SECURITIES AND EXCHANGE COMMISSION

FORM 485BPOS

Post-effective amendments [Rule 485(b)]

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FILER

HENDERSON GLOBAL FUNDS
CIK:**1141306**| IRS No.: **000000000** | Fiscal Year End: **0731**
Type: **485BPOS** | Act: **33** | File No.: **333-62270** | Film No.: **081047353**

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HENDERSON GLOBAL FUNDS
CIK:**1141306**| IRS No.: **000000000** | Fiscal Year End: **0731**
Type: **485BPOS** | Act: **40** | File No.: **811-10399** | Film No.: **081047354**

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As filed with the Securities and Exchange Commission on August 29, 2008
Registration Nos. 333-62270 and 811-10399

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM N-1A

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933
Pre-Effective Amendment No. _____
Post-Effective Amendment No. 29 [X]
and/or

REGISTRATION STATEMENT
Under the Investment Company Act Of 1940

Amendment No. 31 [X]

HENDERSON GLOBAL FUNDS
(Exact Name of Registrant as Specified in Charter)

737 NORTH MICHIGAN AVENUE, SUITE 1700
CHICAGO, ILLINOIS 60611
(Address of Principal Executive Offices, including Zip Code)

Registrant's Telephone Number, Including Area Code: (312) 397-1122

(Name and Address of Agent for Service)	Copy to:
CHRISTOPHER K. YARBROUGH 737 NORTH MICHIGAN AVENUE, SUITE 1700 CHICAGO, ILLINOIS 60611	CATHY G. O'KELLY VEDDER PRICE P.C. 222 NORTH LASALLE STREET CHICAGO, ILLINOIS 60601

It is proposed that this filing will become effective: (check appropriate box)

[ ] immediately upon filing pursuant to paragraph (b); or
[X] on August 29, 2008 pursuant to paragraph (b); or
[ ] 60 days after filing pursuant to paragraph (a)(1); or
[ ] on pursuant to paragraph (a)(1); or
[ ] 75 days after filing pursuant to paragraph (a)(2); or
[ ] on _____ pursuant to paragraph (a)(2) of Rule 485.

If appropriate, check the following box:
___This post-effective amendment designates a new effective date for a
previously filed post-effective amendment.

HENDERSON INDUSTRIES OF THE FUTURE FUND
PROSPECTUS

AUGUST 29, 2008

CLASS A SHARES

CLASS C SHARES

THIS PROSPECTUS CONTAINS IMPORTANT INFORMATION ABOUT THE INVESTMENT OBJECTIVE, STRATEGIES AND RISKS OF THE HENDERSON INDUSTRIES OF THE FUTURE FUND (THE "FUND") THAT YOU SHOULD KNOW BEFORE YOU INVEST IN IT. PLEASE READ IT CAREFULLY AND KEEP IT WITH YOUR INVESTMENT RECORDS. THE FUND IS NON-DIVERSIFIED. THE FUND'S INVESTMENT OBJECTIVE IS TO ACHIEVE LONG-TERM GROWTH OF CAPITAL BY INVESTING IN EQUITIES OF COMPANIES THAT CONTRIBUTE TO A SUSTAINABLE AND RESPONSIBLE GLOBAL ECONOMY. THE FUND IS A SEPARATE SERIES OF HENDERSON GLOBAL FUNDS (THE "TRUST").

AS WITH ALL OTHER MUTUAL FUND SECURITIES, THE SECURITIES AND EXCHANGE COMMISSION HAS NOT APPROVED OR DISAPPROVED THESE SECURITIES OR DETERMINED WHETHER THE INFORMATION IN THIS PROSPECTUS IS ADEQUATE OR ACCURATE. ANYONE WHO TELLS YOU OTHERWISE IS COMMITTING A CRIME.

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FUND SUMMARY

INVESTMENT OBJECTIVE

The Industries of the Future Fund's investment objective is to achieve long-term growth of capital by investing in equities of companies that contribute to a sustainable and responsible global economy.

PRINCIPAL INVESTMENT STRATEGIES

Under normal circumstances, the Fund will invest primarily in equity securities of US and non-US companies whose goods or services provide solutions to sustainability challenges and/or contribute to a responsible global economy. Equity securities include common stocks and related securities such as preferred stock, convertible securities and depositary receipts. The portfolio managers define sustainability as contributing to a better quality of life for everyone, now and for generations to come.

The Fund has no limits on the geographic asset distribution of its investments. The Fund may invest in companies domiciled in any country that the portfolio managers believe to be appropriate to the Fund's objective. The Fund may invest in companies in any economic sector.

The portfolio managers use a process that combines multi-thematic, top-down analysis with a bottom up approach to individual security selection. Investments are made in themes identified as 'Industries of the Future' which are based on sustainability trends and challenges, including but not limited to: Cleaner Energy, Environmental Service, Health, and Sustainable Transport. The investment themes may change over time to reflect new research findings and new investment opportunities.

The portfolio managers use a variety of environmental, social and economic factors to determine whether a company qualifies as an 'Industry of the Future,' including:

- The sustainability dimension of the company's portfolio of goods or services;
- The extent to which this is a driver of the company's future value generation;
- The proportion of annual revenue the company derives from this sustainability theme;
- The share of the market the company has with regard to this

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sustainability theme;

- The environmental and social profile of other business activities the company is involved in; and

- The company's corporate responsibility management practices and performance.

Security selection is based upon an opportunistic approach which seeks companies that will benefit from sustainability trends, such as environmental regulations, rising social expectations and changing market demands. Bottom-up stock selection will seek to identify companies most likely to harness the rewards of early adaptation to sustainability's challenges. Security selection will also be based upon an analysis of a company's valuations relative to earnings forecasts or other valuation criteria, earnings growth prospects of a company and the quality of a company's management.

The Fund generally sells a stock when in the portfolio managers' opinion there is a deterioration in the company's fundamentals, the company fails to meet performance expectations, the stock achieves its target price, its earnings are disappointing or its revenue growth has slowed. The Fund may also sell a stock if the company no longer meets the Fund's sustainable or responsible criteria, the portfolio managers believe that negative country or regional factors may affect the company's outlook, the portfolio managers identify a superior investment opportunity, or to meet cash requirements. The portfolio managers anticipate that the Fund will continue to hold securities of companies that are growing or expanding as long as the portfolio managers believe the securities continue to offer prospects of long-term growth. Some of the Fund's investments may produce income, although the total return from investments (i.e. the sum of share price appreciation and dividends) will be of greater importance in stock selection than dividends alone.

The Fund may also invest a substantial amount of its assets (i.e., more than 25% of its assets) in issuers located in a single country or a limited number of countries, and may invest up to 15% of its net assets in illiquid securities.

The Fund is classified as a non-diversified mutual fund. This means that the Fund may invest a relatively high percentage of its assets in a small number of issuers.

The Fund may engage in active and frequent trading to achieve its investment objective. The Fund does not limit its investments to companies of any particular size and may invest a significant portion of its assets in smaller and less seasoned issuers. However, in an attempt to reduce portfolio risks, the portfolio managers will invest in multiple countries and industry groups.

THE FUND'S INVESTMENT OBJECTIVE IS TO ACHIEVE LONG-TERM GROWTH OF CAPITAL BY INVESTING IN EQUITIES OF COMPANIES THAT CONTRIBUTE TO A SUSTAINABLE AND RESPONSIBLE GLOBAL ECONOMY.

PRINCIPAL RISKS OF INVESTING IN THE FUND

As with any fund, the value of the Fund's investments and therefore, the value of the Fund's shares, may fluctuate. The principal risks that could adversely affect the total return on your investment include:

- MARKET AND EQUITY SECURITIES RISK. The risk that the stock price of one or more of the companies in the Fund's portfolio will fall, or will fail to rise. Many factors can adversely affect a stock's performance, including both general financial market conditions and factors related to a specific company or industry. Because the Fund's portfolio primarily consists of common stocks, it is expected that the Fund's net asset value ("NAV") will be subject to greater price fluctuation than a portfolio containing primarily fixed income securities.

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- SMALLER AND LESS SEASONED COMPANIES RISK. The risk that the Fund may also invest in securities issued by smaller companies and in less seasoned issuers, including initial public offerings. Smaller companies and, to a greater extent, less seasoned companies, may have more limited product lines, markets and financial resources than larger, more seasoned companies and their securities may trade less frequently and in more limited volume than those of larger, more mature companies, and the prices of their securities may be more volatile than those of larger, more established companies.

- FOREIGN INVESTMENTS RISK. The risks of investing outside the US include currency fluctuations, economic or financial insolvency, lack of timely or reliable financial information or unfavorable political or legal developments. These risks are typically greater in less developed or emerging market countries.

- EMERGING MARKETS RISK. The risks of foreign investments are typically greater in less developed countries, which are sometimes referred to as emerging markets. For example, political and economic structures in these countries may be changing rapidly, which can cause instability and greater risk of loss. These countries are also more likely to experience higher levels of inflation, deflation or currency devaluation, which could hurt their economies and securities markets. For these and other reasons, investments in emerging markets are often considered speculative.

- NON-DIVERSIFICATION RISK. The risk that, because the Fund may invest a higher percentage of its assets in a small number of issuers, the Fund is more susceptible to any single economic, political or regulatory event affecting one or more of those issuers than is a diversified fund.

- FREQUENT TRADING RISK. The Fund's portfolio turnover rate may be 100% or more. The risk that frequent buying and selling of investments involve higher trading costs and other expenses and may affect the Fund's performance over time. High rates of portfolio turnover will result in the realization of short-term capital gains. The payment of taxes on these gains could adversely affect your after tax return on your investment in the Fund. Any distributions resulting from such gains will be considered ordinary income for federal income tax purposes.

- SUSTAINABILITY RISK. The Fund invests in the securities of companies that meet its "Industries of the Future" guidelines. As a result, the Fund may forego opportunities to buy certain securities when it might otherwise be advantageous for it to do so, or may sell securities for sustainability or social reasons when it might otherwise be disadvantageous for it to do so. Additionally, investing in the securities of "Industries of the Future" companies may entail greater risks than investing in a wide variety of economic themes. As a result, the performance of the Fund may be more volatile.

- GEOGRAPHIC FOCUS RISK. To the extent the Fund invests a substantial amount of its assets in issuers located in a single country or region, developments in these economies will generally have a greater effect on the Fund than they would on a more geographically diversified fund, which may result in greater losses and volatility.

You can lose money by investing in the Fund. The Fund may not achieve its investment objective, and is not intended as a complete investment program. An investment in the Fund is not a deposit in a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

WHO SHOULD INVEST IN THE FUND?

The INDUSTRIES OF THE FUTURE FUND may be an appropriate investment for you if you:

- want a professionally managed portfolio

- are looking for exposure to companies providing solutions to the world's social and sustainability challenges

- are seeking exposure to international markets

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- are willing to accept the risks of foreign investing and non-diversification in order to seek potentially higher capital appreciation

PERFORMANCE INFORMATION

As of the date of this Prospectus, the Industries of the Future Fund had not yet completed a full calendar year of investment operations. When the Fund has completed a full calendar year of investment operations, this section will include charts that show annual total returns, highest and lowest quarterly returns and average annual total returns (before and after taxes) compared to a benchmark index selected for the Fund.

FEES AND EXPENSES SUMMARY

The Fund offers two different Classes of shares. Although your money will be invested the same way no matter which Class of shares you buy, there are differences among the fees and expenses associated with each Class. For more information about which share class may be right for you, see "Description of Share Classes."

The following table shows the different fees and expenses that you may pay if you buy and hold different classes of shares of the Fund. Please note that the following information does not include fees that institutions may charge for services they provide to you. Future expenses may be greater or less than those indicated below.

<TABLE>
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SHAREHOLDER FEES (FEES PAID DIRECTLY FROM YOUR INVESTMENT)(a)

	CLASS A	CLASS C
<S>	<C>	<C>
Maximum Sales Charge (Load) Imposed on Purchases (as a percentage of the Offering Price)	5.75%(b)	None
Maximum Deferred Sales Charge (Load) (as a percentage of the Offering Price)	None(c)	1.00%(d)
Redemption Fee (e) (as a percentage of amount redeemed)	2.00%	2.00%

ANNUAL FUND OPERATING EXPENSES (EXPENSES THAT ARE PAID FROM FUND ASSETS) As a percentage of average net assets

INDUSTRIES OF THE FUTURE FUND

	CLASS A	CLASS C
Management Fees (f)	1.00%	1.00%
Distribution and Service (12b-1) Fees	0.25%	1.00%
Other Expenses (g)	0.78%	0.78%
Total Operating Expenses	2.03%	2.78%
Fee Waiver and Expense Reimbursement (h)	0.08%	0.08%
Net Operating Expenses (h)	1.95%	2.70%

</TABLE>

(a) You may be charged a fee by your broker or agent if you effect transactions in Fund shares through a broker or agent.

(b) The sales charge declines with certain increases in the amount invested. An initial sales charge will not be deducted from your purchase if you buy $1 million or more of Class A Shares or if your Class A Shares meet certain requirements.

(c) A contingent deferred sales charge ("CDSC") of 1% is applied to redemptions of Class A Shares within one year of investment that were purchased with no initial sales charge as a part of an investment of $1 million or more.

(d) A CDSC of up to 1% may be imposed on certain redemptions of Class C Shares

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within 12 months of purchase.

(e) Shares redeemed within 30 days of purchase, including redemptions in connection with an exchange, may be subject to a 2.00% redemption fee. See "How to Purchase, Exchange and Redeem Shares - Other Considerations- Frequent Purchases and Redemption of Fund Shares."

(f) Management fee rates will decrease at certain levels of increased assets. Please see "Management of the Fund" for the breakpoints for the management fees.

(g) Other Expenses are based on estimated amounts since the Fund has not yet commenced operations.

(h) The Fund's adviser has contractually agreed to waive its management fee and, if necessary, to reimburse other operating expenses of the Fund to the extent necessary to limit total annual ordinary operating expenses, less distribution and service fees, to 1.70% of the Fund's average daily net assets, excluding interest, taxes, brokerage commissions and other investment related costs and extraordinary expenses such as litigation or other expenses incurred in the ordinary course of business. This waiver will remain in effect through July 31, 2020.

EXAMPLE OF EXPENSES

The following examples are intended to help you compare the cost of investing in the Fund with the cost of investing in other mutual funds. The example is hypothetical; your actual costs and returns may be higher or lower.
The example assumes that:

- you invest $10,000 in the Fund for the time periods indicated and then redeem all of your shares at the end of those periods
- your investment has a 5% return each year and dividends and other distributions are reinvested
- the Fund's operating expenses will remain the same and reflect contractual waivers for applicable periods Based upon these assumptions:

<TABLE>
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	If you sell your shares, shares, your costs would be:		If you don't sell your your costs would be:	
INDUSTRIES OF THE FUTURE FUND	1-YEAR	3-YEARS	1-YEAR	3-YEAR
<S>	<C>	<C>	<C>	<C>
Class A	$762	$1,152	$762	$1,152
Class C	$273	$ 839	$273	$ 839

</TABLE>

ADDITIONAL INFORMATION ABOUT INVESTMENT STRATEGIES AND RISKS

INVESTMENT STRATEGIES

TEMPORARY DEFENSIVE INVESTMENTS. As a temporary measure for defensive purposes, the Fund may invest up to 100% of its assets in other types of securities such as nonconvertible debt securities, government and money market securities of US and non-US issuers, or hold cash. The Fund may make these investments or increase its investment in these securities when the portfolio managers are unable to find enough attractive long-term investments, to reduce exposure to the Fund's primary investments when the portfolio managers believe it is advisable to do so, or to meet anticipated levels of redemption. The Fund will normally invest a portion of its portfolio in US dollars or short-term interest bearing US dollar denominated securities to provide for possible redemptions. Investments in short-term debt securities can be sold easily and have limited risk of loss but earn only limited returns. Temporary defensive investments may limit the Fund's ability to meet its investment objective.

DERIVATIVES. The Fund may use derivatives including forwards, options, contracts

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for differences, indexed securities, futures and options on futures. Derivatives are financial instruments whose value is derived from another security, a commodity (such as gold or oil) or an index such as the Standard & Poor's Composite Price 500 Index. To the extent the Fund purchases derivatives, they will typically be used for hedging purposes.

INVESTMENT RISKS

- COMMON STOCK RISK. Common stock represents an ownership interest in a company. The value of a company's stock may fall as a result of factors directly relating to that company, such as decisions made by its management or lower demand for the company's products or services. A stock's value may also fall because of factors affecting not just the company, but also companies in the same industry or in a number of different industries, such as increases in production costs. The value of a company's stock may also be affected by changes in financial markets that are relatively unrelated to the company or its industry, such as changes in interest rates or currency exchange rates. In addition, a company's stock generally pays dividends only after the company invests in its own business and makes required payments to holders of its bonds and other debt. For this reason, the value of a company's stock will usually react more strongly than its bonds and other debt to actual or perceived changes in the company's financial condition or prospects. Stocks of smaller companies may be more vulnerable to adverse developments than those of larger companies.

  The Fund may purchase stocks that trade at a higher multiple of current earnings than other stocks. The value of such stocks may be more sensitive to changes in current or expected earnings than the values of other stocks. If the portfolio managers' assessment of the prospects for a company's earnings growth is wrong, or if the portfolio managers' judgment of how other investors will value the company's earnings growth is wrong, then the price of the company's stock may fall or not approach the value that a portfolio manager has placed on it. Companies whose stock the portfolio portfolio managers believe is undervalued by the market may have experienced adverse business developments or may be subject to special risks that have caused their stocks to be out of favor. If the portfolio managers'assessment of a company's prospects is wrong, or if other investors do not similarly recognize the value of the company, then the price of the company's stock may fall or may not approach the value that a portfolio manager has placed on it.

- DERIVATIVES RISK. Derivatives involve special risks and may result in losses. The successful use of derivatives depends on the portfolio portfolio managers' ability to manage these sophisticated instruments. The prices of derivatives may move in unexpected ways especially in unusual market conditions, and may result in increased volatility. Some derivatives are "leveraged" and therefore may magnify or otherwise increase investment losses. The use of derivatives may also increase the amount of taxes payable by shareholders.

  Other risks arise from the portfolio managers' potential inability to terminate or sell derivatives positions. A liquid secondary market may not always exist for the Fund's derivatives positions at any time. In fact, many over-the-counter instruments (investments not traded on an exchange) will not be liquid. Over-the-counter instruments also involve the risk that the other party to the derivative transaction will not meet its obligations.

- FOREIGN INVESTMENTS. Foreign investments involve special risks, including:

  - Unfavorable changes in currency exchange rates: Foreign investments are typically issued and traded in foreign currencies. As a result, their values may be affected by changes in exchange rates between foreign currencies and the US dollar.

  - Political and economic developments: Foreign investments may be subject to the risks of seizure by a foreign government, imposition of restrictions on the exchange or export of foreign currency, and tax increases.

  - Unreliable or untimely information: There may be less information publicly available about a foreign company than about most US companies, and

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foreign companies are usually not subject to accounting, auditing and financial reporting standards and practices as stringent as those in the US

- Limited legal recourse: In relation to foreign companies, legal remedies for investors may be more limited than the remedies available in the US

- Limited markets: Certain foreign investments may be less liquid (harder to buy and sell) and more volatile than most U.S. investments, which means a portfolio manager may at times be unable to sell these foreign investments at desirable prices. For the same reason, a manager may at times find it difficult to value the Fund's foreign investments.

- Trading practices: Brokerage commissions and other fees are generally higher for foreign investments than for US investments. The procedures and rules governing foreign transactions and custody may also involve delays in payment, delivery or recovery of money or investments.

- Lower yield: Common stocks of foreign companies have historically tended to pay lower dividends than stocks of comparable US companies. Foreign withholding taxes may further reduce the amount of income available to distribute to shareholders of the Fund.

- Emerging Markets: The risks of foreign investments are typically greater in less developed countries, which are sometimes referred to as emerging markets. For example, political and economic structures in these countries may be changing rapidly, which can cause instability and greater risk of loss. These countries are also more likely to experience higher levels of inflation, deflation or currency devaluation, which could hurt their economies and securities markets. For these and other reasons, investments in emerging markets are often considered speculative.

Certain of these risks may also apply to some extent to US traded investments that are denominated in foreign currencies, investments in US companies that are traded in foreign markets or investments in US companies that have significant foreign operations.

Distributions of earnings from dividends paid by certain "qualified foreign corporations" may qualify for federal income tax purposes as qualified dividend income, provided certain holding period and other requirements are satisfied. Distributions of earnings from dividends paid by other foreign corporations will not be considered qualified dividend income. Additional US tax considerations may apply to the Fund's foreign investments, as described in the statement of additional information (SAI).

The Fund may invest in foreign securities in the form of depositary receipts. Depositary receipts represent ownership of securities in foreign companies and are held in banks and trust companies. They can include American Depositary Receipts (ADRs), which are traded on U.S. exchanges and are U.S. dollar-denominated, and Global Depositary Receipts (GDRs) and European Depositary Receipts (EDRs), which are traded in foreign markets and may not be denominated in the same currency as the security they represent.

Although ADRs, GDRs and EDRs do not eliminate the risks inherent in investing in the securities of foreign issuers, which include market, political, currency and regulatory risk, by investing in ADRs, GDRs or EDRs rather than directly in stocks of foreign issuers, the Fund may avoid currency risks during the settlement period for purchases or sales. In general, there is a large, liquid market in the US for many ADRs. The information available for ADRs is subject to accounting, auditing and financial reporting standards of the domestic market or exchange on which they are traded. These standards generally are more uniform and more exacting than those to which many foreign issuers may be subject.

DEFENSIVE INVESTMENT STRATEGIES. In addition, the Fund may depart from its principal investment strategies by temporarily investing for defensive purposes in short-term obligations (such as cash or cash equivalents) when adverse market, economic or political conditions exist. To the extent that the Fund invests defensively, it may not be able to pursue its investment objective. The Fund's defensive investment position may not be effective in protecting its value.

IMPACT OF ACTIONS BY OTHER SHAREHOLDERS. The Fund, like all mutual funds, pools the investments of many investors. Actions by one investor or multiple investors

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may have an impact on the Fund and on other investors. For example, significant levels of new investments may cause the Fund to have more cash than would otherwise be the case, which might have a positive or negative impact on Fund performance. Similarly, redemption activity might cause the Fund to sell portfolio securities or borrow funds, which might generate a capital gain or loss or cause the Fund to incur costs that, in effect, would be borne by all shareholders, not just those investors who redeemed. Shareholder purchase and redemption activity may also affect the per share amount of the Fund's distributions of its net income and net realized gains, if any, thereby increasing or reducing the tax burden on the Fund's shareholders subject to income tax.

ADDITIONAL INFORMATION ABOUT INVESTMENT STRATEGIES AND RISKS

CHANGES IN POLICIES AND ADDITIONAL INFORMATION

CHANGES IN POLICIES. The Fund's Trustees may change the Fund's investment objective, investment strategies and other policies without shareholder approval, except as otherwise indicated.

ADDITIONAL INFORMATION ON INVESTMENT STRATEGIES AND RISKS. The Fund may invest in various types of securities and engage in various investment techniques and practices which are not the principal focus of the Fund and therefore are not described in this Prospectus. The types of securities and investment techniques and practices in which the Fund may engage are discussed, together with their risks, in the Fund's SAI which you may obtain by contacting shareholder services. (See back cover for address and phone number.)

DISCLOSURE OF PORTFOLIO HOLDINGS. The Fund's SAI includes a description of the Fund's policies and procedures with respect to the disclosure of the Fund's portfolio holdings.

MANAGEMENT OF THE FUND

INVESTMENT ADVISER AND SUBADVISER

Henderson Global Investors (North America) Inc., 737 North Michigan Avenue, Suite 1700, Chicago, IL, 60611, referred to herein as the "Adviser," is the Fund's investment adviser. Henderson Investment Management Limited, 4 Broadgate, London, UK EC2M 2DA, referred to herein as "Henderson," is the subadviser for the Fund. The Adviser and Henderson are indirect, wholly-owned subsidiaries of Henderson Group plc and, together with their subsidiaries, are referred to as Henderson Global Investors in this Prospectus.

As a global money manager, Henderson Global Investors provides a full spectrum of investment products and services to institutions and individuals around the world. Headquartered in London at 4 Broadgate, London, UK EC2M 2DA, Henderson Global Investors has been managing assets for clients since 1934. Today, Henderson Global Investors is a dynamic multi-asset management business with a fast growing worldwide distribution network.

The Adviser provides services and facilities to the Fund. The Fund pays the Adviser a monthly fee at an annual rate of the Fund's average net assets as set forth below:

1.00% for the first $500 million;
0.90% for the next $1 billion;
and 0.85% over $1.5 billion.

A discussion regarding the basis for the Board of Trustees approval of the investment advisory agreements for the Fund will be available in the Fund's Semi-Annual Report dated January 31, 2009.

PORTFOLIO MANAGERS

The Fund is managed by a team of portfolio managers.

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Tim Dieppe, Director of SRI Funds, is the lead portfolio manager for the Fund. Mr. Dieppe manages the Henderson range of global sustainable and responsible investment ("SRI") funds and has particular responsibility for directing Henderson's multi-thematic "Industries of the Future" investment process for several funds and the "Industries of the Future" portions of Henderson's other pooled and segregated SRI accounts. He joined Henderson from AMP Asset Management when it merged with Henderson in 1998. He also has experience as a sector analyst and was a Reuters rated UK larger company analyst for three years. Tim has over 15 years of industry experience.

George Latham is Head of SRI Funds. He has responsibility for directing Henderson's "Integrated SRI" investment process, managing the integration of ethical, sustainability and responsibility factors into a single investment process. He oversees the pan-European SRI portfolios and manages several SRI funds. Mr. Latham started his investment career at Threadneedle Asset Management in 1996 where he worked as a fund manager on the pan-European equities team. He joined the Henderson SRI team in 2001 and has over 12 years of industry experience.

Alice Evans is a Fund Manager on the SRI team. Ms. Evans joined Henderson in 2005 and previously worked for 3 years as an Assistant Portfolio Manager at JP Morgan Fleming covering European equities, where she was responsible for the analysis of the pan-European healthcare sector. She has 8 years of industry experience.

Claudia Quiroz is a Fund Manager on the SRI team. Ms. Quiroz joined Henderson in 2002 and previously was the team leader for the Pharmaceutical & Household and Personal Care sectors at a leading SRI research house. She also worked for Praxair and Bestfood in Argentina, where she implemented quality and environmental management systems and also worked in business and client development. She has 8 years of industry experience.

The SAI provides additional information about the Portfolio Managers' compensation, other accounts managed by the Portfolio Managers, and the Portfolio Managers' ownership of securities in the Fund.

ADVISER'S RELATED PERFORMANCE INFORMATION

The performance figures shown below represent the total returns a UK open-end investment company also called the Henderson Industries of the Future Fund, which is referred to herein as the "UK Fund." The UK Fund is managed by Henderson Global Investors and has substantially similar investment policies, strategies, and objective as those of the Henderson Industries of the Future Fund presented in this prospectus. The UK Fund has been managed by Henderson Global Investors since its inception in February 1995, but was known as the Ethical Fund until May 2005. In May 2005, Tim Dieppe became the manager of the fund and it was renamed. The fund is regulated and sold outside of the United States and is based in UK pound sterling. Accordingly, the fund is not subject to the diversification requirements, specific tax restrictions and other investment limitations imposed by the Investment Company Act of 1940, as amended, and Subchapter M of the Internal Revenue Code of 1986, as amended. Accordingly, the UK Fund's performance results may have differed if the fund had been regulated as a registered investment company under U.S. securities laws. Past performance is not indicative of future performance.

MANAGEMENT OF THE FUND

The UK Fund is a separate fund and its historical performance does not represent the historical performance of the Henderson Industries of the Future Fund and is not indicative of the potential performance of the Henderson Industries of the Future Fund. Share prices and returns will fluctuate reflecting market conditions, as well as changes in company-specific fundamentals of portfolio securities, and future performance may differ substantially. The performance figures are net of fees and expenses of the UK Fund which are lower than those of the Henderson Industries of the Future Fund. If the fees and expenses of the Henderson Industries of the Futures Fund had been used in calculating the UK Fund's performance, the performance of the UK Fund would have been lower. As of July 31, 2008, the UK Fund had approximately $134.1 million in net assets and Henderson Global Investors managed approximately $565 million in this strategy across all products.

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AVERAGE ANNUAL TOTAL RETURNS
(for the periods ended July 31, 2008)

	1 YEAR	3 YEAR	5 YEAR	10 YEAR
<S>	<C>	<C>	<C>	<C>
UK Fund Class A at NAV	-9.47%	9.81%	11.74%	2.51%
UK Fund Class A with sales charge	-14.00%	7.95%	10.60%	1.98%
MSCI World Index	-10.38%	7.31%	11.54%	4.41%

</TABLE>

Source: Morningstar. Performance figures are based on A share class and have been converted from the UK Fund's base currency of UK pound sterling to US dollars using Morningstar published exchange rates and the Morningstar Direct program. Performance presented at NAV does not include a sales charge and would be lower if this charge was reflected. Performance presented with sales charge reflects the deduction of the maximum front-end sales charge of 5.00% for the UK Fund.

The MSCI World Index is a free float-adjusted market capitalization index that is designed to measure global developed market equity performance.

DESCRIPTION OF SHARE CLASSES

The Fund offers Class A and Class C shares through this Prospectus. This allows you to choose among different types of sales charges and different levels of ongoing operating expenses, as illustrated in the following tables. The Class of shares that is best for you depends on a number of factors, including the amount you plan to invest and how long you plan to hold the shares. Here is a summary of the differences among the Classes of shares:

CLASS A SHARES

- front end sales charge. There are several ways to reduce these sales charges
- lower annual expenses than Class C shares
- no CDSC, except purchases over $1 million for which no front end sales charge was paid are subject to a 1% CDSC for redemptions within one year of investment
- Class A shares pay distribution and service fees up to a maximum of 0.25% of net assets annually

In certain circumstances, front end sales charges are waived. These circumstances are described under "Sales Charge Waivers - Class A Shares."

CLASS C SHARES

- no front end sales charge. All your money goes to work for you right away
- individual purchase transactions are limited to amounts less than $1,000,000
- a 1% CDSC for redemptions made within twelve months of investing, and no CDSC thereafter
- higher annual expenses than Class A shares
- Class C shares pay distribution and service fees up to a maximum of 1.00% of net assets annually, which may increase the cost of your investment and may cost you more than paying other types of sales charges
- CDSC is waived for certain types of redemptions
- Shares do not convert to another class

Class C shares are not intended for purchase in amounts equal to or greater than $1,000,000. You and/or your financial adviser are responsible for ensuring that your investment in Class C shares does not exceed those limits. The Fund cannot ensure that they will identify purchase orders that would cause your aggregate

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investment in Class C shares to exceed the limits imposed on individual transactions.

Factors you should consider in choosing a Class of shares include:

- how long you expect to own the shares
- how much you intend to invest
- total expenses associated with owning shares of each Class
- whether you qualify for any reduction or waiver of sales charges
- whether you plan to take any distributions in the near future
- availability of share Classes
- how share Classes affect payments to your financial adviser

Each investor's financial considerations are different. Not all financial intermediaries offer all classes. Depending on your financial considerations, certain classes may have higher expenses than other classes, which may lower the return on your investment. You should consult your financial adviser to help you decide which share Class is best for you.

Please see the heading "Contingent Deferred Sales Charge" for other considerations concerning the calculation of the CDSC that may apply to each of these Classes of Shares.

If you purchase your Fund shares through a financial adviser (such as a broker or bank), the financial adviser may receive commissions or other concessions which are paid from various sources, such as from the sales charges and distribution and service fees.

THE CLASS OF SHARES THAT IS BEST FOR YOU DEPENDS ON A NUMBER OF FACTORS, INCLUDING THE AMOUNT YOU PLAN TO INVEST AND HOW LONG YOU PLAN TO HOLD THE SHARES.

In addition, the Adviser may make payments to financial intermediaries for distribution and/or shareholder servicing activities out of its past profits or other available sources. For example, the Adviser may pay compensation to financial intermediaries for administrative, sub-accounting, or shareholder processing services and/or for providing the Henderson Global Funds with "shelf space" or access to a third party platform or fund offering list, or other access to promote sales of shares of the Fund including, without limitation, inclusion of the Henderson Global Funds on preferred or recommended sales lists, mutual fund "supermarket" platforms and other formal sales programs; granting access to the third party firm's sales force; granting access to the third party firm's conferences and meetings; and obtaining other forms of marketing support. The Adviser may also make payments for marketing, promotional or related expenses to financial intermediaries through which investors may purchase shares of the Fund. These payments are often referred to as "revenue sharing" payments. In some circumstances, such payments may create an incentive for an intermediary or its employees or associated persons to recommend or sell shares of the Fund to you. Please contact your financial intermediary for details about revenue sharing payments it may receive.

The Fund may reimburse the Adviser for a portion of networking and sub-transfer agent fees paid to financial intermediaries as described in the SAI.

Certain dealers and financial intermediaries may charge their customers a processing or service fee in connection with the purchase or redemption of Fund shares. The amount and applicability of such a fee is determined and disclosed to its customers by each individual dealer. Processing or service fees typically are fixed, nominal dollar amounts and are in addition to the sales and other charges described in the Prospectus and SAI. Your dealer will provide you with specific information about any processing or service fees you will be charged. These fees will not be charged if you purchase or redeem Fund shares directly from the Fund.

The Fund may waive the initial sales charge and initial investment minimums on Class A shares for purchases through certain investment professionals that

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sponsor electronic mutual fund marketplaces and receive no portion of the sales charge. Investors may be charged a fee by such investment professionals if they affect transactions through them.

APPLICABLE SALES CHARGE - CLASS A SHARES

You can purchase Class A shares at NAV plus an initial sales charge (referred to as the Offering Price). The sales charge as a percentage of your investment decreases as the amount you invest increases. The current sales charge rates are as follows:

<TABLE>
<CAPTION>

AMOUNT OF PURCHASE	SALES CHARGE* AS PERCENTAGE OF: OFFERING PRICE	NET AMOUNT INVESTED	DEALER REALLOWANCE AS PERCENTAGE OF: OFFERING PRICE
<S>	<C>	<C>	<C>
Less than $50,000	5.75%	6.10%	5.00%
$50,000 but less than $100,000	4.75%	4.99%	4.50%
$100,000 but less than $250,000	4.00%	4.17%	3.75%
$250,000 but less than $500,000	3.00%	3.09%	2.75%
$500,000 but less than $1,000,000	2.20%	2.25%	1.95%
$1,000,000 or more	None**	None**	None***

</TABLE>

* Because of rounding in the calculation of offering price, actual sales charges you pay may be more or less than those calculated using these percentages.

** No initial sales charge applies on investments of $1 million or more. However, a CDSC of 1% is imposed on certain redemptions of such investments within one year of purchase.

*** Brokers that initiate and are responsible for purchases of $1 million or more may receive a sales commission of up to 1.00% of the offering price of Class A shares. Please note that if a client or financial intermediary is unable to provide account verification on purchases receiving million dollar breakpoints due to rights of accumulation, sales commissions will be forfeited. Purchases eligible for sales charge waivers as described under "Sales Charge Waivers-Class A Shares" are not eligible for sales commissions on purchase of $1 million or more.

YOU MAY BE ELIGIBLE FOR REDUCTIONS AND WAIVERS OF SALES CHARGES. Sales charges may be reduced or waived under certain circumstances and for certain groups. Information about reductions and waivers of sales charges is set forth below. You may consult your broker or financial adviser or the Adviser for assistance.

SALES CHARGE REDUCTIONS - CLASS A SHARES

You may qualify for reduced sales charges in the following cases:

- LETTER OF INTENT. If you intend to purchase at least $50,000 of Class A shares of the Fund, you may wish to complete the Letter of Intent section of your account application form. By doing so, you agree to invest a certain amount over a 13-month period. You would pay a sales charge on any Class A shares you purchase during the 13 months based on the total amount to be invested under the Letter of Intent. You can apply any investments you made in any of the Henderson Global Funds during the preceding 90-day period toward fulfillment of the Letter of Intent (although there will be no refund of sales charges you paid during the 90-day period).

  You are not obligated to purchase the amount specified in the Letter

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of Intent. If you purchase less than the amount specified, however, you must pay the difference between the sales charge paid and the sales charge applicable to the purchases actually made. The Fund's custodian will hold such amount in shares in escrow. The custodian will pay the escrowed funds to your account at the end of the 13 months unless you do not complete your intended investment.

- RIGHTS OF ACCUMULATION. The value of eligible accounts across all Henderson Global Funds maintained by you and each member of your immediate family may be combined with the value of your current purchase to obtain a lower sales charge for that purchase (according to the chart on the previous page). For |purposes of obtaining a breakpoint discount, a member of your "immediate family" includes your spouse, parent, stepparent, legal guardian, children and/or stepchildren under age 21, father-in-law, mother-in-law and partnerships created through civil unions. Eligible accounts include:

  - Individual accounts
  - Joint accounts between the individuals described above
  - Certain fiduciary accounts
  - Single participant retirement plans
  - Solely controlled business accounts

  Fiduciary accounts include trust and estate accounts. Fiduciary accounts may be aggregated with the accounts described above so long as there are no beneficiaries other than you and members of your immediate family. In addition, a fiduciary can count all shares purchased for a fiduciary account that may have multiple accounts and/or beneficiaries.

For example, if you own Class A shares of the Fund that have an aggregate value of $100,000, and make an additional investment in Class A shares of the Fund of $4,000, the sales charge applicable to the additional investment would be 4.00%, rather than the 5.75% normally charged on a $4,000 purchase (sales load of each Fund will vary). Please contact your broker to establish a new account under Rights of Accumulation.

For purposes of determining whether you are eligible for a reduced Class A sales charge, investments will be valued at their current offering price or the public offering price originally paid per share, whichever is higher. You should retain any records necessary to substantiate the public offering price originally paid.

