Share and 19.4 per cent. in respect of an IPT Share (based on the illustrative share exchange ratio referred to above in the paragraph headed "Illustrative financial effects"). IRP Shareholders should note that if the Scheme does not become effective, dividends would not be fully covered at these levels by the Company's net rental income and the Board would consider the appropriate level of dividends paid by the Company in the light of the circumstances at that time.

It is intended that IRP will pay an interim dividend in respect of the period up to 31 March 2013 at the current dividend level to ensure that all IPT and IRP Shareholders are treated equally. IRP's third interim dividend (expected to be 1.80p per IRP Share) is expected to be paid in June 2013 to IRP Shareholders on its register as at a record date prior to the Effective Date. Accordingly, the first interim dividend paid by Enlarged IRP to all Shareholders will be paid in September 2013 in respect of the period from 1 April 2013 to 30 June 2013 at the rate of 1.25p per share.

Reduction in management fees

F&C Investment Business Limited will continue as the investment manager of Enlarged IRP and F&C REIT Property Asset Management plc will also continue as the property manager. In connection with the Scheme, the Investment Manager has agreed to reduce its basic management fee from 0.70 per cent. per annum of IRP's Total Assets to a basic management fee of 0.60 per cent. per annum of the Total Assets of Enlarged IRP (which is the level of the basic management fee currently paid by IPT).

In addition, the Investment Manager will be entitled to a performance fee of 15 per cent. of the amount by which the total return of Enlarged IRP's directly held properties exceeds 115 per cent. of the total return on the IPD Quarterly and Monthly Funds Index.

The performance fee will be measured over a rolling three year period, commencing from the Effective Date, and the total fees payable in any financial year will be capped at 0.75 per cent. of Average Total Assets. The first payment of the performance fee, if earned, will be due in respect of the period from the Effective Date to 30 June 2014, subject to claw back to the extent that its property portfolio underperforms over the following two financial years.

The Investment Manager also currently receives an administration fee from IPT and IRP of £63,000 and £73,000 respectively (both of which increase annually in line with inflation). If the Scheme becomes effective, the Investment Manager will receive an administration fee from Enlarged IRP of £100,000 per annum which will increase annually in line with inflation.

The Property Manager's fees will continue to be payable out of the investment management fees.

Borrowings

Gearing policy

The Company has the power under the Articles to borrow an amount up to 65 per cent. of the IRP Group's gross assets (as defined in the Articles) at the time of borrowing. The Company's investment policy provides that gearing, represented by borrowings as a percentage of investment properties may not exceed 60 per cent. However, the Board currently intends that borrowings at the time of draw down will be limited to a maximum of 40 per cent. of total assets.

Current borrowings

The Company currently has the IRP Facility under which it is entitled to draw down an aggregate principal amount of £75 million, of which £68 million was drawn down as at 28 February 2013.

The IRP Facility is repayable on 10 January 2017. Interest on the IRP Facility is payable at a rate equal to the aggregate of LIBOR, mandatory costs of the Bank and a margin of 0.45 per cent. per annum if the loan to value percentage is 40 per cent. or less. If the loan to value percentage is between 40 per cent. and 50 per cent. or between 50 per cent. and 60 per cent. the margin would be calculated at 47.5 bps or 55 bps per annum respectively. On 10 January 2007 the Company entered into an interest rate swap agreement with the Bank which fixed the aggregate interest rate, excluding the margin, at 5.55 per cent. per annum on the £60 million of the amount drawn down for the remaining term of the IRP Facility. The IRP Facility is secured by fixed and floating charges over the assets of the Company and Property Subsidiary.

The New Facility

The implementation of the Scheme required the consent of Lloyds TSB Bank plc in respect of both the IPT Facility and the IRP Facility. The Bank has agreed to consent to the implementation of the Scheme and it has agreed to replace the existing IPT Facility and IRP Facility with a new term and revolving credit loan facility. The borrower under the New Facility will be the Finance Subsidiary.

The New Facility will permit a maximum amount of £115 million to be drawn down. The existing interest rate swaps, which fix the interest payable in respect of £100 million in aggregate of the existing borrowings, will be novated to the Finance Subsidiary without any amendments to their commercial terms or additional cost. As a condition of obtaining the consent of the Bank to the Scheme, the margin under the New Facility with £110 million drawn down will increase by 0.18 per cent. per annum (based on the current loan to value and drawn down amounts) giving a fixed interest rate payable on £100 million of the New Facility of 5.75 per cent. per annum (including the margin increase referred to above) and a floating rate which is currently around 1 per cent. per annum on the balance. The New Facility will be repayable on 10 January 2017, the same repayment date as applies under the existing IPT Facility and IRP Facility. The other terms of the New Facility and related security and finance documents will be substantially similar to the terms of the existing IPT Facility and IRP Facility.

The New Facility is conditional on certain conditions precedent including, *inter alia*, the Scheme becoming effective and the property holding subsidiaries of both IPT and IRP becoming wholly owned subsidiaries of the Finance Subsidiary.

Enlarged IRP will not be a party to, or guarantor of, the New Facility.

Costs and expenses of the Scheme

It is estimated that the costs of the Scheme incurred by IPT and IRP will in aggregate be approximately £800,000, which is approximately 0.5 per cent. of the estimated net assets of Enlarged IRP.

In the event that the Scheme does not become effective, it is estimated that the costs incurred by IPT and IRP will be in aggregate approximately £750,000. IPT and IRP have agreed to bear these costs in proportion to their respective unaudited net asset values as at 31 December 2012, being 46.9 per cent. and 53.1 per cent. respectively.

Directors and Proposed Directors

It is intended that Graham Harrison, Vikram Lall and Michael Soames from the IPT Board will join the Board on the Effective Date and that Christopher Spencer and Giles Weaver will resign from the Board. Quentin Spicer will remain as Chairman.

Information on IPT, the Company and the Combined Portfolio

IPT

IPT is an authorised closed-ended investment company whose investment objective is to provide IPT Shareholders with an attractive level of income together with the potential for capital and income growth from investing in a diversified UK commercial property portfolio.

The IPT Property Portfolio currently comprises 23 properties with an aggregate Market Value, as determined by the Valuer, of £118.9 million. The IPT Property Portfolio generates a current net annual rent of approximately £8.6 million (being a net initial yield of 6.8 per cent.).

The Company

The IRP Property Portfolio currently comprises 33 properties with an aggregate Market Value, as determined by the Valuer, of £157.9 million. The IRP Property Portfolio generates a current net annual rent of approximately £11.5 million (being a net initial yield of 6.9 per cent.).

The Combined Portfolio

In the event that the Scheme becomes effective, Enlarged IRP will hold the Combined Portfolio comprising 56 properties with an aggregate Market Value of £276.8 million (on the basis of the valuations, as determined by the Valuer, of the IRP Property Portfolio and the IPT Property Portfolio). The Combined Portfolio would generate a current net annual rent of approximately £20.1 million (being a net initial yield of 6.9 per cent.).

Further details of the IPT Property Portfolio, IRP Property Portfolio and the Combined Portfolio are set out in Part III of the Prospectus. The valuation report, prepared by the Valuer, of the IRP Property Portfolio and the IPT Property Portfolio are set out in Part IV of the Prospectus.

New Name

In the event that the Scheme becomes effective, it is proposed that the Company change its name to “F&C UK Real Estate Investments Limited”. In accordance with the Law, a special resolution will therefore be proposed, at the General Meeting conditional on passing of Resolution 1, to approve the change of name.

General Meeting

The Proposals are conditional, *inter alia*, on the approval of Shareholders. You will find set out at the end of this document a notice convening a General Meeting of the Company to be held at 9.45 a.m. on 11 April 2013 at Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 3QL at which two Resolutions will be proposed.

The Listing Rules require the Company to seek Shareholder approval for the Acquisition. An ordinary resolution will therefore be proposed to approve the Acquisition. This resolution will require the approval of a simple majority of the votes cast in respect of it.

Resolution 2, if approved will change the name of the Company to “F&C UK Real Estate Investments Limited”. This resolution will be proposed as a special resolution requiring the approval of at least 75 per cent. of the votes cast in respect of it.

Shareholder support

The Board and the IPT Board and their advisers have consulted with a number of Shareholders and IPT Shareholders respectively to ascertain their views on the Proposals and they have indicated that they are supportive of these Proposals.

Action to be taken by Shareholders

You will find enclosed with this document a Form of Proxy for use at the General Meeting. Whether or not you intend to be present at the General Meeting, you are requested to complete the Form of Proxy in accordance with the instructions printed on it and return it to Computershare Investor Services (Jersey) Limited, c/o The Pavilions, Bridgwater Road, Bristol BS99 6ZY so as to be received as soon as possible and, in any event, not later than 9.45 a.m. on 9 April 2013. The completion and return of the Form of Proxy will not preclude you from attending the General Meeting. If you have appointed a proxy and attend the meeting in person your proxy appointment will remain valid and you may not vote at the meeting in person unless you have provided a hard copy notice to revoke the proxy to Computershare Investor Services (Jersey) Limited, c/o The Pavilions, Bridgwater Road, Bristol BS99 6ZY not less than 48 hours (excluding any part of a day that is not a Working Day) prior to the commencement of the General Meeting as set out above.

Recommendation and independent advice

The Board, which has been so advised by Dickson Minto W.S., believes that the Resolutions are in the best interests of Shareholders as a whole. In providing its advice, Dickson Minto W.S., has taken into account the Board's commercial assessments of the Proposals.

Accordingly the Board unanimously recommends that Shareholders vote in favour of the Resolutions to be proposed at the General Meeting. The Directors intend to vote in favour of the Resolutions, in respect of their own beneficial holdings amounting in aggregate to 472,030 Ordinary Shares (representing 0.43 per cent. of the Company's issued share capital).

Yours faithfully

Quentin Spicer
Chairman

PART 2

Further details of the Proposals

1. Approval and implementation of the Proposals

- 1.1. To become effective, the Scheme requires, amongst other things, the following events to occur:
 - the passing of special resolutions of IPT (requiring approval by 75 per cent. of the votes cast in respect of it by IPT Shareholders in attendance at the IPT General Meeting) approving amendments to its articles of association to facilitate the Proposals, to wind up IPT and to appoint the Liquidators;
 - the passing of an ordinary resolution of IRP (requiring approval by a simple majority of the votes cast in respect of it by IRP Shareholders in attendance at the General Meeting) approving the acquisition of the assets of IPT pursuant to the Scheme;
 - the UKLA, having acknowledged to the Company or its agent (and such acknowledgement not having been withdrawn) that the application for the admission of the New Shares to the Official List with a premium listing has been approved and (after satisfaction of any conditions to which such approval is expressed to be subject ("listing conditions")) will become effective as soon as dealing notice has been issued by the Financial Services Authority and any listing conditions having been satisfied and the London Stock Exchange and the CISX having acknowledged to the Company or its agent (and such acknowledgement not having been withdrawn) that the New Shares will be admitted to trading, subject only to allotment; and
 - the IRP Board and the IPT Board not resolving to abandon the Scheme.
- 1.2. The Resolutions to be proposed at the General Meeting are set out in the notice convening the General Meeting at the end of this document. If these necessary Resolutions are passed at the General Meeting and the other conditions of the Scheme are satisfied, it is expected that the Scheme will become effective on 11 April 2013.
- 1.3. Subject to the requirements of the Listing Rules, any of the conditions referred to above may be waived by the Company and IPT jointly (or, where appropriate, by the party for whose benefit the relevant condition exists), in whole or in part, on or before 30 April 2013. The Scheme will only become effective if all of the conditions referred to above are satisfied or waived (as the case may be) on or before 30 April 2013.
- 1.4. The Company, the Finance Subsidiary, the Liquidators, IPT and the Investment Manager have each undertaken to enter into the Transfer Agreement and use their respective reasonable endeavours to implement the Scheme in accordance with its terms provided that the above conditions are satisfied.
- 1.5. Subject to the Scheme becoming effective, IPT's entire undertaking and assets (other than an amount estimated by the Liquidators to be sufficient to meet the actual and contingent liabilities of the Company) will be transferred to the Finance Subsidiary. The consideration for this transfer will be New Shares which are to be issued by IRP to IPT Shareholders. To the extent that any assets of IPT remain after the satisfaction of all IPT's liabilities, the balance will be paid, in due course, in cash to IRP without any further New Shares being issued in respect of such amounts.

2. New Share dealings

- 2.1. Applications will be made to the UK Listing Authority and the London Stock Exchange for admission of the New Shares to the Official List and to trading on the main market of the London Stock Exchange. If the Scheme becomes effective, it is expected that the New Shares will be issued credited as fully paid on 12 April 2013 and that the admission of such shares will become effective and dealings will begin on 12 April 2013.

2.2. The ISIN (International Securities Identification Number) code of the New Shares will be GB00B012T521.

3. Tax Clearance

The IPT Board has been advised that the Scheme should be treated as a scheme of reconstruction for the purposes of UK taxation of capital gains. Clearance has been granted by HMRC under section 138 of the Taxation of Chargeable Gains Act 1992 that such treatment under section 136 of that Act will not be prevented from applying to the Scheme by virtue of section 137 of that Act. HMRC has also confirmed that no notice under section 698 of the Income Tax Act 2007 or section 746 of the Corporation Tax Act 2010 (cancellation of tax advantages from certain transactions in securities) ought to be given in respect of the Scheme.