To receive a reduction in your Class A initial sales charge, you must let your financial adviser or shareholder services know at the time you purchase shares that you qualify for such a reduction. You may be asked by your financial adviser or shareholder services to provide account statements or other information regarding related accounts of you or your immediate family in order to verify your eligibility for a reduced sales charge, including, where applicable, information about accounts opened with a different financial adviser.

Certain brokers or financial advisers may not offer these programs or may impose conditions or fees to use these programs. You should consult with your broker or your financial adviser prior to purchasing the Fund's shares.

For further information on sales charges, please visit www.hendersonglobalinvestors.com (click on the link titled "Sales Charge Information" in the Mutual Funds section), call 866.3HENDERSON (or 866.343.6337) or consult with your financial adviser.

SALES CHARGE WAIVERS - CLASS A SHARES

The Fund will waive the initial sales charge on Class A shares for the following types of purchases:

1. Dividend reinvestment programs

2. Purchase by any other investment company in connection with the combination of such company with the Fund by merger, acquisition of assets or otherwise

3. Reinvestment by a shareholder who has redeemed shares in the Fund and reinvests in the Fund, provided the reinvestment is made within 90 days of the redemption

4. Purchase by a tax-exempt organization enumerated in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code")

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and private, charitable foundations that in each case make a lump-sum purchase of $100,000 or more

DESCRIPTION OF SHARE CLASSES

5. Purchase by a unit investment trust registered under the 1940 Act which has shares of the Fund as a principal investment

6. Purchase by a financial institution purchasing Class A shares of the Fund for clients participating in a fee based asset allocation program or wrap fee program which has been approved by Foreside Fund Services, LLC (the "Distributor")

7. Purchase by registered investment advisers or financial planners who place trades for their own accounts or the accounts of their clients and who charge a management, consulting or other fees for their services; and clients of such investment advisers or financial planners who place trades for their own accounts if the accounts are linked to the master account of such investment advisers or financial planners on the books and records of a broker or agent

8. Purchases of an employer-sponsored retirement or benefit plan defined in section 401(a), 403(b) or 457 of the Internal Revenue Code or a "rabbi trust" provided that:

   - the plan's assets are at least $1,000,000; or
   - there are at least 100 employees eligible to participate in the plan

   Employer-sponsored retirement plans that invested in Class A shares without any sales charge before November 30, 2006, and that continue to meet the eligibility requirements in effect as of the date of the initial purchase, may continue to purchase Class A shares without any sales charge.

9. Purchase by an employee of the Adviser, its affiliates or an entity with a selling agreements with the Fund's distributor to sell the Fund's shares

10. Purchase by a current or former Trustee of the Trust

11. Any member of the immediate family of a person qualifying under (9) or (10), including a spouse, child, stepchild, parent, sibling, grandchild and grandparent, in each case including in-law and adoptive relationships

12. Purchases by registered management investment company that has an agreement with the Adviser for that purpose.

Investors who qualify under any of the categories described above should contact their brokerage firms. For further information on sales charge waivers, call 866.3HENDERSON (or 866.343.6337).

APPLICABLE SALES CHARGE - CLASS C SHARES

You pay no initial sales charge if you purchase Class C shares. However, a 1% CDSC will apply to redemptions of shares made within twelve months of buying them, as discussed below.

Brokers that initiate and are responsible for purchases of such Class C shares of that Fund may receive a sales commission of up to 1.00% of the purchase price of Class C shares of the Fund.

CONTINGENT DEFERRED SALES CHARGE (CDSC)

You pay a CDSC when you redeem:

- Class A shares that were bought without paying a front end sales charge as part of an investment of at least $1 million within one year of purchase
- Class C shares within twelve months of purchase

The CDSC payable upon redemption of Class C shares or Class A shares in the

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circumstance described above is 1.00%.

The CDSC is calculated based on the original NAV at the time of your investment. Shares purchased through reinvestment of distributions are not subject to a CDSC. These time periods include the time you held Class C shares of another fund of which you may have exchanged for Class C shares of the fund you are redeeming.

You will not pay a CDSC to the extent that the value of the redeemed shares represents reinvestment of dividends or capital gains distributions or capital appreciation of shares redeemed. When you redeem shares, we will assume that you are redeeming first shares representing reinvestment of dividends and capital gains distributions, then any appreciation on shares redeemed, and then remaining shares held by you for the longest period of time. We will calculate the holding period of shares acquired through an exchange of shares of another fund from the date you acquired the original shares of the other fund.

For example, assume an investor purchased 1,000 shares at $10 a share (for a total cost of $10,000). After the initial purchase, the investor acquired 100 additional shares through dividend reinvestment. If, during the third year since purchase, the investor then makes one redemption of 500 shares when the shares have a net asset value of $12 per share (resulting in proceeds of $6,000; i.e., 500 shares x $12 per share), the first 100 shares redeemed will not be subject to the CDSC because they were acquired through reinvestment of dividends. With respect to the remaining shares redeemed, the CDSC is charged at $10 per share which is the original purchase price. Therefore, only $4,000 of the $6,000 such investor received from selling his or her shares will be subject to the CDSC, at a rate of 4.00% (the applicable rate in the third year after purchase).

CDSC WAIVERS

The Fund will waive the CDSC payable upon redemptions of shares for:

- death or disability (as defined in section 72(m)(7) of the Internal Revenue Code) of the shareholder if such shares are redeemed within one year of death or determination of disability

- benefit payments under retirement plans in connection with loans, hardship withdrawals, death, disability, retirement, separation from service or any excess contribution or distribution under retirement plans

- minimum required distributions made from an individual retirement account ("IRA") or other retirement plan account after you reach age 70 1/2, limited to 10% annually of the value of your account, measured at the time you set up the plan

- withdrawals under the Fund's systematic withdrawal plan, limited to 10% annually of the value of your account, measured at the time you set up the plan

- redemptions initiated by the Fund

- redemptions by retirement plans of shares held in plan level or omnibus accounts maintained by a retirement plan administrator or recordkeeper

- redemptions of Class A shares where no broker was compensated by the Distributor for the sale.

CDSC AGING SCHEDULE

As discussed above, certain investments in Class A and Class C shares will be subject to a CDSC. The aging schedule applies to the calculation of the CDSC.

Purchases of Class A or Class C shares made on any day during a calendar month will age one month on the last day of the month, and each subsequent month.

No CDSC is assessed on the value of your account represented by appreciation or additional shares acquired through the automatic reinvestment of dividends or capital gain distributions. Therefore, when you redeem your shares, only the value of the shares in excess of these amounts (i.e., your direct investment) is subject to a CDSC.

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The CDSC will be applied in a manner that results in the CDSC being imposed at the original purchase price. The applicability of a CDSC will not be affected by exchanges or transfers of registration, except as described in the SAI.

DISTRIBUTION AND SERVICE FEES

The Fund has adopted a distribution and service plan under Rule 12b-1 of the 1940 Act. 12b-1 fees are used to compensate the Distributor and other dealers and investment representatives for services and expenses related to the sale and distribution of the Fund's shares and/or for providing shareholder services. Because 12b-1 fees are paid out of the Fund's assets on an ongoing basis, over time these fees will increase the cost of your investment and may cost you more than paying other types of sales charges.

The 12b-1 fees vary by share class as follows:

- Class A shares pay a 12b-1 fee at the annual rate of 0.25% of the average daily net assets of the Fund
- Class C shares pay a 12b-1 fee at the annual rate of 1.00% of the average daily net assets of the Fund

12b-1 fees, together with the CDSC, help the Distributor sell Class C shares by financing the costs of advancing brokerage commissions paid to dealers and investment representatives. Such fees may also be used to finance the costs incurred by the Distributor for marketing-related activities and for providing shareholder services.

The Distributor may use up to 0.25% of the fees for shareholder servicing for Class C shares and up to 0.75% for distribution for Class C shares. The Distributor uses the entire amount of the 12b-1 fees for distributions for Class A shares.

HOW TO PURCHASE, EXCHANGE AND REDEEM SHARES

You may purchase, exchange and redeem shares of Class A and Class C shares of the Fund in the manner described below. In addition, you may be eligible to participate in certain investor services and programs to purchase, exchange and redeem these Classes of shares, which are described in the next section under the caption "Investor Services and Programs."

HOW TO PURCHASE SHARES

INITIAL PURCHASE

Investment Minimums:

TYPE OF ACCOUNT	MINIMUM TO OPEN AN ACCOUNT	MINIMUM BALANCE
Regular	$500	$500
IRA and Roth IRA	$500	$500
Coverdell Education Savings Account (Educational IRA)	$500	$500
Automatic Investment Plan	$500	$500

Except as noted below, the Fund requires that you maintain a minimum account balance as listed above. If your account value declines below the respective minimum because you have redeemed or exchanged some of your shares, the Fund may notify you of its intent to liquidate your account unless it reaches the required minimum. You may prevent this by increasing the value of your account to at least the minimum within ninety days of the notice from the Fund.

The Fund may be limited in its ability to monitor or ensure that accounts opened through a financial intermediary meet the minimum investment requirements. Nevertheless, the Fund expects that financial intermediaries will comply with the Fund's investment requirements including applicable investment minimums. In the event the Fund is unable to prevent an account with a below minimum balance from opening, the Fund reserves the right to liquidate the account at anytime.

Initial investment minimums do not apply to investments made by the Trustees of the Trust and employees of the Adviser, its affiliates or their family members. The initial investment minimum may be reduced or waived for investments made by investors in wrap-free programs or other asset-based advisory fee programs where

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reduction or waiver of investment minimums is a condition for inclusion in the program.

The Fund reserves the right to waive any investment minimum to the extent such a decision is determined to be in the best interests of the Fund. The Fund also reserves the right to liquidate your account regardless of size.

When you buy shares, be sure to specify the Class of shares. If you do not choose a share Class, your investment will be made in Class A shares. If you are not eligible for the class you have selected, your investment may be refused. However, we recommend that you discuss your investment with a financial adviser before you make a purchase to be sure that the Fund and the share class are appropriate for you. In addition, consider the Fund's investment objective, principal investment strategies and principal risks as well as factors listed under "Description of Share Classes" to determine which Fund and share Class is most appropriate for your situation.

OPENING YOUR ACCOUNT

You can open a new account in any of the following ways:

- FINANCIAL ADVISER. You can establish an account by having your financial adviser process your purchase.

- COMPLETE THE APPLICATION. Please call 866.3HENDERSON (or 866.343.6337) to obtain an application. Make check payable to the name of the Fund.

  Mail to:

  REGULAR MAIL
  Henderson Global Funds
  PO Box 8391
  Boston, MA 02266-8391

  OVERNIGHT MAIL
  Boston Financial Data Services
  c/o Henderson Global Funds
  30 Dan Road
  Canton, MA 02021-2809
  866.3HENDERSON (or 866.343.6337)

Current shareholders may open a new identically registered account by one of the following methods:

- TELEPHONE EXCHANGE PLAN. You may exchange $500 or more from your existing account to another Henderson Fund account.

- WIRE. Call 866.3HENDERSON (or 866.343.6337) to arrange for this transaction:

  State Street Bank and Trust Company
  Attn: Mutual Funds
  Boston, MA 02110
  ABA # 0110-0002-8
  Attn: Henderson Global Funds
  Deposit DDA #9905-541-0
  FBO: (please specify the Fund name, account number and name(s) on account);

You must be a US citizen or an alien residing in the US or a US Territory with a valid US Taxpayer Identification Number to open an account. Entities must be based in the US or a US Territory and have a valid US Taxpayer Identification Number to open an account. US citizens living abroad may establish accounts with the Henderson Global Funds. If you are attempting to open an account with a financial intermediary, your account must be established manually prior to placing any investments. Please have a representative of the financial intermediary fax full account registration instructions to our shareholder services department. These instructions should include the following information:

- Account Registration

- Dealer Number

- Branch and Rep Number

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- Dealer Account Number (BIN)
- Matrix level
- Cash/Reinvest Option

Shareholder Services will contact the financial intermediary when the account has been established and is ready for investment. Orders received prior to this confirmation will not be considered complete and will not be eligible for pricing.

The Fund does not accept foreign correspondent or foreign private banking accounts.

ADDING TO YOUR ACCOUNT

There are several easy ways you can make additional investments to any Henderson Global Fund in your account:

- ask your financial adviser to purchase shares on your behalf
- send a check with the returnable portion of your statement
- wire additional investments through your bank using the wire instructions as detailed above
- authorize transfers by telephone between your bank account and your Henderson account through Automated Clearinghouse. You may elect this privilege on your account application or through a written request
- exchange shares from another Henderson Global Fund
- through an Automatic Investment Plan (please see "Investor Services and Programs-Purchase and Redemption Programs" for details)

HOW TO EXCHANGE SHARES

You can exchange your shares in the Fund for shares of the same Class of other Henderson Global Funds at NAV by having your financial adviser process your exchange request or by contacting shareholder services directly. Please note that a share exchange is a taxable event. To be eligible for exchange, shares of the Fund must be registered in your name or in the name of your financial adviser for your benefit for at least 15 days. The minimum exchange amount to establish a new account is the same as the investment minimum for your initial purchase. Shares otherwise subject to a CDSC will not be charged a CDSC in an exchange. However, when you redeem the shares acquired through the exchange, the shares you redeem may be subject to a CDSC, depending upon when you originally purchased the shares you exchanged. For purposes of computing the CDSC, the length of time you have owned your shares will be measured from the date of original purchase and will not be affected by any exchange. Shares exchanged between funds within 30 days of purchase may be subject to a 2.00% redemption fee, as described below under "Frequent Purchases and Redemption of Fund Shares."

HOW TO REDEEM SHARES

You may redeem your shares either by having your financial adviser process your redemption or by contacting shareholder services directly. The Fund normally sends your redemption proceeds within seven calendar days after your request is received in good order. "Good order" is defined by the requirements described below for redemptions processed by telephone or mail.

Under unusual circumstances such as when the New York Stock Exchange (NYSE) is closed, trading on the NYSE is restricted or if there is an emergency, the Fund may suspend redemptions or postpone payment. If you purchased the shares you are redeeming by check, the Fund may delay the payment of the redemption proceeds until the check has cleared, which may take up to 15 days from the purchase date.

You may give up some level of security in choosing to buy or sell shares by telephone rather than by mail. The Fund uses procedures designed to give reasonable assurance that telephone instructions are genuine, including recording the transactions, testing the identity of the shareholder placing the

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order, and sending prompt written confirmation of transactions to the shareholder of record. If these procedures are followed, the Fund and its service providers

are not liable for acting upon instructions communicated by telephone that they believe to be genuine.

REDEEMING THROUGH YOUR FINANCIAL ADVISER

You can request your financial adviser to process a redemption on your behalf. Your financial adviser will be responsible for furnishing all necessary documents to shareholder services and may charge you for this service.

REDEEMING DIRECTLY THROUGH SHAREHOLDER SERVICES

- BY TELEPHONE. You can call shareholder services at 866.3HENDERSON (or 866.343.6337) to have shares redeemed from your account and the proceeds wired or electronically transferred directly to a pre-designated bank account or mailed to the address of record. Shareholder services will request personal or other information from you and will generally record the calls. You may elect not to receive this privilege on your account application.

- BY MAIL. To redeem shares by mail, you can send a letter to shareholder services with the name of your Fund, your account number and the number of shares or dollar amount to be sold. Mail to:

  REGULAR MAIL
  Henderson Global Funds
  PO Box 8391
  Boston, MA 02266-8391

  OVERNIGHT MAIL
  Boston Financial Data Services
  c/o Henderson Global Funds
  30 Dan Road
  Canton, MA 02021-2809
  866.3HENDERSON (or 866.343.6337)

- BY WIRE AND/OR ACH. Redemptions in excess of $500 may be wired to your financial institution that is indicated on your account application. Please note that proceeds sent via wire will arrive the next business day and a $10.00 fee applies. Proceeds sent via ACH will arrive in 2-3 business days with no additional fee.

  Note: If an address change has occurred within 30 days of the redemption, a signature guarantee will be required.

SIGNATURE GUARANTEE / ADDITIONAL DOCUMENTATION

Your signature may need to be guaranteed by an eligible bank, broker, dealer, credit union, national securities exchange, registered securities association, clearing agency, or savings association. A NOTARY PUBLIC CANNOT PROVIDE A SIGNATURE GUARANTEE. Shareholder services may require additional documentation for certain types of registrations and transactions, in any of the following situations:

- You request a change to your current account registration, including your name and address, or are establishing or changing a TOD (Transfer on Death) beneficiary

- You want to redeem more than $200,000 in shares

- You want your redemption check mailed to an address other than the address on your account registration

- Your address of record was changed within the past 30 days

- You want the check made payable to someone other than the account owner

- You want to redeem shares, and you instruct the Fund to wire the proceeds to a bank or brokerage account, but you do not have the telephone redemption by wire plan on your account

- You want your redemption proceeds wired to an account other than your

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account of record

- Your name has changed by marriage or divorce (send a letter indicating your account number(s) and old and new names, signing the letter in both the old and new names and having both signatures guaranteed)

OTHER CONSIDERATIONS

RIGHT TO REJECT OR RESTRICT PURCHASE AND EXCHANGE ORDERS. Purchases and exchange orders should be made for investment purposes only. The Fund does not accept third party checks, money orders, cash, currency or monetary instruments in bearer form. The Fund reserves the right to reject or restrict any specific purchase or exchange request. We are required by law to obtain certain personal information from you which will be used to verify your identity. If you do not provide the information, we may not be able to open your account. If we are unable to verify your identity, we reserve the right to close your account or take such other steps as we deem reasonable.

Because an exchange request involves both a request to redeem shares of one fund and to purchase shares of another fund, the Henderson Global Funds consider the underlying redemption and purchase requests conditioned upon the acceptance of each of these underlying requests. Therefore, in the event that the funds reject an exchange request, neither the redemption nor the purchase side of the exchange will be processed. When a fund determines that the level of exchanges on any day may be harmful to its remaining shareholders, that fund may reject the exchange request or delay the payment of exchange proceeds for up to seven days to permit cash to be raised through the orderly liquidation of its portfolio securities to pay redemption proceeds. In the case of delay, the purchase side of the exchange will be delayed until the exchange proceeds are paid by the redeeming fund. If an exchange has been rejected or delayed shareholders may still place an order to redeem their shares.

ANTI-MONEY LAUNDERING LAWS. The Fund is required to comply with certain federal anti-money laundering laws and regulations. The Fund may be required to "freeze" the account of a shareholder if certain account information matches information on government lists of known terrorists or other suspicious persons or if the shareholder appears to be involved in suspicious activity, or the Fund may be required to transfer the account or the proceeds of the account to a government agency.

HOW TO PURCHASE, EXCHANGE AND REDEEM SHARES

FREQUENT PURCHASES AND REDEMPTIONS OF FUND SHARES. The Fund is designed for long-term investors and discourages short-term trading (market timing) and other excessive trading practices. These practices may disrupt portfolio management strategies and harm fund performance. However, the Fund receives purchase orders and sales orders through financial intermediaries and cannot always know or reasonably detect excessive trading which may be facilitated by these intermediaries or by the use of omnibus accounts by intermediaries. Omnibus accounts are comprised of multiple investors whose purchases and redemptions are aggregated and netted before being submitted to the Fund making it more difficult to identify and eliminate market timers. To the degree the Fund is able to identify excessive or short-term trading in accounts maintained by intermediaries, the Fund will seek the cooperation of the intermediary to enforce the Fund's excessive trading policy. However, there can be no assurance that an intermediary will cooperate in all instances. Certain intermediaries may not presently possess the same operational capabilities to track the number of purchase, redemption or exchange orders made by an individual investor as the Fund, or they may lack such capabilities entirely. Certain intermediaries may possess other capabilities to deter short-term or excessive trading upon which the Fund may rely. In general, the Fund cannot eliminate the possibility that market timing or other excessive trading activity will occur in the Fund.

As noted above, under "Other Considerations - Right to Reject or Restrict Purchase and Exchange Orders," the Fund reserves the right to reject or restrict any purchase order (including exchanges) from any investor. To minimize harm to the Fund and its shareholders, the Fund may, at the Fund's sole discretion, exercise these rights if an investor has a history of excessive trading or has been or may be disruptive to the Fund. In making this judgment, the Fund may consider trading done in multiple accounts under common or related ownership or control.

The Fund's Board of Trustees has adopted policies and procedures designed to discourage short-term trading and other excessive trading practices. The policies and procedures applicable to the Fund include: reviewing significant or unusual transactions or patterns of activity and fair valuing the Fund's

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investments when appropriate (see "Other Information-Pricing of Fund Shares" below).

In addition, a financial intermediary through which you may purchase shares of the Fund may also independently attempt to identify trading it considers inappropriate, which may include frequent or short-term trading, and take steps to deter such activity. In some cases, the intermediary may require the Fund's consent or direction to undertake those efforts, but the Fund may have little or no ability to modify the parameters or limits on trading activity set by the intermediary. As a result, an intermediary may limit or permit trading activity of its customers who invest in Fund shares using standards different from the standards used by the Fund and discussed in this Prospectus. The Fund's ability to impose restrictions on trading activity with respect to accounts traded through a particular intermediary may vary depending on the system capabilities, applicable contractual and legal restrictions and cooperation of the particular intermediary. IF YOU PURCHASE FUND SHARES THROUGH A FINANCIAL INTERMEDIARY, YOU SHOULD CONTACT THE INTERMEDIARY FOR MORE INFORMATION ABOUT WHETHER AND HOW RESTRICTIONS OR LIMITATIONS ON TRADING ACTIVITY WILL BE APPLIED TO YOUR ACCOUNT.

Class A and Class C shares redeemed within 30 days of purchase, including redemptions in connection with an exchange, may be subject to a redemption fee of 2.00% of the redemption proceeds that will be deducted from those proceeds. The redemption fee is retained by the Fund from which you are redeeming shares (including redemptions by exchange), and is intended to deter short-term trading and offset the trading costs, market impact and other costs associated with short-term trading in and out of the Fund. The redemption fee is imposed to the extent that the number of Fund shares you redeem exceeds the number of Fund shares that you have held for more than 30 days. In determining whether the minimum 30-day holding period has been met, only the period during which you have held shares of the Fund from which you are redeeming is counted. For this purpose, shares held longest will be treated as being redeemed first and shares held shortest as being redeemed last. The Funds reserve the right to waive the 2.00% redemption fee on a case-by-case basis. The 2.00% redemption fee will not be charged on transactions involving the following:

- Total or partial redemptions of shares by omnibus accounts maintained by brokers that do not have the systematic capability to track and process the redemption fee;

- Total or partial redemptions of shares by approved fee-based programs that do not have the systematic capability to track and process the redemption fee or require waiver of redemption fees as a condition for inclusion in the program;

- Total or partial redemptions of shares invested through retirement plans maintained pursuant to Sections 401, 403, 408, 408A and 457 of the Internal Revenue Code where the shares are held within omnibus accounts maintained by a retirement plan sponsor or record keeper that has a written agreement to provide data to assist the Funds in monitoring for excessive trading;

- Total or partial redemptions effectuated pursuant to an automatic non-discretionary rebalancing program or a systematic withdrawal plan set up in the Fund;

- Total or partial redemptions requested within 30 days following the death or post-purchase disability of (i) any registered shareholder on an account or (ii) the settlor of a living trust which is the registered shareholder of an account, of shares held in the

account at the time of death or initial determination of post-purchase disability;

- Total or partial redemption of shares acquired though reinvestment of dividends;

- Total or partial redemption of shares by registered investment management investment companies that have an agreement with the Adviser for that purpose; or

- Redemptions initiated by the Fund.

For shares purchased through a financial intermediary, shareholders should contact their financial intermediary for more information on whether the

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redemption fee is applied to their shares. In some cases, financial intermediaries investing wrap account assets through an omnibus account may charge the 2.00% redemption fee but apply operational policies or procedures that are more or less restrictive than those of the Fund.

In addition to the redemption fee described above, your financial adviser may charge service fees for handling redemption transactions. Your shares may also be subject to a CDSC.

Generally, you will be permitted to make up to 8 exchanges between the Class A and Class C shares of the Fund during any 12-month period. An exchange is any exchange (i) out of one fund into another fund or the Monarch Daily Assets Cash Fund or (ii) out of the Monarch Daily Assets Cash Fund into a fund. However, more than two exchanges during any 90-day period, excluding exchanges into or from the Monarch Daily Assets Cash Fund, may be considered excessive. The Fund reserves the right to accept exchanges in excess of this policy on a case-by-case basis if it believes that granting such an exception would not be disruptive to the portfolio management strategies and harm Fund performance. The Fund may also waive this restriction for shareholders investing through certain electronic mutual fund marketplaces.

REINSTATEMENT PRIVILEGE. Once a year, you may decide to reinstate shares of that you have redeemed within the past 90 days. You must send a letter to shareholder services, stating your intention to use the reinstatement privilege, along with your check for all or a portion of the previous redemption proceeds. Shares will be purchased at NAV on the day the check is received. Shares will be purchased into the account from which the redemption was made. The proceeds must be reinvested within the same share class. If shares were redeemed from a Class C account, the purchase will be processed so that no CDSC charges will be assessed against it in the future, but any CDSC charges that were incurred as a result of the original redemption will not be reversed.

IN-KIND DISTRIBUTIONS. The Fund reserves the right to pay redemption proceeds by a distribution in-kind of portfolio securities (rather than cash). In-kind distributions are taxable in the same manner as cash distributions. In the event that the Fund makes an in-kind distribution, you could incur the brokerage and transaction charges when converting the securities to cash. Should the in-kind distribution contain illiquid securities, you could have difficulty converting the assets into cash. The Fund has elected pursuant to Rule 18f-1 under the 1940 Act to commit to pay, during any 90-day period, your redemption proceeds in cash up to either $250,000 or 1% of the Fund's net assets, whichever is less.

INVESTOR SERVICES AND PROGRAMS

As a shareholder of the Fund, you have available to you a number of services and investment programs. Some of these services and programs may not be available to you if your shares are held in the name of your financial adviser or if your investment in the Fund is made through a retirement plan.

DISTRIBUTION OPTIONS

The following distribution options are generally available to all accounts and you may change your distribution option as often as you desire by having your financial adviser notify shareholder services or by contacting shareholder services directly:

- Dividend and capital gain distributions reinvested in additional shares (this option will be assigned if no other option is specified)
- Dividend distributions in cash; capital gain distributions reinvested in additional shares
- Dividend and capital gain distributions in cash
- Dividend and capital gain distributions reinvested in additional shares of another Henderson Global Fund of your choice

Reinvestments (net of any tax withholding) will be made in additional full and fractional shares of the same Class of shares at the NAV as of the close of business on the reinvestment date. See "Other Information- Undeliverable Distributions." Your request to change a distribution option must be received by shareholder services at least five business days before a distribution in order to be effective for that distribution. No interest will accrue on amounts represented by uncashed distribution or redemption checks.

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PURCHASE AND REDEMPTION PROGRAMS

For your convenience, the following purchase and redemption programs are made available to you without extra charge.

AUTOMATIC INVESTMENT PLAN. You can make cash investments through your checking account or savings account on any day of the month. If you do not specify a date, the investment will automatically occur on or about the fifteenth day of the month.

AUTOMATIC EXCHANGE PLAN. If you have an account balance of at least $5,000 in any Henderson Global Fund, you may participate in the automatic exchange plan, a dollar-cost averaging program. This plan permits you to make automatic monthly or quarterly exchanges from your account in the Fund for shares of the same Class of other Henderson Global Funds. Exchanges are taxable for federal income tax purposes. You may make exchanges with any of the other Henderson Global Funds under this plan. Exchanges will be made at NAV without any sales charges. You may terminate the Plan at any time on five business days notice.

REINVEST WITHOUT A SALES CHARGE. You can reinvest dividend and capital gain distributions into your account without a sales charge to add to your investment easily and automatically.

DISTRIBUTION INVESTMENT PROGRAM. You may purchase shares of any Henderson Global Fund without paying an initial sales charge or a CDSC upon redemption by automatically reinvesting dividend and capital gain distributions from the same Class of another fund.

SYSTEMATIC WITHDRAWAL PLAN. This plan is available to IRA accounts and non-IRA accounts with a minimum account balance of $5,000. You may elect to automatically receive or designate someone else to receive regular periodic payments on any day between the 4th and the last day of the month. If you do not specify a date, the investment will automatically occur on the fifteenth business day of the month. Each payment under this systematic withdrawal is funded through the redemption of your Fund shares. For Class C shares, you can receive up to 10% of the value of your account without incurring a CDSC charge in any one year (measured at the time you establish this plan). You may incur the CDSC (if applicable) when your shares are redeemed under this plan. You may terminate the Plan at any time on five business days notice.

As a shareholder of the Fund, you have available to you a number of services and investment programs.

INVESTOR SERVICES AND PROGRAMS

EXCHANGE PLAN

The Fund offers an exchange plan for Class A and Class C shares between the Fund and the Daily Assets Cash Fund, a series of the Monarch Funds. You may exchange your Fund shares for shares of the Daily Assets Cash Fund or exchange into the Fund from the Daily Assets Cash Fund on any day when BOTH the NYSE and the Federal Reserve Bank are open. All exchanges are made at the net asset value per share calculated on the business day the exchange request was received; however, to be effective on that date, a request to exchange in or out of the Daily Assets Cash Fund must be received by the purchase or redemption cutoff time described in the Daily Assets Cash Fund's prospectus, a copy of which can be obtained for free from us by calling 866.343.6337. Shares exchanged into the Daily Assets Cash Fund are entitled to receive distributions beginning the day following the exchange. Shares exchanged out of the Daily Assets Cash Fund are entitled to receive distributions for the time the shares were held, payable on the last business day of each month.

THIS EXCHANGE PLAN IS ONLY AVAILABLE THROUGH CERTAIN DEALERS AUTHORIZED BY THE FUND AT ITS SOLE DISCRETION AND WE MAY REJECT ANY EXCHANGE REQUEST IF WE THINK ACCEPTING IT WOULD BE HARMFUL TO THE FUND OR TO ITS EXISTING SHAREHOLDERS.

There is no fee to exchange shares; however, shares exchanged from the Fund into the Daily Assets Cash Fund within 30 days of purchase may be subject to a 2.00% redemption fee and exchanges in and out of the Daily Assets Cash Fund will count

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towards your limit of 8 exchanges during any 12 month period. These policies are previously described under "How to Purchase, Exchange and Redeem Shares-Other Considerations-Frequent Purchases and Redemptions of Fund Shares." For purposes of determining whether you qualify for a reduced sales charge under "Sales Charge Reductions - Class A Shares", the value of your Class A shares held will include the value of your Investor Shares held in the Daily Assets Cash Fund. For purposes of computing the CDSC for Class C shares, the length of time you have owned your shares will be measured from the date of original purchase and will include the time that you held shares of the Daily Assets Cash Fund.

Exchanges of shares are taxable events and may result in a gain or loss for federal income tax purposes. For more information about exchanging out of the Daily Assets Cash Fund, you should consult the Daily Assets Cash Fund's prospectus.

OTHER INFORMATION

PRICING OF FUND SHARES

The price of each Class of the Fund's shares is based on its NAV. The NAV of each Class of shares is determined as of the close of regular trading each day that the NYSE is open for trading (generally, 4:00 p.m., Eastern time) (referred to as the valuation time). The days that the NYSE is closed are listed in the SAI. To determine NAV, the Fund values its assets at current market values, or at a fair value.

Current market values may be considered to be not readily available for a security under certain circumstances, including when transactions in the security are infrequent, the validity of quotations appears questionable, there is a thin market, the size of reported trades is not considered representative of a company's holdings, trading for a security is restricted or halted or a significant event occurs after the close of a related exchange but before the determination of the Fund's NAV. In addition, substantial changes in values in the US markets subsequent to the close of a foreign market may affect the values of securities traded in the foreign market. Under the Fund's fair value pricing policies, the values of foreign securities may be adjusted from their last closing prices if such movements in the US market exceed a specified threshold. As a result of the foregoing, it is possible that fair value prices will be used by the Fund to a significant extent. The Fund has retained an independent statistical fair value pricing service to assist in the fair valuation of securities principally traded in a foreign market in order to adjust for possible changes in value that may occur between the close of the foreign exchange and the time as of which Fund shares are priced.

The use of fair value pricing by the Fund may cause the NAV of its shares to differ from the NAV that would be calculated using last reported prices. Fair value represents a good faith approximation of the value of a security. The fair value of one or more securities may not, in retrospect, be the prices at which those assets could have been sold during the period in which particular fair values were used in determining the Fund's NAV. As a result, the Fund's sale or redemption of its shares at NAV, at a time when holding or holdings are valued at fair value, may have the effect of diluting or increasing the economic interest of existing shareholders.

The Board of Trustees has adopted procedures for valuing the Fund's securities. Securities are fair valued according to methodologies adopted by the Board in advance or as determined by the Valuation Committee of the Board. Any securities that are fair valued will be reviewed by the Board of Trustees of the Fund at the next regularly scheduled quarterly meeting of the Board.

Your purchase or redemption order will be calculated at the NAV next calculated, after the deduction of any required tax withholding, if your order is complete (has all required information) and shareholder services receives your order by:

- shareholder services' close of business, if placed through a financial intermediary, so long as the financial intermediary (or its authorized designee) received your order by the valuation time; or

- the valuation time, if placed directly by you (not through a financial intermediary such as a broker or bank) to shareholder services.

The Fund has authorized one or more brokers to receive on its behalf purchase and redemption orders. Such brokers are authorized to designate other intermediaries to receive purchase and redemption orders on the Fund's behalf. Such intermediaries may include financial advisers, custodians, trustees, retirement plan administrators or recordkeepers. The Fund will be deemed to have received a purchase or redemption order when an authorized broker or, if

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applicable, a broker's authorized designee, receives the order. Customer orders will be priced at the Fund's NAV next computed after they are received by an authorized broker or the broker's authorized designee.

The Fund invests in certain securities which are primarily listed on foreign exchanges that trade on weekends and other days when the Fund does not price its shares. Therefore, the value of the Fund's holdings may change on days when you will not be able to purchase or redeem its shares.

DISTRIBUTIONS

The Fund intends to pay substantially all of its net income (including any realized net capital gains) to shareholders at least annually.

See "Investor Services and Programs -- Distribution Options" for information concerning the manner in which dividends and distributions to shareholders may be automatically reinvested in additional shares. Dividends and distributions will be taxable to shareholders whether they are reinvested in shares of the Funds or received in cash.

UNDELIVERABLE DISTRIBUTIONS

If a check representing (1) sale proceeds, (2) a withdrawal under the systematic withdrawal plan, or (3) a dividend/capital gains distribution is returned "undeliverable" or remains uncashed for six months, the Fund may cancel the check and reinvest the proceeds in the Fund from which the transaction was initiated. In addition, after such six-month period: (1) the Fund will terminate your systematic withdrawal plan and future withdrawals will occur only when requested, and (2) the Fund will automatically reinvest future dividends and distributions in the Fund.

TAX CONSIDERATIONS

The following discussion is very general and is limited solely to US federal income tax considerations. You are urged to consult your tax adviser before making an investment

decision regarding the effect that an investment in the Fund may have on your particular tax situation.

TAXABILITY OF DISTRIBUTIONS. As long as the Fund qualifies for treatment as a regulated investment company under the Internal Revenue Code of 1986, as amended, it pays no federal income tax on the income or gains it distributes to shareholders.

You will generally have to pay federal income taxes, and any applicable state or local taxes, on the distributions you receive from the Fund, whether you take the distributions in cash or reinvest them in additional shares. Distributions designated as net capital gain dividends are taxable for federal income tax purposes as long-term capital gains which for taxable years beginning on or before December 31, 2010 are taxable to noncorporate investors at a maximum federal income tax rate of 15%, regardless of how long you have held shares of the Fund. Distributions designated as "qualified dividend income" will generally be taxed to noncorporate investors at federal income tax rates applicable to long-term capital gain, provided certain holding period and other requirements are satisfied. Dividends received by the Fund from certain foreign corporations are not expected to qualify for treatment as qualified dividend income when distributed by the Fund. Other distributions are generally taxable as ordinary income. Dividends paid in January may be taxable as if they had been paid the previous December.

The Internal Revenue Service (IRS) Form 1099 that is mailed to you every January details your distributions and how they are treated for federal income tax purposes. Fund distributions will reduce the Fund's NAV per share. Therefore, if you buy shares after the Fund has experienced capital appreciation but before the record date of a distribution of those gains, you may pay the full price for the shares and then effectively receive a portion of the purchase price back as a taxable distribution.

The Fund may be eligible to elect to "pass through" to you foreign income taxes that it pays if more than 50% of the value of its total assets at the close of its taxable year consists of stock or securities of foreign corporations. If the

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Fund is eligible for and makes this election, you will be required to include your share of those taxes in gross income as a distribution from the Fund. You will then be allowed to claim a credit (or a deduction, if you itemize deductions) for such amounts on your federal income tax return, subject to certain limitations. Tax-exempt holders of Fund shares such as a qualified retirement plan, will not generally benefit from such a deduction or credit.

As discussed under "Fund Summary-Principal Risks of Investing in the Fund," high rates of portfolio turnover will result in the realization of short-term capital gains. The payment of taxes on these gains could adversely affect your after tax return on your investment in the Fund. Any distributions resulting from such gains will be considered ordinary income for federal income tax purposes.

WITHHOLDING. The Fund is required in certain circumstances to apply backup withholding at the rate of 28% on dividends and redemption proceeds paid to any shareholder who does not furnish to the Fund certain information and certifications or who is otherwise subject to backup withholding. Backup withholding is not an additional tax. Any amounts withheld may be credited against the shareholder's federal income tax liability provided the appropriate information is furnished to the IRS. If you are neither a citizen nor a resident of the US, the Fund will generally withhold US federal income tax at a rate of 30% on dividends and other payments that are subject to such withholding. You may be able to arrange for a lower withholding rate under an applicable income tax treaty if you supply the appropriate documentation to the Fund. Backup withholding will not be applied to payments that have been subject to non-resident alien withholding. Prospective investors should read the Henderson Global Funds' Account Application for additional information regarding backup withholding of federal income tax.