4. Overseas IPT Shareholders

The availability of the Scheme to IPT Shareholders who are not resident in the United Kingdom, the Channel Islands or the Isle of Man may be affected by the laws of their relevant jurisdiction (the "Overseas IPT Shareholders"). The New Shares to which such Overseas IPT Shareholders would become entitled pursuant to the Scheme shall be allotted and issued to the Liquidators (or their nominee) on terms that they shall be sold on behalf of such shareholder as soon as reasonably practicable with such shareholder entitled to receive the net cash proceeds of sale, in pounds sterling, at the risk of such shareholder.

PART 3

Additional information

1. Responsibility

The Directors, whose names appear on page 6 of this document, and the Company each accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Company and the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Incorporation and registered office

The Company is a closed-ended investment company and was incorporated with the limited liability in Guernsey under The Companies (Guernsey) Law, 1994 with registered number 41870 on 10 May 2004. The Company operates under the Law and regulations made under the Law and its registered office is Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 3QL (Telephone number: 01481 745 001). The Company has received authorisation as an authorised closed-ended investment scheme from GFSC under section 8 of the POI Law and the Rules. The Company is regulated by the GFSC. As the Ordinary Shares are admitted to the Official List, the Company is required to comply with the Listing Rules, the Disclosure and Transparency Rules and the Prospectus Rules.

3. Share capital

The share capital of the Company comprises an unlimited number of shares of 1p each. The issued share capital of the Company (all of which will be fully paid-up) as at the date of this document and the issued share capital of Enlarged IRP immediately following implementation of the Issue and Admission (on the assumption that 97,588,500 New Shares are issued pursuant to the Proposals) will be as follows:

	<i>Issued and fully paid</i>	
	<i>Number of Ordinary Shares</i>	<i>Nominal</i>
<i>As at the date of this document</i>		
Ordinary Shares	110,500,000	£1,105,000
<i>Immediately following the Issue and Admission</i>		
Ordinary Shares	208,088,500	£2,080,885

4. Substantial share interests

As at 8 March 2013, the total voting rights attributable to the Ordinary Shares were 110,500,000 and, on the basis of the assumptions set out below will, following the Issue and Admission be 208,088,500, and the notifiable holdings of voting rights in respect of the Ordinary Shares, so far as known by the Company by reference to the notifications made pursuant to Chapter 5 of the Disclosure and Transparency Rules, were as follows:

	<i>Number of Ordinary Shares as at 8 March 2013⁽²⁾⁽³⁾</i>	<i>Percentage of current issued Ordinary Shares⁽¹⁾⁽²⁾⁽³⁾</i>	<i>Number of New Shares to be acquired under the Proposals⁽¹⁾</i>	<i>Percentage of issued Ordinary Shares following Admission⁽¹⁾</i>
F&C Asset Management plc	17,506,000	15.84%	21,024,097	18.52%
Lloyds Banking Group plc	8,838,780	8.00%	14,467,529	11.20%
Deutsche Bank AG	8,824,043	7.99%	8,781,694	8.46%
Rathbone Brothers plc	5,490,325	4.97%	nil	2.64%
Investec Wealth & Investors	3,395,311	3.07%	2,633,373	2.90%

Notes:

- (1) In compiling the above table of interests it has been assumed that 1.29 New Shares are issued for each IPT Share held by the IPT Shareholders. In these circumstances, 97,588,500 New Shares would be issued pursuant to the Scheme. For the purposes of the above table of interests it has been assumed that Rathbone Brothers plc does not hold any IPT Shares.
- (2) The number of Ordinary Shares stated in the above table in which Lloyds Banking Group plc (8,838,780) and Deutsche Bank AG (8,824,043) have an interest includes 5,000,000 Ordinary Shares owned by Deutsche Bank AG but managed by Lloyds Banking Group plc.
- (3) 8,756,687 of the Ordinary Shares held by Lloyds Banking Group plc (representing approximately 7.92% of the Company's issued share capital) are under the control of Scottish Widows Investment Partnership Ltd. All of the issued share capital of Scottish Widows Investment Partnership Ltd is ultimately owned by Lloyds Banking Group plc.

5. Significant change

- 5.1. Since 31 December 2012 (being the end of the last financial period of the Company for which unaudited financial information has been published), there has been no significant change in the financial or trading position of IRP Group.
- 5.2. Since 30 June 2012 (being the end of the last financial period of IPT for which unaudited financial information has been published), there has been no significant change in the financial or trading position of the IPT Group.

6. Management, employees and continuation of business

- 6.1. The Company has no employees. Its investment manager is F&C Investment Business Limited and its property manager is F&C REIT Property Asset Management plc.
- 6.2. The Directors intend to conduct the business of the Company as an investment company in accordance with its investment policy from time to time and there are no plans to redeploy its fixed assets or to introduce any substantial changes in its business or management.

7. Material contracts

7.1. IRP Group

The following contracts (not being contracts entered into in the ordinary course of business), have been entered into by members of the IRP Group: (i) within the two years immediately preceding the date of this document and are, or may be, material to the IRP Group; or (ii) which contain provisions under which any member of the IRP Group has any obligation or entitlement which is, or may be, material to the IRP Group as at the date of this document.

- 7.1.1. The Investment Management Agreement pursuant to which the Investment Manager is appointed to act as investment manager of the IRP Group, to manage the assets of the IRP Group in accordance with the investment policy of the Company and to implement the borrowing policy from time to time approved by the Directors. Under the terms of the Investment Management Agreement, subject to the overall supervision of the Directors and certain transactional limits as set by the Board from time to time, the Investment

Manager has discretion to buy, sell, retain, lease or otherwise deal in property assets make cash desposits, take all day to day decisions and otherwise act as the Investment Manager judges appropriate in relation to the management of the IRP Group's property or other assets. Under the terms of the Investment Management Agreement, the Investment Manager has also agreed to provide certain administrative services to the IRP Group. The Investment Manager shall be entitled to receive a quarterly fee (payable in arrears) from the Company at the rate of 0.175 per cent. of the Total Assets including cash held by the Company provided that no fee is payable on any cash held in excess of 5 per cent. of the net assets of the Company at the close of business on the relevant Valuation Date plus an administration fee of £73,000 per annum currently (which increases in line with inflation). The IRP Group shall pay insurance premiums and all commission will accrue to the Investment Manager. The Investment Manager is entitled to delegate any of its duties under the Investment Management Agreement to its associates. Under the terms of the Investment Management Agreement, the Investment Manager has agreed to act in good faith and with the reasonable skill and diligence expected of a competent and prudent property investment manager and to act in the best interests of the IRP Group. The Investment Management Agreement contains an unlimited indemnity in favour of the Investment Manager against claims by third parties except to the extent that the claim is due to a breach by the Investment Manager of the Investment Management Agreement or to the negligence, wilful default or fraud of the Investment Manager or any party to whom the Investment Manager has delegated any of its functions. The Investment Management Agreement may be terminated by any party giving to the others not less than six months' notice or otherwise forthwith in circumstances, *inter alia*, where one of the parties has a receiver appointed over its assets or if an order is made or an effective resolution passed for the winding up of one of the parties or if the Investment Manager is the subject of a change of control. The Investment Manager has agreed to delegate the property management function under the Investment Management Agreement to F&C REIT Property Asset Management plc. The delegation is without prejudice to any rights of the IRP Group against the Investment Manager under the Investment Management Agreement. The fees of the Property Manager are payable out of the investment management fee.

- 7.1.2. F&C Investment Business Limited will continue as the investment manager of Enlarged IRP. In connection with the Scheme, the Investment Manager, the Company and Property Subsidiary have entered into a supplemental investment management agreement to the Investment Management Agreement dated 12 March 2013. Under the terms of the Supplemental Investment Management Agreement, the Investment Manager has agreed to reduce its basic management fee from 0.70 per cent. per annum of Total Assets to a basic management fee of 0.60 per cent. per annum on the Total Assets of Enlarged IRP (which is the level of the basic management fee currently paid by IPT).

In addition, the Investment Manager will be entitled to a performance fee of 15 per cent. of the amount by which the total return of Enlarged IRP's directly held properties exceeds 115 per cent. of the total return on the IPD Quarterly and Monthly Funds Index.

The performance fee will be measured over a rolling three year period, commencing from the Effective Date, and the total fees payable in any financial year will be capped at 0.75 per cent. of Average Total Assets. The first payment of the performance fee, if earned, will be due in respect of the period from the Effective Date to 30 June 2014, subject to claw back to the extent that its property portfolio underperforms over the following two financial years.

- 7.1.3. By the IRP Facility Agreement, Lloyds TSB Bank plc agreed to make available to IRP a term facility of up to £75 million. Interest is payable by IRP at a rate equal to the aggregate of LIBOR, mandatory costs of the Bank and a margin. The applicable margin depends on the percentage of all loans made available to IRP under the IRP Facility Agreement to the "Gross Secured Assets Value" expressed as a percentage (the "LTV Percentage").

The IRP Facility Agreement contains financial covenants which require the Company to comply with financial tests to ensure that (i) the LTV Percentage does not exceed 60 per

cent.; and (ii) the adjusted net rental income is not less than 150 per cent. of the amount of finance costs (including interest payable and all related costs and expenses) payable under the IRP Facility Agreement over the period the adjusted net rental income is calculated.

The IRP Facility Agreement also contains certain other covenants which, among other things, cover restrictions on (i) the creation of security (with permitted exceptions); (ii) other financial indebtedness (with permitted exceptions); (iii) the disposal of assets (with permitted exceptions); (iv) mergers; and (v) change of business. It also contains customary events of default upon the occurrence of which the Bank may terminate and demand repayment of all amounts outstanding under the IRP Facility Agreement. The consents required from the Bank under the IRP Facility Agreement to implement the Proposals have been obtained.

The IRP Facility is secured by fixed and floating charges over the assets of certain members of the IRP Group. Under the IRP Facility Agreement, the Company is permitted to purchase its own shares without requiring the Bank's consent provided that it can demonstrate that after such redemption the LTV Percentage will continue to be below 50 per cent.

- 7.1.4. By a letter of undertaking dated 12 March 2013 from the Company to IPT, the Finance Subsidiary, the Investment Manager and the Liquidators, the Company has irrevocably undertaken, in connection with the Scheme, to enter into a Transfer Agreement between the Company, the Liquidators (in their personal capacity and on behalf of IPT), the Finance Subsidiary, the Investment Manager and IPT as soon as is practicable on the Effective Date, pursuant to which part of the undertaking and assets of IPT will be transferred to the Finance Subsidiary in consideration for the issue of New Shares to IPT Shareholders. The Liquidators will retain an amount estimated by the Liquidators to be sufficient to meet the actual and contingent liabilities of IPT. Under the Transfer Agreement, each of the parties will undertake to use its or his respective reasonable endeavours to implement the Scheme, provided that the conditions to the Transfer Agreement have been satisfied. Under the terms of the Transfer Agreement, the Company will agree to indemnify and hold harmless each of IPT and the Liquidators, in terms customarily given in an agreement of this nature, against any unknown liabilities of IPT, to the extent that the amount estimated by the Liquidators to be sufficient liabilities of IPT up to a capped amount of £75,000.

7.2. *IPT Group*

The following contracts (not being contracts entered into in the ordinary course of business), have been entered into by members of the IPT Group: (i) within the two years immediately preceding the date of this document and are, or may be, material to the IPT Group; or (ii) which contain provisions under which any member of the IPT Group has any obligation or entitlement which is, or may be, material to the IPT Group as at the date of this document.

- 7.2.1. An agreement dated 10 October 2003 between IPT, the IPT Property Subsidiary and the Investment Manager under which the Investment Manager provides management services to IPT and the IPT Property Subsidiary (as amended on 3 September 2009). Pursuant to the IPT Investment Management Agreement, the Investment Manager is appointed to act as investment manager of the IPT Group, to manage the assets of the IPT Group in accordance with the investment policy of the IPT Group or any part of it, as relevant and to implement the borrowing policy from time to time of the IPT Group. Under the terms of the IPT Investment Management Agreement, subject to the overall supervision of and directions from the IPT Directors, the Investment Manager has discretion to buy, sell, retain, manage, lease, exchange or otherwise deal in property assets and indirect property related assets of the IPT Group. Under the terms of the IPT Investment Management Agreement, the Investment Manager has also agreed to provide certain administrative services to the IPT Group.

Under the IPT Investment Management Agreement, the Investment Manager receives an aggregate base management fee from the IPT Group, payable quarterly in arrears, in an amount equal to 0.60 per cent. of the invested assets and 0.15 per cent. on cash held less

current liabilities. The Investment Manager is also entitled to a performance fee equal to 20 per cent. of the amount by which the total return on the directly held properties of the IPT Group exceeds 120 per cent. of the total return on the benchmark and multiplied by the IPT Group's average total assets, as adjusted, over the relevant performance period (excluding any indirect property funds or listed investments of the IPT Group). The benchmark for measuring the comparative performance of directly held properties is the IPD total return on direct UK commercial property held by all quarterly and monthly measured funds in the IPD Universe. The performance fee payable in respect of the relevant financial year is capped at an amount which, when added to the aggregate base management fee payable in each financial year, equals 0.85 per cent. of the Average Total Assets during the relevant financial year. Performance fees in excess of this capped return can be carried forward for up to two subsequent financial years subject to the 0.85 per cent. cap. The performance fee is measured over a rolling three year period and the performance fee payable in respect of any one financial year is equal to the total performance fee earned over that three year period less any performance fees already paid in the previous two years. In the event that the amount already paid in the previous two years is in excess of the amount earned over the rolling three year period, such excess shall be repaid to the IPT Group by the Investment Manager.