TAXABILITY OF TRANSACTIONS. When you redeem, sell or exchange shares, it is generally considered a taxable event for you, unless you are a tax-exempt holder of Fund shares, such as a qualified retirement plan. Depending on the type of account in which you hold shares of the Fund, and depending on the purchase price and the sale price of the shares you redeem, sell or exchange, you may realize a gain or a loss on the transaction for federal income tax purposes. The gain or loss will generally be treated as a long-term capital gain or loss if the shares were held for more than one year and, if not held for such period, as a short-term capital gain or loss. You are responsible for any tax liabilities generated by your transactions.

UNIQUE NATURE OF THE FUND

Henderson and its affiliates may serve as the investment adviser to other funds which have investment goals and principal investment policies and risks similar to those of the Fund, and which may be managed by the Fund's portfolio managers. While the Fund may have many similarities to these other funds, its investment performance will differ from the other funds' investment performance. This is due to a number of differences between the funds, including differences in sales charges, expense ratios, investments and cash flows.

PROVISION OF ANNUAL AND SEMI-ANNUAL REPORTS AND PROSPECTUS

The Fund produces financial reports every six months and updates the Prospectus annually. To avoid sending duplicate copies of materials to households, only one copy of the Henderson Global Funds' annual and semi-annual report or Prospectus will be mailed to shareholders having the same residential address on the funds' records. However, any shareholder may contact shareholder services (see back cover for address and phone number) to request that copies of these reports and the Prospectus be sent personally to that shareholder.

FINANCIAL HIGHLIGHTS

The Industries of the Future Fund commenced operations on August 29, 2008, therefore no financial highlights are shown for the Fund.

MORE INFORMATION ABOUT THE FUND IS AVAILABLE FREE UPON REQUEST, INCLUDING THE FOLLOWING:

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ANNUAL/SEMI-ANNUAL REPORTS

You will receive unaudited semi-annual reports and audited annual reports on a regular basis from the Fund. Additional information about the Fund's investments is available in the Fund's semi-annual and annual reports. In the Fund's annual report, you will find a discussion of the market conditions and investment strategies that significantly affected the Fund's performance during its last fiscal year.

STATEMENT OF ADDITIONAL INFORMATION

Provides more details about the Fund and its policies. A current Statement of Additional Information is on file with the Securities and Exchange Commission and is incorporated by reference (is legally considered part of this Prospectus).

You can request other information, including a Statement of Additional Information and annual or semi-annual reports, free of charge, as provided below.

TO OBTAIN INFORMATION:

BY TELEPHONE
Call 866.3HENDERSON (or 866.343.6337) for shareholder services or 866.4HENDERSON (or 866.443.6337) for other services

BY MAIL
Write to:
Henderson Global Funds
P.O. Box 8391
Boston, MA 02266-8391

BY OVERNIGHT DELIVERY TO
Boston Financial Data Services
c/o Henderson Global Funds
30 Dan Road
Canton, MA 02021-2809
866.3HENDERSON (or 866.343.6337)

ON THE INTERNET
You may also find more information about the Fund on the Internet at http://www.hendersonglobalinvestors.com, including copies of the Statement of Additional Information and annual and semi-annual reports. This website is not considered part of the Prospectus.

You can also obtain information about the Fund and a copy of the Statement of Additional Information from the Securities and Exchange Commission as follows:

BY MAIL
Securities and Exchange Commission
Public Reference Section
Washington, DC 20549-0102
(The SEC charges a fee to copy documents.)

BY ELECTRONIC REQUEST
publicinfo@sec.gov
(The SEC charges a fee to copy documents.)

IN PERSON
Public Reference Room in Washington, DC
(For more information and hours of operation, call (202) 551-8090.)

VIA THE INTERNET
on the EDGAR Database at http//www.sec.gov

SEC file number: 811-10399

HENDERSON INDUSTRIES OF THE FUTURE FUND

SERIES OF

HENDERSON GLOBAL FUNDS
737 NORTH MICHIGAN AVENUE, SUITE 1700
CHICAGO, ILLINOIS 60611

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STATEMENT OF ADDITIONAL INFORMATION

August 29, 2008

Henderson Global Funds (the "Trust") is an open-end management investment company that currently consists of eleven portfolios. The Henderson Industries of the Future Fund (the "Fund") is non-diversified. This Statement of Additional Information ("SAI") relates to the Class A and Class C shares of the Fund. The other series of the Trust are described in separate Statements of Additional Information. The Fund is managed by Henderson Global Investors (North America) Inc. (the "Adviser") and is sub-advised by Henderson Investment Management Limited ("HIML" or the "Subadviser").

This SAI is not a prospectus and should be read in conjunction with the prospectus for the Fund dated August 29, 2008 (the "Prospectus"). The Prospectus and the annual and semi-annual reports, when available, of the Fund may be obtained upon request and without charge from the Trust by calling 866.3Henderson (or 866.343.6337).

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No person has been authorized to give any information or to make any representations not contained in this SAI or in the Prospectus in connection with the offering made by the Prospectus and, if given or made, such information or representations must not be relied upon as having been authorized by the Fund or the Distributor. The Prospectus does not constitute an offering by the Fund or by the Distributor in any jurisdiction in which such offering may not lawfully be made.

FUND HISTORY AND GENERAL INFORMATION

The Trust is an open-end management investment company organized as a Delaware statutory trust on May 11, 2001 and consists of eleven portfolios.

Henderson Global Investors (North America) Inc. is the investment adviser and HIML is the subadviser for the Fund. Descriptions in this SAI of a particular investment practice or technique in which the Fund may engage or a financial instrument which the Fund may purchase are meant to describe the spectrum of investments that the Adviser and the Subadviser in their discretion might, but are not required to, use in managing the Fund's portfolio assets. For example, the Adviser and Subadviser may, in their discretion, at any time employ a given practice, technique or instrument for the Fund. It is also possible that certain types of financial instruments or investment techniques described herein may not be available, permissible, economically feasible or effective for their intended purposes in some or all markets, in which case the Fund would not use them. Investors should also be aware that certain practices, techniques, or instruments could, regardless of their relative importance in the Fund's overall investment strategy, from time to time have a material impact on the Fund's performance.

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INVESTMENT OBJECTIVE AND STRATEGIES

The Fund has its own investment objective and policies, which are described in the Fund's Prospectus. Descriptions of the Fund's policies, strategies and investment restrictions, as well as additional information regarding the characteristics and risks associated with the Fund's investment techniques, are set forth below.

In evaluating the environmental and social profile of other business activities a company is involved in for purposes of the Fund's environmental, social or ethical criteria, the Fund will not invest in companies which:

- Persistently breach laws and regulations concerning corporate governance, competition, consumer relations, health and safety, employment practices, and the environment.
- Are complicit in cases of bribery and corruption, abuses of human rights or irresponsible marketing practices.
- Actively resist the shift to more sustainable and responsible corporate behavior.

In applying these principles, the portfolio managers will apply various avoidance criteria, which may change from time to time, which take into account the significance of a company's involvement in various issues such as alcohol, animal testing, armaments, automotive industry, chemicals, forestry, gambling, genetic engineering, greenhouse gas emissions, intensive farming, nuclear power, pornography, road building and tobacco.

Whenever an investment objective, policy or restriction set forth in the Prospectus or this SAI states a maximum percentage of assets that may be invested in any security or other asset or describes a policy regarding quality standards, such percentage limitation or standard shall, unless otherwise indicated, apply to the Fund only at the time a transaction is entered into. Accordingly, if a percentage limitation is adhered to at the time of investment, a later increase or decrease in the percentage which results from circumstances not involving any affirmative action by the Fund, such as a change in market conditions or a change in the Fund's asset level or other circumstances beyond the Fund's control, will not be considered a violation. The

Adviser, subject to the supervision of the Board of Trustees, will monitor the percentage of illiquid securities held by the Fund.

FUND INVESTMENTS AND RELATED RISKS

BANKING INDUSTRY AND SAVINGS AND LOAN OBLIGATIONS. Certificates of deposit are negotiable certificates issued against funds deposited in a commercial bank for a definite period of time and earning a specified return. Bankers' acceptances are negotiable drafts or bills of exchange, normally drawn by an importer or exporter to pay for specific merchandise, which are "accepted" by a bank (meaning, in effect, that the bank unconditionally agrees to pay the face value of the instrument at maturity). In addition to investing in certificates of deposit and bankers' acceptances, the Fund may invest in time deposits in banks or savings and loan associations. Time deposits are generally similar to certificates of deposit, but are uncertificated. The Fund's investments in certificates of deposit, time deposits, and bankers' acceptance are limited to obligations of (i) banks having total assets in excess of $1 billion, (ii) US banks which do not meet the $1 billion asset requirement, if the principal amount of such obligation is fully insured by the Federal Deposit Insurance Corporation (the "FDIC"), (iii) savings and loan associations which have total assets in excess of $1 billion and which are members of the FDIC, and (iv) foreign banks if the obligation is, in the Adviser or Subadviser's opinion, of an investment quality comparable to other debt securities which may be purchased by the Fund. The Fund's investments in certificates of deposit of savings associations are limited to obligations of Federal and state-chartered institutions whose total assets exceed $1 billion and whose deposits are insured by the FDIC.

BORROWING. The Fund may borrow money as permitted by the Investment Company Act of 1940, as amended (the "1940 Act"), including up to 5% of the value of its total assets at the time of such borrowings for temporary purposes and in excess of the 5% limit to meet redemption requests. This borrowing may be unsecured. The 1940 Act requires the Fund to maintain continuous asset coverage of 300% of the amount borrowed. If the 300% asset coverage should decline as a result of market fluctuations or other reasons, the Fund may be required to sell some of its portfolio holdings within three days to reduce the debt and restore the 300% asset coverage, even though it may be disadvantageous from an investment standpoint to sell securities at that time. Borrowed funds are

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subject to interest costs that may or may not be offset by amounts earned on the borrowed funds. The Fund may also be required to maintain minimum average balances in connection with such borrowing or to pay a commitment fee or other fees to maintain a line of credit; either of these requirements would increase the cost of borrowing over the stated interest rate. The Fund may, in connection with permissible borrowings, transfer as collateral securities owned by the Fund.

COMMERCIAL PAPER. Commercial paper represents short-term unsecured promissory notes issued in bearer form by bank holding companies, corporations and finance companies. The Fund may invest in commercial paper that is rated Prime-1 by Moody's or A-1 by S&P or, if not rated by Moody's or S&P, is issued by a company having an outstanding debt issue rated Aaa or Aa by Moody's or AAA or AA by S&P.

CONTRACTS FOR DIFFERENCE. A contract for difference ("CFD") is an agreement between two parties to settle at the close of the contract the difference between the opening price and closing price of a security identified in the contract, multiplied by the number of shares specified in the contract. When entering into a CFD, the Fund attempts to predict either that the price of the security will fall (taking a short position) or that the price of the security will rise (taking a long position).

CONVERTIBLE SECURITIES. The Fund may invest in corporate bonds, notes, debentures, preferred stock and other securities that may be converted or exchanged at a stated or determinable exchange ratio into underlying shares of common stock. Investments in convertible securities can provide income through interest and dividend payments as well as an opportunity for capital appreciation by virtue of their conversion or exchange features. Because convertible securities can be converted into equity securities, their values will normally vary in some proportion with those of the underlying equity securities. Convertible securities usually provide a higher yield than the underlying equity, however, so that the price decline of a convertible security may sometimes be less substantial than that of the underlying equity security. The exchange ratio for any particular convertible security may be adjusted from time to time due to stock splits, dividends, spin-offs, other corporate distributions or scheduled changes in the exchange ratio. Convertible debt securities and convertible preferred stocks, until converted, have general characteristics similar to both debt and equity securities. Although to a lesser extent than with debt securities generally, the market value of convertible securities tends to decline as interest rates increase and, conversely, tends to increase as interest rates decline. In addition, because of the conversion or exchange feature, the market value of convertible securities typically changes as the market value of the underlying common stock changes, and, therefore, also tends to follow movements in the general market for equity securities. When the market price of the underlying common stock increases, the price of a convertible security tends to rise as a reflection of the value of the underlying common stock, although typically not as much as the price of the underlying common stock. While no securities investments are without risk, investments in convertible securities generally entail less risk than investments in common stock of the same issuer.

As debt securities, convertible securities are investments that provide for a stream of income. Like all debt securities, there can be no assurance of income or principal payments because the issuers of the convertible securities may default on their obligations. Convertible securities generally offer lower yields than non-convertible securities of similar quality because of their conversion or exchange features.

Convertible securities generally are subordinated to other similar but non-convertible securities of the same issuer, although convertible bonds, as corporate debt obligations, are senior in right of payment to all equity securities, and convertible preferred stock is senior to common stock of the same issuer. However, convertible bonds and convertible preferred stock typically have lower coupon rates than similar non-convertible securities. Convertible securities may be issued as fixed-income obligations that pay current income.

DEBT SECURITIES. The Fund may invest in debt securities. Investment in debt securities involves both interest rate and credit risk. Generally, the value of debt instruments rises and falls inversely with fluctuations in interest rates. As interest rates decline, the value of debt securities generally increases. Conversely, rising interest rates tend to cause the value of debt securities to decrease. Bonds with longer maturities generally are more volatile than bonds with shorter maturities. The market value of debt securities also varies according to the relative financial condition of the issuer. In general, lower-quality bonds offer higher yields due to the increased risk that the issuer will be unable to meet its obligations on interest or principal payments at the time called for by the debt instrument.

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Investment-Grade Debt Securities. Bonds rated Aaa by Moody's and AAA by S&P are judged to be of the best quality (i.e., capacity to pay interest and repay principal is extremely strong). Bonds rated Aa/AA are considered to be of high quality (i.e., capacity to pay interest

and repay principal is very strong and differs from the highest rated issues only to a small degree). Bonds rated A are viewed as having many favorable investment attributes, but elements may be present that suggest a susceptibility to the adverse effects of changes in circumstances and economic conditions than debt in higher-rated categories. Bonds rated Baa/BBB (considered by Moody's to be "medium grade" obligations) are considered to have an adequate capacity to pay interest and repay principal, but certain protective elements may be lacking (i.e., such bonds lack outstanding investment characteristics and have some speculative characteristics). The Fund may invest in debt securities that are given an investment-grade rating by Moody's or S&P, and may also invest in unrated debt securities that are considered by the Adviser or Subadviser to be of comparable quality.

High Yield Debt Securities. The Fund may invest in high yield debt securities. Securities rated lower than Baa by Moody's or BBB by S&P, and comparable unrated securities (commonly referred to as "high yield" or "junk" bonds), including many emerging markets bonds, are considered to be predominantly speculative with respect to the issuer's continuing ability to meet principal and interest payments. The lower the ratings of corporate debt securities, the more their risks render them like equity securities. Such securities carry a high degree of risk (including the possibility of default or bankruptcy of the issuers of such securities), and generally involve greater volatility of price and risk of principal and income (and may be less liquid) than securities in the higher rating categories. (See Appendix A for a more complete description of the ratings assigned by Moody's and S&P and their respective characteristics.)

Lower-rated and unrated securities are especially subject to adverse changes in general economic conditions and to changes in the financial condition of their issuers. Economic downturns may disrupt the high yield market and impair the ability of issuers to repay principal and interest. Also, an increase in interest rates would likely have an adverse impact on the value of such obligations. During an economic downturn or period of rising interest rates, highly leveraged issuers may experience financial stress which could adversely affect their ability to service their principal and interest payment obligations. Prices and yields of high yield securities will fluctuate over time and, during periods of economic uncertainty, volatility of high yield securities may adversely affect the Fund's net asset value. In addition, investments in high yield zero coupon or pay-in-kind bonds, rather than income-bearing high yield securities, may be more speculative and may be subject to greater fluctuations in value due to changes in interest rates.

Changes in interest rates may have a less direct or dominant impact on high yield bonds than on higher quality issues of similar maturities. However, the price of high yield bonds can change significantly or suddenly due to a host of factors including changes in interest rates, fundamental credit quality, market psychology, government regulations, US economic growth and, at times, stock market activity. High yield bonds may contain redemption or call provisions. If an issuer exercises these provisions in a declining interest rate market, the Fund may have to replace the security with a lower yielding security.

The trading market for high yield securities may be thin to the extent that there is no established retail secondary market or because of a decline in the value of such securities. A thin trading market may limit the ability of the Fund to accurately value high yield securities in the Fund's portfolio, adversely affect the price at which the Fund could sell such securities, and cause large fluctuations in the daily net asset value of the Fund's shares. Adverse publicity and investor perceptions, whether or not based on fundamental analysis, may decrease the value and liquidity of low-rated debt securities, especially in a thinly traded market. When secondary markets for high yield securities become relatively less liquid, it may be more difficult to value

the securities, requiring additional research and elements of judgment. These securities may also involve special registration responsibilities, liabilities and costs, and liquidity and valuation difficulties.

Credit quality in the high yield securities market can change suddenly and unexpectedly, and even recently issued credit ratings may not fully reflect the actual risks posed by a particular high yield security. For these reasons, it is the policy of the Adviser and Subadviser not to rely exclusively on

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ratings issued by established credit rating agencies, but to supplement such ratings with its own independent and on-going review of credit quality. The achievement of the Fund's investment objectives by investment in such securities may be more dependent on the Adviser's or Subadviser's credit analysis than is the case for higher quality bonds. Should the rating of a portfolio security be downgraded, the Adviser or Subadviser will determine whether it is in the best interest of the Fund to retain or dispose of such security. However, should any individual bond held by the Fund be downgraded below a rating of C, the Adviser or Subadviser currently intend to dispose of such bond based on then existing market conditions.

Prices for high yield securities may be affected by legislative and regulatory developments. For example, Federal rules require savings and loan institutions to gradually reduce their holdings of this type of security. Also, Congress has from time to time considered legislation that would restrict or eliminate the corporate income tax deduction for interest payments in these securities and regulate corporate restructurings. Such proposed legislation, if enacted, may significantly depress the prices of outstanding securities of this type.

FIRM COMMITMENT AGREEMENTS AND "WHEN-ISSUED" SECURITIES. New issues of certain debt securities are often offered on a "when-issued" basis, meaning the payment obligation and the interest rate are fixed at the time the buyer enters into the commitment, but delivery and payment for the securities normally take place after the date of the commitment to purchase. Firm commitment agreements call for the purchase of securities at an agreed-upon price on a specified future date. The Fund uses such investment techniques in order to secure what is considered to be an advantageous price and yield to the Fund and not for purposes of leveraging the Fund's assets. In either instance, the Fund will maintain in a segregated account with its custodian cash or liquid securities equal (on a daily marked-to-market basis) to the amount of its commitment to purchase the underlying securities.

FOREIGN SECURITIES. The securities of foreign issuers in which the Fund may invest include non-US dollar-denominated debt securities, Euro dollar securities, sponsored American Depositary Receipts ("ADRs"), European Depositary Receipts ("EDRs"), Global Depositary Receipts ("GDRs") and related depository instruments, American Depositary Shares ("ADSs"), European Depositary Shares ("EDSs") Global Depositary Shares ("GDSs"), and debt securities issued, assumed or guaranteed by foreign governments or political subdivisions or instrumentalities thereof. Shareholders should consider carefully the substantial risks involved in investing in securities issued by companies and governments of foreign nations, which are in addition to the usual risks inherent in the Fund's domestic investments.

Although the Adviser and Subadviser intend to invest the Fund's assets only in nations that are generally considered to have relatively stable and friendly governments, there is the possibility of expropriation, nationalization, repatriation or confiscatory taxation, taxation on income earned in a foreign country and other foreign taxes, foreign exchange controls (which may include suspension of the ability to transfer currency from a given country), default on foreign government securities, political or social instability or diplomatic developments which could affect investments in securities of issuers in those nations. In addition, in many countries

there is less publicly available information about issuers than is available for US companies. Moreover, foreign companies are not generally subject to uniform accounting, auditing and financial reporting standards, and auditing practices and requirements may not be comparable to those applicable to US companies. In many foreign countries, there is less governmental supervision and regulation of business and industry practices, stock exchanges, brokers, and listed companies than in the United States. Foreign securities transactions may also be subject to higher brokerage costs than domestic securities transactions. The foreign securities markets of many of the countries in which the Fund may invest may also be smaller, less liquid and subject to greater price volatility than those in the United States. In addition, the Fund may encounter difficulties or be unable to pursue legal remedies and obtain judgment in foreign courts.

Foreign bond markets have different clearance and settlement procedures and in certain markets there have been times when settlements have been unable to keep pace with the volume of securities transactions, making it difficult to conduct such transactions. Delays in settlement could result in temporary periods when assets of the Fund are uninvested and no return is earned thereon. The inability of the Fund to make intended security purchases due to settlement problems could cause the Fund to miss attractive investment opportunities. Further, the inability to dispose of portfolio securities due to settlement problems could result either in losses to the Fund because of subsequent declines in the value of the portfolio security or, if the Fund has entered into a contract to sell the security, in possible liability to the purchaser. It may be more difficult for the Fund's agents to keep currently informed about

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corporate actions such as stock dividends or other matters that may affect the prices of portfolio securities. Communications between the United States and foreign countries may be less reliable than within the United States, thus increasing the risk of delayed settlements of portfolio transactions or loss of certificates for portfolio securities. Moreover, individual foreign economies may differ favorably or unfavorably from the United States economy in such respects as growth of gross national product, rate of inflation, capital reinvestment, resource self-sufficiency and balance of payments position. The Adviser and Subadviser seek to mitigate the risks to the Fund associated with the foregoing considerations through investment variation and continuous professional management.

ADRs, EDRs, GDRs, ADSs, EDSs, GDSs and related securities are depositary instruments, the issuance of which is typically administered by a US or foreign bank or trust company. These instruments evidence ownership of underlying securities issued by a US or foreign corporation. ADRs are publicly traded on exchanges or over-the-counter ("OTC") in the United States. Unsponsored programs are organized independently and without the cooperation of the issuer of the underlying securities. As a result, information concerning the issuer may not be as current or as readily available as in the case of sponsored depositary instruments, and their prices may be more volatile than if they were sponsored by the issuers of the underlying securities.

For the Fund, investment in foreign securities usually will involve currencies of foreign countries. Moreover, the Fund may temporarily hold funds in bank deposits in foreign currencies during the completion of investment programs and may purchase forward foreign currency contracts. Because of these factors, the value of the assets of the Fund as measured in US dollars may be affected favorably or unfavorably by changes in foreign currency exchange rates and exchange control regulations, and the Fund may incur costs in connection with conversions between various currencies. Although the Fund's custodian values the Fund's assets daily in terms of US dollars, the Fund does not intend to convert its holdings of foreign currencies into US dollars on a daily basis. The Fund will do so from time to time, however, and

investors should be aware of the costs of currency conversion. Although foreign exchange dealers do not charge a fee for conversion, they do realize a profit based on the difference (the "spread") between the prices at which they are buying and selling various currencies. Thus, a dealer may offer to sell a foreign currency to the Fund at one rate, while offering a lesser rate of exchange should the Fund desire to resell that currency to the dealer. The Fund will conduct its foreign currency exchange transactions either on a spot (i.e., cash) basis at the spot rate prevailing in the foreign currency exchange market, or through entering into forward contracts to purchase or sell foreign currencies.

Because the Fund may be invested in both US and foreign securities markets, changes in its share price may have a low correlation with movements in US markets. The Fund's share price will reflect the movements of the different stock and bond markets in which it is invested (both US and foreign), and of the currencies in which the investments are denominated. Thus, the strength or weakness of the US dollar against foreign currencies may account for part of the Fund's investment performance. US and foreign securities markets do not always move in step with each other, and the total returns from different markets may vary significantly. Currencies in which the Fund's assets are denominated may be devalued against the US dollar, resulting in a loss to the Fund.

EMERGING MARKETS. The Fund could have significant investments in securities traded in emerging markets. Investors should recognize that investing in such countries involves special considerations, in addition to those set forth above, that are not typically associated with investing in United States securities and that may affect the Fund's performance favorably or unfavorably.

In recent years, many emerging market countries around the world have undergone political changes that have reduced government's role in economic and personal affairs and have stimulated investment and growth. Historically, there is a strong direct correlation between economic growth and stock market returns.

Investments in companies domiciled in developing countries may be subject to potentially higher risks than investments in developed countries. Such risks include (i) less social, political and economic stability; (ii) a small market for securities and/or a low or nonexistent volume of trading, which result in a lack of liquidity and in greater price volatility; (iii) certain national policies that may restrict the Fund's investment opportunities, including restrictions on investment in issuers or industries deemed sensitive to national interests; (iv) foreign taxation; (v) the absence of developed structures governing private or foreign investment or allowing for judicial redress for injury to private property; (vi) the absence, until relatively recently in certain Eastern European countries, of a capital market structure or market-oriented economy; (vii) the possibility that recent favorable economic

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developments in Eastern Europe may be slowed or reversed by unanticipated political or social events in such countries; and (viii) the possibility that currency devaluations could adversely affect the value of the Fund's investments. Further, many emerging markets have experienced and continue to experience high rates of inflation.

Certain developing countries, including Eastern European countries, that do not have well-established trading markets are characterized by an absence of developed legal structures governing private and foreign investments and private property. In addition, 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 of foreign persons

to only a specific class of securities of a company that may have less advantageous terms than securities of the company available for purchase by nationals.

Authoritarian governments in certain developing countries, including Eastern European countries, may require that a governmental or quasi-governmental authority act as custodian of the Fund's assets invested in such country. To the extent such governmental or quasi-governmental authorities do not satisfy the requirements of the 1940 Act, with respect to the custody of the Fund's cash and securities, the Fund's investment in such countries may be limited or may be required to be effected through intermediaries. The risk of loss through governmental confiscation may be increased in such countries.

FOREIGN CURRENCY EXCHANGE TRANSACTIONS. The Fund may enter into forward foreign currency contracts in order to protect against uncertainty in the level of future foreign exchange rates in the purchase and sale of securities ("transaction hedge"). The Fund also may hedge some or all of its investments denominated in a foreign currency or exposed to foreign currency fluctuations against a decline in the value of that currency relative to the US dollar by entering into forward foreign currency contracts to sell an amount of that currency (or a proxy currency whose performance is expected to replicate or exceed the performance of that currency relative to the US dollar) approximating the value of some or all of its portfolio securities denominated in that currency ("position hedge") or by participating in options or futures contracts with respect to the currency. The Fund may also enter into a forward foreign currency contract with respect to a currency where the Fund is considering the purchase or sale of investments denominated in that currency but has not yet selected the specific investments ("anticipatory hedge"). In any of these circumstances the Fund may, alternatively, enter into a forward foreign currency contract to purchase or sell one foreign currency for a second currency that is expected to perform more favorably relative to the US dollar if the portfolio manager believes there is a reasonable degree of correlation between movements in the two currencies ("cross-hedge"). A forward foreign currency contract is an obligation to purchase or sell a specific currency for an agreed price at a future date (usually less than a year), and typically is individually negotiated and privately traded by currency traders and their customers. A forward foreign currency contract generally has no deposit requirement, and no commissions are charged at any stage for trades. Although foreign exchange dealers do not charge a fee for commissions, they do realize a profit based on the difference between the price at which they are buying and selling various currencies. Although these contracts are intended to minimize the risk of loss due to a decline in the value of the hedged currencies, at the same time, they tend to limit any potential gain which might result should the value of such currencies increase.

While the Fund may enter into forward foreign currency contracts to reduce currency exchange risks, unforeseen changes in currency exchange rates may result in poorer overall performance for the Fund than if it had not engaged in such transactions. Moreover, there may be an imperfect correlation between the Fund's portfolio holdings of securities denominated in a particular currency and forward foreign currency contracts entered into by the Fund. Proxy hedges and cross-hedges, in particular, may result in losses if the currency used to hedge does not perform similarly to the currency in which hedged securities are denominated. An imperfect correlation of this type may prevent the Fund from achieving the intended hedge or expose the Fund to the risk of currency exchange loss.

Currency transactions are subject to risks different from those of other portfolio transactions. Because currency control is of great importance to the issuing governments and influences economic planning and policy, purchases and sales of currency and related instruments can be negatively affected by government exchange controls, blockages, and

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manipulations or exchange restrictions imposed by governments. These can result in losses to the Fund if it is unable to deliver or receive currency or funds in settlement of obligations and could also cause hedges it has entered into to be rendered useless, resulting in full currency exposure as well as incurring transactions costs. Buyers and sellers of currency futures are subject to the same risks that apply to the use of futures generally. Further, settlement of a currency futures contract for the purchase of most currencies must occur at a bank based in the issuing nation. Trading options on currency futures is relatively new, and the ability to establish and close out positions on such options is subject to the maintenance of a liquid market which may not always be available. Currency exchange rates may fluctuate based on factors extrinsic to that country's economy.

FUTURES CONTRACTS AND OPTIONS ON FUTURES CONTRACTS. The Fund may enter into contracts for the purchase or sale for future delivery of fixed-income securities, foreign currencies or contracts based on financial indices, including indices of US government securities, foreign government securities, equity or fixed-income securities.

The Adviser has claimed an exclusion from registration as a commodity pool under the Commodity Exchange Act ("CEA") with respect to the Fund and, therefore, is not subject to the registration requirements of the CEA. The Fund reserves the right to engage in transactions involving futures and options thereon to the extent allowed by Commodity Future Trading Commission ("CFTC") regulations in effect from time to time and in accordance with the Fund's policies.

The Fund's primary purpose in entering into futures contracts is to protect that Fund from fluctuations in the value of securities or interest rates without actually buying or selling the underlying debt or equity security. For example, if the Fund anticipates an increase in the price of stocks, and it intends to purchase stocks at a later time, that Fund also could enter into a futures contract to purchase a stock index as a temporary substitute for stock purchases. If an increase in the market occurs that influences the stock index, as anticipated, the value of the futures contracts will increase, thereby serving as a hedge against that Fund not participating in a market advance. This technique is sometimes known as an anticipatory hedge. To the extent the Fund enters into futures contracts for this purpose, the segregated assets maintained to cover such Fund's obligations with respect to the futures contracts will consist of other liquid assets from its portfolio in an amount equal to the difference between the contract price and the aggregate value of the initial and variation margin payments made by that Fund with respect to the futures contracts. Conversely, if the Fund holds stocks and seeks to protect itself from a decrease in stock prices, the Fund might sell stock index futures contracts, thereby hoping to offset the potential decline in the value of its portfolio securities by a corresponding increase in the value of the futures contract position. The Fund could protect against a decline in stock prices by selling portfolio securities and investing in money market instruments, but the use of futures contracts enables it to maintain a defensive position without having to sell portfolio securities.

A futures contract provides for the future sale by one party and purchase by another party of a specified quantity of a commodity at a specified price and time. When a purchase or sale of a futures contract is made by the Fund, the Fund is required to deposit with its custodian (or broker, if legally permitted) a specified amount of cash or liquid securities ("initial margin"). The margin required for a futures contract is set by the exchange on which the contract is traded and may be modified during the term of the contract. The initial margin is in the nature of a performance bond or good faith deposit on the futures contract which is returned to the Fund upon termination of the contract, assuming all contractual obligations have been satisfied. A

futures contract held by the Fund is valued daily at the official settlement price of the exchange on which it is traded. Each day the Fund pays or receives cash, called "variation margin," equal to the daily change in value of the futures contract. This process is known as "marking to market." Variation margin does not represent a borrowing or loan by the Fund but is instead a settlement between the Fund and the broker of the amount one would owe the other if the futures contract expired. In computing daily net asset value, the Fund will mark-to-market its open futures position.

The Fund is also required to deposit and maintain margin with respect to put and call options on futures contracts written by it. Such margin deposits will vary depending on the nature of the underlying futures contract (and the related initial margin requirements), the current market value of the option, and other futures positions held by the Fund.

Although some futures contracts call for making or taking delivery of the underlying securities, generally these obligations are closed out prior to

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delivery of offsetting purchases or sales of matching futures contracts (same exchange, underlying security or index, and delivery month). If an offsetting purchase price is less than the original sale price, the Fund generally realizes a capital gain, or if it is more, the Fund generally realizes a capital loss. Conversely, if an offsetting sale price is more than the original purchase price, the Fund generally realizes a capital gain, or if it is less, the Fund generally realizes a capital loss. The transaction costs must also be included in these calculations.

When purchasing a futures contract, the Fund will maintain with its custodian in a segregated account (and mark-to-market on a daily basis) cash or liquid securities that equal the purchase price less any margin on deposit of the futures contract. Alternatively, the Fund may "cover" its position by purchasing a put option on the same futures contract with a strike price as high as or higher than the price of the contract held by the Fund, or, if lower, may cover the difference with cash or short-term securities.

When selling a futures contract, the Fund will maintain with its custodian in a segregated account (and mark-to-market on a daily basis) cash or liquid securities that, when added to the amounts deposited with a futures commission merchant ("FCM") as margin, are equal to the market value of the instruments underlying the contract. Alternatively, the Fund may "cover" its position by owning the instruments underlying the contract (or, in the case of an index futures contract, a portfolio with a volatility substantially similar to that of the index on which the futures contract is based), or by holding a call option permitting the Fund to purchase the same futures contract at a price no higher than the price of the contract written by the Fund (or at a higher price if the difference is maintained in liquid assets with the Fund's custodian).

When selling a call option on a futures contract, the Fund will maintain with its custodian in a segregated account (and mark-to-market on a daily basis) cash or liquid securities that, when added to the amounts deposited with an FCM as margin, equal the total market value of the futures contract underlying the call option. Alternatively, the Fund may "cover" its position by entering into a long position in the same futures contract at a price no higher than the strike price of the call option, by owning the instruments underlying the futures contract, or by holding a separate call option permitting the Fund to purchase the same futures contract at a price not higher than the strike price of the call option sold by the Fund, or covering the difference if the price is higher.

When selling a put option on a futures contract, the Fund will maintain with its custodian in a segregated account (and mark-to-market on a daily basis) cash or liquid securities that

equal the purchase price of the futures contract less any margin on deposit. Alternatively, the Fund may "cover" the position either by entering into a short position in the same futures contract, or by owning a separate put option permitting it to sell the same futures contract so long as the strike price of the purchased put option is the same or higher than the strike price of the put option sold by the Fund, or, if lower, the Fund may hold securities to cover the difference.

Foreign Currency Futures Contracts and Related Options. The Fund may engage in foreign currency futures contracts and related options transactions in the same manner to that in which forward contracts or currencies will be utilized. A foreign currency futures contract provides for the future sale by one party and purchase by another party of a specified quantity of a foreign currency at a specified price and time.

An option on a foreign currency futures contract gives the holder the right, in return for the premium paid, to assume a long position (call) or short position (put) in a futures contract at a specified exercise price at any time during the period of the option. Upon the exercise of a call option, the holder acquires a long position in the futures contract and the writer is assigned the opposite short position. In the case of a put option, the opposite is true.

For example, the Fund may purchase call and put options on foreign currencies as a hedge against changes in the value of the US dollar (or another currency) in relation to a foreign currency in which portfolio securities of the Fund may be denominated. A call option on a foreign currency gives the buyer the right to buy, and a put option the right to sell, a certain amount of foreign currency at a specified price during a fixed period of time. The Fund may invest in options on foreign currency which are either listed on a domestic securities exchange or traded on a recognized foreign exchange.

In those situations where foreign currency options may not be readily purchased (or where such options may be deemed illiquid) in the currency in which the hedge is desired, the hedge may be obtained by purchasing an option on

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a "proxy" currency, i.e., a currency where there is tangible evidence of a direct correlation in the trading value of the two currencies. A proxy currency's exchange rate movements parallel that of the primary currency. Proxy currencies are used to hedge an illiquid currency risk, when no liquid hedge instruments exist in world currency markets for the primary currency.

The Fund will only enter into foreign currency futures contracts and options on futures which are standardized and traded on a US or foreign exchange, board of trade, or similar entity or quoted on an automated quotation system. The Fund will not enter into a foreign currency futures contract or purchase an option thereon if, immediately thereafter, the aggregate initial margin deposits for futures contracts held by the Fund plus premiums paid by it for open futures option positions, less the amount by which any such positions are "in-the-money," would exceed 5% of the liquidation value of the Fund's portfolio (or the Fund's net asset value), after taking into account unrealized profits and unrealized losses on any such contracts the Fund has entered into. A call option is "in-the-money" if the value of the futures contract that is the subject of the option exceeds the exercise price. A put option is "in-the-money" if the exercise price exceeds the value of the futures contract that is the subject of the option. For additional information about margin deposits required with respect to futures contracts and options thereon, see "Futures Contracts and Options on Futures Contracts."

Risks Associated with Futures and Related Options. Futures contracts and related options have risks associated with them including possible default by the other party to the

transaction, illiquidity and, to the extent the Adviser's view as to certain market movements is incorrect, the risk that the use of such instruments could result in losses greater than if they had not been used.

Because there is a limited number of types of futures contracts, it is possible that the standardized futures contracts available to the Fund will not match exactly the Fund's current or potential investments. The Fund may buy and sell futures contracts based on the underlying instruments with different characteristics from the securities in which it typically invests--for example, by hedging investments in portfolio securities with a futures contract based on a broad index of securities--which involves a risk that the futures position will not correlate precisely with the performance of the Fund's investments. In addition, there are significant differences between the securities and futures markets that could result in an imperfect correlation between the markets, causing a given hedge not to achieve its objectives. The degree of imperfection of correlation depends on circumstances such as variations in speculative market demand for futures and futures options on securities, including technical influences in futures trading and futures options, and differences between the financial instruments being hedged and the instruments underlying the standard contracts available for trading in such respects as interest rate levels, maturities, and creditworthiness of issuers. A decision as to whether, when and how to use futures contracts involves the exercise of skill and judgment, and even a well-conceived hedge may be unsuccessful to some degree because of market behavior or unexpected interest rate trends.

Futures exchanges may limit the amount of fluctuation permitted in certain futures contract prices during a single trading day. The daily limit establishes the maximum amount that the price of a futures contract may vary either up or down from the previous day's settlement price at the end of the current trading session. Once the daily limit has been reached in a futures contract subject to the limit, no more trades may be made on that day at a price beyond that limit. The daily limit governs only price movements during a particular trading day and therefore does not limit potential losses because the limit may work to prevent the liquidation of unfavorable positions. For example, futures prices have occasionally moved to the daily limit for several consecutive trading days with little or no trading, thereby preventing prompt liquidation of positions and subjecting some holders of futures contracts to substantial losses.

There can be no assurance that a liquid market will exist at a time when the Fund seeks to close out a futures or a futures option position, and the Fund would remain obligated to meet margin requirements until the position is closed. In addition, there can be no assurance that an active secondary market will continue to exist.

Currency futures contracts and options thereon may be traded on foreign exchanges. Such transactions may not be regulated as effectively as similar transactions in the United States; may not involve a clearing mechanism and related guarantees; and are subject to the risk of governmental actions affecting trading in, or the prices of, foreign securities. The value of such position also could be adversely affected by (i) other complex foreign political, legal and economic factors, (ii) lesser availability than in the United States of data on which to make trading decisions, (iii) delays in the

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Fund's ability to act upon economic events occurring in foreign markets during non business hours in the United States or the United Kingdom, (iv) the imposition of different exercise and settlement terms and procedures and margin requirements than in the United States, and (v) lesser trading volume.

ILLIQUID SECURITIES AND RESTRICTED SECURITIES. The Fund may purchase securities other than in the open market, including securities that are subject to legal or contractual restrictions on resale ("restricted securities"). For example, restricted securities in the US may be sold (i) only to qualified institutional buyers; (ii) in a privately negotiated transaction to a limited number of purchasers; (iii) in limited quantities after they have been held for a specified period of time and other conditions are met pursuant to an exemption from registration; or (iv) in a public offering for which a registration statement is in effect under the Securities Act of 1933, as amended (the "1933 Act").

Restricted securities are often illiquid, but they may also be liquid. For example, restricted securities in the US that are eligible for resale under Rule 144A under the 1933 Act are often deemed to be liquid. Since it is not possible to predict with assurance that the market for restricted securities will be liquid or continue to be liquid, the Adviser will monitor such restricted securities subject to the supervision of the Board of Trustees. Among the factors the Adviser may consider in reaching liquidity decisions related to restricted securities are (1) the frequency of trades and quotes for the security; (2) the number of dealers wishing to purchase or sell the security and the number of other potential buyers; (3) the willingness of dealers to undertake to make a market in the security; (4) the nature of the security and the nature of the market for the security (i.e., the time needed to dispose of the security, the method of soliciting offers, the average trading volume and the mechanics of the transfer); and (5) the likelihood that the security's marketability will be maintained throughout the anticipated holding period.

Issuers of restricted securities may not be subject to the disclosure and other investor protection requirements that would be applicable if their securities were publicly traded. Where a registration statement is required for the resale of restricted securities, the Fund may be required to bear all or part of the registration expenses. Also, the Fund may be deemed to be an "underwriter" for the purposes of the 1933 Act when selling US restricted securities to the public and, in such event, the Fund may be liable to purchasers of such securities if the registration statement prepared by the issuer is materially inaccurate or misleading.

The Fund may also purchase securities that are not subject to legal or contractual restrictions on resale, but that are deemed illiquid. Such securities may be illiquid, for example, because there is a limited trading market for them. An asset generally would be considered liquid if it could be sold or disposed of in the ordinary course of business within seven (7) days at approximately the value at which the asset is valued by the mutual fund. This determination is made with respect to the Fund's ability to sell individual securities, not the Fund's entire portfolio position, i.e., the fact that a fund many not be able to sell all of its holdings in a particular security within seven days does not necessarily mean the security must be treated as illiquid.

It is the Fund's policy that illiquid securities (including repurchase agreements of more than seven days duration, certain restricted securities, and other securities which are not readily marketable) may not constitute, at the time of purchase, more than 15% of the value of the Fund's net assets. The Trust's Board of Trustees has approved guidelines for the use by the Adviser in determining whether a security is illiquid.

This investment practice, therefore, could have the effect of increasing the level of illiquidity of the Fund. The Fund may be unable to sell a restricted or illiquid security. In addition, it may be more difficult to determine a market value for restricted or illiquid securities. Moreover, if adverse market conditions were to develop during the period between the Fund's

decision to sell a restricted or illiquid security and the point at which the Fund is permitted or able to sell such security, the Fund might obtain a price less favorable than the price that prevailed when it decided to sell.

MORTGAGE-RELATED AND OTHER ASSET-BACKED SECURITIES. The Fund may invest in mortgage-related and other asset-backed securities. Mortgage-backed and other asset-backed securities carry prepayment risks. Prices and yields of mortgage-backed and other asset-backed securities assume that the underlying mortgages or assets will be paid off according to a preset schedule. Falling interest rates generally result in an increase in the rate of prepayments of

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mortgage loans and other assets while rising interest rates generally decrease the rate of prepayments. Acceleration in prepayments in response to sharply falling interest rates will shorten the security's average maturity and limit the potential appreciation in the security's value relative to a conventional debt security. If the underlying mortgages or assets are paid off early, such as when homeowners refinance as interest rates decline, the Fund may be forced to reinvest the proceeds in lower yielding, higher priced securities. This may reduce the Fund's total return. The average life of mortgage-backed and asset-backed securities varies with the maturities of the underlying instruments. A mortgage-backed or asset-backed security's stated maturity may be shortened, and the security's total return may be difficult to predict precisely. The risk that recovery on repossessed collateral might be unavailable or inadequate to support payments on asset-backed securities is greater than in the case for mortgage-backed securities.

OPTIONS ON SECURITIES. In an effort to enhance current return and/or to reduce fluctuations in net asset value, the Fund may write covered put and call options and buy put and call options on securities that are traded on United States and foreign securities exchanges and over-the-counter. The Fund may write and buy options on the same types of securities that the Fund may purchase directly.

A call option is a short-term contract (having a duration of less than one year) pursuant to which the purchaser, in return for the premium paid, has the right to buy the security underlying the option at the specified exercise price at any time during the term of the option. The writer of the call option, who receives the premium, has the obligation, upon exercise of the option, to deliver the underlying security against payment of the exercise price. A put option is a similar contract pursuant to which the purchaser, in return for the premium paid, has the right to sell the security underlying the option at the specified exercise price at any time during the term of the option. The writer of the put option, who receives the premium, has the obligation, upon exercise of the option, to buy the underlying security at the exercise price. The premium paid by the purchaser of an option will reflect, among other things, the relationship of the exercise price to the market price and volatility of the underlying security, the time remaining to expiration of the option, supply and demand, and interest rates.

If the writer of a US exchange-traded option wishes to terminate the obligation, the writer may effect a "closing purchase transaction." This is accomplished by buying an option of the same series as the option previously written. The effect of the purchase is that the writer's position will be canceled by the Options Clearing Corporation. However, a writer may not effect a closing purchase transaction after it has been notified of the exercise of an option. Likewise, an investor who is the holder of an option may liquidate his or her position by effecting a "closing sale transaction." This is accomplished by selling an option of the same series as the option previously purchased. There is no guarantee that either a closing purchase or a closing sale transaction can be effected at any particular time or at any acceptable price. If any call or put option is not exercised or sold, it will become worthless on its expiration date. Closing purchase

transactions are not available for OTC transactions. In order to terminate an obligation in an OTC transaction, the Fund would need to negotiate directly with the counter-party.

The Fund will realize a gain (or a loss) on a closing purchase transaction with respect to a call or a put previously written by that Fund if the premium, plus commission costs, paid by the Fund to purchase the call or the put is less (or greater) than the premium, less commission costs, received by the Fund on the sale of the call or the put. A gain also will be realized if a call or a put that the Fund has written lapses unexercised, because the Fund would retain the premium. Any such gains (or losses) upon lapse are considered short-term capital gains (or losses) for federal income tax purposes. Net short-term capital gains, when distributed by the Fund, are taxable as ordinary income. See "Federal Income Tax Matters."

The Fund will realize a gain (or a loss) on a closing sale transaction with respect to a call or a put previously purchased by the Fund if the premium, less commission costs, received by the Fund on the sale of the call or the put is greater (or less) than the premium, plus commission costs, paid by the Fund to purchase the call or the put. If a put or a call expires unexercised, it will become worthless on the expiration date, and the Fund will realize a loss in the amount of the premium paid, plus commission costs. Any such gain or loss will be long-term or short-term gain or loss, depending upon the Fund's holding period for the option.

Exchange-traded options generally have standardized terms and are issued by a regulated clearing organization (such as the Options Clearing Corporation), which, in effect, guarantees the completion of every

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exchange-traded option transaction. In contrast, the terms of OTC options are negotiated by the Fund and its counter-party (usually a securities dealer or a financial institution) with no clearing organization guarantee. When the Fund purchases an OTC option, it relies on the party from whom it has purchased the option (the "counter-party") to make delivery of the instrument underlying the option. If the counter-party fails to do so, the Fund will lose any premium paid for the option, as well as any expected benefit of the transaction. Accordingly, the Adviser or Subadviser will assess the creditworthiness of each counter-party to determine the likelihood that the terms of the OTC option will be satisfied.

Writing Options on Individual Securities. The Fund may write (sell) covered call options on securities held by the Fund in an attempt to realize a greater current return than would be realized on the securities alone. The Fund may also write covered call options to hedge a possible stock or bond market decline (only to the extent of the premium paid to the Fund for the options). In view of the investment objectives of the Fund, the Fund generally would write call options only in circumstances where the investment adviser to the Fund does not anticipate significant appreciation of the underlying security in the near future or has otherwise determined to dispose of the security.

A "covered" call option means generally that so long as the Fund is obligated as the writer of a call option, the Fund will (i) own the underlying securities subject to the option, or (ii) have the right to acquire the underlying securities through immediate conversion or exchange of convertible preferred stocks or convertible debt securities owned by the Fund. Although the Fund receives premium income from these activities, any appreciation realized on an underlying security will be limited by the terms of the call option. The Fund may purchase call options on individual securities only to effect a "closing purchase transaction."

As the writer of a call option, the Fund receives a premium for undertaking the obligation to sell the underlying security at a fixed price during the option period, if the option is exercised. So long as the Fund remains obligated as a writer of a call option, it forgoes the opportunity to

profit from increases in the market price of the underlying security above the exercise price of the option, except insofar as the premium represents such a profit (and retains the risk of loss should the value of the underlying security decline).

Purchasing Options On Individual Securities. The Fund may purchase a put option on an underlying security owned by the Fund as a defensive technique in order to protect against an anticipated decline in the value of the security. The Fund, as the holder of the put option, may sell the underlying security at the exercise price regardless of any decline in its market price. In order for a put option to be profitable, the market price of the underlying security must decline sufficiently below the exercise price to cover the premium and transaction costs that the Fund must pay. These costs will reduce any profit the Fund might have realized had it sold the underlying security instead of buying the put option. The premium paid for the put option would reduce any capital gain otherwise available for distribution when the security is eventually sold. The purchase of put options will not be used by the Fund for leverage purposes.

The Fund may also purchase a put option on an underlying security that it owns and at the same time write a call option on the same security with the same exercise price and expiration date. Depending on whether the underlying security appreciates or depreciates in value, the Fund would sell the underlying security for the exercise price either upon exercise of the call option written by it or by exercising the put option held by it. The Fund would enter into such transactions in order to profit from the difference between the premium received by the Fund for the writing of the call option and the premium paid by the Fund for the purchase of the put option, thereby increasing the Fund's current return. The Fund may write (sell) put options on individual securities only to effect a "closing sale transaction."

Risks Of Options Transactions. The purchase and writing of options involves certain risks. During the option period, the covered call writer has, in return for the premium on the option, given up the opportunity to profit from a price increase in the underlying securities above the exercise price, but, as long as its obligation as a writer continues, has retained the risk of loss should the price of the underlying security decline. The writer of a US option has no control over the time when it may be required to fulfill its obligation as a writer of the option. Once an option writer has received an exercise notice, it cannot effect a closing purchase transaction in order to terminate its obligation under the option and must deliver the underlying securities (or cash in the case of an index option) at the exercise price. If a put or call option purchased by the Fund is not sold when it has remaining value, and if the market price of the underlying security (or index), in the case of a put, remains equal to or greater than the exercise price or, in the case of a call, remains less than or equal to the exercise price, the Fund will lose its entire

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investment in the option. Also, where a put or call option on a particular security (or index) is purchased to hedge against price movements in a related security (or securities), the price of the put or call option may move more or less than the price of the related security (or securities). In this regard, there are differences between the securities and options markets that could result in an imperfect correlation between these markets, causing a given transaction not to achieve its objective.

There can be no assurance that a liquid market will exist when the Fund seeks to close out an option position. Furthermore, if trading restrictions or suspensions are imposed on the options markets, the Fund may be unable to close out a position. Finally, trading could be interrupted, for example, because of supply and demand imbalances arising from a lack of either buyers or sellers, or the options exchange could suspend trading after the price has risen or fallen more than the maximum amount specified by the exchange. Closing transactions can be made for OTC options only by negotiating directly with the counter-party or by a transaction

in the secondary market, if any such market exists. Transfer of an OTC option is usually prohibited absent the consent of the original counter-party. There is no assurance that the Fund will be able to close out an OTC option position at a favorable price prior to its expiration. An OTC counter-party may fail to deliver or to pay, as the case may be. In the event of insolvency of the counter-party, the Fund might be unable to close out an OTC option position at any time prior to its expiration. Although the Fund may be able to offset to some extent any adverse effects of being unable to liquidate an option position, the Fund may experience losses in some cases as a result of such inability.

When conducted outside the US, options transactions may not be regulated as rigorously as in the US, may not involve a clearing mechanism and related guarantees, and are subject to the risk of governmental actions affecting trading in, or the prices of, foreign securities, currencies and other instruments. The value of such positions also could be adversely affected by: (i) other complex foreign political, legal and economic factors, (ii) lesser availability than in the US of data on which to make trading decisions, (iii) delays in the Fund's ability to act upon economic events occurring in foreign markets during non-business hours in the US, (iv) the imposition of different exercise and settlement terms and procedures and margin requirements than in the US, and (v) lower trading volume and liquidity.

The Fund's options activities also may have an impact upon the level of its portfolio turnover and brokerage commissions. See "Portfolio Turnover."

The Fund's success in using options techniques depends, among other things, on Henderson's ability to predict accurately the direction and volatility of price movements in the options and securities markets, and to select the proper type, timing of use and duration of options.

OTHER INVESTMENT COMPANIES. The Fund may invest in the shares of other investment companies, as permitted by the 1940 Act. As a shareholder of an investment company, the Fund would bear its ratable share of the fund's expenses (which often include an asset-based management fee). The Fund could also lose money by investing in other investment companies, since the value of their respective investments and the income they generate will vary daily based on prevailing market conditions.

The Fund currently intends to limit its investments in securities issued by other investment companies, except investment companies that invest primarily in money market instruments, so that, as determined immediately after a purchase of such securities is made: (i) not more than 5% of the value of the Fund's total assets will be invested in the securities of any one investment company; (ii) not more than 10% of the value of its total assets will be invested in the aggregate in securities of investment companies as a group; and (iii) not more than 3% of the outstanding voting stock of any one investment company will be owned by the Fund. Consistent with Rule 12d1-1 of the 1940 Act, the Fund may enter into "cash sweep" arrangements and invest in shares of registered unaffiliated money market funds in excess of the above limits. This Rule prohibits the Fund from paying any sales charge or service fee in connection with the purchase, sale or redemption of the money market fund's shares.

For example, the Fund may invest in a variety of investment companies which seek to track the composition and performance of specific indexes or a specific portion of an index. These index-based investments hold substantially all of their assets in securities representing their specific index or portion of such index. Accordingly, the main risk of investing in index-based investments is the same as investing in a portfolio of equity securities comprising the

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index. The market prices of index-based investments will fluctuate in accordance with both changes in the market value of their underlying portfolio securities and due to supply and demand for the instruments on the exchanges on which they are traded (which may result in their trading at a discount or premium to their net asset values). Index-based investments may not replicate exactly the performance of their specified index because of transaction costs and because of the temporary unavailability of certain component securities of the index.

Examples of index-based investments include:

SPDRs(R) : SPDRs, an acronym for "Standard & Poor's Depositary Receipts," are based on the S&P 500 Composite Stock Price Index ("S&P 500"). They are issued by the SPDR Trust, a unit investment trust that holds shares of substantially all the companies in the S&P 500 in substantially the same weighting and seeks to closely track the price performance and dividend yield of the Index.

MidCap SPDRs(R) : MidCap SPDRs are based on the S&P MidCap 400 Index. They are issued by the MidCap SPDR Trust, a unit investment trust that holds shares of substantially all the companies in the S&P MidCap 400 Index in substantially the same weighting and seeks to closely track the price performance and dividend yield of the Index.

Select Sector SPDRs(R) : Select Sector SPDRs are based on a particular sector or group of industries that are represented by a specified Select Sector Index within the Standard & Poor's Composite Stock Price Index. They are issued by the Select Sector SPDR Trust, an open-end management investment company with nine portfolios that each seeks to closely track the price performance and dividend yield of a particular Select Sector Index.

Nasdaq-100 Shares: Nasdaq-100 Shares are based on the Nasdaq 100 Index. They are issued by the Nasdaq-100 Trust, a unit investment trust that holds a portfolio consisting of substantially all of the securities, in substantially the same weighting, as the component stocks of the Nasdaq-100 Index and seeks to closely track the price performance and dividend yield of the Index.

WEBssm: WEBs, an acronym for "World Equity Benchmark Shares," are based on 17 country-specific Morgan Stanley Capital International Indexes. They are issued by the WEBs Index Fund, Inc., an open-end management investment company that seeks to generally correspond to the price and yield performance of a specific Morgan Stanley Capital International Index.

REPURCHASE AGREEMENTS. Repurchase agreements are contracts under which the Fund buys a money market instrument and obtains a simultaneous commitment from the seller to repurchase the instrument at a specified time and at an agreed-upon yield. Under guidelines approved by the Adviser, the Fund is permitted to enter into repurchase agreements only if the repurchase agreements are fully collateralized with US Government securities or other securities that the Adviser has approved for use as collateral for repurchase agreements. The Fund will enter into repurchase agreements only with banks and broker-dealers deemed to be creditworthy by the Adviser under the above-referenced guidelines. In the unlikely event of failure of the executing bank or broker-dealer, the Fund could experience some delay in obtaining direct ownership of the underlying collateral and might incur a loss if the value of the security should decline, as well as costs in disposing of the security.

SECURITIES INDEX FUTURES CONTRACTS. The Fund may enter into securities index futures contracts as an efficient means of regulating the Fund's exposure to the equity markets. The Fund will not engage in transactions in futures contracts for speculation, but only as a hedge against changes resulting from market conditions in the values of securities held in the Fund's portfolio or which it intends to purchase as a temporary substitute for stock purchases. An index futures contract is a contract to buy or sell units of an index at a specified future date at a price agreed upon when the contract is made. Entering into a contract to buy units of an index is commonly referred to as purchasing a contract or holding a long position in the index. Entering into a contract to sell units of an index is commonly referred to as selling a contract or holding a short position. The value of a unit is the current value of the stock index. For example, the S&P 500 Index is composed of 500 selected common stocks, most of which are listed on the New York Stock Exchange (the "NYSE"). The S&P 500 Index assigns relative weightings to the 500 common stocks included in the Index, and the Index fluctuates with changes in the market values of the shares of those common stocks. In the case of the S&P 500 Index, contracts are to buy or sell 500 units. Thus, if the value of the S&P 500 Index were $150, one contract would be worth $75,000 (500 units x $150). The index futures contract specifies that no delivery of the actual securities making up the index will

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take place. Instead, settlement in cash must occur upon the termination of the contract, with the settlement being the difference between the contract price and the actual level of the stock index at the expiration of the contract. For example, if the Fund enters into a futures contract to buy 500 units of the S&P 500 Index at a specified future date at a contract price of $150 and the S&P 500 Index is at $154 on that future date, the Fund will gain $2,000 (500 units x gain of $4). If the Fund enters into a futures contract to sell 500 units of the stock index at a specified future date at a contract price of $150 and the S&P 500 Index is at $154 on that future date, the Fund will lose $2,000 (500 units x loss of $4).

Risks of Securities Index Futures. The Fund's success in using the above techniques depends, among other things, on the Adviser's ability to predict correctly the direction and volatility of price movements in the futures and options markets as well as in the securities markets and to select the proper type, time and duration of positions. The skills necessary for successful use of index futures are different from those used in the selection of individual stocks.

The Fund's ability to hedge effectively all or a portion of its securities through transactions in index futures (and therefore the extent of its gain or loss on such transactions) depends on the degree to which price movements in the underlying index correlate with price movements in the Fund's securities. Inasmuch as such securities will not duplicate the components of an index, the correlation probably will not be perfect. Consequently, the Fund will bear the risk that the prices of the securities being hedged will not move in the same amount as the hedging instrument. This risk will increase as the composition of the Fund's portfolio diverges from the composition of the hedging instrument.

Although the Fund intends to establish positions in these instruments only when there appears to be an active market, there is no assurance that a liquid market will exist at a time when the Fund seeks to close a particular option or futures position. Trading could be interrupted, for example, because of supply and demand imbalances arising from a lack of either buyers or sellers. In addition, the futures exchanges may suspend trading after the price has risen or fallen more than the maximum amount specified by the exchange. In some cases, the Fund may experience losses as a result of its inability to close out a position, and it may have to liquidate other investments to meet its cash needs.

Although some index futures contracts call for making or taking delivery of the underlying securities, generally these obligations are closed out prior to delivery by offsetting purchases or sales of matching futures contracts (same exchange, underlying security or index, and delivery month). If an offsetting purchase price is less than the original sale price, the Fund generally realizes a capital gain, or if it is more, the Fund generally realizes a capital loss. Conversely, if an offsetting sale price is more than the original purchase price, the Fund generally realizes a capital gain, or if it is less, the Fund generally realizes a capital loss. The transaction costs must also be included in these calculations.

The Fund will only enter into index futures contracts or futures options that are standardized and traded on a US or foreign exchange or board of trade, or similar entity, or quoted on an automated quotation system. The Fund will use futures contracts and related options primarily for "bona fide hedging" purposes, as such term is defined in applicable regulations of the CFTC. See "Foreign Currency Futures Contracts and Related Options."

When purchasing an index futures contract, the Fund will maintain with its custodian in a segregated account (and mark-to-market on a daily basis) cash or liquid securities that equal the purchase price of the futures contract less any margin on deposit. Alternatively, the Fund may "cover" its position by purchasing a put option on the same futures contract with a strike price as high as or higher than the price of the contract held by the Fund.

When selling an index futures contract, the Fund will maintain with its custodian in a segregated account (and mark-to-market on a daily basis) cash or liquid securities that, when added to the amounts deposited with an FCM as margin, are equal to the market value of the instruments underlying the contract. Alternatively, the Fund may "cover" its position by owning the instruments underlying the contract (or, in the case of an index futures contract, a portfolio with a volatility substantially similar to that of the index on which the futures contract is based), or by holding a call option permitting the Fund to purchase the same futures contract at a price no higher than the price of the contract written by the Fund (or at a higher price if the difference is maintained in cash or liquid assets in a segregated account with the Fund's custodian).

SECURITIES LENDING. The Fund may lend its investment securities to

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approved institutional borrowers who need to borrow securities in order to complete certain transactions, such as covering short sales, avoiding failures to deliver securities or completing arbitrage operations. By lending their investment securities, the Fund attempts to increase its net investment income through the receipt of interest on the loan. Any gain or loss in the market price of the securities loaned that might occur during the term of the loan would belong to the Fund. The Fund may lend its investment securities so long as the terms, structure and the aggregate amount of such loans are not inconsistent with the 1940 Act or the rules and regulations or interpretations of the Securities and Exchange Commission (the "SEC") thereunder, which currently require that (a) the borrower pledge and maintain with the Fund collateral consisting of liquid, unencumbered assets having a value at all times not less than 100% of the value of the securities loaned, (b) the borrower add to such collateral whenever the price of the securities loaned rises (i.e., the borrower "marks to market" on a daily basis), (c) the loan be made subject to termination by the Fund at any time, and (d) the Fund receives reasonable interest on the loan (which may include the Fund investing any cash collateral in interest bearing short-term investments), and distributions on the loaned securities and any increase in their market value. There may be risks of delay in recovery of the securities or even loss of rights in the collateral should the borrower of the securities fail financially. However, loans will be made only to borrowers selected by the Fund's delegate after a commercially

reasonable review of relevant facts and circumstances, including the creditworthiness of the borrower.

At the present time, the staff of the SEC does not object if an investment company pays reasonable negotiated fees in connection with loaned securities, so long as such fees are set forth in a written contract and approved by the investment company's Board of Trustees. In addition, voting rights may pass with the loaned securities, but if a material event occurs affecting an investment on loan, the loan must be called and the securities voted.

US GOVERNMENT SECURITIES. US Government securities are obligations of, or guaranteed by, the US Government, its agencies or instrumentalities. Securities guaranteed by the US Government include: (1) direct obligations of the US Treasury (such as Treasury bills, notes, and bonds) and (2) Federal agency obligations guaranteed as to principal and interest by the US Treasury (such as Government National Mortgage Association ("Ginnie Mae") certificates, which are mortgage-backed securities). When such securities are held to maturity, the payment of principal and interest is unconditionally guaranteed by the US Government, and thus they are of the highest possible credit quality. US Government securities that are not held to maturity are subject to variations in market value due to fluctuations in interest rates.

Mortgage-backed securities are securities representing part ownership of a pool of mortgage loans. For example, Ginnie Mae certificates are such securities in which the timely payment of principal and interest is guaranteed by the full faith and credit of the US Government. Although the mortgage loans in the pool will have maturities of up to 30 years, the actual average life of the loans typically will be substantially less because the mortgages will be subject to principal amortization and may be prepaid prior to maturity. Prepayment rates vary widely and may be affected by changes in market interest rates. In periods of falling interest rates, the rate of prepayment tends to increase, thereby shortening the actual average life of the security. Conversely, rising interest rates tend to decrease the rate of prepayments, thereby lengthening the actual average life of the security (and increasing the security's price volatility). Accordingly, it is not possible to predict accurately the average life of a particular pool. Reinvestment of prepayment may occur at higher or lower rates than the original yield on the certificates. Due to the prepayment feature and the need to reinvest prepayments of principal at current rates, mortgage-backed securities can be less effective than typical bonds of similar maturities at "locking in" yields during periods of declining interest rates, and may involve significantly greater price and yield volatility than traditional debt securities. Such securities may appreciate or decline in market value during periods of declining or rising interest rates, respectively.

Securities issued by US Government instrumentalities and certain Federal agencies are neither direct obligations of nor guaranteed by the US Treasury; however, they involve Federal sponsorship in one way or another. Some are backed by specific types of collateral, some are supported by the issuer's right to borrow from the Treasury, some are supported by the discretionary authority of the Treasury to purchase certain obligations of the issuer, others are supported only by the credit of the issuing government agency or instrumentality. These agencies and instrumentalities include, but are not limited to, Federal Land Banks, Farmers Home Administration, Central Bank for

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Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks, Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), and Student Loan Marketing Association ("Sallie Mae").

WARRANTS. The holder of a warrant has the right, until the warrant expires, to purchase a given number of shares of a particular issuer at a specified price. Such investments can provide a greater potential for profit or loss than an equivalent investment in the underlying security. However, prices of warrants do not necessarily move in a tandem with the prices of the underlying securities, and are, therefore, considered speculative investments. Warrants pay no dividends and confer no rights other than a purchase option. Thus, if a warrant held by the Fund were not exercised by the date of its expiration, the Fund would lose the entire purchase price of the warrant.

ZERO COUPON BONDS. The Fund may invest in zero coupon bonds which are debt obligations issued without any requirement for the periodic payment of interest. Zero coupon bonds are issued at a significant discount from face value. The discount approximates the total amount of interest the bonds would accrue and compound over the period until maturity at a rate of interest reflecting the market rate at the time of issuance. If the Fund holds zero coupon bonds in its portfolio, it would recognize income currently for federal income tax purposes in the amount of the unpaid, accrued interest and generally would be required to distribute dividends representing such income to shareholders currently, even though such income would not have been received by the Fund. See "Federal Income Tax Matters." Cash to pay dividends representing unpaid, accrued interest may be obtained from, for example, sales proceeds of portfolio securities and Fund shares and from loan proceeds. The potential sale of portfolio securities to pay cash distributions from income earned on zero coupon bonds may result in the Fund being forced to sell portfolio securities at a time when it might otherwise choose not to sell these securities and when the Fund might incur a gain or loss on such sales. Because interest on zero coupon obligations is not distributed to the Fund on a current basis, but is in effect compounded, the value of the securities of this type is subject to greater fluctuations in response to changing interest rates than the value of debt obligations which distribute income regularly.

INVESTMENT RESTRICTIONS

The investment restrictions set forth below are fundamental policies of the Fund and may not be changed without the approval of a majority (as defined in the 1940 Act) of the outstanding voting shares of the Fund. The Fund has elected to be classified as a non-diversified series of an open-end investment company. Under these restrictions, the Fund may not:

(i) issue senior securities, except as permitted under the 1940 Act;

(ii) borrow money, except as permitted under the 1940 Act;

(iii) engage in the business of underwriting securities issued by others, except to the extent that the Fund may be deemed to be an underwriter in connection with the disposition of portfolio securities;

(iv) invest more than 25% of its total assets in any one industry provided that securities issued or guaranteed by the US Government, its agencies or instrumentalities are not subject to this limitation;

(v) purchase or sell real estate (which term does not include securities of companies that deal in real estate or mortgages or investments secured by real estate or

interests therein), except that the Fund may hold and sell real estate acquired as a result of the Fund's ownership of securities;

(vi) purchase physical commodities or contracts relating to physical commodities, although the Fund may invest in commodities futures contracts and options thereon to the extent permitted by the Prospectus and this SAI; and

(vii) make loans to other persons, except (a) loans of portfolio securities, and (b) to the extent that entry into repurchase agreements and the purchase of debt instruments or interests

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in indebtedness in accordance with the Fund's investment objective and policies may be deemed to be loans.

It is a non-fundamental policy of the Fund that illiquid securities (including repurchase agreements of more than seven days duration, certain restricted securities, and other securities which are not readily marketable) may not constitute, at the time of purchase, more than 15% of the value of the Fund's net assets. The Trust's Board of Trustees has approved guidelines for the use by the Adviser or Subadviser in determining whether a security is illiquid.

PORTFOLIO TURNOVER

The Fund may purchase and sell securities without regard to the length of time the security is to be, or has been, held. A change in securities held by the Fund is known as "portfolio turnover" and may involve the payment by the Fund of broker commission, dealer markup or underwriting commission and other transaction costs on the sale of securities, as well as on the reinvestment of the proceeds in other securities. The Fund's portfolio turnover rate is calculated by dividing the lesser of purchases or sales of portfolio securities for the most recently completed fiscal year by the monthly average of the value of the portfolio securities owned by the Fund during that year. For purposes of determining the Fund's portfolio turnover rate, all securities whose maturities at the time of acquisition were one year or less are excluded. High rates of portfolio turnover will result in the realization of capital gains and losses to the extent net short-term capital gains are realized, any distributions resulting from such gains will be taxed at ordinary income tax rates for federal income tax purposes.

DISCLOSURE OF PORTFOLIO HOLDINGS

The Board has adopted policies regarding disclosure of the Fund's portfolio holdings information. These policies generally prohibit the Adviser, the Subadviser and the Fund from disclosing any information concerning the Fund's portfolio holdings to any third party unless the information has been publicly disclosed. The Fund will publicly disclose its portfolio holdings quarterly on its website at http://www.hendersonglobalinvestors.com and by filing Form N-Q and Form N-CSR with the SEC.

Prior to the time that the Fund's portfolio holdings information is publicly disclosed, the Adviser and/or the Fund may disclose (as authorized by the Adviser's Legal Department) any and all portfolio holdings information to the following categories of persons, subject to the applicable conditions:

Service providers. In order to carry out various functions on behalf of the Fund, it is necessary for certain third parties to receive non-public portfolio holdings information. Such information may be disclosed only after a good faith determination has been made

in the light of the facts then known that: (a) the Fund has a legitimate business purpose to provide the information, (b) the disclosure is in the Fund's best interests and (c) the authorized third party has a fiduciary or contractual duty to maintain the confidentiality of the information and agrees in writing not to disclose, trade or make any investment recommendation based on the information received. As of August 29, 2008, the Fund's primary service providers were the Adviser, the Subadviser, State Street Bank and Trust Company, Foreside Fund Services, LLC, Boston Financial Data Services, Inc., Ernst & Young LLP, Vedder Price P.C. and Bell, Boyd & Lloyd LLP.

Other. There are numerous mutual fund evaluation services, such as Morningstar and Lipper, and due diligence departments of broker-dealers and wirehouses that regularly analyze the portfolio holdings of mutual funds in order to monitor and report on various attributes including style, capitalization, maturity, yield, beta, etc. These services and departments then distribute the results of their analysis to the public, paid subscribers and/or in-house brokers. In order to facilitate the review of the Fund by these services and departments, the Fund may distribute month-end portfolio holdings to such services and departments, provided that (a) the recipient does not distribute the portfolio holdings or results of the analysis to third parties, other departments or persons who are likely to use the information for purposes of purchasing or selling the Fund, (b) the recipient agrees not to use the information for investment or trading purposes and (c) the recipient signs a written confidentiality agreement. Entities unwilling to execute an acceptable confidentiality agreement may only receive portfolio holdings information that has otherwise been publicly disclosed. As of August 29, 2008, the following entities may be provided portfolio holdings information in connection with the above procedures: Lipper, Inc., Morningstar, Inc., Middleburgh

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Communications, J.P. Morgan Securities, Inc., Evaluation Associates, a Milliman Company and UBS Warburg.

The terms of the confidentiality agreement generally provide for, among other things, that:

(i) the portfolio information is the confidential property of the Fund and may not be shared or used directly or indirectly for any purpose except as expressly provided in the confidentiality agreement;

(ii) the recipient of the portfolio information agrees to limit access to the portfolio information to its employees (and agents) who, on a need to know basis, (1) are authorized to have access to the portfolio information and (2) are subject to confidentiality obligations no less restrictive than the confidentiality obligations contained in the confidentiality agreement;

(iii) the recipient agrees not to use the information for investment or trading purposes;

(iv) the disclosure to any third party of the name or other identifying information with respect to any security included in the portfolio information is prohibited during the confidentiality period; and

(v) upon written request, the recipient agrees to promptly return or destroy, as directed, the portfolio information.

Portfolio managers, analysts and other senior officers of the Adviser, the Subadviser or the Fund are permitted to disclose or confirm the ownership of any individual portfolio holding to reporters, brokers, shareholders, consultants or other interested persons provided that such information already has been publicly disclosed.

The Board of Trustees or the Adviser may, on a case-by-case basis, impose additional restrictions on the dissemination of portfolio holdings information beyond those found in the Fund's policies. All waivers and exceptions will be disclosed to the Board of Trustees no later than its next regularly scheduled quarterly meeting. All material amendments to the policies will be submitted to the Board of Trustees for approval or ratification.

MANAGEMENT OF THE FUND

TRUSTEES AND OFFICERS. The Board of Trustees of the Trust (the "Board") is responsible for the overall management of the Trust, including general supervision and review of the Fund's investment activities. The Board, in turn, elects the officers who are responsible for administering the Fund's day-to-day operations.

A listing of the Trustees and Executive Officers of the Trust and their business experience during the past five years follows.

<TABLE>
<CAPTION>

NAME, ADDRESS AND AGE(1)	POSITION(S) WITH THE TRUST(2)	TERM OF OFFICE AND TIME SERVED(3)	PRINCIPAL OCCUPATIONS DURING PAST FIVE YEARS	OTHER DIRECTORSHIPS HELD
<S>	<C>	<C>	<C>	<C>
INDEPENDENT TRUSTEES:				
C . Gary Gerst, 69	Chairman and Trustee	Since 2001	President, KCI Inc. (private s-corporation investing in non-public investments.)	None.
Roland C. Baker, 69	Trustee	Since 2001	Consultant to financial services industry.	Director, Quanta Capital Holdings, Inc. (provider of property and casualty reinsurance); Director, North American Company for Life and Health Insurance (a provider of

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				life insurance, health insurance and annuities); Trustee, Scottish Widows Investment Partnership Trust; Trustee, Allstate Financial Investment Trust.
Faris F. Chesley, 69	Trustee	Since 2002	Chairman, Chesley, Taft & Associates, LLC, since 2001; Vice Chairman, ABN-AMRO, Inc. (a financial services company), 1998-2001.	None.