The Investment Manager is also entitled to an administration fee of £63,000 per annum currently (which increases annually in line with inflation), payable quarterly in arrears. The fees of the Property Manager are payable by the Investment Manager out of the investment managers fees.

The IPT Investment Management Agreement may be terminated by any party giving to the other not less than six months' notice, or otherwise forthwith in circumstances, *inter alia*, where the Investment Manager has a receiver appointed over its assets or if an order is made or an effective resolution passed for the winding up of the Investment Manager or if the Investment Manager or any holding company or undertaking of the Investment Manager is the subject of any change of control which has not been consented to by the IPT Board or if the Investment Manager commits a material breach of its obligations under the IPT Investment Management Agreement. The IPT Investment Management Agreement may also be terminated by the IPT Group on less than six months' notice upon payment of compensation to the Investment Manager.

The Investment Manager has agreed to delegate the property management function under the IPT Investment Management Agreement to F&C REIT Property Asset Management plc. The delegation is without prejudice to any rights of the IPT Group against the Investment Manager under the IPT Investment Management Agreements.

7.2.2. By a letter of undertaking dated 12 March 2013 from IPT to the Company, the Finance Subsidiary, the Investment Manager and the Liquidators, IPT has irrevocably undertaken, in connection with the Scheme, to enter into the Transfer Agreement, further details of which are set out in paragraph 7.1.4 of this Part 3.

7.2.3. By the IPT Facility Agreement, Lloyds TSB Bank Plc has agreed to make available a term facility of up to £50 million. Interest is payable by IPT at a rate equal to the aggregate of LIBOR, mandatory costs of the Bank and a margin. The applicable margin depends on the percentage of all loans made available to IPT under the IPT Facility Agreement to the "Gross Secured Assets Value" expressed as a percentage (the "LTV Percentage").

The IPT Facility Agreement contains financial covenants which require IPT to comply with financial tests to ensure that (i) the LTV Percentage does not exceed 60 per cent.; and (ii) the adjusted net rental income is not less than 150 per cent. of the amount of finance costs (including interest payable and all related costs and expenses) payable under the IPT Facility Agreement over the period the adjusted net rental income is calculated.

The IPT Facility Agreement also contains certain other covenants which, among other things, cover restrictions on (i) the creation of security (with permitted exceptions); (ii) other financial indebtedness (with permitted exceptions); (iii) the disposal of assets (with permitted exceptions); (iv) mergers; and (v) change of business. It also contains customary

events of default upon the occurrence of which the Bank may terminate and demand repayment of all amounts outstanding under the IPT Facility Agreement. The consents required from the Bank under the IPT Facility Agreement to implement the Proposals have been obtained.

The IPT Facility is secured by fixed and floating charges over the assets of certain members of the IPT Group. Under the IPT Facility Agreement, IPT is permitted to purchase its own shares without requiring the Bank's consent provided that it can demonstrate that after such redemption the LTV Percentage will continue to be below 50 per cent.

7.3. *The New Facility Agreement*

By the New Facility Agreement, Lloyds TSB Bank plc has agreed to make available term and revolving credit facilities of up to an aggregate amount of £115 million to assist in funding the Proposals and for general working capital purposes. Interest is payable by Finance Subsidiary at a rate equal to the aggregate of LIBOR, mandatory costs of the Bank and a margin. A term facility of £12.5 million and a revolving credit facility of up to £102.5 million are provided. The applicable margin in respect of the revolving credit facility depends on the percentage of all loans made available to Finance Subsidiary under the New Facility Agreement to the "Gross Secured Assets Value" expressed as a percentage (the "LTV Percentage"). The existing interest rate swaps which fix the interest payable in respect of £100 million in aggregate of the existing IRP and IPT Facility will be novated to the Finance Subsidiary without any amendments to their commercial terms or additional cost. The margin under the New Facility with £110 million drawn down will increase by 0.18 per cent. per annum (based on the current loan to value and drawn down amounts) giving a fixed interest rate payable on £100 million of the New Facility of 5.75 per cent. (including the margin increase referred to above) and a floating rate which is currently around 1 per cent. per annum on the balance. The New Facility will be repayable on 10 January 2017, the same repayment date as applies under the existing IRP Facility and IPT Facility. The other terms of the New Facility and related security and finance documents will be substantially similar to the terms of the existing IPT Facility and IRP Facility.

The New Facility Agreement contains financial covenants which require the Company to comply with financial tests to ensure that (i) the LTV Percentage does not exceed 60 per cent.; and (ii) the adjusted net rental income is not less than 150 per cent. of the amount of finance costs (including interest payable and all related costs and expenses) payable under the New Facility Agreement over the period the adjusted net rental income is calculated.

The New Facility Agreement also contains certain other covenants which, among other things, cover restrictions on (i) the creation of security (with permitted exceptions); (ii) other financial indebtedness (with permitted exceptions); (iii) the disposal of assets (with permitted exceptions); (iv) mergers; and (v) change of business. It also contains customary events of default upon the occurrence of which the Bank may terminate and demand repayment of all amounts outstanding under the New Facility Agreement.

The New Facility is to be secured by fixed and floating charges over the assets of the Finance Subsidiary, the Property Subsidiary and the IPT Property Subsidiary (which will, subject to the Scheme becoming effective, be wholly owned by the Finance Subsidiary). Under the New Facility Agreement, the Company is permitted to purchase its own shares without requiring the Bank's consent provided that it can demonstrate that after such redemption the LTV Percentage will continue to be below 50 per cent.

8. **Service contracts**

- 8.1. None of the Directors have service contracts with the Company. Each of Quentin Spicer, Andrew Gulliford, Christopher Sherwell, Christopher Spencer and Giles Weaver has entered into a letter of appointment with the Company dated 10 May 2004. The letters of appointment provide that after an initial period of service, which commenced on 10 May 2004 and expired at the first annual general meeting of the Company, the Directors' appointments and re-appointments are subject to the Memorandum and Articles from time to time (including those provisions for retirement by rotation and early cessation). The Board has decided that all of the Directors shall retire annually at each annual general meeting of the Company. The Company has the right to

terminate each appointment without compensation if the relevant Director is required to vacate office in accordance with the Articles and/or the Law and, subject thereto, the letters of appointment do not contain any contractual provisions regarding the compensation which would be payable upon early termination by the Company. None of the Directors receive any pension benefits from the Company, nor do they participate in any bonus or incentive schemes. Accordingly, there are no amounts set aside or accrued by the Company to provide pension, retirement or similar benefits to the Directors.