<CAPTION>

NAME, ADDRESS AND AGE(1)	POSITION(S) WITH THE TRUST(2)	TERM OF OFFICE AND TIME SERVED(3)	PRINCIPAL OCCUPATIONS DURING PAST FIVE YEARS	OTHER DIRECTORSHIPS HELD
<S>	<C>	<C>	<C>	<C>
INTERESTED TRUSTEES AND OFFICERS OF THE TRUST:				
Charles H. Wurtzebach(4), 59	Trustee	Since 2001	Managing Director, Henderson Global Investors (North America) Inc. ("HGINA").	None
Sean M. Dranfield(4), 42	Trustee and President	Since 2001	Director, North American Retail Distribution, HGINA; Executive Director, North American Business Development, Henderson Investment Management Limited.	None
Kenneth A. Kalina, 48	Chief Compliance Officer	Since 2005	Chief Compliance Officer, HGINA 2005; Chief Compliance Officer, Columbia Wanger Asset Management, L.P. 2004-2005; Compliance Officer, Treasurer and Chief Financial Officer, Columbia Wanger Asset Management, L.P. 2000 -2005; Assistant Treasurer, Columbia Acorn Trust and Wanger Advisors Trust 1995-2005.	N/A
Alanna N. Palmer, 33	Vice President	Since 2002	Director, Retail Marketing and Product Management, HGINA, since 2006 and Associate Director, Head of Marketing and Product Management, HGINA, 2003-2006; and Product Manager 2001-2003.	N/A
Scott E. Volk, 37	Vice President and Treasurer	Vice President since 2001 and Treasurer since March 2008	Director, Retail Finance and Operations, HGINA.	N/A
Christopher K. Yarbrough, 33	Secretary	Since 2004	Legal Counsel, HGINA, since 2004; Attorney, Bell, Boyd & Lloyd LLC, 2000-2004.	N/A
Richard J. Mitchell, 45	Assistant Treasurer	Since 2007	Assistant Treasurer, HGINA, since 2007; Assistant Treasurer, Bank of New York, 2006-2007; Supervisor, The BISYS Group; 2002-2006.	N/A

</TABLE>

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1. Each person's address is 737 North Michigan Avenue, Suite 1700, Chicago, IL 60611. Age is as of July 31, 2008.

2. Currently, all Trustees oversee all eleven series of the Trust.

3. A Trustee may serve until his death, resignation or removal. The officers of the Trust are elected annually by the Board.

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4. These Trustees are interested persons of the Trust because of their employment relationship with Henderson Global Investors (North America) Inc., the investment adviser to the Fund.

STANDING COMMITTEES OF THE BOARD. The Board oversees a number of investment companies managed by the Adviser. Information below represents meetings held on behalf of all such funds. The common Board has an Audit Committee, a Governance Committee and a Valuation Committee, the responsibilities of which are described below. Each of the Audit

Committee and Governance Committee is comprised solely of Independent Trustees. The Valuation Committee is comprised of both interested and Independent Trustees.

The Audit Committee makes recommendations regarding the selection of independent registered public accounting firm for the Trust, confers with the independent registered public accounting firm regarding the Trust's financial statements, the results of audits and related matters and performs such other tasks as the full Board deems necessary or appropriate. The Audit Committee is comprised of only Independent Trustees, receives annual representations from the independent registered public accounting firm as to their independence, and has a written charter that delineates the Committee's duties and powers. Currently the members of the Audit Committee are Messrs. Baker, Chesley and Gerst. The Audit Committee held two meetings during the year ended July 31, 2008.

The Governance Committee oversees the effective functioning of the Board and its committees. It also seeks and reviews candidates for consideration as nominees for membership on the Board. Shareholders wishing to submit the name of a candidate for consideration by the committee should submit their recommendation(s) to the Secretary of the Trust. Currently the members of the Governance Committee are Messrs. Baker, Chesley and Gerst. The Governance Committee held one meeting during the year ended July 31, 2008.

The Valuation Committee determines a fair value of securities for which market quotations are not readily available. Currently the members of the Valuation Committee are Messrs. Chesley and Dranfield. The Valuation Committee held 28 meetings during the year ended July 31, 2008.

MANAGEMENT OWNERSHIP OF THE FUND. The following tables set forth, for each Trustee, the aggregate dollar range of equity securities beneficially owned in the Funds overseen by each Trustee in the Trust as of December 31, 2007.

<TABLE>
<CAPTION>

	DOLLAR RANGE OF EQUITY SECURITIES IN THE FUND	AGGREGATE DOLLAR RANGE OF EQUITY SECURITIES IN ALL REGISTERED INVESTMENT COMPANIES OVERSEEN BY TRUSTEE IN FAMILY OF INVESTMENT COMPANIES
<S>	<C>	<C>
INDEPENDENT TRUSTEES		
Roland C. Baker	None	$50,001-$100,000
C. Gary Gerst	None	Over $100,000
Faris F. Chesley	None	Over $100,000
INTERESTED TRUSTEES		
Charles H. Wurtzebach	None	Over $100,000
Sean Dranfield	None	Over $100,000

</TABLE>

No trustee who is an Independent Trustee owns beneficially or of record any security of the Adviser, HIML or any person (other than a registered investment company) directly or indirectly controlling, controlled by or under common control with the Adviser or HIML. As of the date of this SAI, the Trustees and officers of the Trust, as a group, owned less than 1% of outstanding shares of the Fund of the Trust.

The Chief Compliance Officer currently receives a portion of his compensation from the Trust. No other officer, director or employee of the Adviser, HIML, the Custodian, the Distributor, the Administrator or the Transfer

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Agent currently receives any compensation from the Trust.

COMPENSATION OF TRUSTEES. Trustees who are not interested persons of the Trust receive from the Trust, an annual retainer of $25,000 for service on the Board and a $1,500 annual retainer for services on the Valuation Committee. Each Independent Trustee receives a fee of $5,000 for each regular quarterly Board meeting attended in person or by telephone and $750 for each committee meeting (except Valuation Committee) attended in person or by telephone. Each Independent Trustee also receives a fee of $5,000 for attendance in person or $1,000 for attendance by telephone at any meeting of the Board other than a regular quarterly meeting. Trustees are reimbursed for any out-of-pocket expenses relating to attendance at such meetings. The Chairperson receives an annual retainer of $10,000, in addition to any other fees received.

The following table summarizes the compensation paid by the Trust to its Trustees during the fiscal year ended July 31, 2008.

TRUSTEE NAME	AGGREGATE COMPENSATION FROM TRUST
Charles H. Wurtzebach*.....	$0
Sean Dranfield*.....	$0
Roland C. Baker.....	$54,500
C. Gary Gerst.....	$64,500
Faris F. Chesley.....	$54,500

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* Messrs. Wurtzebach and Dranfield are Interested Trustees and therefore do not receive any compensation from the Trust.

CODE OF ETHICS. The Adviser, HIML and the Trust have each adopted a Code of Ethics, which is designed to identify and address certain conflicts of interest between personal investment activities and the interests of investment advisory clients, in compliance with Rule 17j-1 under the 1940 Act. The Codes of Ethics permit employees of the Adviser, HIML and the Trust to engage in personal securities transactions, including with respect to securities held by the Fund, subject to certain requirements and restrictions. Among other things, the Codes of Ethics prohibit certain types of transactions absent prior approval, impose time periods during which personal transactions in certain securities may not be made, and require the submission of duplicate broker confirmations and quarterly and annual reporting of securities transactions and annual reporting of holdings. Exceptions to certain provisions of the Codes of Ethics may be granted in particular circumstances after review by appropriate officers or compliance personnel.

PROXY VOTING POLICIES. The Fund has delegated proxy voting responsibilities to HIML, subject to the Board's general oversight. The Fund has delegated proxy voting to HIML with the direction that proxies should be voted consistent with the Fund's best economic interests. HIML has adopted its own Proxy Voting Policies and Procedures ("Procedures") for this purpose. A copy of the Procedures is attached hereto as Appendix B. HIML has retained Institutional Shareholder Services ("ISS"), an independent proxy voting service, to assist in the voting of the Fund's proxies through the provision of vote analysis, implementation and recordkeeping and disclosure services.

The Fund will file with the Securities and Exchange Commission its proxy voting records for the most recent 12-month period ending June 30, 2009 on Form N-PX, which must be filed each year by August 31. Form N-PX is available on the Securities and Exchange Commission's website at http://www.sec.gov. The Fund's proxy voting records and proxy voting policies and

procedures will be available without charge, upon request, by calling 866.443.6337 or by visiting the Fund's website at http://www.hendersonglobalfunds.com.

CONTROL PERSONS AND PRINCIPAL HOLDERS

To the knowledge of the Trust as of August 29, 2008, the Adviser as initial shareholder owned beneficially or of record 100% of the Fund's outstanding shares. As a result, as of such date the Adviser owned a controlling interest in the Fund, and shareholders with a controlling interest could affect the outcome of proxy voting or the direction of management of the Fund.

INVESTMENT ADVISORY AND OTHER SERVICES

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INVESTMENT ADVISER AND SUBADVISER. Henderson Global Investors (North America) Inc., 737 North Michigan Avenue, Suite 1700, Chicago, IL 60611 is the Fund's investment adviser. Henderson Investment Management Limited, 4 Broadgate, London UK EC2M 2DA is the Subadviser for the Fund. The Adviser is an indirect, wholly-owned subsidiary of Henderson Group plc and the Subadviser is a direct wholly-owned subsidiary of Henderson Global Investors (Holdings) plc.

As a global money manager, Henderson Group plc and its affiliates provide a full spectrum of investment products and services to institutions and individuals around the world. Headquartered in London at 4 Broadgate, London, UK EC2M 2DA, Henderson Global Investors has been managing assets for clients since 1934.

The Adviser provides investment advisory services to the Fund pursuant to an Investment Advisory Agreement (the "Advisory Agreement"). HIML provides investment advisory services to the Fund pursuant to a Sub-Advisory Agreement (the "Sub-Advisory Agreement").

Pursuant to the Advisory Agreement, the Adviser acts as the Fund's adviser, oversees the management of its investments, and administration of its business affairs, furnishes office facilities and equipment, provides clerical, bookkeeping and administrative services, provides shareholder and information services and permits any of its principals or employees to serve without compensation as trustees or officers of the Trust if elected to such positions. In addition to the advisory fee, the Fund pays the expenses of its operations, including a portion of the Trust's general administrative expenses, allocated on the basis of the Fund's relative net assets. Expenses that will be borne directly by the Fund include, but are not limited to, the following: fees and expenses of independent registered public accounting firm, counsel, custodian and transfer agent, costs of reports and notices to shareholders, stationery, printing, postage, costs of calculating net asset value, brokerage commissions or transaction costs, taxes, registration fees, the fees and expenses of qualifying the Fund and its shares for distribution under Federal and state securities laws and membership dues in the Investment Company Institute or any similar organization.

The Fund pays the Adviser a monthly fee at an annual rate of the Fund's average net assets as set forth below:

1.00% for the first $500 million;
0.90% for the next $1 billion; and
0.85% over $1.5 billion.

Under the Sub-Advisory Agreement, the Subadviser provides research, advice and recommendations with respect to the purchase and sale of securities and makes investment decisions regarding assets of the Fund subject to the supervision of the Board and the Adviser.

The Adviser pays HIML a monthly fee for providing investment subadvisory services at an annual rate of the Fund's average net assets as set forth below:

0.45% for the first $500 million;
0.35% for the next $1 billion; and
0.30% over $1.5 billion.

A discussion regarding the basis for the Board of Trustees approval of the Advisory Agreement and Sub-Advisory Agreement will be available in the Fund's Semi-Annual Report dated January 31, 2009.

With respect to the Fund, the Adviser has agreed to waive its management fee and, if necessary, to reimburse other operating expenses of the Fund to the extent necessary to limit total annual operating expenses (excluding interest, taxes, brokerage commissions and other investment-related costs and extraordinary expenses, such as litigation and other expenses not incurred in the ordinary course of business) to 1.70% of the Fund's average daily net assets. This contractual arrangements will continue until at least July 31, 2020.

Each of the Advisory Agreement and Sub-Advisory Agreement for the Fund continues in effect from year to year for so long as its continuation is approved at least annually (a) by a vote of a majority of the Trustees who are not parties to such agreement or interested persons of any such party except in

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their capacity as Trustees of the Trust and (a) by the shareholders of the Fund or the Board. Each agreement may be terminated at any time, upon 60 days' written notice by either party. Each agreement may also be terminated at any time either by vote of the Board or by a majority vote of the outstanding voting shares of the subject portfolio. Each agreement shall terminate automatically in the event of its assignment. Each agreement provides that the Adviser or Subadviser shall not be liable for any error of judgment or of law, or for any loss suffered by the Fund in connection with the matters to which the agreement relates, except a loss resulting from willful misfeasance, bad faith or gross negligence on the part of the Adviser or Subadviser in the performance of its obligations and duties under such agreement.

Upon termination of the Advisory Agreement and when so requested by the Adviser, the Trust will refrain from using the name "Henderson" in its name or in its business in any form or combination.

DISTRIBUTOR. Foreside Fund Services, LLC. (the "Distributor"), Two Portland Square, Portland, Maine 04101 serves as the distributor of the Fund's shares pursuant a Distribution Agreement with the Trust (the "Distribution Agreement"). The Distributor distributes shares of the Fund through broker-dealers who are members of the Financial Industry Regulatory Authority and who have executed dealer agreements with the Distributor. The Distributor distributes shares of the Fund on a continuous basis, but reserves the right to suspend or discontinue distribution on that basis. The Distributor is not obligated to sell any specific amount of Fund shares.

You may purchase and redeem shares through financial intermediaries who are authorized to accept purchase and redemption orders on the Fund's behalf. Certain intermediaries may authorize their agents to receive purchase and redemption orders on their

behalf. The Fund will be deemed to have received a purchase or redemption order when an authorized intermediary or, if applicable, an intermediary's authorized designee, accepts the order. Client orders will be priced at the Fund's net asset value next computed after an authorized intermediary or the intermediary's authorized designee accepts them.

Pursuant to the Distribution Agreement, the Distributor is entitled to deduct a commission on all Class A shares sold equal to the difference, if any, between the public offering price, as set forth in the Fund's then-current Prospectus, and the net asset value on which such price is based. Out of that commission, the Distributor may reallow to dealers such concession as the Distributor may determine from time to time. In addition, the Distributor is entitled to deduct a contingent deferred sales charge ("CDSC") on the redemption of Class A shares sold without an initial sales charge and Class C shares, in accordance with, and in the manner set forth in, the Prospectus.

Under the Distribution Agreement, the Fund bears, among other expenses, the expenses of registering and qualifying its shares for sale under federal and state securities laws and preparing and distributing to existing shareholders periodic reports, proxy materials and prospectuses.

The Distribution Agreement will continue in effect for successive one-year periods, provided that such continuance is specifically approved at least annually by the vote of a majority of the Independent Trustees, cast in person at a meeting called for that purpose and by the vote of either a majority of the entire Board or a majority of the outstanding voting securities of the Fund. The Distribution Agreement may be terminated with respect to the Fund at any time, without payment of any penalty, by the Distributor on 60 days' written notice to the Fund or by the Fund by vote of either a majority of the outstanding voting securities of the Fund or a majority of the Independent Trustees on 60 days' written notice to the Distributor. The Distribution Agreement shall terminate automatically in the event of its assignment.

DISTRIBUTION PLAN. The Trust has adopted a distribution plan (the "Plan") in accordance with Rule 12b-1 under the 1940 Act pertaining to the Fund's Class A and Class C shares. In adopting the Plan, the Independent Trustees have concluded in accordance with the requirements of Rule 12b-1 that there is a reasonable likelihood that the Plan will benefit the Fund and its shareholders. The Trustees of the Trust believe that the Plan should result in greater sales and/or fewer redemptions of the Fund's shares, although it is impossible to know for certain the level of sales and redemptions of the Fund's shares in the absence of the Plan or under an alternative distribution arrangement.

Under the Plan, the Fund pays the Distributor a 12b-1 fee of 0.25% of the average daily net assets attributable to its Class A shares, and a 12b-1 fee

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of 1.00% of the average daily net assets attributable to its Class C shares, respectively.

Under the Plan, the Distributor may use up to 0.75% of 12b-1 fees for distribution-related activities and up to 0.25% of 12b-1 fees for shareholder servicing for Class C shares. The Distributor uses the entire amount of the 12b-1 fees for distribution for Class A shares. These fees constitute compensation to the Distributor and are not dependent on the Distributor's expenses incurred. The distribution fees for a specific class may be used to cover expenses incurred in promoting the sale of that class of shares, including (a) the costs of printing and distributing to prospective investors prospectuses, statements and sales literature; (b) payments to investment professionals and other persons who provide support services in connection with the distribution of shares; (c) overhead and other distribution related expenses; and (d) accruals

for interest on the amount of the foregoing expenses that exceed distribution fees and CDSCs. The distribution fee for Class C shares may also be used to finance the costs of advancing brokerage commissions to investment representatives. These fees may also be used to finance the costs incurred by the Distributor for marketing-related activities. The Distributor may reallow all or a portion of these fees to broker-dealers entering into selling agreements with it. The shareholder servicing fees will be used primarily to pay selling dealers and their agents for servicing and maintaining shareholder accounts. However, the shareholder service fees may be used to pay for, among other things, advising clients or customers regarding the purchase, sale or retention of shares of the Fund, answering routine inquiries concerning the Fund and assisting shareholders in changing options or enrolling in specific plans.

Among other things, the Plan provides that (1) the Distributor will submit to the Board at least quarterly, and the Trustees will review, written reports regarding all amounts expended under the Plan and the purposes for which such expenditures were made; (2) the Plan will continue in effect only so long as such continuance is approved at least annually, and any material amendment thereto is approved, by the votes of a majority of the Board, including the Independent Trustees, cast in person at a meeting called for that purpose; (3) payments by the Fund under the Plan shall not be materially increased without the affirmative vote of the holders of a majority of the outstanding shares of the relevant class; and (4) while the Plan is in effect, the selection and nomination of Independent Trustees shall be committed to the discretion of the Trustees who are not "interested persons" of the Trust.

If the Distribution Agreement or the Plan are terminated (or not renewed) with respect to any of the Henderson Global Funds (or class of shares thereof), each may continue in effect with respect to any other Henderson Global Fund (or Class of shares thereof) as to which they have not been terminated (or have been renewed).

CUSTODIAN. State Street Bank and Trust Company, located at One Lincoln Street, Boston, MA 02111, serves as the custodian ("State Street") to the Fund. Pursuant to the terms and provisions of the custodian contract between State Street and the Trust, State Street computes the Fund's net asset value and keeps the book account for the Fund.

TRANSFER AGENT AND DIVIDEND DISBURSING AGENT. State Street serves as the transfer and dividend disbursing agent (the "Transfer Agent") for the Fund pursuant to the transfer agency and registrar agreement with the Trust, under which the Transfer Agent (i) issues and redeems shares of the Fund, (ii) addresses and mails all communications by the Fund to its record owners, including reports to shareholders, dividend and distribution notices and proxy materials for its meetings of shareholders, (iii) maintains shareholder accounts, (iv) responds to correspondence by shareholders of the Fund and (v) makes periodic reports to the Board concerning the operations of the Fund.

ADMINISTRATOR. State Street serves as the administrator (the "Administrator") for the Trust pursuant to an administration agreement (the "Administration Agreement"). State Street has agreed to maintain office facilities for the Trust; oversee the computation of the Fund's net asset value, net income and realized capital gains, if any; furnish statistical and research data, clerical services, and stationery and office supplies; prepare various reports for filing with the appropriate regulatory agencies; and prepare various materials required by the SEC or any state securities commission having jurisdiction over the Trust. The Administration Agreement provides that the Administrator performing services thereunder shall not be liable under the Agreement except for the negligence or willful misconduct of the Administrator, its officers or

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employees. As compensation for these services, the Fund pays State Street an annual administration fee based upon a percentage of the average net assets of the Fund.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM. Ernst & Young LLP, independent registered public accounting firm located at 233 South Wacker Drive, Chicago, Illinois 60606, has been selected as independent public registered accounting firm for the Trust. The audit services performed by Ernst & Young LLP include audits of the annual financial statements of the Fund. Other services provided principally relate to filings with the SEC and the preparation of the Fund's tax returns.

OUTSIDE COUNSEL. The law firm of Vedder Price P.C. serves as counsel to the Fund. Bell, Boyd & Lloyd LLP serves as counsel to the Independent Trustees.

INTERMEDIARIES. Shares of the Fund may be purchased through financial intermediaries who are agents of the Fund for the limited purpose of completing purchases and sales. These intermediaries may provide certain networking and sub-transfer agent services with respect to Fund shares held by that intermediary for its customers, and the intermediary may charge the Adviser a fee per account for those services. The Fund reimburses the Adviser for such fees charged by intermediaries up to $12 per account for networking services and up to $17.50 per account for sub-transfer agent services.

PORTFOLIO MANAGERS

PORTFOLIO MANAGEMENT. Tim Dieppe will be the lead portfolio manager for the Fund. The following table lists the number and types of accounts managed by each individual and assets under management in those accounts as of July 31, 2008:

<TABLE>
<CAPTION>

Portfolio Manager	Registered Investment Company Accounts	Assets Managed ($)	Pooled Investment Vehicle Accounts	Assets Managed ($)	Other Accounts	Assets Managed ($)	Total Assets Managed ($)
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Tim Dieppe			Responsible Investment Leaders International Share Fund	79,866,583			419,666,933
			Henderson Industries of Future Funds	133,963,764			
			Henderson Global Care Growth	325,836,586			
George Latham			Henderson Global Care Income	170,868,940			903,790,030
			Tudor Trust	291,770,397			
			Henderson Global Care Managed Fund	441,150,693			
Alice Evans			Responsible Investment Leaders International Share Fund	79,866,583			419,666,933
			Henderson Industries of Future Funds	133,963,764			
			Henderson Global Care Growth	325,836,586			

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Portfolio Manager	Registered Investment Company Accounts	Assets Managed ($)	Pooled Investment Vehicle Accounts	Assets Managed ($)	Other Accounts	Assets Managed ($)	Total Assets Managed ($)
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Claudia Quiroz			Responsible Investment Leaders International Share Fund	79,866,583			419,666,933
			Henderson Industries of Future Funds	133,963,764			
			Henderson Global Care Growth	325,836,586			

</TABLE>

PORTFOLIO MANAGEMENT CONFLICTS OF INTEREST. Henderson seeks to foster a reputation for integrity and professionalism. That reputation is a vital business asset. The confidence and trust placed in us by investors is something that is highly valued and must be protected. As a result, any activity that creates any actual or potential conflict of interest or even the appearance of any conflict of interest must be avoided and is prohibited. A Code of Ethics has been adopted to ensure that those who have knowledge of portfolio transactions or other confidential client information will not be able to act thereon to the disadvantage of Henderson's clients. The Code does not purport comprehensively to cover all types of conduct or transactions which may be prohibited or regulated by the laws and regulations applicable.

The portfolio managers are responsible for managing both the Fund and other accounts. Other than potential conflicts between investment strategies, the side-by-side management of both the Fund and other accounts may raise potential conflicts of interest due to certain trading practices used by the portfolio manager (e.g. allocation of aggregated trades). Henderson has policies and procedures reasonably designed to mitigate these conflicts. The portfolio managers may advise certain accounts under a performance fee arrangement. A performance fee arrangement may create an incentive for a portfolio manager to make investments that are riskier or more speculative than would be the case in the absence of performance fees.

PORTFOLIO MANAGEMENT COMPENSATION. Following is a summary of the compensation received by Henderson's investment professionals for all accounts managed and not just for the Fund. Henderson's investment professionals have significant short and long-term financial incentives. In general, the compensation plan is based on:

- Pre-defined, objective, measurable investment performance
- Performance goals that are ambitious, but attainable
- The plan provides an incentive for appropriately aggressive portfolio management to achieve maximum feasible results within the portfolio's risk return parameters.

The compensation structure consists of four primary elements. There is a competitive base salary together with a short-term incentive bonus plan. In addition, there are two further incentive-based packages for senior international investment professionals that reward staff on both individual and team performance, reflecting profitable asset growth. "Profitable asset growth" refers to the increase in adviser revenues generated less the increase in costs. It is typically calculated per adviser team on a calendar year basis. Members of the relevant team receive a share of this growth, which is typically paid over a three year period.

Some managers have the option to invest in a long-term incentive program that is based on the profitability of Henderson Global Investors. Additionally, some managers participate in the

distribution of performance-related fees if such funds are structured accordingly. Currently, none of the Henderson Global Funds charge performance-related fees.

A summary of the compensation package is as follows:

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- Basic Salaries: in line with or better than the industry average

- Short Term Incentive Bonus: the STI bonus is usually the majority of the variable component, based largely on investment performance; for a typical fund manager, it can vary between 50 percent and 150 percent of the salary

- Growth Equity Bonus Plan: the GEB is based on a team's contribution to a rise in profits, it is designed to reward profitable asset growth

- Long Term Incentive Plan: senior investment managers are able to invest part of their remuneration in a share scheme which is then matched by Henderson

- Performance-related fees: for some funds, any performance related fee earned by the firm is shared with individuals generating that performance. If a performance-related fee applies, compensation is based solely on performance and its terms are made public in the fund's relevant disclosure document. Performance-related fees may vary from fund to fund but are typically measured over a one year period and compare the fund's returns to either (i) a peer group, (ii) an index or (iii) an absolute return.

PORTFOLIO MANAGEMENT FUND OWNERSHIP. As of the date of this SAI, the portfolio managers did not own any shares of the Fund. The Fund's shares are not registered to be sold outside of the US. Many of the Fund's portfolio managers reside outside of the US and are not eligible to purchase shares of the Fund.

BROKERAGE ALLOCATION

Subject to the overall supervision of the Board, the Adviser and Subadviser place orders for the purchase and sale of the Fund's portfolio securities. The Adviser and Subadviser seek the best price and execution obtainable on all transactions. Purchases and sales of debt securities are usually principal transactions and therefore, brokerage commissions are usually not required to be paid by the Fund for such purchases and sales (although the price paid generally includes undisclosed compensation to the dealer). The prices paid to underwriters of newly-issued securities usually include a concession paid by the issuer to the underwriter, and purchases of after-market securities from dealers normally reflect the spread between the bid and asked prices. In connection with OTC transactions, the Adviser and Subadviser attempt to deal directly with the principal market makers, except in those circumstances where the Adviser and Subadviser believes that a better price and execution are available elsewhere.

The Adviser and Subadviser select broker-dealers to execute transactions and evaluate the reasonableness of commissions on the basis of quality, quantity, and the nature of the firms' professional services. Commissions to be charged and the rendering of investment services, including statistical, research, and counseling services by brokerage firms, are factors to be considered in the placing of brokerage business. The types of research services provided by brokers may include general economic and industry data, and information on securities of specific companies. Research services furnished by brokers through whom the Trust effects securities transactions may be used by the Adviser and Subadviser in servicing all of their accounts. In addition, not all of these services may be used by the Adviser and Subadviser in

connection with the services it provides to the Fund. The Adviser and HIML may select broker-dealers who provide research services, however, the Fund does not pay higher commissions in exchange for the receipt of research services.

Subject to policies as may be established by the Board of Trustees and applicable rules, the Adviser is responsible for the execution of portfolio transactions and the allocation of brokerage transactions for the Fund. In executing portfolio transactions, the Adviser seeks to obtain the best price and most favorable execution for the Fund, taking into account factors such as price (including the applicable brokerage commission or dealer spread), size of the order, difficulty of execution and operational facilities of the firm involved, the firm's knowledge of the security, the firm's ability to maintain confidentiality, the willingness of the firm to commit its capital, and the firm's ability to provide access to new issues. While the Adviser generally seeks lower commission rates, payment of the lowest commission or spread is not necessarily consistent with obtaining the best price and execution in particular transactions.

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The Fund does not have an obligation to deal with any broker or group of brokers in the execution of portfolio transactions. The Adviser or Subadviser may, consistent with the interests of the Fund and subject to the oversight of the Board of Trustees, select brokers on the basis of the research, statistical and pricing services they provide to the Fund and other clients of the Adviser or Subadviser. Information and research received from such brokers will be in addition to, and not in lieu of, the services required to be performed by the Adviser or Subadviser under their respective agreements. A commission paid to such brokers may be higher than that which another qualified broker may have charged for executing only the same transaction, provided that the Adviser or Subadviser determines in good faith that such commission is reasonable in terms either of the transaction or the overall responsibility of the Adviser or Subadviser to the Fund and their other clients and that the total commissions paid by the Fund will be reasonable in relation to the benefits to the Fund over the long-term. The Adviser, Subadviser or their affiliates may enter into commission sharing arrangements with key brokers, which allow for the receipt of both proprietary and third party research.

Brokerage commissions vary from year to year in accordance with the extent to which the Fund is more or less actively traded. Because the Fund has not yet commenced operations, the Fund has no brokerage commissions to report.

The Fund may, under some circumstances, accept securities in lieu of cash as payment for Fund shares. The Fund will accept securities only to increase its holdings in a portfolio security or to take a new portfolio position in a security that the Adviser and Subadviser deem to be a desirable investment for the Fund. The Trust may reject in whole or in part any or all offers to pay for the Fund's shares with securities and may discontinue accepting securities as payment for the Fund's shares at any time without notice. The Trust will value accepted securities in the manner and at the same time provided for valuing portfolio securities of the Fund, and the Fund's shares will be sold for net asset value determined at the same time the accepted securities are valued. The Trust will only accept securities delivered in proper form and will not accept securities subject to legal restrictions on transfer. The acceptance of securities by the Trust must comply with the applicable laws of certain states.

The Fund is required to identify the securities of their regular brokers or dealers (as defined in Rule 10b-1 under the 1940 Act) or their parent companies held by them as of the close of their most recent fiscal year. As of July 31, 2008, the Fund held no such securities.

CAPITALIZATION AND VOTING RIGHTS

The authorized capital of the Trust consists of an unlimited number of shares of beneficial interest (no par value per share). When issued, shares of the Fund are fully paid and non-assessable. No class of shares of the Fund has preemptive rights or subscription rights.

The Declaration of Trust permits the Trustees to create separate series or portfolios and to divide any series or portfolio into one or more classes. The Trust currently consists of eleven series. Pursuant to the Declaration of Trust, the Trustees may terminate the Fund without shareholder approval. This might occur, for example, if the Fund does not reach or fails to maintain an economically viable size. The Trustees have authorized the issuance of Class A and Class C shares for the Fund.

Shareholders have the right to vote for the election of Trustees of the Trust and on any and all matters on which they may be entitled to vote by law or by the provisions of the Trust's Declaration of Trust and By-Laws. The Trust is not required to hold a regular annual meeting of shareholders, and it does not intend to do so. Shares of the Fund entitle their holders to one vote per share (with proportionate voting or fractional shares). Shareholders of the Fund are entitled to vote on matters that affect the Fund or class. The Henderson Global Funds and classes of shares of each fund of the Trust will vote together, except when a separate vote is permitted or required by the 1940 Act or written instrument. Approval of an investment advisory agreement and a change in fundamental policies would be regarded as matters requiring separate voting by the shareholders of each fund of the Trust. If the Trustees determine that a matter does not affect the interests of the Fund, then the shareholders of the Fund will not be entitled to vote on that matter. Matters that affect the Trust in general will be voted upon collectively by the shareholders of all the funds of the Trust.

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As used in this SAI and the Prospectus, the phrase "majority vote of the outstanding voting securities" of the Fund or class means the vote of the lesser of: (1) 67% of the shares of the Fund (or of the Trust) present at a meeting if the holders of more than 50% of the outstanding shares are present in person or by proxy; or (2) more than 50% of the outstanding shares of the Fund (or of the Trust).

With respect to the submission to shareholder vote of a matter requiring separate voting by the Fund, the matter shall have been effectively acted upon with respect to the Fund if a majority of the outstanding voting securities of the Fund votes for the approval of the matter, notwithstanding that: (1) the matter has not been approved by a majority of the outstanding voting securities of any other fund or class of the Fund of the Trust; or (2) the matter has not been approved by a majority of the outstanding voting securities of the Trust.

The Declaration of Trust provides that the holders of not less than two-thirds of the outstanding shares of the Trust may remove a person serving as Trustee. Meetings of shareholders will be called at any time by a majority of Trustees and shall be called by any Trustee if requested in writing to do so by the holders of not less than 10% of the outstanding shares of the Trust.

The Trust's shares do not have cumulative voting rights and accordingly the holders of more than 50% of the outstanding shares could elect the entire Board, in which case the holders of the remaining shares would not be able to elect any Trustees.

Shareholders in a series or class shall be entitled to receive their pro rata share of distributions of income and capital gains made with respect to such series or class. Upon liquidation or termination of a series or class, shareholders in such series or class shall be entitled to receive a pro rata share of the assets (if any) belonging to such series or class.

Under Delaware law, the Trust's shareholders could, under certain circumstances, be held personally liable for the obligations of the Trust. However, the Declaration of Trust disclaims liability of the shareholders, Trustees or officers of the Trust for acts or obligations of the Trust, which are binding only on the assets and property of the Trust, and requires that notice of the disclaimer be given in each contract or obligation entered into or executed by the Trust or its Trustees. The Declaration of Trust provides for indemnification out of Fund property for all loss and expense of any shareholder of the Fund held personally liable for the obligations of the Fund. The risk of a shareholder of the Trust incurring financial loss on account of shareholder liability is limited to circumstances in which the Trust itself would be unable to meet its obligations and, thus, should be considered remote. No series of the Trust is liable for the obligations of any other series of the Trust.

The SEC adopted Rule 18f-3 under the 1940 Act, which permits a registered open-end investment company to issue multiple classes of shares in accordance with a written plan approved by the investment company's board of directors/trustees and filed with the SEC. The Board has adopted a Multi-Class Plan under Rule 18f-3 on behalf of the Fund. The Multi-Class Plan includes the following: (i) shares of each class of the Fund are identical, except that each class bears certain class-specific expenses and has separate voting rights on certain matters that relate solely to that class or in which the interests of shareholders of one class differ from the interests of shareholders of another class and (ii) subject to certain limitations described in the Prospectus, shares of a particular class of the Fund may be exchanged for shares of the same class of another Henderson Global Fund.

PURCHASES AND REDEMPTION INFORMATION

PURCHASES. As described in the Prospectus, shares of the Fund may be purchased in a number of different ways. Such alternative sales arrangements permit an investor to choose the method of purchasing shares that is most beneficial depending on the amount of the purchase, the length of time the investor expects to hold shares and other relevant circumstances. An investor may place orders directly through the Transfer Agent or through arrangements with his/her authorized broker and/or financial advisor.

RETIREMENT PLANS. Shares of the Fund may be purchased in connection with various types of tax deferred retirement plans, including individual retirement accounts ("IRAs"), qualified plans, deferred compensation for public schools and charitable organizations (403(b) plans) and simplified employee pension IRAs ("SEP IRAs"). For plan administrator contact information,

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participants should contact their respective employer's human resources department. Transactions generally are effected on behalf of retirement plan participants by the administrator or a custodian, trustee or recordkeeper.

EXCHANGES. As described in the Prospectus, shareholders of the Fund have certain exchange privileges. Before effecting an exchange, shareholders of the Fund should obtain and read the currently effective Prospectus.

INITIAL SALES CHARGES. Class A shareholders may exchange their Class A shares ("outstanding Class A shares") for Class A shares of another Henderson Fund ("new Class A

shares") on the basis of the relative net asset value per Class A share, plus an amount equal to the difference, if any, between the sales charge previously paid on the outstanding Class A shares and the sales charge payable at the time of the exchange on the new Class A shares.

ADDITIONAL PAYMENTS. Institutions such as broker/dealer firms or banks may be paid fees out of the assets of the Adviser or its affiliates for marketing and servicing shares of the Fund. These fees do not come out of the Fund's assets. Investment professionals receive such fees for providing distribution-related services or services such as advertising, sponsoring activities to promote sales, and maintaining shareholder accounts. These payments may be based on factors such as the number or value of shares the investment professionals may sell, the value of client assets invested, and/or the type and nature of sales support furnished by the institution.

The prospect of receiving, or the receipt of additional compensation or promotional incentives described above by financial intermediaries may provide such financial intermediaries and/or their salespersons with an incentive to favor sales of shares of the Fund over sales of shares of mutual funds (or non-mutual fund investments) with respect to which the financial intermediary does not receive additional compensation or promotional incentives, or receives lower levels of additional compensation or promotional incentives. Similarly, financial intermediaries may receive different compensation or incentives that may influence their recommendation of any particular share class of the Fund or of other funds. These payment arrangements, however, will not change the price that an investor pays for shares of the Fund or the amount that the Fund receives to invest on behalf of an investor and will not increase expenses of the Fund. You may wish to take such payments arrangements into account when considering and evaluating any recommendations relating to shares of the Fund and discuss this matter with your financial adviser.

ADDITIONAL CHARGES. Dealers and financial intermediaries may charge their customers a processing or service fee in connection with the purchase or redemption of Fund shares. The amount and applicability of such a fee is determined and disclosed to its customers by each individual dealer. Processing or service fees typically are fixed, nominal dollar amounts and are in addition to the sales and other charges described in the Prospectus and this SAI. Your dealer will provide you with specific information about any processing or service fees you will be charged.

CONTINGENT DEFERRED SALES CHARGES - CLASS A AND CLASS C SHARES. Class A shareholders may exchange their Class A shares that are subject to a CDSC, as described in the Prospectus ("outstanding Class A shares"), for Class A shares of another Henderson Fund ("new Class A shares") on the basis of the relative net asset value per Class A share, without the payment of any CDSC that would otherwise be due upon the redemption of the outstanding Class A shares. Class A shareholders of any Fund exercising the exchange privilege will continue to be subject to that Fund's CDSC period following an exchange if such period is longer than the CDSC period, if any, applicable to the new Class A shares.

Class C shareholders may exchange their Class C shares ("outstanding Class C shares") for Class C shares of another Henderson Fund ("new Class C shares") on the basis of the relative net asset value per Class C share, without the payment of any CDSC that would otherwise be due upon redemption. (Class C shares are subject to a CDSC of 1.00% if redeemed within twelve months of the date of purchase.)

For purposes of computing the CDSC (and conversion feature, if applicable) that may be payable upon the redemption of the new Class A or Class C shares, the holding period of the outstanding shares is "tacked" onto the holding period of the new shares.

Each exchange will be made on the basis of the relative net asset value per share of the Fund involved in the exchange next computed following receipt

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by the Transfer Agent of telephone instructions or a properly executed request. Exchanges, whether written or telephonic, must be received by the Transfer Agent by the close of regular trading on the NYSE (normally 4:00 p.m., Eastern time) to receive the price computed on the day of receipt. Exchange requests received after that time will receive the price next determined following receipt of the request. The exchange privilege may be modified or terminated at any time, upon at least 60 days' notice to the extent required by applicable law.

An exchange of shares between any of the Henderson Funds will generally result in a taxable gain or loss for federal income tax purposes. Generally, this will be a capital gain or loss (long-term or short-term, depending on the holding period of the shares surrendered) in the amount of the difference between the net asset value of the shares surrendered and the shareholder's tax basis for those shares. However, in certain circumstances, shareholders will be ineligible to take sales charges into account in computing taxable gain or loss on an exchange. See "Federal Income Tax Matters."

With limited exceptions, gain realized by a tax-deferred retirement plan will not be taxable to the plan and will not be taxed to the participant until distribution. Each investor should consult his or her tax adviser regarding the tax consequences of an exchange transaction.

REDEMPTIONS. As described in the Prospectus, shares of the Fund are redeemed at their net asset value next determined after a proper redemption request has been received by the Transfer Agent, less any applicable CDSC.

Unless a shareholder requests that the proceeds of any redemption be wired to his or her bank account, payment for shares tendered for redemption is made by check within seven calendar days after tender in proper form, except that the Trust reserves the right to suspend the right of redemption or to postpone the date of payment upon redemption beyond seven calendar days, (i) for any period during which the NYSE is closed (other than customary weekend and holiday closings) or during which trading on the NYSE is restricted, (ii) for any period during which an emergency exists as determined by the SEC as a result of which disposal of securities owned by the Fund is not reasonably practicable or it is not reasonably practicable for the Fund to fairly determine the value of its net assets, or (iii) for such other periods as the SEC may by order permit for the protection of shareholders of the Fund.

Under unusual circumstances, when the Board deems it in the best interest of the Fund's shareholders, the Fund may make payment for shares repurchased or redeemed in whole or in part in securities of the Fund taken at current values. The Trust has made an election pursuant to Rule 18f-1 under the 1940 Act. This requires the Fund to redeem with cash at a shareholder's election in any case where the redemption involves less than $250,000 (or 1% of that Fund's net asset value at the beginning of the 90-day period during which such redemptions are in effect, if that amount is less than $250,000). Should payment be made in securities, the redeeming shareholder may incur brokerage costs in converting such securities to cash. Should the in-kind distribution contain illiquid securities, you could have difficulty

converting these assets into cash. In-kind distributions are taxable to the redeeming shareholder on the same basis as cash distributions.

OTHER REDEMPTION INFORMATION. If a shareholder has given authorization for telephonic redemption privilege, shares can be redeemed and proceeds sent by federal wire to a single previously designated bank account. Delivery of the proceeds of a wire redemption request of $250,000 or more may be delayed by the Fund for up to seven days if deemed appropriate under then-current market conditions. The Trust reserves the right to change this minimum or to terminate the telephonic redemption privilege without prior notice. The Trust cannot be responsible for the efficiency of the federal wire system of the shareholder's dealer of record or bank. The shareholder is responsible for any charges by the shareholder's bank.

The Fund employs reasonable procedures that require personal identification prior to acting on redemption or exchange instructions communicated by telephone to confirm that such instructions are genuine.

NET ASSET VALUE

The net asset value per share of the Fund is computed by dividing the value of that Fund's aggregate net assets (i.e., its total assets less its liabilities) by the number of the Fund's shares outstanding. For purposes of determining the Fund's aggregate net assets, receivables are valued at their realizable amounts. The Fund's liabilities, if not identifiable as belonging to a particular class of the Fund, are allocated among the Fund's several classes based on their aggregate net asset value. Liabilities attributable to a particular class are charged to that class directly. The total liabilities for a

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class are then deducted from the class's proportionate interest in the Fund's assets, and the resulting amount is divided by the number of shares of the class outstanding to produce its net asset value per share.

Securities traded on a recognized stock exchange or market are valued at the last reported sales price or at the official closing price if such price is deemed to be representative of value at the close of such exchange on which the securities are principally traded. If no sale is reported at that time, the average between the last bid and asked price (the "Calculated Mean") is used. Unless otherwise noted herein, the value of a foreign security is determined in its national currency as of the normal close of trading on the foreign exchange or OTC market in which it is primarily traded or as of the close of regular trading on the NYSE, if that is earlier, and that value is then converted into its US dollar equivalent at the foreign exchange rate in effect on the day the value of the foreign security is determined.

A debt security normally is valued on the basis of the last updated sale price or a market value from a pricing service that takes into account appropriate valuation factors or by obtaining a direct written broker-dealer quotation from a dealer who has made a market in the security. Interest bearing commercial paper which is purchased at par will be valued at par. Interest is accrued daily. Money market instruments purchased with an original or remaining maturity of 60 days or less maturing at par, are valued at amortized cost, which the Board believes approximates market value.

Options, futures contracts and options on futures contracts are valued at the last reported sale price on the exchange on which it is principally traded, if available, and otherwise is valued at the last reported sale price on the other exchange(s). If there were no reported sales on any exchange, the option shall be valued at the Calculated Mean, if possible.

Securities and other assets for which market prices are not readily available are priced at a "fair value" as determined by the Adviser in accordance with procedures approved by the Board. Trading in securities on many foreign securities exchanges is normally completed before the close of regular trading on the NYSE. Trading on foreign exchanges may not take place on all days on which there is regular trading on the NYSE, or may take place on days on which there is no regular trading on the NYSE (e.g., any of the national business holidays identified below). If events materially affecting the value of the Fund's portfolio securities occur between the time when a foreign exchange closes and the time when the Fund's net asset value is calculated (see following paragraph), such securities may be valued at fair value as determined by the Adviser in accordance with procedures approved by the Board. The Board of Trustees has adopted procedures for valuing the Fund's securities. Securities are fair valued according to methodologies adopted by the Board in advance or as determined by the Valuation Committee of the Board. Any securities that are fair valued will be reviewed by the Board of Trustees of the Fund at the next regularly scheduled quarterly meeting of the Board.

Portfolio securities are valued (and net asset value per share is determined) as of the close of regular trading on the NYSE (normally 4:00 p.m., Eastern time) on each day the NYSE is open for trading. The NYSE and the Trust's offices are expected to be closed, and net asset value will not be calculated, on the following national business holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. On those days when either or both of the Fund's custodian or the NYSE close early as a result of a partial holiday or otherwise, the Trust reserves the right to advance the time on that day by which purchase and redemption requests must be received.

The number of shares you receive when you place a purchase order, and the payment you receive after submitting a redemption request, is based on the Fund's net asset value next determined after your instructions are received in proper form by the Transfer Agent or by your registered securities dealer. Each purchase and redemption order is subject to any applicable sales charge. Since the Fund invests in securities that are listed on foreign exchanges that may trade on weekends or other days when the Fund does not price its shares, the Fund's net asset value may change on days when shareholders will not be able to purchase or redeem the Fund's shares. The sale of the Fund's shares will be suspended during any period when the determination of its net asset value is suspended pursuant to rules or orders of the SEC and may be suspended by the Board whenever in its judgment it is in the Fund's best interest to do so.

FEDERAL INCOME TAX MATTERS

The following is a general discussion of certain US federal income tax consequences of investing in the Fund. It is merely a summary and is not an exhaustive discussion of all possible situations or of all potentially applicable taxes. It is based on provisions of the Internal Revenue Code of

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1986, as amended (the "Code"), the applicable Treasury Regulations promulgated thereunder, judicial authority and other administrative rulings, as in effect on the date of this SAI, all of which may change, possibly with retroactive effect. This discussion generally applies only to holders of shares who are citizens or residents of the United States and who are subject to federal income taxation (i.e., not exempt form taxation). Accordingly, investors should consult with a competent tax adviser before making an investment in the Fund. The Fund is not managed for tax-efficiency.

The Fund intends to qualify for each of its taxable years as a regulated investment company under Subchapter M of the Code. Accordingly, the Fund must, among other things, (a) derive in each taxable year at least 90% of its gross income from dividends, interest, payments with respect to certain securities loans, gains from the sale or other disposition of stocks, securities or foreign currencies, other income derived with respect to its business of investing in such stocks, securities or currencies, and net income derived from interests in qualified publicly traded partnerships; and (b) diversify its holdings so that, at the end of each quarter of its taxable year, (i) at least 50% of the market value of the Fund's total assets is represented by cash and cash items, US government securities, securities of other regulated investment companies and other securities, with such other securities limited, in respect of any one issuer, to an amount not greater than 5% of the value of the Fund's total assets and 10% of the outstanding voting securities of such issuer, and (ii) not more than 25% of the value of its total assets is invested in the securities (other than US government securities and the securities of other regulated investment companies) of any one issuer or of two or more issuers controlled by the Fund and engaged in the same, similar or related trades or business or the securities of one or more qualified publicly traded partnerships.

As a regulated investment company, the Fund generally will not be subject to US federal income tax on its income and gains that it distributes to shareholders, if at least 90% of its investment company taxable income (which includes, among other items, dividends, interest and the excess of any net short-term capital gains over net long-term capital losses) determined without regard for the deduction for dividends paid for the taxable year is distributed. However, the Fund will generally be subject to federal corporate income tax (currently imposed at a maximum rate of 35%) on any undistributed income or net capital gain. The Fund intends to distribute all or substantially all of its net investment income and net capital gain each year.

Amounts not distributed on a timely basis in accordance with a calendar year distribution requirement are subject to a nondeductible 4% federal excise tax at the Fund level. To avoid this tax, the Fund must distribute during each calendar year, (1) at least 98% of its ordinary income (not taking into account any capital gains or losses) for the calendar year, (2) at least 98% of its capital gains in excess of its capital losses (adjusted for certain ordinary losses) for a one-year period ending on October 31 of the calendar year, and (3) all ordinary income and capital gains for previous years that were not distributed during such years. The Fund intends to make distributions to shareholders in accordance with such distribution requirements, however, the Fund may be subject to excise tax.

OPTIONS, FUTURES AND FOREIGN CURRENCY FORWARD CONTRACTS. The Fund's transactions, if any, in forward contracts, options, futures contracts and hedge investments will be subject to special provisions of the Code that, among other things, may affect the character of gain and loss realized by the Fund (i.e., may affect whether gain or loss is ordinary or capital), accelerate recognition of income to the Fund, defer Fund losses, and affect whether capital gain and loss is characterized as long-term or short-term. These rules could therefore affect the character, amount and timing of distributions to shareholders. These provisions also may require the Fund to mark-to-market certain types of positions in its portfolio (i.e., treat them as if they were closed out), which may cause the Fund to recognize income without receiving cash with which to make distributions in amounts necessary to satisfy the distribution requirements for avoiding federal income and excise taxes.

The Fund will monitor its transactions, make the appropriate tax elections, and make the appropriate entries in its books and records when it acquires an option, futures contract, forward

contract, hedge instrument or other similar investment in order to, where appropriate, mitigate the effect of these rules, prevent disqualification of the Fund as a regulated investment company, and minimize the imposition of US federal income and excise taxes.

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CURRENCY FLUCTUATIONS - "'SECTION 988' GAINS OR LOSSES". Gains or losses attributable to fluctuations in exchange rates which occur between the time the Fund accrues receivables or liabilities denominated in a foreign currency and the time the Fund actually collects such receivables or pays such liabilities generally are treated as ordinary income or loss. Similarly, on disposition of some investments, including debt securities denominated in a foreign currency and certain options, futures and forward contracts, gains or losses attributable to fluctuations in the value of the foreign currency between the date of acquisition of the security or contract and the date of disposition also are generally treated as ordinary gain or loss. These gains and losses, referred to under the Code as "Section 988" gains or losses, increase or decrease the amount of the Fund's investment company taxable income available to be distributed to its shareholders as ordinary income. If the Fund incurs a net operating loss, the "Section 988" gains or losses will decrease or increase the net operating loss available to offset short term capital gains.

INVESTMENT IN PASSIVE FOREIGN INVESTMENT COMPANIES. The Fund may invest in shares of foreign corporations which may be classified under the Code as passive foreign investment companies ("PFICs"). In general, a foreign corporation is classified as a PFIC if at least one-half of its assets constitute investment-type assets, or 75% or more of its gross income is investment-type income. If the Fund receives an "excess distribution" with respect to PFIC stock, the Fund itself may be subject to federal income tax and an additional interest charge on the excess distribution, whether or not the corresponding income is distributed by the Fund to shareholders. In general, under the PFIC rules, an excess distribution is treated as having been realized ratably over the period during which the Fund held the PFIC shares. The Fund itself will be subject to tax on the portion, if any, of an excess distribution that is so allocated to prior Fund taxable years and an interest factor will be added to the federal income tax, as if the tax had been payable in such prior taxable years. Certain distributions from a PFIC as well as gain from the sale of PFIC shares are treated as excess distributions. Excess distributions are characterized as ordinary income for federal income tax purposes even though, absent application of the PFIC rules, certain excess distributions might have been classified as capital gain.

The Fund may be eligible to elect alternative tax treatment with respect to its PFIC shares. If certain conditions are satisfied, the Fund may elect to mark to market its PFIC shares, resulting in the shares being treated as sold at fair market value on the last business day of each taxable year. Any resulting gain would be reported as ordinary income; any resulting loss and any loss from an actual disposition of the shares would be reported as ordinary loss to the extent of any net gains reported in prior years. Under another election that currently is available in some circumstances, the Fund generally would be required to include in its gross income its share of the earnings of a PFIC on a current basis, regardless of whether distributions are received from the PFIC in a given year.

DEBT SECURITIES ACQUIRED AT A DISCOUNT. Some of the debt securities that may be acquired by the Fund may be treated as debt securities that are originally issued at a discount. Generally, the amount of the original issue discount ("OID") is treated as interest income and a portion of the OID is included in the Fund's income in each taxable year such debt security is held by the Fund, even though payment of that amount is not received until a later time, usually when the debt security matures.

Some of the debt securities that may be acquired by the Fund in the secondary market may be treated as having market discount. Generally, gain recognized on the disposition of, and any partial payment of principal on, a debt security having market discount is treated as ordinary income to the extent the gain, or principal payment, does not exceed the "accrued market discount" on such debt security. In addition, the deduction of any interest expenses attributable to debt securities having market discount may be deferred. Market discount generally accrues in equal daily installments.

The Fund may make one or more of the elections applicable to debt securities having acquisition discount or OID, which could affect the character and timing of recognition of income.

The Fund generally will be required to distribute dividends to shareholders representing discount on debt securities that is currently includable in income, even though cash representing such income may not have been received by the Fund. The Fund may need to sell securities at inopportune times to raise cash to pay such dividends.

The Fund's investment in lower-rated or unrated debt securities may present issued for the Fund if the issuers of these securities default on their obligations because the federal income tax consequences to a holder of such securities are not certain.

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DISTRIBUTIONS. Distributions are taxable to a US shareholder whether paid in cash or shares. Distributions of investment company taxable income (as such term is defined in the Code) determined without regard to the deduction for dividends paid are generally taxable as ordinary income. However, if a portion of the Fund's investment company taxable income is attributable to "qualified dividend income," as such term is defined in Section 1(h)(11) of the Code, and treated as such by the Fund, then for taxable years beginning on or before December 31, 2010, distributions of such qualified dividend income by the Fund to noncorporate shareholders generally will be taxed at the federal income tax rates applicable to net capital gain, provided both the Fund and the shareholder satisfy certain holding period and other requirements. For such taxable years, the maximum federal income tax rate applicable to net capital gain for individuals and other noncorporate investors has been reduced to 15%. Dividends from most REITs and certain foreign corporations are not eligible for treatment as qualified dividend income.

Dividends paid by the Fund that are derived from dividends received from US corporations may qualify for the dividends received deduction available to corporate shareholders under Section 243 of the Code (the "Dividend Received Deduction"). Corporate shareholders who otherwise are eligible to claim the Dividends Received Deduction will generally be able to deduct 70% of such qualifying dividends. Corporate shareholders of a regulated investment company must meet the 45-day holding period requirements of Section 246(c)(1)(A) of the Code with respect to the shares of the regulated investment company to qualify for the Dividends Received Deduction. The alternative minimum tax applicable to corporations may reduce the value of the dividends received deduction.

Distributions of net capital gain (i.e., the excess of net long-term capital gains over net short-term capital losses and capital loss carryovers from prior years), if any, designated by the Fund as capital gain dividends, are taxable to shareholders as long-term capital gains whether paid in cash or in shares, and regardless of how long the shareholder has held the Fund's

shares; such distributions are not eligible for the Dividends Received Deduction or for treatment as "qualified dividend income." A distribution of an amount in excess of the Fund's current and accumulated earnings and profits, if any, will be treated first by a shareholder as a return of capital which is applied against and reduces the shareholder's basis in his, her or its shares. To the extent that the amount of any such distribution exceeds the shareholder's basis in his, her or its shares, the excess will be treated by the shareholder as gain from a sale or exchange of the shares. Shareholders will be notified annually as to the US federal income tax status of distributions and shareholders receiving distributions in the form of newly issued shares will receive a report as to the net asset value of the shares received.

A distribution will be treated as paid on December 31 of the current calendar year if it is declared by the Fund in October, November or December of the year with a record date in such a month and paid by the Fund during January of the following year. Such distributions will be taxable to shareholders in the calendar year the distributions are declared, rather than the calendar year in which the distributions are received.

If the net asset value of shares is reduced below a shareholder's cost as a result of a distribution by the Fund, such distribution generally will be taxable even though it represents a return of invested capital. Shareholders should be careful to consider the tax implications of buying shares just prior to a distribution. The price of shares purchased at this time may reflect the amount of the forthcoming distribution, which generally will be taxable to them.

DISPOSITION OF SHARES. Upon a redemption, sale or exchange of a shareholder's shares, such shareholder will generally realize a taxable gain or loss for federal income tax purposes depending upon his or her basis in the shares disposed. Such gain or loss will be treated as capital gain or loss if the shares are capital assets in the shareholder's hands at the time of the disposition and, if so, will be long-term or short-term, depending upon how long the shareholder held such shares. Shares held for one year or less generally will be taxed as short-term capital gain. Shares held for more than one year generally will be taxed as long-term capital gain. Any loss realized on a redemption, sale or exchange will be disallowed to the extent the shares disposed of are replaced with other Fund stock or substantially identical shares or securities (including through reinvestment of dividends) within a period of 61 days beginning 30 days before and ending 30 days after the disposition of the shares. In such a case, the basis of the shares acquired will be adjusted to reflect the disallowed loss. Any loss realized by a shareholder on the sale of Fund shares held by the shareholder for six months or less will be treated as a long-term capital loss to the extent of any distributions of net capital gain received or treated as having been received by the shareholder with respect to such shares. Capital losses may be subject to limitations on their use by a shareholder.

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In some cases, shareholders who exchange shares will not be permitted to take all or a portion of their sales loads into account for purposes of determining the amount of gain or loss realized on the disposition of their shares. This prohibition generally applies where (1) the shareholder incurs a sales load in acquiring the shares of the Fund, (2) the shares are disposed of before the 91st day after the date on which they were acquired, and (3) the shareholder subsequently acquires shares in the same Fund or another regulated investment company and the otherwise applicable sales charge is reduced under a "reinvestment right" received upon the initial purchase of Fund shares. The term "reinvestment right" means any right to acquire shares of one or more regulated investment companies without the payment of a sales load or with the payment of a reduced sales charge. Sales charges affected by this rule are treated as if they were incurred with respect to the shares acquired under the reinvestment right and not

with respect to the original shares. This provision may be applied to successive acquisitions of fund shares.

FOREIGN WITHHOLDING TAXES. Income received by the Fund from sources within a foreign country may be subject to withholding and other taxes imposed by that country.

If more than 50% of the value of the Fund's total assets at the close of its taxable year consists of securities of foreign corporations, the Fund will be eligible to elect to "pass-through" to its shareholders the amount of foreign income and similar taxes paid by the Fund. Pursuant to this election, a shareholder will be required to include in gross income (in addition to taxable dividends actually received) his or her pro rata share of the foreign income and similar taxes paid by the Fund in computing his or her federal taxable income for federal tax purposes, and will be entitled either to deduct his or her pro rata share of foreign income and similar taxes in computing his or her taxable income or to use it as a foreign tax credit against his or her US federal income tax liability, subject to limitations imposed by the Code. No deduction for foreign taxes may be claimed by a shareholder who does not itemize deductions. Foreign taxes generally may not be deducted by a shareholder that is an individual in computing the federal alternative minimum tax, but a foreign tax credit may be available to offset federal alternative minimum tax, subject to various limitations. Each affected shareholder will be notified within 60 days after the close of the Fund's taxable year if the foreign taxes paid by that Fund will "pass-through" for that year.

Generally, except in the case of certain electing individual taxpayers who have limited creditable foreign taxes and no foreign source income other than passive investment-type income, a credit for foreign taxes is subject to the limitation that it may not exceed the shareholder's US tax attributable to his or her total foreign source taxable income. For this purpose, if the Fund makes the election described in the preceding paragraph, the source of the Fund's income flows through to its shareholders. With respect to the Fund, gains from the sale of securities generally will be treated as derived from US sources and Section 988 gains will generally be treated as ordinary income derived from US sources. The limitation on the foreign tax credit is applied separately to foreign source passive income, including foreign source passive income received from the Fund. Furthermore, the foreign tax credit is eliminated with respect to foreign taxes withheld on dividends if the dividend-paying shares or the shares of the Fund are held by the Fund or the shareholder, as the case may be, for less than 16 days (46 days in the case of preferred shares) during the 31-day period (91-day period for preferred shares) beginning 15 days (45 days for preferred shares) before the shares become ex-dividend. In addition, if the Fund fails to satisfy these holding period requirements or is under an obligation (whether pursuant to a short sale or otherwise) to make related payments with respect to positions in substantially similar or related property, it cannot elect to pass through to shareholders the ability to claim a deduction for related foreign taxes.

The foregoing is only a general discussion of the foreign tax credit and deduction under current federal income tax law. Because application of the credit and deduction depends on the particular circumstances of each shareholder, shareholders are advised to consult their own tax advisers.

DISCLOSURE STATEMENTS FOR LARGE LOSSES. Treasury Regulations provide that if a shareholder recognizes a loss with respect to Fund shares of $2 million or more in a single taxable year (or $4 million or more in any combination of taxable years) for shareholders who are individuals, S corporations or trusts, or $10 million or more in a single taxable year (or $20 million or more in any combination of taxable years) for a corporate shareholder, the

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shareholder must file with the IRS a disclosure statement on Form 8886. Direct shareholders of portfolio securities are in many cases excepted from this reporting requirement, but under current guidance, shareholders of a regulated investment company are not excepted. Future guidance may extend the current exception from this reporting requirement to shareholders of most or all regulated investment companies. The fact that a loss is reportable under these regulations does not affect the legal determination of whether the taxpayer's treatment of the loss is proper. Shareholders should consult their tax advisors to determine the applicability of these regulations in light of their individual circumstances.

BACKUP WITHHOLDING. The Fund will be required to report to the IRS all distributions as well as gross proceeds from the redemption of Fund shares, except in the case of certain exempt shareholders. All such distributions and proceeds will be subject to withholding of federal income tax at a rate of 28% ("backup withholding") in the case of non-exempt shareholders if (1) the shareholder fails to furnish the Fund with and to certify the shareholder's correct taxpayer identification number or social security number, (2) the IRS notifies the shareholder or the Fund that the shareholder has failed to report properly certain interest and dividend income to the IRS and to respond to notices to that effect, or (3) when required to do so, the shareholder fails to certify that he or she is not subject to backup withholding. If the withholding provisions are applicable, any such distributions or proceeds, whether reinvested in additional shares or taken in cash, will be reduced by the amounts required to be withheld. Any amounts withheld may be credited against the shareholder's US federal income tax liability provided the appropriate information is furnished to the IRS.

OTHER TAXATION. Dividends and distributions may also be subject to additional federal, state, local and foreign taxes depending on each shareholder's particular situation. Non-US shareholders may be subject to US tax rules that differ significantly from those summarized above.

This discussion does not purport to deal with all of the tax consequences applicable to the Fund or all shareholders of the Fund. Shareholders are advised to consult their own tax advisers with respect to the particular tax consequences to them before making an investment in the Fund.

REGISTRATION STATEMENT

This SAI and the Fund's Prospectus do not contain all the information included in the Fund's registration statement filed with the SEC under the 1933 Act with respect to the securities offered hereby, certain portions of which have been omitted pursuant to the rules and regulations of the SEC. The registration statement, including the exhibits filed therewith, may be examined at the offices of the SEC in Washington, D.C. Text-only versions of Fund documents can be viewed online or downloaded from the SEC at http:/www.sec.gov.

Statements contained herein and in the Fund's Prospectus as to the contents of any contract of other documents referred to are not necessarily complete, and, in such instance, reference is made to the copy of such contract or other documents filed as an exhibit to the Fund's registration statement, each such statement being qualified in all respects by such reference.

FINANCIAL STATEMENTS

The Fund commenced operations on August 29, 2008. Therefore, as of the date of this SAI, no financial statements are available for the Fund.

APPENDIX A

DESCRIPTION OF STANDARD & POOR'S RATINGS GROUP ("S&P") AND MOODY'S INVESTORS SERVICE, INC. ("MOODY'S") CORPORATE BOND AND COMMERCIAL PAPER RATINGS

From "Moody's Bond Record," November 1994 Issue (Moody's Investors Service, New York, 1994), and "Standard & Poor's Municipal Ratings Handbook," October 1997 Issue (McGraw Hill, New York, 1997).

MOODY'S:

(a) CORPORATE BONDS. Bonds rated Aaa by Moody's are judged by Moody's to be of the best quality, carrying the smallest degree of investment risk. Interest payments are protected by a large or exceptionally stable margin and

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principal is secure. While the various protective elements are likely to change, such changes as can be visualized are most unlikely to impair the fundamentally strong position of such issues. Bonds rated Aa are judged by Moody's to be of high quality by all standards. Aa bonds are rated lower than Aaa bonds because margins of protection may not be as large as those of Aaa bonds, or fluctuations of protective elements may be of greater amplitude, or there may be other elements present which make the long-term risks appear somewhat larger than those applicable to Aaa securities. Bonds which are rated A by Moody's possess many favorable investment attributes and are to be considered as upper medium-grade obligations. Factors giving security to principal and interest are considered adequate, but elements may be present which suggest a susceptibility to impairment sometime in the future. Bonds rated Baa by Moody's are considered medium-grade obligations (i.e., they are neither highly protected nor poorly secured). Interest payments and principal security appear adequate for the present, but certain protective elements may be lacking or may be characteristically unreliable over any great length of time. Such bonds lack outstanding investment characteristics and in fact have speculative characteristics as well. Bonds which are rated Ba are judged to have speculative elements; their future cannot be considered well-assured. Often the protection of interest and principal payments may be very moderate and thereby not well safeguarded during both good and bad times over the future. Uncertainty of position characterizes bonds in this class. Bonds which are rated B generally lack characteristics of the desirable investment. Assurance of interest and principal payments of or maintenance of other terms of the contract over any long period of time may be small. Bonds which are rated Caa are of poor standing. Such issues may be in default or there may be present elements of danger with respect to principal or interest. Bonds which are rated Ca represent obligations which are speculative in a high degree. Such issues are often in default or have other marked shortcomings. Bonds which are rated C are the lowest rated class of bonds and issues so rated can be regarded as having extremely poor prospects of ever attaining any real investment standing.

(b) COMMERCIAL PAPER. The Prime rating is the highest commercial paper rating assigned by Moody's. Among the factors considered by Moody's in assigning ratings are the following: (1) evaluation of the management of the issuer; (2) economic evaluation of the issuer's industry or industries and an appraisal of speculative-type risks which may be inherent in certain areas; (3) evaluation of the issuer's products in relation to competition and customer acceptance; (4) liquidity; (5) amount and quality of long-term debt; (6) trend of earnings over a period of ten years; (7) financial strength of a parent company and the relationships which exist with the issuer; and (8) recognition by management of obligations which may be present or may arise as a result of public interest questions and preparations to meet such obligations. Issuers

within this Prime category may be given ratings 1, 2 or 3, depending on the relative strengths of these factors. The designation of Prime-1 indicates the highest quality repayment capacity of the rated issue. Issuers rated Prime-2 are deemed to have a strong ability for repayment while issuers voted Prime-3 are deemed to have an acceptable ability for repayment. Issuers rated Not Prime do not fall within any of the Prime rating categories.

S&P:

(a) CORPORATE BONDS. An S&P corporate debt rating is a current assessment of the creditworthiness of an obligor with respect to a specific obligation. The ratings are based on current information furnished by the issuer or obtained by S&P from other sources it considers reliable. The ratings described below may be modified by the addition of a plus or minus sign to show relative standing within the major rating categories.

Debt rated AAA has the highest rating assigned by S&P. Capacity to pay interest and repay principal is extremely strong. Debt rated AA is judged by S&P to have a very strong capacity to pay interest and repay principal and differs from the highest rated issues only in small degree. Debt rated A by S&P has a strong capacity to pay interest and repay principal, although it is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than debt in higher rated categories.

Debt rated BBB by S&P is regarded by S&P as having an adequate capacity to pay interest and repay principal. Although such bonds normally exhibit adequate protection parameters, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity to pay interest and repay principal than debt in higher rated categories.

Debt rated BB, B, CCC, CC and C is regarded as having predominately speculative characteristics with respect to capacity to pay interest and repay principal. BB indicates the least degree of speculation and C the highest. While such debt will likely have some quality and protective characteristics, these are outweighed by large uncertainties or exposures to adverse conditions. Debt rated BB has less near-term vulnerability to default than other speculative

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issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial or economic conditions which could lead to inadequate capacity to meet timely interest and principal payments. The BB rating category is also used for debt subordinated to senior debt that is assigned an actual or implied BBB- rating. Debt rated B has a greater vulnerability to default but currently has the capacity to meet interest payments and principal repayments. Adverse business, financial, or economic conditions will likely impair capacity or willingness to pay interest and repay principal. The B rating category is also used for debt subordinated to senior debt that is assigned an actual or implied BB or BB- rating. Debt rated CCC has a currently identifiable vulnerability to default, and is dependent upon favorable business, financial, and economic conditions to meet timely payment of interest and repayment of principal. In the event of adverse business, financial or economic conditions, it is not likely to have the capacity to pay interest and repay principal. The CCC rating category is also used for debt subordinated to senior debt that is assigned an actual or implied B or B- rating. The rating CC typically is applied to debt subordinated to senior debt which is assigned an actual or implied CCC debt rating. The rating C typically is applied to debt subordinated to senior debt which is assigned an actual or implied CCC- debt rating. The C rating may be used to cover a situation where a bankruptcy petition has been filed, but debt service payments are continued.

The rating CI is reserved for income bonds on which no interest is being paid. Debt rated D is in payment default. The D rating category is used when interest payments or

principal payments are not made on the date due, even if the applicable grace period has not expired, unless S&P believes that such payments will be made during such grace period. The D rating also will be used upon the filing of a bankruptcy petition if debt service payments are jeopardized.

(b) COMMERCIAL PAPER. An S&P commercial paper rating is a current assessment of the likelihood of timely payment of debt considered short-term in the relevant market.

The commercial paper rating A-1 by S&P indicates that the degree of safety regarding timely payment is strong. Those issues determined to possess extremely strong safety characteristics are denoted with a plus sign (+) designation. For commercial paper with an A-2 rating, the capacity for timely payment on issues is satisfactory, but not as high as for issues designated A-1. Issues rated A-3 have adequate capacity for timely payment, but are more vulnerable to the adverse effects of changes in circumstances than obligations carrying higher designations.

Issues rated B are regarded as having only speculative capacity for timely payment. The C rating is assigned to short-term debt obligations with a doubtful capacity for payment. Debt rated D is in payment default. The D rating category is used when interest payments or principal payments are not made on the date due, even if the applicable grace period has not expired, unless S&P believes such payments will be made during such grace period.

APPENDIX B

HENDERSON INVESTMENT MANAGEMENT LIMITED

PROXY POLICIES AND PROCEDURES

It is the intent of Henderson Investment Management Limited (HIML) to vote proxies in the best interests of the firms clients. HIML believes that in order to achieve long-term success, companies need not only to conceive and execute appropriate business strategies, but also to maintain high standards of corporate governance and corporate responsibility. We therefore expect companies to operate according to recognised national and international standards in these areas.

This policy sets out HIML's approach to corporate governance, corporate responsibility and proxy voting.

1. RESPONSIBILITIES

The Corporate Governance Manager at Henderson Global Investors, acting on behalf of HIML, is responsible for the implementation of the Proxy Voting Policies.

2. SERVICE PROVIDERS

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HIML has contracted ISS Europe Ltd. to provide policy development, research, advisory and voting disclosure services.

Proxy voting services are provided by BNP Paribas Securities Services plc, which provides a range of administrative services to Henderson. BNP Paribas Securities Services plc is provided with voting services by ISS.

3. VOTING GUIDELINES

HIML has adopted the Henderson Global Investors UK Responsible Investment policy, which can be found in Appendix A. This policy sets out how proxies will generally be voted at UK companies on certain matters. However, in individual circumstances, HIML may override a specific policy where it believes this to be in the best interests of the firm's clients.

HIML has adopted the Henderson Global Investors International Responsible Investment Policy, which can be found in Appendix B. This policy sets out how proxies will be voted for non-UK companies. More detailed information on the proxy voting policies which are applied to US companies can be found in Appendix C. The voting guidelines are derived from the ISS Global and US Proxy Voting Guidelines, which set out voting parameters on a wide range of issues under ordinary circumstances.

4. VOTING PROCEDURES

The procedure for casting proxy votes is as follows:

1. Custodians notify ISS of forthcoming company meetings and send proxy materials.

2. ISS notifies Henderson of meetings via its VoteX website.

3. For U.S. and non-U.K. securities, ISS provides voting recommendations based on HIML's Proxy Voting Policies.

4. For U.K. securities, HIML generally votes in accordance with the policies set forth in Appendix A hereto.

5. The Corporate Governance Manager (or his designee) consults with other corporate governance staff, fund managers and analysts as appropriate.

6. With respect to U.S. and other non-U.K. securities, the Corporate Governance Manager (or his designee) decides in conjunction with the relevant fund managers and analysts whether to accept or override the voting recommendations provided by ISS. With respect to U.K. securities, the Head of Corporate Engagement (or his designee) determines in conjunction with the relevant fund managers and analysts whether to vote in accordance with HIMLs UK voting guidelines as described in Appendix A hereto.

7. Voting instructions are sent to custodians via the VoteX website and executed by the custodians.

8. If at any time during implementation of the above procedures a conflict of interest is identified the matter will be referred to the HIML Proxy Committee via the Head of Compliance. In such circumstances the he Proxy Committee reviews the issue and directs ISS how to vote the proxies through the VoteX website and voting instructions are executed by the custodians.

5. SHARE BLOCKING

In a number of markets in which the funds invest, shares must be suspended from trading ('blocked') for a specified period before the Annual General Meeting if voting rights are to be exercised. Such restrictions may place constraints on portfolio managers that mean exercising proxy votes is not in clients' interest. In other markets casting proxy votes may involve costs that are disproportionate to any benefit gained. In markets where share blocking applies or additional costs are incurred that outweigh the potential benefits of voting, HIML will vote only in exceptional circumstances.

6. CONFLICTS OF INTEREST

For each director, officer and employee of HIML ("HIML person"), the interests of HIML's clients must come first, ahead of the interest of HIML and any person within the HIML organization, which includes HIML's affiliates.

Accordingly, each HIML person must not put "personal benefit", whether tangible or intangible, before the interests of clients of HIML or otherwise take advantage of the relationship to HIML's clients. "Personal benefit" includes any intended benefit for oneself or any other individual, company, group or

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organization of any kind whatsoever except a benefit for a client of HIML, as appropriate. It is imperative that each of HIML's directors, officers and employees avoid any situation that might compromise, or call into question, the exercise of fully independent judgment in the interests of HIML's clients.

Occasions may arise where a person or organization involved in the proxy voting process may have a conflict of interest. A conflict of interest may exist if HIML has a business relationship with (or is actively soliciting business from) either the company soliciting the proxy or a third party that has a material interest in the outcome of a proxy vote or that is actively lobbying for a particular outcome of a proxy vote. Any individual with knowledge of a conflict of interest relating to a particular referral item shall disclose that conflict to the Head of Compliance.

The following are examples of situations where a conflict may exist:

- Business Relationships - where HIML manages money for a company or an employee group, manages pension assets or is actively soliciting any such business, or leases office space from a company;
- Personal Relationships - where a HIML person has a personal relationship with other proponents of proxy proposals, participants in proxy contests, corporate directors, or candidates for directorships;
- Familial Relationships - where a HIML person has a known familial relationship relating to a company (e.g. a spouse or other relative who serves as a director of a public company or is employed by the company); and
- Fund Relationships - HIML may have a conflict because of a relationship to fund shares held in client accounts (e.g., an entity who receives fees from a fund is solicited by the fund to increase those fees).

It is the responsibility of each director, officer and employee of HIML to report any real or potential conflict of interest to the Head of Compliance who shall present any such information to the Proxy Committee. However, once a particular conflict has been reported to the Head of Compliance, this requirement shall be deemed satisfied with respect to all individuals with knowledge of such conflict. In addition, all HIML persons shall certify annually as to their compliance with this policy. A form of such certification is attached in Appendix D hereto.

7. PROXY COMMITTEE

The Proxy Committee shall have three members, the Head of Equities, the Corporate Governance Manager and the Head of Compliance (or their respective designees). Proxy Committee meetings may be called by any member of the Proxy Committee and shall be called whenever a conflict of interest is identified.

Two members of the Proxy Committee shall constitute a quorum and the Proxy Committee shall act by a majority vote. The members the Proxy Committee shall be chose a chair of the Proxy Committee. The Proxy Committee shall keep minutes of its meetings that shall be kept with the other corporate records of HIML.