- 8.2. Each of the Proposed Directors has agreed to enter into a letter of appointment with the Company conditional upon the Scheme becoming effective. The letters of appointment for the Proposed Directors will be substantially the same terms as the letters of the Directors as described in paragraph 8.1 of this Part 3.

9. Directors, Proposed Directors and their interests in IRP Shares

- 9.1. As at the date of this document and immediately following Admission, other than as disclosed in paragraph 9.2 of this Part 3, there are no interests of any Director or any Proposed Director including any connected persons by any Director or any Proposed Director, the existence of which is known to, or could with reasonable diligence be ascertained by, that Director or any Proposed Director whether or not held through another party, in the share capital of the Company or any options in respect of such capital.
- 9.2. The Directors do not have any options over any Ordinary Shares. As at 8 March 2013 (the latest practicable date prior to the publication of this document) the Directors and Proposed Directors have the following numbers of Ordinary Shares all of which are beneficially held:

<i>Name</i>	<i>Number of Ordinary Shares as at 8 March 2013</i>	<i>Number of New Shares to be acquired under the Proposals</i>	<i>Percentage of issued Ordinary Shares following the Issue and Admission</i>
Quentin Spicer	220,000	Nil	0.11%
Andrew Gulliford	144,030	Nil	0.07%
Christopher Sherwell	20,000	Nil	0.01%
Christopher Spencer	38,000	Nil	0.02%
Giles Weaver	50,000	Nil	0.02%
Graham Harrison	10,000	12,900	0.01%
Vikram Lall	47,000	90,300	0.07%
Michael Soames	20,000	54,180	0.04%

10. Related party transactions

The Company was not a party to, nor had any interest in, any related party transaction (as defined in the Standards adopted according to the Regulation (EC) No 1606/2002) at any time during the three financial periods ended 30 June 2012 in respect of which the Company has published statutory accounts, or during the period from 31 December 2012 to the date of this document except that the Company is a party to the Investment Management Agreement and the Supplemental Investment Management Agreement.

11. Dealings in Ordinary Shares

It is expected that the New Shares will be issued in accordance with the Law and pursuant to a resolution of the Board on 11 April 2013 subject to the Admission Condition being satisfied. It is expected that these New Shares will be admitted to listing on the Official List and to trading on the Main Market and dealings in such shares will commence on 12 April 2013. A total number of up to 97,588,500 New Shares may be issued. Fractions of New Shares will not be issued. The New Shares will be issued in registered form and will be capable of being held in certificated or uncertificated form. Pending the issue of definitive certificates in respect of the New Shares, transfers will be certified against the register.

12. Consent

Dickson Minto W.S., which is authorised and regulated by the Financial Services Authority, has given and has not withdrawn its consent to the inclusion herein of its name and the reference to it in the form and context in which they appear.

13. Guernsey regulatory requirements

The Company has received authorisation as an authorised closed-ended investment scheme by the GFSC under section 8 of the POI Law and the Rules. Notification of the Proposals have been given to the GFSC pursuant to Part 5 of the Rules.

14. Litigation

- 14.1 There are no governmental, legal or arbitration proceedings (including in so far as the Company is aware any governmental, legal or arbitration proceedings which are pending or threatened) during the period covering at least the previous 12 months which may have, or have had in the recent past significant effects on the Company and/or the IRP Group's and/or which may have significant effects on Enlarged IRP Group's financial position or profitability.
- 14.2 There are no governmental, legal or arbitration proceedings (including in so far as the Company is aware any governmental, legal or arbitration proceedings which are pending or threatened) during the period covering at least the previous 12 months which may have, or have had in the recent past a significant effect on IPT and/or the IPT Group's financial position or profitability.

15. Working capital

The Company is of the opinion that the working capital available to the Enlarged IRP Group is sufficient for its present requirements, that is, for at least the 12 months from the date of this document.

16. Accounting policies

The accounting policies of IPT are identical to the accounting policies of the Company and no material adjustment needs to be made to IPT's financial information to achieve consistency with the Company's accounting policies.

17. Takeover Code restrictions on share buy backs

Under Rule 9 of the Takeover Code, any person who acquires, whether by a series of transactions over a period of time or not, an interest in shares (as defined in the Takeover Code) which when taken together with shares already held by him or held or acquired by persons acting in concert with him, carry 30 per cent. or more of the voting rights of a company which is subject to the Takeover Code, or who is interested in shares carrying 30 per cent. or more of the voting rights but who does not hold shares carrying more than 50 per cent. of the voting rights of such a company and who acquires an interest in any additional shares carrying voting rights of that company is normally required to make a general cash offer to all the remaining shareholders of the company to acquire their equity shares and transferable securities carrying voting rights in the company. An offer under Rule 9 of the Takeover Code must be in cash at the highest price paid by the person or the group of persons acting in concert in the preceding 12 months. Rule 37 of the Takeover Code extends this principle so that, when a company purchases its own voting shares, any resulting increase in the percentage of shares carrying voting rights which a person or group of persons acting in concert is interested will be treated as an acquisition for the purposes of Rule 9 of the Takeover Code (although a shareholder who is neither a director nor acting in concert with a director will not normally incur an obligation to make an offer under Rule 9 of the Takeover Code).

18. Incorporation by reference

The following sections of the Prospectus are incorporated by reference into this document:

- 18.1. the section entitled "The Property Portfolios" on pages 35 and 36 of Part I of the Prospectus;
- 18.2. the section entitled "The commercial property market in the UK" on pages 36 and 37 of Part I of the Prospectus;

- 18.3. the section entitled “Key personnel” set out on pages 41 and 42 of Part I of the Prospectus;
- 18.4. Part III of the Prospectus setting out “Details of the IRP Property Portfolio, the IPT Property Portfolio and the Combined Portfolio”;
- 18.5. Part IV of the Prospectus which sets out the valuation report in respect of the IRP Property Portfolio and the IPT Property Portfolio;
- 18.6. Part V of the Prospectus which sets out financial information on the Company;
- 18.7. Part VI of the Prospectus which sets out historical financial information on IPT and the IPT Property subsidiary; and
- 18.8. Part VII of the Prospectus which sets out unaudited pro forma financial information relating to the Enlarged IRP.

19. Documents available for inspection

Copies of the following documents are available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the offices of Dickson Minto W.S., Broadgate Tower, 20 Primrose Street, London EC2A 2EW and the registered office of the Company (being the place of the General Meeting) until close of business on 12 April 2013:

- 19.1. the memorandum of incorporation of the Company and the Articles;
- 19.2. the letters of appointment referred to in paragraph 8 of this Part 3;
- 19.3. a draft (subject to non-material updating and amendment) of the Transfer Agreement and undertakings to enter into the Transfer Agreement;
- 19.4. the written consent referred to in paragraph 12 of this Part 3;
- 19.5. the Company’s annual reports and accounts for the three financial periods to 30 June 2012, IPT’s annual report and accounts for the financial period to 31 December 2011 and the Company’s half yearly report and accounts for the two financial periods ended 31 December 2011 and 31 December 2012;
- 19.6. the Prospectus and the documents referred to in the Prospectus as being available for inspection;
- 19.7. the circular published by IPT on 12 March 2013 in relation to the Scheme; and
- 19.8. this document.