The Proxy Committee will review each item referred to it to determine if a conflict of interest exists and will produce a Conflicts Report for each referred item that (1) describes any conflict of interest; (2) discusses the procedures used to address such conflict of interest; and (3) based on confirmations from the relevant portfolio managers discloses any contacts from parties outside HIML (other than routine communications from proxy solicitors) with respect to the referral item not otherwise reported in an portfolio manager's recommendation. The Conflicts Report will also include written confirmation that any recommendation from an investment professional provided under circumstances where a conflict of interest exists was made solely on the investment merits and without regard to any other consideration.

The Proxy Committee will review the issue and direct ISS as to how to vote the proxies.

APPENDIX A

UK RESPONSIBLE INVESTMENT POLICY

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MONITORING AND TAKING ACTION ON FINANCIAL PERFORMANCE, CORPORATE GOVERNANCE AND CORPORATE RESPONSIBILITY

1. PURPOSE AND SCOPE

Henderson Global Investors' Responsible Investment Policy sets out how we discharge our responsibility towards our clients by protecting and enhancing shareholder value in the companies in which we invest on clients' behalf through our work on corporate governance (CG) and corporate responsibility (CR).

We believe that in order to achieve long-term success, companies need not only to conceive and execute appropriate business strategies, but also to maintain high standards of corporate governance and corporate responsibility. We therefore expect companies to operate according to recognised national and international standards in these areas. Henderson is a founding signatory of The Principles for Responsible Investment (PRI)(1)

This policy also sets out how Henderson implements the UK Institutional Shareholders' Committee's Statement of Principles on the Responsibilities of Institutional Shareholders and Agents(2). It applies to all the companies in which we invest in the UK.

2. CORPORATE GOVERNANCE

The purpose of our corporate governance work is to seek to ensure that the boards of the companies in which we invest perform to high standards and are accountable to shareholders. The composition and structure of boards, and the processes by which boards operate, need to be carefully planned and managed to this end.

HENDERSON EXPECTS UK COMPANIES TO COMPLY WITH THE COMBINED CODE(3), INCLUDING THE TURNBULL GUIDANCE ON INTERNAL CONTROL, OR TO PROVIDE ADEQUATE EXPLANATION OF AREAS IN WHICH THEY FAIL TO COMPLY. OUR CORPORATE GOVERNANCE WORK IS ALSO GUIDED BY BEST PRACTICE GUIDELINES DEVELOPED BY INDUSTRY BODIES SUCH AS THE ASSOCIATION OF BRITISH INSURERS, THE ASSOCIATION OF INVESTMENT COMPANIES(4) AND THE NATIONAL ASSOCIATION OF PENSION FUNDS.

While we prefer that companies adhere to the principles and provisions of the Combined Code and best practice, we recognise that a different approach may be justified in particular circumstances. We evaluate each deviation on its own merits. In such cases, the onus is on the company to provide us with sufficient information to enable us to take an informed view. Where adequate explanation is provided, we will support the board.

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(1) www.unpri.org

(2) www.napf.co.uk/Publications/Downloads/PolicyPapers/SectionI/2005/ISC_Statement_of_Principles.pdf

(3) www.frc.org.uk/corporate/combinedcode.cfm

(4) www.aitc.co.uk/technical/guidesdirectors.asp

However, WHERE WE JUDGE THAT INSUFFICIENT ASSURANCE HAS BEEN GIVEN THAT THE ARRANGEMENTS ADOPTED ARE IN THE BEST INTERESTS OF SHAREHOLDERS, WE WILL NOT SUPPORT THE BOARD.

Henderson holds shares in many small companies, including companies listed on the Alternative Investment Market (AIM), where the Combined Code does not apply. We consider that the main principles of good corporate governance embodied in the Code are applicable to listed companies of all sizes and stages of development. However, we recognise that some of the more detailed provisions of the Code will not be appropriate. The onus is on smaller companies to explain their governance arrangements in relation to their size and stage of development. We support the work of the Quoted Companies Alliance(5) (QCA) in setting out guidelines for smaller quoted companies and AIM companies.

The paragraphs below amplify and clarify certain aspects of Henderson's approach to a company's corporate governance.

2.1 GOVERNANCE REPORTING

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Governance reporting has expanded exponentially in recent years. However, the increasing quantity of reporting has in many cases not been matched by better quality, with many companies indulging in 'boiler-plate' disclosure. WE ATTACH GREAT VALUE TO THE QUALITY OF GOVERNANCE REPORTING, WHICH FORMS AN IMPORTANT PART OF OUR ASSESSMENT OF COMPANIES. Reporting should explain clearly how the company's particular corporate governance arrangements and structure help it to develop and execute its strategy successfully.

2.2 BOARD COMPOSITION

The Board should be formed of a suitable balance and quality of executive and non-executive directors to enable it to execute strategic control of the company's affairs to maximise long term shareholder value. To this end, it is important that the Board has a sufficient contingent of independent non-executive directors to maintain appropriate oversight on shareholders' behalf.

WHERE WE JUDGE THAT THE OVERALL COMPOSITION OF THE BOARD DOES NOT PROVIDE A SUFFICIENT CONTINGENT OF INDEPENDENT NON-EXECUTIVE DIRECTORS TO ENSURE THAT EXECUTIVE MANAGEMENT CAN BE HELD PROPERLY TO ACCOUNT, WE WILL VOTE AGAINST THE APPOINTMENT OF NEW NON-INDEPENDENT NON-EXECUTIVE DIRECTORS.

2.3 ROLES OF CHAIRMAN AND CHIEF EXECUTIVE

In order to prevent the concentration of power in the hands of one person, WE DO NOT FAVOUR THE COMBINATION OF THE ROLES OF CHAIRMAN AND CHIEF EXECUTIVE. However, we recognise that in some very limited circumstances, the combination of these roles may

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(5) www.qcanet.co.uk/guidance_booklets.asp

be justified. Such circumstances may include where the chief executive has resigned and the chairman temporarily holds the chief executive role until a suitable replacement is found. Where a company believes its particular circumstances warrant the combination of these roles, we expect prior disclosure and explanation of the circumstances.

WE DO NOT FAVOUR CHIEF EXECUTIVES OR OTHER EXECUTIVE DIRECTORS GOING ON TO BECOME CHAIRMAN OF THE SAME COMPANY. EXCEPTIONALLY, WE MAY SUPPORT SUCH A MOVE BASED UPON A COMPANY'S UNIQUE CIRCUMSTANCES. IN SUCH A SITUATION MAJOR SHAREHOLDERS SHOULD BE CONSULTED IN ADVANCE AND ADEQUATE JUSTIFICATION MUST BE PROVIDED.

2.4 DEFINITION OF INDEPENDENCE

When assessing the independence of a non-executive director, we will consider whether there are relationships or circumstances which are likely to affect, or could appear to affect, the director's judgement. These include where the director:

- has been an employee of the company or group within the last five years;
- has, or has had within the last three years, a material business relationship with the company either directly, or as a partner, shareholder, director or senior employee of a body that has such a relationship with the company;
- has received or receives additional remuneration from the company apart from a director's fee, participates in the company's share option or a performance-related pay scheme, or is a member of the company's pension scheme;
- has close family ties with any of the company's advisers, directors or senior employees;
- holds cross-directorships or has significant links with other directors through involvement in other companies or bodies;
- represents a significant shareholder; or
- has served on the board for more than nine years from the date of their first election.

Where a company maintains that a non-executive director is independent despite the presence of the above relationships or circumstances, the

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onus is on the board to provide evidence to support the claim. Henderson will exercise judgement in assessing independence in each individual case. In particular, we do not consider that board tenure of more than nine years in itself necessarily compromises independence with the resultant implications for membership of board committees. Where appropriate, we will have regard to the non-executive director's performance on the board and committees in determining whether the director exercises independent judgement in relation to the company.

2.5 APPOINTMENT AND RE-ELECTION OF DIRECTORS

The appointment of any director to the board should be the result of a formal, rigorous and transparent procedure led by the Nomination Committee. The Nomination

Committee should assure itself and the shareholders that the proposed director is able to devote sufficient time to the role. Where appropriate, we also have regard to the director's performance record at other companies.

WE WILL SUPPORT THE ELECTION OF DIRECTORS WHO ARE ABLE TO CONTRIBUTE TO THE PRESERVATION AND ENHANCEMENT OF SHAREHOLDER VALUE.

When a director comes up for re-election, we will take account of their past performance on the board.

2.5.1. NON-EXECUTIVE DIRECTORS

Our voting decision on the appointment or re-appointment of non-executive directors is also affected by factors which do not apply to executive directors. This is because of the monitoring duties that non-executive directors in particular are required to perform in order to protect shareholders' interests.

When determining how to vote on the election of a non-executive director, in addition to the points stated in paragraph 2.4, we take into consideration the proportion of independent non-executive directors on the board and the suitability of the non-executive director to fulfil any committee duties.

The fact that companies are required to have separate board committees does not, in our view, detract from the responsibility of the board as a whole for decisions or duties within the remit of the board committee. WHERE WE HAVE OVER A PERIOD EXPRESSED CONCERN TO THE COMPANY ABOUT THE PERFORMANCE OF A PARTICULAR COMMITTEE AND SUCH CONCERNS HAVE NOT BEEN RESOLVED TO OUR SATISFACTION, WE MAY WITHHOLD SUPPORT FROM ANY MEMBER OF THE BOARD, IRRESPECTIVE OF THEIR MEMBERSHIP OF THE PARTICULAR COMMITTEE, AS WE CONSIDER APPROPRIATE.

2.6 SUCCESSION PLANNING

WE EXPECT THE BOARD TO MAKE ADEQUATE ARRANGEMENTS FOR SUCCESSION PLANNING. This process should be led by the Nomination Committee. Details of appointment procedures for directors and succession planning arrangements should be disclosed to shareholders.

2.7 RELATIONSHIP WITH AUDITORS

It is of the utmost importance that auditors remain independent from the company. The company should disclose the scale of non-audit fees paid to the audit firm, the nature of the work involved, and the procedure for awarding such contracts.

When considering whether to approve the appointment of auditors and their remuneration, the significant driver is the independence of the audit process. THE AUDIT

COMMITTEE, CONSISTING SOLELY OF INDEPENDENT NON-EXECUTIVE DIRECTORS, NOT THE EXECUTIVES OR CHAIRMAN, SHOULD BE SEEN TO LEAD THE RELATIONSHIP OF THE COMPANY WITH THE AUDITORS.

The fees generated from the provision of non-audit services should not be of such magnitude as to appear to impair the auditors' objectivity. Where non-audit fees are substantial relative to the audit fee it is up to the audit committee to justify why this expenditure is in

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shareholders' interests.

2.8. REMUNERATION

THE QUALITY OF A COMPANY'S REMUNERATION POLICY AND PRACTICES CAN BE SEEN AS A LITMUS TEST OF GOOD CORPORATE GOVERNANCE.

Henderson believes that executives should be fairly rewarded for the contribution they make to the maximisation of long-term shareholder value. A fully independent Remuneration Committee has a critical role to play in determining a company's remuneration policy and practices. Remuneration Committees should ensure that executive remuneration packages are structured in a manner which reflects the achievement of corporate objectives and limits the possibility of 'rewards for failure'.

We also attach importance to the Combined Code's principle on remuneration, namely that:

THE REMUNERATION COMMITTEE SHOULD JUDGE WHERE TO POSITION THEIR COMPANY RELATIVE TO OTHER COMPANIES. BUT THEY SHOULD USE SUCH COMPARISONS WITH CAUTION, IN VIEW OF THE RISK OF AN UPWARD RATCHET OF REMUNERATION LEVELS WITH NO CORRESPONDING IMPROVEMENT IN PERFORMANCE. THEY SHOULD ALSO BE SENSITIVE TO PAY AND EMPLOYMENT CONDITIONS ELSEWHERE IN THE GROUP, ESPECIALLY WHEN DETERMINING ANNUAL SALARY INCREASES.

Companies should seek to develop remuneration arrangements specific to the company and clearly aligned with business strategy and objectives, eg by using the most appropriate performance measures, rather than simply adopting 'off-the-peg' policies.

2.8.1 SERVICE CONTRACTS

HENDERSON DOES NOT APPROVE OF ROLLING SERVICE CONTRACTS TERMINABLE ON MORE THAN ONE YEAR'S NOTICE. This does not preclude companies, where necessary, from offering newly recruited directors longer-term contracts which subsequently reduce to one year rolling contracts after a specified period. However, companies should not offer longer-term contracts to new directors as a matter of course. Where a company offers a new director a contract along these lines, an explanation of its necessity should be included in the report and accounts.

WE DO NOT APPROVE OF REMUNERATION POLICIES THAT ALLOW ENHANCED NOTICE PERIODS OR COMPENSATION ON A CHANGE OF CONTROL OF THE COMPANY.

IT IS NOT APPROPRIATE FOR EXECUTIVE DIRECTORS TO RECEIVE COMPENSATION WHEN THEIR SERVICE CONTRACTS ARE AMENDED TO BRING THEM INTO LINE WITH BEST PRACTICE.

2.8.2. REMUNERATION REPORT

The Directors' Remuneration Report Regulations 2002 (Remuneration Regulations) provide shareholders with a platform to signal their view of a company's remuneration policy and practices to the Board. We expect remuneration reports to meet the disclosure requirements of the Remuneration Regulations. Companies should fully disclose all information that shareholders need to take an informed view of the remuneration policy, arrangements and practices.

Henderson assesses whether the remuneration policy and practices disclosed in the remuneration report meet best practice guidelines as prescribed in the Combined Code, the ABI Guidelines on Executive Remuneration and the ABI/NAPF Best Practice on Executive Contracts and Severance(6). Henderson also assesses whether the disclosed policy and practices sufficiently link executive rewards to the preservation and enhancement of shareholder value.

While it is not possible to list all the factors that may cause us not to support a company's remuneration report, the factors that would cause concern include:

- disclosure below the requirements of the Remuneration Regulations;
- executive director service contracts terminable on more than one year's notice.
- compensation on termination in excess of one year's remuneration;

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- notice period or compensation in excess of one year on a change of control of the company;
- payment of compensation to executives when their service contracts are amended to bring them into line with best practice;
- salary increases or increased maximum bonus opportunities which are not linked to productivity improvement or increased responsibilities. The inappropriate use of comparator data to justify increases is to be discouraged;
- ex-gratia payments for past performance;
- payment of transaction bonuses where the benefit to shareholders has not accrued or is not evident;
- the exercise of discretion by the Remuneration Committee to permit payment or awards beyond the scope of the company's disclosed remuneration policy without prior shareholder consultation. The exercise of such discretion must involve some demonstrable benefit to shareholders;
- non-disclosure or insufficient information on the maximum individual rewards obtainable under performance-related remuneration schemes;

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(6) www.ivis.co.uk/pages/framegu.html

- amendments to material terms of performance-related remuneration without appropriate shareholder consultation or explanation. These include increases in maximum bonus potential or variations in performance targets which increase the likelihood of awards vesting;
- repricing or exchange of underwater stock options;
- terms and structure of incentive schemes not in line with best practice;
- retesting of performance conditions not in line with ABI guidelines; and
- dilution limits not in line with ABI guidelines
- incomplete disclosure of performance metrics, including all those applying to annual bonuses.

2.8.3. INCENTIVE SCHEMES

We will support incentive schemes which genuinely incentivise executives to pursue strategies which will increase long-term shareholder value and which align the interests of executives and shareholders. We expect incentive schemes to incorporate demanding performance targets which are aligned with business strategy and objectives and provide the highest rewards only for the highest performance

While it is the board's responsibility, on the advice of the Remuneration Committee, to devise incentive schemes which drive a company's performance, HENDERSON HAS A PREFERENCE FOR SCHEMES WHICH AWARD CONDITIONAL SHARES BASED ON THE ATTAINMENT OF PERFORMANCE TARGETS. WE ALSO PREFER PERFORMANCE TARGETS BASED ON A COMPANY'S TOTAL SHAREHOLDER RETURN RELATIVE TO AN APPROPRIATE INDEX OR PEER GROUP. Where a total shareholder return performance measure is adopted, the Remuneration Committee should ensure that there has been an improvement in the company's underlying performance, by incorporating an appropriate financial measure underpin.

Henderson considers that real alignment between the interests of shareholders and executives is achieved when executives hold shares in the company. WE EXPECT COMPANIES TO INTRODUCE MEANINGFUL SHAREHOLDING GUIDELINES WHICH REQUIRE EXECUTIVES TO HOLD SHARES IN THE COMPANY EITHER THROUGH SHARE PURCHASES OR THE RETENTION OF SHARES ACQUIRED THROUGH SHARE INCENTIVE SCHEMES UNTIL A STATED LEVEL OF SHAREHOLDING IS ACHIEVED.

Henderson will assess whether the structure of the incentive scheme

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accords with current market and best practice, having regard to the principles of the ABI GUIDELINES ON EXECUTIVE REMUNERATION. While all aspects of the ABI Guidelines are important, we wish to draw attention to the following points in particular:

- o share incentive scheme proposals should as far as possible be designed to be specific to an individual company's requirements and strategic outcomes.

- o full details of incentive scheme proposals and their cost implications should be disclosed. Henderson will not be able to approve proposals whose operation or implications are unclear.

- o proposed incentive schemes should form part of a well-considered remuneration package. The level of potential benefits should not be excessive and should be scaled relative to performance.

- o the maximum annual limit on individual participation should be disclosed. Participation limits should be expressed as a percentage of salary. In setting this limit, remuneration committees should have regard to best practice and market norms. Awards higher than the market norm should be subject to more demanding performance conditions.

- o when determining the level of share incentive awards in any year, it may be appropriate for remuneration committees to take account of the company's performance (whether financial or operational) in the period preceding grant. This may be a more appropriate basis for determining award levels, within the limit approved by shareholders, rather than one based solely on peer group comparisons.

- o share incentive awards and option grants should be phased, generally on an annual basis, rather than awarded in block grants.

- o we are extremely reluctant to approve share-based remuneration with no forward-looking performance conditions even where companies have substantial US operations.

- o to ensure that executive rewards are based on genuine and sustained performance, it may be appropriate to set performance targets at a premium to depressed base levels. This would also avoid windfall rewards based not on genuine performance but on depressed share price or other financial results at the time of grant.

- o performance periods should be at least three years. We strongly encourage longer performance periods, in order to motivate the achievement of sustained performance.

- o re-testing of performance conditions is not appropriate for the majority of schemes, particularly where the Company has adopted a policy of making awards on an annual basis. A proposal to permit retesting under new schemes would only be supported in exceptional circumstances. The Board must also commit to a regular review of the retesting provision with a view to removing it when conditions permit. Re-testing is not acceptable for conditional share awards and similar nil-priced option schemes.

- o there should be no automatic waiver of performance conditions on a change of control. The underlying financial performance of a company that is subject to a change of control should be a key determinant of what share-based awards, if any, should vest for participants.

- o share incentive awards should vest on a pro-rata basis, taking into account the vesting period that has elapsed at the time of the change of control.

2.8.4 CHAIRMAN'S AND NON-EXECUTIVE DIRECTORS' REMUNERATION

The chairman and non-executive directors should be appropriately rewarded for their contribution but this should be made available in cash or in shares bought or allocated at market price.

WE DO NOT SUPPORT THE AWARD OF SHARE INCENTIVES (OR OTHER INCENTIVES

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GEARED TO THE SHARE PRICE) TO THE CHAIRMAN AND NON-EXECUTIVE DIRECTORS. THIS IS BECAUSE SUCH AWARDS COULD COMPROMISE INDEPENDENCE, ENCOURAGE SHORT-TERM FOCUS AND ALIGN INTERESTS WITH THOSE OF EXECUTIVES RATHER THAN SHAREHOLDERS.

A proposal to award share incentives should be based on exceptional circumstances with the onus on the company to explain why the proposed arrangement is appropriate. Where it is necessary to offer share incentives, our preference is for a one-off grant, with the award in conditional shares as opposed to share options, to be retained during the directors' tenure. Companies should consult with shareholders prior to the grant of such awards.

A NON-EXECUTIVE DIRECTOR WHO IS AWARDED SHARE INCENTIVES WOULD NOT BE CONSIDERED TO BE INDEPENDENT. SUCH DIRECTORS SHOULD NOT BE MEMBERS OF THE AUDIT OR REMUNERATION COMMITTEE.

2.9. INVESTMENT TRUSTS

Boards of investment trusts should ensure that the interests of the shareholders (who are also the customers of the investment trust) are paramount when considering all aspects of the operation of the investment trust. Henderson expects Investment Trust companies to comply with the AIC Code of corporate governance or to provide adequate explanation of areas in which they fail to comply. In particular, the Board should be sufficiently independent of the manager so that it is able to assess, objectively, the performance of the fund manager. Specifically:

- a majority of the board, including the chairman, should be independent of the manager. In addition, directors who serve on more than one board managed by the same manager will not be regarded as independent;
- no more than one current or recent employee of the manager should serve on a board. Such employee directors should stand for re-election annually. This provision does not apply to self-managed companies; and
- no employee of the manager or executive of a self-managed company or ex-employee within the last five years should serve as chairman.

2.10. TAKE-OVERS AND MERGERS

Our voting decisions on proposed take-overs and mergers are based primarily on our analysts' and fund managers' view on the alignment between the proposal and shareholders' interests. If there were a corporate governance dimension to the proposal, our decision-making process would take this into account.

3. CORPORATE RESPONSIBILITY

3.1 DEFINITION

Henderson believes that good management of a range of responsibilities towards different stakeholders contributes to business success and long-term shareholder value. This embraces:

- economic responsibilities to shareholders, and fair and legal behaviour towards consumers, suppliers and competitors;
- responsibilities to minimise and manage environmental impacts;
- responsibilities towards employees; and
- responsibilities to the wider community.

3.2 CORPORATE RESPONSIBILITY STANDARDS

There are at present no standards for the broad range of CR issues that are universally recognised by companies and investors in the same way as the Combined Code for corporate governance in the UK or its statutory or market-based equivalents in other countries. Nonetheless, there is a body of international agreements amongst governments that provide a clear framework from which more specific expectations of

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business behaviour can be derived. Some of these, such as the Universal Declaration of Human Rights and International Labour Organisation conventions, have the force of international law. Others are voluntary but have substantial moral force. The OECD Guidelines for Multinational Enterprises, for example, have been agreed by governments, trades unions and civil society representatives.

HENDERSON EXPECTS ALL COMPANIES IN WHICH IT INVESTS TO ADOPT STANDARDS, POLICIES AND MANAGEMENT PROCESSES COVERING THE CORPORATE RESPONSIBILITY ISSUES AFFECTING THEM. THESE SHOULD BE BASED WHEREVER POSSIBLE ON INTERNATIONALLY RECOGNISED INSTRUMENTS SUCH AS THE UN GLOBAL COMPACT,(7) THE UN UNIVERSAL DECLARATION OF HUMAN RIGHTS AND THE RELATED COVENANTS AND CONVENTIONS(8); INTERNATIONAL LABOUR ORGANISATION CONVENTIONS ON LABOUR STANDARDS(9); AND THE OECD GUIDELINES FOR MULTINATIONAL ENTERPRISES(10).

The Draft Norms on Responsibilities of Transnational Corporations and Other Business Enterprises with Regard to Human Rights(11), developed by the UN Commission on Human Rights, also provide a useful broad framework.

3.3 DISCLOSURE ON CORPORATE RESPONSIBILITY

3.3.1 ANNUAL REPORT: ABI DISCLOSURE GUIDELINES ON SOCIAL RESPONSIBILITY

HENDERSON EXPECTS UK COMPANIES TO COMPLY WITH THE ABI DISCLOSURE GUIDELINES ON SOCIAL RESPONSIBILITY.

Therefore, with regard to the board, we expect the company to state in its annual report whether:

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(7) www.unglobalcompact.org

(8) www.unhchr.ch/html/intlinst.htm

(9) www.ilo.org/public/english/standards/norm/index.htm

(10) www.oecd.org/pdf/M000015000/M00015419.pdf

(11) www1.umn.edu/humanrts/links/NormsApril2003.html

- The Board takes regular account of the significance of social, environmental and ethical (SEE) matters to the business of the company.

- The Board has identified and assessed the significant risks to the company's short and long term value arising from SEE matters, as well as the opportunities to enhance value that may arise from an appropriate response.

- The Board has received adequate information to make this assessment and that account is taken of SEE matters in the training of directors.

- The Board has ensured that the company has in place effective systems for managing significant risks, which, where relevant, incorporate performance management systems and appropriate remuneration incentives.

With regard to policies, procedures and verification, the annual report should:

- Include information on SEE-related risks and opportunities that may significantly affect the company's short and long term value, and how they might impact on the business.

- Describe the company's policies and procedures for managing risks to short and long term value arising from SEE matters. If the annual report and accounts states that the company has no such policies and procedures, the Board should provide reasons for their absence.

- Include information about the extent to which the company has complied with its policies and procedures for managing risks arising from SEE matters.

- Describe the procedures for verification of SEE disclosures. The verification procedure should be such as to achieve a reasonable level of credibility.

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Where we judge that a company has not disclosed sufficient information on SEE issues, we may vote against the report and accounts.

3.3.2 ADDITIONAL DISCLOSURES: GLOBAL REPORTING INITIATIVE

Henderson wishes to gain as full an understanding as possible of the social, environmental and ethical issues facing a company; its approach to dealing with those issues; its historical performance in implementing its policies; its strategy and targets for the coming period; and its capability in relation to the issues.

SEE disclosure in the annual report will inevitably be relatively concise. In the case of many if not most companies it will be of great value to Henderson for fuller information to be provided in free-standing reports. Fuller reporting will also enable other stakeholders with a legitimate interest in the company to make an informed assessment of how the company is discharging its responsibilities towards them.

As noted above, it is important that information should wherever possible be comparable with that disclosed by other companies, particularly peers in a sector, in order to be of greatest value to us. In the UK there are at present no legally binding SEE disclosure standards or indeed universally accepted voluntary standards. Nonetheless, the voluntary standards produced by a number of bodies command considerable legitimacy.

Henderson believes the Global Reporting Initiative (GRI) is the leading global standard for voluntary CR reporting.(12) It has the support of a wide range of companies, non-governmental organisations, international agencies and national governments. The GRI approach is similar to that of the UK Combined Code in that it sets out a range of issues and reporting indicators and asks companies to 'comply or explain', making their own judgements as to the relevance of individual issues. Companies can thus adapt the approach to their own particular circumstances. Moreover, Henderson views a willingness to benchmark performance in this way and to take part in such a broadly based transparency initiative as itself an indicator of CR. Nonetheless, we recognise that full GRI reporting is complex and that companies will need to develop their reporting capacity over time. Companies will also need to ensure consistency between any legal requirements for CR reporting and disclosure based on GRI.

HENDERSON COMMENDS THE GLOBAL REPORTING INITIATIVE GUIDELINES AND ENCOURAGES COMPANIES TO WORK TOWARDS REPORTING IN FULL ACCORDANCE WITH THEM.

We also encourage companies to take part in sector and issue-specific disclosure initiatives, such as the Carbon Disclosure Project(13) and the framework set out in the Investor Statement on Pharmaceutical Companies and the Public Health Crisis in Emerging Markets.(14)

4. POLICY IMPLEMENTATION

4.1 ENGAGEMENT AND ANALYSIS

Henderson's fund managers, sector analysts, corporate responsibility personnel and corporate governance personnel maintain regular dialogue with companies. This dialogue allows us to monitor the development of companies' business, including areas such as overall strategy, business planning and delivery of objectives, capital structure, proposed acquisitions or disposals, corporate responsibility and corporate governance. Our analysis on corporate governance and corporate responsibility is fed into our overall investment process. Company analysis is shared on internal IT systems and frequent discussion takes place between governance and CR specialists and sector analysts and fund managers.

We also undertake and commission research focusing on specific themes and sectors.

We take an active approach to making our views clear to companies and seeking improvements where we believe there are shortcomings in performance, or a company has failed to apply appropriate standards, or to provide adequate disclosure. We will continue our dialogue with the company over an extended period if necessary.

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(12) www.globalreporting.org/guidelines/2002.asp

(13) www.cdproject.net

(14) www.henderson.com/sri

If we are unable to resolve the matter through this dialogue, we may work with other institutional investors to put our concerns to the company jointly. We also have the option of using the voting rights held on behalf of clients to impress upon management the need for change or ultimately to support a takeover.

4.2. VOTING

We exercise voting rights on behalf of clients at meetings of all UK companies in which we have a holding. We will not support board proposals which, in our view, are not in the best interests of shareholders. Where we have taken a decision not to support a company's proposals, it is our policy to inform the company of our intentions and the rationale for our decision prior to voting.

It is sometimes not possible to express disapproval of management action or policy by voting on a related resolution. In such cases, we may express our disapproval by not supporting the report and accounts. In such circumstances, we place particular emphasis on having a dialogue with the company to familiarise them with our reasons.

4.3 STOCK LENDING

Stock lending makes an important contribution to market liquidity, and also provides additional investment returns for our clients. However, stock lending also has important implications for corporate governance policy as voting rights are transferred with any stock that is lent. We maintain the right to recall lent stock for voting purposes.

5. SYSTEMS AND PROCEDURES

5.1. RESPONSIBLE INVESTMENT COMMITTEE

Henderson has a standing Responsible Investment Committee which ensures that corporate governance, corporate responsibility and investment issues are considered in an integrated manner. The Committee is composed of representatives of the various fund management teams within Henderson, corporate responsibility personnel and corporate governance personnel.

5.2. RESPONSIBILITIES

Day-to-day responsibility for voting decisions lies with the Corporate Governance Manager, under the supervision of the Director of Company and Broker Relationships. Voting decisions are made in close consultation with fund managers and analysts. If agreement cannot be reached by staff at this level, a decision is made by the Head of Equities. In these circumstances the rationale for the decision is recorded in writing.

5.3. PROXY ADVISORY AND CORPORATE RESPONSIBILITY RESEARCH SERVICES

To assist us in assessing the corporate governance of investee companies we subscribe to RREV (a corporate governance adviser which is a joint venture between the NAPF and Institutional Shareholder Services - ISS). Our voting decisions are implemented electronically via the ISS Votex system.

To assist us in assessing companies' management of corporate responsibility issues we purchase research from Innovest Strategic Value Advisors.

5.4. CONFLICTS OF INTEREST

Henderson acknowledges that conflicts of interest may arise in the context of our corporate governance and corporate responsibility work. For example, we may have serious concerns about a company whose pension scheme is a client.

Where a conflict of interest arises, the matter will be referred to the

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Head of Equities by the Director of Company and Broker Relationships. The Head of Equities will convene a group comprising the Director of Company and Broker Relationships and other members of staff as appropriate. The Head of Equities will make our final engagement and voting decisions, ensuring that they best serve the interests of our clients as a whole. These decisions and the rationale for reaching them will be documented and will be available to clients.

5.4.1. CONFLICTS OF INTERESTS IN RELATION TO HENDERSON GROUP

When evaluating corporate governance and voting issues in relation to Henderson Group, our parent company, the overriding principle is the fiduciary duty we owe to our clients. In order to ensure protection of our clients' interests, our policy will apply in the same way to Henderson Group as to all other companies.

5.5. AUDIT TRAIL AND REPORTING

We keep electronic records of all our engagement, voting and other corporate governance activities

- Notes of meetings and other substantive contacts on corporate governance and corporate responsibility issues are logged on internal systems.

- Notes on the rationale for voting decisions are logged on internal systems.

These systems are used as the basis for our reporting to clients.

5.6 EVALUATION OF EFFECTIVENESS

We keep our CG and CR work under constant review to evaluate its effectiveness in influencing companies and generating analysis of value to our investment decision-making.

5.7 PUBLIC DISCLOSURE

We publish information on our voting record on our website at www.henderson.com/home/uk/governance/voting_reports.asp. Information on our engagement work and our analysis of specific CG and CR issues is also available on our website.

For further information on Henderson's responsible investment work, please contact Antony Marsden, Corporate Governance Manager, antony.marsden@henderson.com.

Henderson Global Investors is the name under which Henderson Global Investors Limited, Henderson Fund Management plc, Henderson Administration Limited, Henderson Investment Funds Limited, Henderson Investment Management Limited and Henderson Alternative Investment Advisor Limited (each authorised and regulated by the Financial Services Authority and of 4 Broadgate, London EC2M 2DA) provide investment products and services.

APPENDIX B

INTERNATIONAL RESPONSIBLE INVESTMENT POLICY

Monitoring and taking action on financial performance, corporate governance and corporate responsibility

PROXY VOTING POLICIES AND PROCEDURES

A. PRINCIPLES(15)

1. BACKGROUND

Henderson Global Investors believes that in order to achieve long-term success, companies need not only to conceive and execute appropriate business strategies, but also to maintain high standards of corporate governance and corporate responsibility. We therefore expect companies to operate according to recognised national and international standards in these areas.

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This policy sets out Henderson's approach to corporate governance, corporate responsibility and proxy voting for non-UK companies.

2. CORPORATE OBJECTIVE

The overriding objective of the company should be to optimize over time the returns to its shareholders. Where other considerations affect this objective, they should be clearly stated and disclosed. To achieve this objective, the company should endeavour to ensure the long-term viability of its business, and to manage effectively its relationships with stakeholders

3. DISCLOSURE AND TRANSPARENCY

Companies should disclose accurate, adequate and timely information, in particular meeting market guidelines where they exist, so as to allow investors to make informed decisions about the acquisition, ownership obligations and rights, and sale of shares. Clear and comprehensive information on directors, corporate governance arrangements and the company's management of corporate responsibility issues should be provided.(16)

4. BOARDS OF DIRECTORS

Henderson recognises the plurality of corporate governance models across different markets and does not advocate any one form of board structure. However, for any corporate board there are certain key functions which apply:

1. Reviewing and guiding corporate strategy, major plans of action, risk policy, annual budgets and business plans; setting performance objectives; monitoring implementation and corporate performance; and overseeing major capital expenditures, acquisitions and divestitures.

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(15) These Principles are based on the Organisation for Economic Co-operation and Development (OECD) Corporate Governance Principles and those of the International Corporate Governance Network (ICGN).

(16) For further discussion of corporate responsibility see section 9.

2. Monitoring the effectiveness of the company's governance practices and making changes as needed.

3. Selecting, compensating, monitoring and, where necessary, replacing key executives and overseeing succession planning.

4. Aligning key executive and board remuneration with the longer term interests of the company and its shareholders.

5. Ensuring a formal and transparent board nomination and election process.

6. Monitoring and managing potential conflicts of interest of management, board members and shareholders, including misuse of corporate assets and abuse in related party transactions.

7. Ensuring the integrity of the corporation's accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards.

8. Overseeing the process of disclosure and communications.

The board of directors, or supervisory board, as an entity, and each of its members, as an individual, is a fiduciary for all shareholders, and should be accountable to the shareholder body as a whole. Each member should stand for election on a regular basis.

Boards should include a sufficient number of independent non-executive members with appropriate skills, experience and knowledge. Responsibilities should include monitoring and contributing effectively to the strategy and performance of management, staffing key committees of the board, and influencing the conduct of the board as a whole.

Audit, remuneration and nomination/succession committees should be established. These should be composed wholly or predominantly of independent non-executives. Companies should disclose the terms of reference of these committees and give an account to shareholders in the annual report of how their responsibilities have been discharged. The chairmen and members of these committees should be

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appointed by the board as a whole according to a transparent procedure.

5. SHAREHOLDER RIGHTS

All shareholders should be treated equitably. Companies' ordinary shares should provide one vote for each share, and companies should act to ensure the owners' rights to vote.

Major strategic modifications to the core business(es) of a company should not be made without prior shareholder approval. Equally, major corporate changes which in substance or effect materially dilute the equity or erode the economic interests or share ownership rights of existing shareholders should not be made without prior shareholder approval of the proposed change. Such changes include modifications to articles or bylaws, the implementation of shareholder rights plans or so called "poison pills", and the equity component of compensation schemes.

Shareholders should be given sufficient information about all proposals, sufficiently early, to allow them to make an informed judgment and exercise their voting rights. Each proposal

should be presented separately to shareholders - multiple proposals should not be combined in the same resolution.

6. AUDIT AND INTERNAL CONTROL

Company boards should maintain robust structures and processes to ensure sound internal controls and to oversee all aspects of relationships with external auditors. The Audit Committee should ensure that the company gives a balanced and clear presentation of its financial position and prospects, and clearly explains its accounting principles and policies. Audit Committee members should have appropriate levels of financial expertise, in accordance with prevailing legislation or best practice. The Audit Committee should ensure that the independence of the external auditors is not compromised by conflicts of interest (arising, for example, from the award of non-audit consultancy assignments).

7. REMUNERATION

Remuneration of executive directors and key executives should be aligned with the interests of shareholders. Performance criteria attached to share-based remuneration should be demanding and should not reward performance that is not clearly superior to that of a group of comparable companies that is appropriately selected in sector, geographical and index terms. Requirements on directors and senior executives to acquire and retain shareholdings in the company that are meaningful in the context of their cash remuneration are also appropriate.

The design of senior executives' contracts should not commit companies to 'payment for failure'. Boards should pay attention to minimising this risk when drawing up contracts and to resist pressure to concede excessively generous severance conditions.

Companies should disclose in each annual report or proxy statement the board's policies on remuneration - and, preferably, the remuneration of individual board members and top executives, as well as the composition of that remuneration - so that investors can judge whether corporate pay policies and practices are appropriately designed.

Broad-based employee share ownership plans or other profit-sharing programmes are effective market mechanisms that promote employee participation.

8. CORPORATE RESPONSIBILITY

8.1 Definition

Henderson believes that good management of a range of responsibilities that companies have towards different stakeholders contributes to business success and long-term shareholder value. This embraces:

- economic responsibilities to shareholders and to behave fairly and legally in the marketplace, towards consumers, suppliers and competitors;
- responsibilities to minimise and manage environmental impacts;
- responsibilities towards employees; and
- responsibilities to the wider community.