Dated: 12 March 2013

PART 4

Definitions

The meanings of the following terms shall apply throughout this document unless the context otherwise requires:

“Acquisition”	the proposed acquisition of the business and assets of IPT (including the IPT Subsidiary) by the Company pursuant to the Scheme on the terms to be set out in the Transfer Agreement
“Admission”	the admission of the New Shares to the Official List and to trading on the London Stock Exchange
“Admission Condition”	(i) the UKLA having acknowledged to the Company or its agent (and such acknowledgement not having been withdrawn) that the application for the admission of the New Shares arising under the Issue to the Official List with a premium listing has been approved and (after satisfaction of any conditions to which such approval is expressed to be subject (“listing conditions”)) will become effective as soon as a dealing notice has been issued by the Financial Services Authority and any listing conditions having been satisfied and (ii) the London Stock Exchange having acknowledged to the Company or its agent (and such acknowledgement not having been withdrawn) that the New Shares will be admitted to trading
“Articles” or “Articles of Incorporation”	the articles of incorporation of the Company
“Average Total Assets”	the aggregate of the Total Assets of IRP, IPT or Enlarged IRP as appropriate as at a particular valuation date divided by the number of valuation dates in the relevant period
“Bank”	Lloyds TSB Bank plc, a company incorporated in England and Wales with registered number 00002065
“Board” or “Directors”	the directors of the Company
“CISX”	the Channel Islands Stock Exchange
“Combined Portfolio”	the IRP Property Portfolio and the IPT Property Portfolio
“Company” or “IRP”	IRP Property Investments Limited, a company incorporated in Guernsey with registered number 41870
“CREST”	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear UK & Ireland Limited in accordance with the UK Uncertificated Securities Regulations 2001 (SI 2001/3755) (as amended)
“Disclosure and Transparency Rules”	the disclosure and transparency rules made by the Financial Services Authority under Part VI of FSMA as amended from time to time
“Effective Date”	the date on which the Scheme becomes effective pursuant to its terms which is expected to be on 11 April 2013

“Enlarged IRP”	the Company as enlarged following the Acquisition
“Enlarged IRP Group”	the IRP Group as enlarged following the Acquisition
“F&C”	F&C Asset Management plc
“Finance Subsidiary”	F&C UK Real Estate Finance Limited
“Investment Management Agreement”	the investment management agreement dated 12 May 2004 as amended by an amendment agreement dated 3 September 2009 between IRP and the Investment Manager further details of which are set out in paragraph 7.1.1 of Part 3 of this document
“FSMA”	the UK Financial Services and Markets Act 2000 (as amended)
“General Meeting”	the general meeting of the Company to be held at 9.45 a.m. on 11 April 2013 (or any adjournment thereof)
“GFSC”	Guernsey Financial Services Commission
“Investment Manager”	F&C Investment Business Limited
“IPD”	Investment Property Databank Limited
“IPT”	ISIS Property Trust Limited, a company incorporated in Guernsey with registered number 41195
“IPT Articles”	the articles of incorporation of IPT
“IPT Board” or “IPT Directors”	the board of directors of IPT
“IPT Circular”	the circular to be sent to the IPT Shareholders setting out the terms of the Scheme and convening the IPT General Meeting
“IPT Facility”	the term loan facility between IPT and the Bank for £50 million which is repayable in January 2017
“IPT Facility Agreement”	the existing facility agreement dated 8 January 2007 between among others the Bank (in various capacities) and IPT in relation to the IPT Facility (as amended, varied, supplemented, restated and novated from time to time), further details of which are set out in paragraph 7.2.3 of Part 3 of this document
“IPT General Meeting”	the general meeting of IPT to be held at 10 a.m. on 11 April 2013 (or any adjournment thereof)
“IPT Group”	IPT and its subsidiary undertakings from time to time
“IPT IMAs” or “IPT Investment Management Agreements”	the investment management agreements dated 3 September 2009 between IPT and F&C further details of which are set out in paragraph 7.2.1 of Part 3 in this document
“IPT Property Portfolio”	the direct and indirect property assets of IPT as at the date of this document
“IPT Property Subsidiary”	IPT Property Holdings Limited, a company incorporated in Guernsey with registered number 41194
“IPT Resolutions”	the resolutions to be proposed at the IPT General Meeting
“IPT Shareholders”	the holders of IPT Shares

“IPT Shares”	ordinary shares with a par value of 1p each in the capital of IPT
“IRP Facility”	the existing term loan facility between IRP and the Bank for £75 million which is repayable in January 2017
“IRP Facility Agreement”	the existing facility agreement dated 8 January 2007 between, among others the Bank (in various capacities) and the Company in relation to the IRP Facility (as amended, varied, supplemented, restated and novated from time to time), further details of which are set out in paragraph 7.1.3 of Part 3 of this document
“IRP Group”	the Company and its subsidiary undertakings from time to time
“IRP Property Portfolio”	the direct and indirect property assets of the Company as at the date of this document
“Issue”	the issue of New Shares pursuant to the Scheme
“Law”	The Companies (Guernsey) Law, 2008
“LIBOR”	London Inter-bank Offered Rate
“Liquidators”	the proposed joint liquidators of IPT namely Michael Roland Bane and Derek Neil Hyslop of Ernst & Young LLP
“Listing Rules”	the listing rules made by the Financial Services Authority under Part VI of FSMA as amended from time to time
“London Stock Exchange”	London Stock Exchange plc
“Market Value”	the aggregate of the market value of the Properties comprising the IRP Property Portfolio, the IPT Property Portfolio and/or the Combined Portfolio, as the context requires, as at 28 February 2013, as set out in the Valuers’ report in Part IV of the Prospectus and as incorporated by reference into this document, or the aggregate market value of part only of such portfolios, as the context requires
“NAV” or “net asset value”	in relation to an IPT Share, a IRP Share and/or a New Share, as the case may be, means its net asset value on the relevant date as calculated on the basis of the relevant company’s normal accounting policies
“New Facility”	the £115 million facility provided to the Finance Subsidiary by the Bank pursuant to the New Facility Agreement
“New Facility Agreement”	The facility agreement dated 30 January 2013 between the Bank (in various capacities) and the Finance Subsidiary, details of which are set out in paragraph 7.3 of Part 3 of this document
“New Shares”	the Ordinary Shares to be issued by the Company to IPT Shareholders pursuant to the Scheme
“Official List”	the Official List of the UK Listing Authority
“Ordinary Shares” or “IRP Shares”	ordinary shares with a par value of 1p each in the capital of the Company
“POI Law”	the Protection of Investors (Bailiwick of Guernsey) Law 1987 as amended

“Properties”	the properties comprising the IRP Property Portfolio, the IPT Property Portfolio and/or the Combined Portfolio, as more fully described in Part III of the Prospectus and as incorporated by reference into this document, or any of them as the context requires (each a “Property”)
“Property Manager”	F&C REIT Property Asset Management plc
“Property Subsidiary”	IRP Holdings Limited, a company incorporated in Guernsey with registered number 41869
“Proposals”	the Acquisition and the issue of New Shares
“Proposed Directors”	Graham Harrison, Vikram Lall and Michael Soames
“Prospectus”	the prospectus published by the Company on 12 March 2013
“Red Book”	RICS Appraisal and Valuation Standards, 6th Edition
“Resolution 1”	the ordinary resolution to be proposed at the General Meeting, approving the Acquisition for the purpose of the Listing Rules
“Resolution 2”	the special resolution to be proposed at the General Meeting approving the change of name of the Company to F&C UK Real Estate Investments Limited
“Resolutions”	Resolution 1 and Resolution 2
“Rules”	the Authorised Closed-Ended Investment Scheme Rules 2008
“Scheme”	the proposed scheme for the reconstruction and solvent winding up of IPT
“Shareholders” or “IRP Shareholders”	the holders of the Ordinary Shares
“Supplemental Investment Management Agreement”	the supplemental agreement to the Investment Management Agreement, further details of which are set out in paragraph 7.1.2 of Part 3 of this document
“Takeover Code”	The City Code on Takeovers and Mergers
“Total Assets”	in respect of each of IPT, the Company and Enlarged IRP, the aggregate value of the assets of its group less current liabilities of such group (which shall exclude any proportion of the principal amounts borrowed for investment or amounts borrowed for working capital treated as current liabilities and any liability of an intra-group nature and save that any interest rate swap liability shall not be deducted from the Total Assets and any interest rate swap asset shall be excluded from the Total Assets) and any proportion of the principal amounts borrowed for investment which are drawn down but not invested in accordance with the relevant company's investment policy
“Total Expense Ratio”	the percentage of the total costs of managing and operating the Company, IPT and/or Enlarged IRP per annum as the context requires divided by the relevant company's total assets, including management fees, administration fees, directors' fees, regulatory fees,

	valuation fees, audit fees and legal fees but excluding the direct costs incurred in the acquisition and disposal of assets and direct property related costs
“Transfer Agreement”	the agreement to be entered into on or about the Effective Date among, <i>inter alia</i> , the Liquidators (in his personal capacity and on behalf of IPT) and the Company, further details of which are set out in paragraph 7.1.4 of Part 3 of this document
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland
“UKLA” or “UK Listing Authority”	the UK Listing Authority, being the Financial Services Authority, acting in its capacity as the competent authority for the purposes of Part VI of FSMA
“Value Added Tax” or “VAT”	value added tax
“Valuer”	DTZ Debenham Tie Leung Limited

IRP PROPERTY INVESTMENTS LIMITED

(An investment company incorporated in Guernsey with registered number 41870)

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN that a General Meeting of IRP Property Investments Limited (the "Company") will be held at Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 3QL on 11 April 2013 at 9.45 a.m. for the purpose of considering and, if thought fit, passing the following resolutions.

1. To resolve as an ordinary resolution:

THAT the Acquisition (as defined in the Circular) be and is hereby approved; and

2. To resolve as a special resolution:

THAT subject to and conditional upon Resolution 1 being passed the change of name of the Company to "F&C UK Real Estate Investments Limited" be and is hereby approved.

By order of the Board

Northern Trust International Fund
Administration Services (Guernsey) Limited
Secretary

Registered office

Trafalgar Court
Les Banques
St. Peter Port
Guernsey GY1 3QL

12 March 2013

Notes:

1. A member who is entitled to attend, speak and vote at the meeting is entitled to appoint one or more proxies to attend, speak and vote instead of him or her. More than one proxy may be appointed provided each party is appointed to exercise the rights attached to different shares. A proxy need not be a member of the Company.
2. A form of proxy is enclosed for use at the meeting. The form of proxy should be completed and sent, together with the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, so as to reach Computershare Investor Services (Jersey) Limited, c/o The Pavilions, Bridgwater Road, Bristol BS99 6ZY not later than 9.45 a.m. on 9 April 2013 (or, in the case of any adjournment, not less than 48 hours (excluding any part of a day that is not a Working Day) prior to the time of the adjourned meeting).
3. In order to revoke a proxy instruction you will need to inform the Company by sending a signed copy notice clearly stating your intention to revoke your proxy appointment to Computershare Investor Services (Jersey) Limited, c/o The Pavilions, Bridgwater Road, Bristol BS99 6ZY. In the case of a member which is an individual, the revocation notice must be under the hand of the appointer or of his attorney duly authorised in writing or in the case of a member which is a company, the revocation notice must be executed under its common seal or under the hand of an officer of the company or an attorney duly authorised. Any power of attorney or any other authority under which the revocation notice is signed (or a notarially certified copy of such power or authority under which the revocation notice is signed), must be included with the revocation notice. The revocation notice must be received by Computershare Investor Services (Jersey) Limited, c/o The Pavilions, Bridgwater Road, Bristol BS99 6ZY not less than 48 hours (excluding any part of a day that is not a Working Day) before the time fixed for the holding of the meeting, or any adjourned meeting.

If you attempt to revoke your proxy appointment but the revocation is received after the time specified then, subject to the paragraph directly below, your proxy appointment will remain valid.

The completion and return of the Form of Proxy will not preclude you from attending the Extraordinary General Meeting. If you have appointed a proxy and attend the meeting in person your proxy appointment will remain valid and you may not vote at the meeting in person unless you have provided a hard copy notice to revoke to Computershare Investor Services (Jersey) Limited, c/o The Pavilions, Bridgwater Road, Bristol BS99 6ZY not less than 48 hours (excluding any part of a day that is not a Working Day) prior to the commencement of the meeting as set out above.
4. To have the right to attend, speak and vote at the meeting (and also for the purposes of calculating how many votes a member may cast on a poll) a member must first have his or her name entered on the register of members not later than close of business on 9 April 2013 or in the case of an adjourned meeting 48 hours prior to the holding of the adjourned meeting. Changes to entries in the register after that time shall be disregarded in determining the rights of any member to attend and vote at such meeting.
5. As at 8 March 2013, the Company's issued share capital comprised 110,500,000 Ordinary Shares with a total of 110,500,000 voting rights.
6. Any person holding five per cent. of the total voting rights in the Company who appoints a person other than the Chairman as his proxy will need to ensure that both he and such other party complies with their respective disclosure obligations under the Disclosure and Transparency Rules.