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8.2 Corporate responsibility standards

Companies should adopt standards, policies and management processes covering the corporate responsibility issues affecting them. These should be based wherever possible on internationally recognised instruments such as the UN Global Compact,(17) the UN Universal Declaration of Human Rights and the related covenants and conventions(18); International Labour Organisation conventions on labour standards(19); the OECD Guidelines for Multinational Enterprises(20).

The Draft Norms on Responsibilities of Transnational Corporations and Other Business Enterprises with Regard to Human Rights(21), developed by the UN Commission on Human Rights, also provide a useful broad framework.

8.3 Disclosure on corporate responsibility

8.3.1 Annual Report

COMPANIES SHOULD DISCLOSE IN THEIR ANNUAL REPORT HOW THEY ARE MANAGING KEY RISKS AND OPPORTUNITIES LINKED TO SOCIAL, ENVIRONMENTAL AND ETHICAL ISSUES.

8.3.2 ADDITIONAL DISCLOSURES: GLOBAL REPORTING INITIATIVE

Henderson wishes to gain as full an understanding as possible of the social, environmental and ethical issues facing a company; its approach to dealing with those issues; its historical performance in implementing its policies; its strategy and targets for the coming period; and its capability in relation to the issues.

HENDERSON BELIEVES THE GLOBAL REPORTING INITIATIVE (GRI) IS THE LEADING GLOBAL STANDARD FOR VOLUNTARY CORPORATE RESPONSIBILITY REPORTING.(22) IT HAS THE SUPPORT OF A WIDE RANGE OF COMPANIES, NON-GOVERNMENTAL ORGANISATIONS, INTERNATIONAL AGENCIES AND NATIONAL GOVERNMENTS. THE GRI APPROACH IS SIMILAR TO THAT OF MANY MARKET-BASED CORPORATE GOVERNANCE CODES IN THAT IT SETS OUT A RANGE OF ISSUES AND REPORTING INDICATORS AND ASKS COMPANIES TO 'COMPLY OR EXPLAIN', MAKING THEIR OWN JUDGEMENTS AS TO THE RELEVANCE OF INDIVIDUAL ISSUES. COMPANIES CAN THUS ADAPT THE APPROACH TO THEIR OWN PARTICULAR CIRCUMSTANCES.

HENDERSON COMMENDS THE GLOBAL REPORTING INITIATIVE GUIDELINES AND ENCOURAGES COMPANIES TO WORK TOWARDS REPORTING IN FULL ACCORDANCE WITH THEM.

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(17) www.unglobalcompact.org

(18) www.unhchr.ch/html/intlinst.htm

(19) http://www.ilo.org/public/english/standards/norm/index.htm

(20) http://www.oecd.org/document/28/0,2340,en_2649_34889_2397532_1_1_1_1,00.html

(21) Prepared by a working group of the UN Commission on Human Rights and available at: http://www.unhchr.ch/Huridocda/Huridoca.nsf/0/13e40a9bc4e3be3fc1256912003c5797/$FILE/G0013866.pdf

(22) http://www.globalreporting.org/guidelines/2002.asp

B. Proxy Voting Policies

IN THE LIGHT OF THE PRINCIPLES ELABORATED ABOVE, HENDERSON HAS ADOPTED PROXY VOTING GUIDELINES AND PROCEDURES. THE PROXY VOTING GUIDELINES, REPRESENT HOW HENDERSON WILL GENERALLY VOTE ON CERTAIN MATTERS. THESE GUIDELINES ARE DERIVED FROM INSTITUTIONAL SHAREHOLDER SERVICES' (ISS) GLOBAL POLICY. ISS PROVIDES PROXY VOTING RESEARCH AND VOTE EXECUTION SERVICES TO HENDERSON. OUR VOTING DECISIONS ARE MADE AS A RESULT OF CONSULTATION BETWEEN CORPORATE GOVERNANCE SPECIALISTS, FUND MANAGERS AND ANALYSTS WITHIN HENDERSON. OUR POLICY IS TO FOLLOW ISS VOTING RECOMMENDATIONS EXCEPT WHERE WE DO NOT CONSIDER THEM TO BE IN OUR CLIENTS' INTERESTS, FOR EXAMPLE BECAUSE THEY DO NOT TAKE SUFFICIENT ACCOUNT OF LOCAL PRACTICE AS WELL AS THE COMPANY'S PARTICULAR CIRCUMSTANCES.

Global Proxy Voting Guidelines

Financial Results/Director and Auditor Reports

Vote FOR approval of financial statements and director and auditor reports,

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unless:

- there are concerns about the accounts presented or audit procedures used; or
- the company is not responsive to shareholder questions about specific items that should be publicly disclosed.

Appointment of Auditors and Auditor

Vote FOR the re-election of auditors and proposals authorizing the board to fix auditor fees, unless:

- there are serious concerns about the accounts presented or the audit procedures used;
- the auditors are being changed without explanation; or
- non audit-related fees are substantial or are routinely in excess of standard annual audit fees.

Vote AGAINST the appointment of external auditors if they have previously served the company in an executive capacity or can otherwise be considered affiliated with the company.

ABSTAIN if a company changes its auditor and fails to provide shareholders with an explanation for the change.

Appointment of Internal Statutory Auditors

Vote FOR the appointment or re-election of statutory auditors, unless:

- there are serious concerns about the statutory reports presented or the audit procedures used;
- questions exist concerning any of the statutory auditors being appointed; or
- the auditors have previously served the company in an executive capacity or can otherwise be considered affiliated with the company.

Allocation of Income

Vote FOR approval of the allocation of income, unless:

- the dividend payout ratio has been consistently below 30 percent without adequate explanation; or
- the payout is excessive given the company's financial position.

Stock (Scrip) Dividend Alternative

Vote FOR most stock (scrip) dividend proposals.

Vote AGAINST proposals that do not allow for a cash option unless management demonstrates that the cash option is harmful to shareholder value.

Amendments to Articles of Association

Vote amendments to the articles of association on a CASE-BY-CASE basis.

Change in Company Fiscal Term

Vote FOR resolutions to change a company's fiscal term unless a company's motivation for the change is to postpone its AGM.

Lower Disclosure Threshold for Stock Ownership

Vote AGAINST resolutions to lower the stock ownership disclosure threshold below five percent unless specific reasons exist to implement a lower threshold.

Amend Quorum Requirements

Vote proposals to amend quorum requirements for shareholder meetings on a CASE-BY-CASE basis.

Transact Other Business

Vote AGAINST other business when it appears as a voting item.

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Director Elections

Vote FOR management nominees in the election of directors, unless:

- Adequate disclosure has not been provided in a timely manner;
- There are clear concerns over questionable finances or restatements;
- There have been questionable transactions with conflicts of interest;
- There are any records of abuses against minority shareholder interests; and
- the board fails to meet minimum corporate governance standards.

Vote FOR individual nominees unless there are specific concerns about the individual, such as criminal wrongdoing or breach of fiduciary responsibilities.

Vote AGAINST shareholder nominees unless they demonstrate a clear ability to contribute positively to board deliberations.

Vote AGAINST individual directors if repeated absences at board meetings have not been explained (in countries where this information is disclosed).

Vote AGAINST labour representatives if they sit on either the audit or compensation committee, as they are not required to be on those committees.

Director Compensation

Vote FOR proposals to award cash fees to non-executive directors unless the amounts are excessive relative to other companies in the country or industry.

Vote non-executive director compensation proposals that include both cash and share-based components on a CASE-BY-CASE basis.

Vote proposals that bundle compensation for both non-executive and executive directors into a single resolution on a CASE-BY-CASE basis.

Vote AGAINST proposals to introduce retirement benefits for non-executive directors.

Discharge of Board and Management

Vote FOR discharge of the board and management, unless:

- there are serious questions about actions of the board or management for the year in question; or
- legal action is being taken against the board by other shareholders.

Vote AGAINST proposals to remove approval of discharge of board and management from the agenda.

Director, Officer, and Auditor Indemnification and Liability Provisions

Vote proposals seeking indemnification and liability protection for directors and officers on a CASE-BY-CASE basis.

Vote AGAINST proposals to indemnify auditors.

Board Structure

Vote FOR proposals to fix board size.

Vote AGAINST the introduction of classified boards and mandatory retirement ages for directors.

Vote AGAINST proposals to alter board structure or size in the context of a fight for control of the company or the board.

Share Issuance Requests

General Issuances:

Vote FOR issuance requests with pre-emptive rights to a maximum of 100 percent

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over currently issued capital.

Vote FOR issuance requests without pre-emptive rights to a maximum of 20 percent of currently issued capital.

Specific Issuances:

Vote on a CASE-BY-CASE basis on all requests, with or without pre-emptive rights.

Increases in Authorized Capital

Vote FOR non-specific proposals to increase authorized capital up to 100 percent over the current authorization unless the increase would leave the company with less than 30 percent of its new authorization outstanding.

Vote FOR specific proposals to increase authorized capital to any amount, unless:

- the specific purpose of the increase (such as a share-based acquisition or merger) does not meet ISS guidelines for the purpose being proposed; or
- the increase would leave the company with less than 30 percent of its new authorization outstanding after adjusting for all proposed issuances.

Vote AGAINST proposals to adopt unlimited capital authorizations.

Reduction of Capital

Vote FOR proposals to reduce capital for routine accounting purposes unless the terms are unfavourable to shareholders.

Vote proposals to reduce capital in connection with corporate restructuring on a CASE-BY-CASE basis.

Capital Structures

Vote FOR resolutions that seek to maintain or convert to a one share, one vote capital structure.

Vote AGAINST requests for the creation or continuation of dual class capital structures or the creation of new or additional super-voting shares.

Preferred Stock

Vote FOR the creation of a new class of preferred stock or for issuances of preferred stock up to 50 percent of issued capital unless the terms of the preferred stock would adversely affect the rights of existing shareholders.

Vote FOR the creation/issuance of convertible preferred stock as long as the maximum number of common shares that could be issued upon conversion meets ISS guidelines on equity issuance requests.

Vote AGAINST the creation of a new class of preference shares that would carry superior voting rights to the common shares.

Vote AGAINST the creation of blank check preferred stock unless the board clearly states that the authorization will not be used to thwart a takeover bid.

Vote proposals to increase blank check preferred authorizations on a CASE-BY-CASE basis.

Debt Issuance Requests

Vote nonconvertible debt issuance requests on a CASE-BY-CASE basis, with or without pre-emptive rights.

Vote FOR the creation/issuance of convertible debt instruments as long as the maximum number of common shares that could be issued upon conversion meets ISS guidelines on equity issuance requests.

Vote FOR proposals to restructure existing debt arrangements unless the terms of the restructuring would adversely affect the rights of shareholders.

Pledging of Assets for Debt

Vote proposals to approve the pledging of assets for debt on a CASE-BY-CASE basis.

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Increase in Borrowing Powers

Vote proposals to approve increases in a company's borrowing powers on a CASE-BY-CASE basis.

Share Repurchase Plans

Vote FOR share repurchase plans, unless:

- clear evidence of past abuse of the authority is available; or
- the plan contains no safeguards against selective buybacks.

Re-issuance of Shares Repurchased

Vote FOR requests to reissue any repurchased shares unless there is clear evidence of abuse of this authority in the past.

Capitalization of Reserves for Bonus Issues/Increase In Par Value

Vote FOR requests to capitalize reserves for bonus issues of shares or to increase par value.

Reorganizations/Restructurings

Vote reorganizations and restructurings on a CASE-BY-CASE basis.

Mergers and Acquisitions

Vote FOR mergers and acquisitions, unless:

- the impact on earnings or voting rights for one class of shareholders is disproportionate to the relative contributions of the group; or
- the company's structure following the acquisition or merger does not reflect good corporate governance.

Vote AGAINST if the companies do not provide sufficient information upon request to make an informed voting decision.

ABSTAIN if there is insufficient information available to make an informed voting decision.

Mandatory Takeover Bid Waivers

Vote proposals to waive mandatory takeover bid requirements on a CASE-BY-CASE basis.

Reincorporation Proposals

Vote reincorporation proposals on a CASE-BY-CASE basis.

Expansion of Business Activities

Vote FOR resolutions to expand business activities unless the new business takes the company into risky areas.

Related-Party Transactions

Vote related-party transactions on a CASE-BY-CASE basis.

Compensation Plans

Vote compensation plans on a CASE-BY-CASE basis.

Anti-takeover Mechanisms

Vote AGAINST all anti-takeover proposals unless they are structured in such a way that they give shareholders the ultimate decision on any proposal or offer.

Shareholder Proposals

Vote all shareholder proposals on a CASE-BY-CASE basis.

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Vote FOR proposals that would improve the company's corporate governance or business profile at a reasonable cost.

Vote AGAINST proposals that limit the company's business activities or capabilities or result in significant costs being incurred with little or no benefit.

Proxy Voting Procedures

3. RESPONSIBILITIES

Day-to-day responsibility for voting decisions lies with the Corporate Governance Manager. Voting decisions are made in close consultation with fund managers and analysts. If agreement cannot be reached by staff at this level, a decision is made by the Head of Equities. In these circumstances the rationale for the decision is recorded in writing.

4. SHARE BLOCKING AND OTHER RESTRICTIONS ON VOTING

In a number of markets in which Henderson invests, shares must be suspended from trading ('blocked') for a specified period before general meetings if voting rights are to be exercised. Such restrictions may place constraints on portfolio managers that mean exercising proxy votes is not in clients' interest. In other markets casting proxy votes may involve costs that are disproportionate to any benefit gained. In markets where share blocking applies or additional costs are incurred that outweigh the potential benefits of voting, Henderson will vote only in exceptional circumstances.

3. STOCK LENDING

Stock lending makes an important contribution to market liquidity, and also provides additional investment returns for our clients. However, stock lending also has important implications for corporate governance policy as voting rights are transferred with any stock that is lent. We maintain the right to recall lent stock for voting purposes.

4. CONFLICTS OF INTEREST

Henderson acknowledges that conflicts of interest may arise in the context of our corporate governance and corporate responsibility work. For example, we may have serious concerns about a company whose pension scheme is a client.

Where a conflict of interest arises, the matter will be referred to the Head of Equities by the Corporate Governance Manager. The Head of Equities will convene a group comprising the Corporate Governance Manager and other members of staff as appropriate. The Head of Equities will make our final engagement, activism and voting decisions, ensuring that they best serve the interests of our clients as a whole. These decisions and the rationale for reaching them will be documented and will be available to clients.

4.1. Conflicts of Interests in relation to Henderson Group

When evaluating corporate governance and voting issues in relation to Henderson Group, our parent company, the overriding principle is the fiduciary duty we owe to our clients. In order to ensure protection of our clients' interests, our policy will apply in the same way to Henderson Group as to all other companies.

HENDERSON GLOBAL INVESTORS IS THE NAME UNDER WHICH HENDERSON GLOBAL INVESTORS LIMITED, HENDERSON FUND MANAGEMENT PLC, HENDERSON ADMINISTRATION LIMITED, HENDERSON INVESTMENT FUNDS LIMITED, HENDERSON INVESTMENT MANAGEMENT LIMITED AND HENDERSON ALTERNATIVE INVESTMENT ADVISOR LIMITED (EACH AUTHORISED AND REGULATED BY THE FINANCIAL SERVICES AUTHORITY AND OF 4 BROADGATE, LONDON EC2M 2DA) PROVIDE INVESTMENT PRODUCTS AND SERVICES. WE MAY RECORD TELEPHONE CALLS FOR OUR MUTUAL PROTECTION AND TO IMPROVE CUSTOMER SERVICE.

APPENDIX C

HIML US PROXY VOTING GUIDELINES

1. Operational Items

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Adjourn Meeting

Generally vote AGAINST proposals to provide management with the authority to adjourn an annual or special meeting absent compelling reasons to support the proposal. Vote FOR proposals that relate specifically to soliciting votes for a merger or transaction if supporting that merger or transaction. Vote AGAINST proposals if the wording is too vague or if the proposal includes "other business."

Amend Quorum Requirements

Vote AGAINST proposals to reduce quorum requirements for shareholder meetings below a majority of the shares outstanding unless there are compelling reasons to support the proposal.

Amend Minor Bylaws

Vote FOR bylaw or charter changes that are of a housekeeping nature (updates or corrections).

Change Company Name

Vote FOR proposals to change the corporate name.

Change Date, Time, or Location of Annual Meeting

Vote FOR management proposals to change the date/time/location of the annual meeting unless the proposed change is unreasonable. Vote AGAINST shareholder proposals to change the date/time/location of the annual meeting unless the current scheduling or location is unreasonable.

Ratifying Auditors

Vote FOR proposals to ratify auditors, unless any of the following apply:

- An auditor has a financial interest in or association with the company, and is therefore not independent,
- There is reason to believe that the independent auditor has rendered an opinion which is neither accurate nor indicative of the company's financial position, or
- Fees for non-audit services ("Other" fees) are excessive.

Non-audit fees are excessive if:

Non-audit ("other") fees >audit fees + audit-related fees + tax compliance/preparation fees

Tax compliance and preparation include the preparation of original and amended tax returns, refund claims and tax payment planning. All other services in the tax category, such as tax advice, planning or consulting should be added to "Other" fees. If the breakout of tax fees cannot be determined, add all tax fees to "Other" fees.

Vote CASE-BY-CASE on shareholder proposals asking companies to prohibit or limit their auditors from engaging in non-audit services.

Vote CASE-BY-CASE on shareholder proposals asking for audit firm rotation, taking into account the tenure of the audit firm, the length of rotation specified in the proposal, any significant audit-related issues at the company, the number of Audit Committee meetings held

each year, the number of financial experts serving on the committee, and whether the company has a periodic renewal process where the auditor is evaluated for both audit quality and competitive price.

Transact Other Business

Vote AGAINST proposals to approve other business when it appears as voting item.

2. BOARD OF DIRECTORS:

Voting on Director Nominees in Uncontested Elections

Vote CASE-BY-CASE on director nominees, examining, but not limited to, the following factors:

- Composition of the board and key board committees;

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- Attendance at board and committee meetings;
- Corporate governance provisions and takeover activity;
- Disclosures under Section 404 of Sarbanes-Oxley Act;
- Long-term company performance relative to a market and peer index;
- Extent of the director's investment in the company;
- Existence of related party transactions;
- Whether the chairman is also serving as CEO;
- Whether a retired CEO sits on the board;
- Number of outside boards at which a director serves.

WITHHOLD from individual directors who:

- Attend less than 75 percent of the board and committee meetings without a valid excuse (such as illness, service to the nation, work on behalf of the company);
- Sit on more than six public company boards;
- Are CEOs of public companies who sit on the boards of more than two public companies besides their own-- withhold only at their outside boards.

WITHHOLD from the entire board of directors, (excepting new nominees, who should be considered on a CASE-BY-CASE basis) if:

- The company's poison pill has a dead-hand or modified dead-hand feature. Withhold every year until this feature is removed;
- The board adopts or renews a poison pill without shareholder approval since the beginning of 2005, does not commit to putting it to shareholder vote within 12 months of adoption or reneges on a commitment to put the pill to a vote and has not yet been withheld from for this issue;
- The board failed to act on a shareholder proposal that received approval by a majority of the shares outstanding the previous year;
- The board failed to act on a shareholder proposal that received approval of the majority of shares cast for the previous two consecutive years;
- The board failed to act on takeover offers where the majority of the shareholders tendered their shares;
- At the previous board election, any director received more than 50 percent withhold votes of the shares cast and the company has failed to address the issue(s) that caused the high withhold rate;
- A Russell 3000 company underperformed its industry group (GICS group). The test will consist of the bottom performers within each industry group (GICS) based on a weighted average TSR. The weightings are as follows: 20 percent weight on 1-year TSR; 30 percent weight on 3-year TSR; and 50 percent weight on 5-year TSR. Company's response to performance issues will be considered before withholding.

WITHHOLD from Inside Directors and Affiliated Outside Directors (per the Classification of Directors below) when:

- The inside or affiliated outside director serves on any of the three key committees: audit, compensation, or nominating;
- The company lacks an audit, compensation, or nominating committee so that the full board functions as that committee;
- The full board is less than majority independent.

WITHHOLD from the members of the Audit Committee if:

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- The non -audit fees paid to the auditor are excessive (see discussion under Ratifying Auditors);

- A material weakness identified in the Section 404 Sarbanes-Oxley Act disclosures rises to a level of serious concern; there are chronic internal control issues and an absence of established effective control mechanisms.

WITHHOLD from the members of the Compensation Committee if:

- There is a negative correlation between chief executive pay and company performance (see discussion under Equity Compensation Plans);

- The company fails to submit one-time transfers of stock options to a shareholder vote;

- The company fails to fulfill the terms of a burn rate commitment they made to shareholders;

- The company has poor compensation practices, which include, but are not limited to:

  - EGREGIOUS EMPLOYMENT CONTRACTS INCLUDING EXCESSIVE SEVERANCE PROVISIONS;

  - EXCESSIVE PERKS THAT DOMINATE COMPENSATION;

  - HUGE BONUS PAYOUTS WITHOUT JUSTIFIABLE PERFORMANCE LINKAGE;

  - PERFORMANCE METRICS THAT ARE CHANGED DURING THE PERFORMANCE PERIOD;

  - EGREGIOUS SERP (SUPPLEMENTAL EXECUTIVE RETIREMENT PLANS) PAYOUTS;

  - NEW CEO WITH OVERLY GENEROUS NEW HIRE PACKAGE;

  - INTERNAL PAY DISPARITY;

  - OTHER EXCESSIVE COMPENSATION PAYOUTS OR POOR PAY PRACTICES AT THE COMPANY.

WITHHOLD from directors, individually or the entire board, for egregious actions or failure to replace management as appropriate.

Age Limits

Vote AGAINST shareholder or management proposals to limit the tenure of outside directors through mandatory retirement ages.

Board Size

Vote FOR proposals seeking to fix the board size or designate a range for the board size.

Vote AGAINST proposals that give management the ability to alter the size of the board outside of a specified range without shareholder approval.

Classification/Declassification of the Board

Vote AGAINST proposals to classify the board.

Vote FOR proposals to repeal classified boards and to elect all directors annually.

Cumulative Voting

Generally vote AGAINST proposals to eliminate cumulative voting.

Vote CASE-BY-CASE if the company has in place one of the three corporate governance structures that are listed below.

VOTE CASE-BY-CASE ON PROPOSALS TO RESTORE OR PERMIT CUMULATIVE VOTING. IF ONE OF THESE THREE STRUCTURES IS PRESENT, VOTE AGAINST THE PROPOSAL:

- THE PRESENCE OF A MAJORITY THRESHOLD VOTING STANDARD;

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- A PROXY ACCESS PROVISION IN THE COMPANY'S BYLAWS OR GOVERNANCE DOCUMENTS; OR

- A COUNTERBALANCING GOVERNANCE STRUCTURE COUPLED WITH ACCEPTABLE RELATIVE PERFORMANCE.

The counterbalancing governance structure coupled with acceptable relative performance should include all of the following:

- Annually elected board; o Two-thirds of the board composed of independent directors;

- Nominating committee composed solely of independent directors;

- Confidential voting; however, there may be a provision for suspending confidential voting during proxy contests;

- Ability of shareholders to call special meetings or act by written consent with 90 days' notice;

- Absence of superior voting rights for one or more classes of stock;

- Board does not have the right to change the size of the board beyond a stated range that has been approved by shareholders;

- The company has not under-performed its peers and index on a one-year and three-year basis, unless there has been a change in the CEO position within the last three years;

- NO DIRECTOR RECEIVED WITHHOLD VOTES OF 35% OR MORE OF THE VOTES CAST IN THE PREVIOUS ELECTION.

Director and Officer Indemnification and Liability Protection

Vote CASE-BY-CASE on proposals on director and officer indemnification and liability protection using Delaware law as the standard.

Vote AGAINST proposals to eliminate entirely directors' and officers' liability for monetary damages for violating the duty of care.

Vote AGAINST indemnification proposals that would expand coverage beyond just legal expenses to acts, such as negligence, that are more serious violations of fiduciary obligation than mere carelessness.

Vote FOR only those proposals providing such expanded coverage in cases when a director's or officer's legal defense was unsuccessful if both of the following apply:

- The director was found to have acted in good faith and in a manner that he reasonably believed was in the best interests of the company; and

- If only the director's legal expenses would be covered.

Establish/Amend Nominee Qualifications

Vote CASE-BY-CASE on proposals that establish or amend director qualifications. Votes should be based on how reasonable the criteria are and to what degree they may preclude dissident nominees from joining the board.

Vote AGAINST shareholder proposals requiring two candidates per board seat.

Filling Vacancies/Removal of Directors

Vote AGAINST proposals that provide that directors may be removed only for cause.

Vote FOR proposals to restore shareholders' ability to remove directors with or without cause.

Vote AGAINST proposals that provide that only continuing directors may elect replacements to fill board vacancies.

Vote FOR proposals that permit shareholders to elect directors to fill board vacancies.

Independent Chair (Separate Chair/CEO)

Generally vote FOR shareholder proposals requiring the position of chair be

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filled by an independent director unless there are compelling reasons to recommend against the proposal, such as a counterbalancing governance structure. This should include all of the following:

- Designated lead director, elected by and from the independent board members with clearly delineated and comprehensive duties. (The role may alternatively reside with a presiding director, vice chairman, or rotating lead director; however the director must serve a minimum of one year in order to qualify as a lead director.) At a minimum these should include:
  - Presides at all meetings of the board at which the chairman is not present, including executive sessions of the independent directors,
  - Serves as liaison between the chairman and the independent directors,
  - Approves information sent to the board,
  - Approves meeting agendas for the board,
  - Approves meetings schedules to assure that there is sufficient time for discussion of all agenda items,
  - Has the authority to call meetings of the independent directors,
  - If requested by major shareholders, ensures that he is available for consultation and direct communication;
- Two-thirds independent board;
- All-independent key committees;
- Established governance guidelines;
- The company does not under-perform its peers.

Majority of Independent Directors/Establishment of Committees

Vote FOR shareholder proposals asking that a majority or more of directors be independent unless the board composition already meets the proposed threshold by ISS's definition of independence.

Vote FOR shareholder proposals asking that board audit, compensation, and/or nominating committees be composed exclusively of independent directors if they currently do not meet that standard.

Majority Vote Shareholder Proposals

Generally vote FOR reasonably crafted shareholders proposals calling for directors to be elected with an affirmative majority of votes cast and/or the elimination of the plurality standard for electing directors (including binding resolutions requesting that the board amend the

company's bylaws), provided the proposal includes a carve-out for a plurality voting standard when there are more director nominees than board seats (e.g. contested elections).

Consider voting AGAINST the shareholder proposal if the company has adopted formal corporate governance principles that present a meaningful alternative to the majority voting standard and provide an adequate response to both new nominees as well as incumbent nominees who fail to receive a majority of votes cast.

Policies should address the specific circumstances at each company. At a minimum, a company's policy should articulate the following elements to adequately address each director nominee who fails to receive an affirmative of majority of votes cast in an election:

- Established guidelines disclosed annually in the proxy statement concerning the process to follow for nominees who receive majority withhold votes;
- The policy needs to outline a clear and reasonable timetable for all decision-making regarding the nominee's status;

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- The policy needs to specify that the process of determining the nominee's status will be managed by independent directors and must exclude the nominee in question;

- An outline of a range of remedies that can be considered concerning the nominee needs to be in the policy (for example, acceptance of the resignation, maintaining the director but curing the underlying causes of the withheld votes, etc.);

- The final decision on the nominee's status should be promptly disclosed via an SEC filing. The policy needs to include the timeframe in which the decision will be disclosed and a full explanation of how the decision was reached.

In addition, the company should articulate to shareholders why this alternative to a full majority threshold voting standard is the best structure at this time for demonstrating accountability to shareholders. Also evaluate the company's history of accountability to shareholders in its governance structure and in its actions. In particular, a classified board structure or a history of ignoring majority supported shareholder proposals will be considered at a company which receives a shareholder proposal requesting the elimination of plurality voting in favor of majority threshold for electing directors.

Office of the Board

Generally vote FOR shareholders proposals requesting that the board establish an Office of the Board of Directors in order to facilitate direct communications between shareholders and non-management directors, unless the company has all of the following:

- Established a communication structure that goes beyond the exchange requirements to facilitate the exchange of information between shareholders and members of the board;

- Effectively disclosed information with respect to this structure to its shareholders;

- Company has not ignored majority supported shareholder proposals or a majority WITHHOLD on a director nominee; and

- The company has an independent chairman or a lead/presiding director, according to ISS' definition. This individual must be made available for periodic consultation and direct communication with major shareholders.

Open Access

Generally vote FOR reasonably crafted shareholder proposals providing shareholders with the ability to nominate director candidates to be included on management's proxy card.

Stock Ownership Requirements

Generally vote AGAINST shareholder proposals that mandate a minimum amount of stock that directors must own in order to qualify as a director or to remain on the board. While stock ownership on the part of directors is desired, the company should determine the appropriate ownership requirement.

Vote CASE-BY-CASE on shareholder proposals asking that the company adopt a holding or retention period for its executives (for holding stock after the vesting or exercise of equity awards), taking into account any stock ownership requirements or holding period/retention ratio already in place and the actual ownership level of executives.

Term Limits

Vote AGAINST shareholder or management proposals to limit the tenure of outside directors through term limits. However, scrutinize boards where the average tenure of all directors exceeds 15 years for independence from management and for sufficient turnover to ensure that new perspectives are being added to the board.

3. PROXY CONTESTS

Voting for Director Nominees in Contested Elections

Vote CASE-BY-CASE on the election of directors in contested elections, considering the following factors:

- Long-term financial performance of the target company relative

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to its industry;

- Management's track record;
- Background to the proxy contest;
- Qualifications of director nominees (both slates);
- Strategic plan of dissident slate and quality of critique against management;
- Likelihood that the proposed goals and objectives can be achieved (both slates);
- Stock ownership positions.

Reimbursing Proxy Solicitation Expenses

Vote CASE-BY-CASE on proposals to reimburse proxy solicitation expenses. When voting in conjunction with support of a dissident slate, vote FOR the reimbursement of all appropriate proxy solicitation expenses associated with the election.

Confidential Voting

Vote FOR shareholder proposals requesting that corporations adopt confidential voting, use independent vote tabulators, and use independent inspectors of election, as long as the proposal includes a provision for proxy contests as follows: In the case of a contested election, management should be permitted to request that the dissident group honor its confidential voting policy. If the dissidents agree, the policy remains in place. If the dissidents will not agree, the confidential voting policy is waived.

Vote FOR management proposals to adopt confidential voting.

4. ANTI-TAKEOVER DEFENSES AND VOTING RELATED ISSUES

Advance Notice Requirements for Shareholder Proposals/Nominations

Votes on advance notice proposals are determined on a CASE-BY-CASE basis, giving support to those proposals which allow shareholders to submit proposals as close to the meeting date as reasonably possible and within the broadest window possible.

Amend Bylaws without Shareholder Consent

Vote AGAINST proposals giving the board exclusive authority to amend the bylaws.

Vote FOR proposals giving the board the ability to amend the bylaws in addition to shareholders.

Poison Pills

Vote FOR shareholder proposals requesting that the company submit its poison pill to a shareholder vote or redeem it UNLESS the company has: (1) A shareholder approved poison pill in place; or (2) The company has adopted a policy concerning the adoption of a pill in the future specifying that the board will only adopt a shareholder rights plan if either:

- Shareholders have approved the adoption of the plan; or
- The board, in its exercise of its fiduciary responsibilities, determines that it is in the best interest of shareholders under the circumstances to adopt a pill without the delay in adoption that would result from seeking stockholder approval (i.e. the "fiduciary out" provision). A poison pill adopted under this fiduciary out will be put to a shareholder ratification vote within twelve months of adoption or expire. If the pill is not approved by a majority of the votes cast on this issue, the plan will immediately terminate.

Vote FOR shareholder proposals calling for poison pills to be put to a vote within a time period of less than one year after adoption. If the company has no non-shareholder approved poison pill in place and has adopted a policy with the provisions outlined above, vote AGAINST the proposal. If these conditions are not met, vote FOR the proposal, but with the caveat that a vote within twelve months would be considered sufficient.

Vote CASE-by-CASE on management proposals on poison pill ratification, focusing on the features of the shareholder rights plan. Rights plans should contain the

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following attributes:

- No lower than a 20% trigger, flip-in or flip-over;
- A term of no more than three years;
- No dead-hand, slow-hand, no-hand or similar feature that limits the ability of a future board to redeem the pill;
- Shareholder redemption feature (qualifying offer clause); if the board refuses to redeem the pill 90 days after a qualifying offer is announced, ten percent of the shares may call a special meeting or seek a written consent to vote on rescinding the pill.

Shareholder Ability to Act by Written Consent
Vote AGAINST proposals to restrict or prohibit shareholder ability to take action by written consent.

Vote FOR proposals to allow or make easier shareholder action by written consent.

Shareholder Ability to Call Special Meetings

Vote AGAINST proposals to restrict or prohibit shareholder ability to call special meetings.

Vote FOR proposals that remove restrictions on the right of shareholders to act independently of management.

Supermajority Vote Requirements

Vote AGAINST proposals to require a supermajority shareholder vote.

Vote FOR proposals to lower supermajority vote requirements.

5. Mergers and Corporate Restructurings

OVERALL APPROACH

For mergers and acquisitions, review and evaluate the merits and drawbacks of the proposed transaction, balancing various and sometimes countervailing factors including:

- Valuation - Is the value to be received by the target shareholders (or paid by the acquirer) reasonable? While the fairness opinion may provide an initial starting point for assessing valuation reasonableness, emphasis is placed on the offer premium, market reaction and strategic rationale.
- Market reaction - How has the market responded to the proposed deal? A negative market reaction should cause closer scrutiny of a deal.
- Strategic rationale - Does the deal make sense strategically? From where is the value derived? Cost and revenue synergies should not be overly aggressive or optimistic, but reasonably achievable. Management should also have a favorable track record of successful integration of historical acquisitions.
- Negotiations and process - Were the terms of the transaction negotiated at arm's-length? Was the process fair and equitable? A fair process helps to ensure the best price for shareholders. Significant negotiation "wins" can also signify the deal makers' competency. The comprehensiveness of the sales process (e.g., full auction, partial auction, no auction) can also affect shareholder value.
- Conflicts of interest - Are insiders benefiting from the transaction disproportionately and inappropriately as compared to non-insider shareholders? As the result of potential conflicts, the directors and officers of the company may be more likely to vote to approve a merger than if they did not hold these interests. Consider whether these interests may have influenced these directors and officers to support or recommend the merger.
- Governance - Will the combined company have a better or worse governance profile than the current governance profiles of the respective parties to the transaction? If the governance profile is to change for the worse, the burden is on the

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company to prove that other issues (such as valuation) outweigh any deterioration in governance.

Appraisal Rights

Vote FOR proposals to restore, or provide shareholders with, rights of appraisal.

Asset Purchases

Vote CASE-BY-CASE on asset purchase proposals, considering the following factors:

- Purchase price;
- Fairness opinion;
- Financial and strategic benefits;
- How the deal was negotiated;
- Conflicts of interest;
- Other alternatives for the business;
- Non-completion risk.

Asset Sales

Vote CASE-BY-CASE on asset sales, considering the following factors:

- Impact on the balance sheet/working capital;

- Potential elimination of diseconomies;
- Anticipated financial and operating benefits;
- Anticipated use of funds;
- Value received for the asset;
- Fairness opinion;
- How the deal was negotiated;
- Conflicts of interest.

Bundled Proposals

Vote CASE-BY-CASE on bundled or "conditional" proxy proposals. In the case of items that are conditioned upon each other, examine the benefits and costs of the packaged items. In instances when the joint effect of the conditioned items is not in shareholders' best interests, vote AGAINST the proposals. If the combined effect is positive, support such proposals.

Conversion of Securities

Vote CASE-BY-CASE on proposals regarding conversion of securities. When evaluating these proposals the investor should review the dilution to existing shareholders, the conversion price relative to market value, financial issues, control issues, termination penalties, and conflicts of interest.

Vote FOR the conversion if it is expected that the company will be subject to onerous penalties or will be forced to file for bankruptcy if the transaction is not approved.

Corporate Reorganization/Debt Restructuring/Prepackaged Bankruptcy Plans/Reverse Leveraged Buyouts/Wrap Plans

Vote CASE-BY-CASE on proposals to increase common and/or preferred shares and to issue shares as part of a debt restructuring plan, taking into consideration the following:

- Dilution to existing shareholders' position;
- Terms of the offer;
- Financial issues;
- Management's efforts to pursue other alternatives;

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- Control issues;
- Conflicts of interest.

Vote FOR the debt restructuring if it is expected that the company will file for bankruptcy if the transaction is not approved.

Formation of Holding Company

Vote CASE-BY-CASE on proposals regarding the formation of a holding company, taking into consideration the following:

- The reasons for the change;
- Any financial or tax benefits;
- Regulatory benefits;
- Increases in capital structure;
- Changes to the articles of incorporation or bylaws of the company.

Absent compelling financial reasons to recommend the transaction, vote AGAINST the formation of a holding company if the transaction would include either of the following:

- Increases in common or preferred stock in excess of the allowable maximum (see discussion under "Capital Structure");
- Adverse changes in shareholder rights.

Going Private Transactions (LBOs, Minority Squeezeouts, and Going Dark)

Vote CASE-BY-CASE on going private transactions, taking into account the following: offer price/premium, fairness opinion, how the deal was negotiated, conflicts of interest, other alternatives/offers considered, and non-completion risk.

Vote CASE-BY-CASE on "going dark" transactions, determining whether the transaction enhances shareholder value by taking into consideration:

- Whether the company has attained benefits from being publicly-traded (examination of trading volume, liquidity, and market research of the stock);
- Cash-out value;
- Whether the interests of continuing and cashed-out shareholders are balanced; and
- The market reaction to public announcement of transaction.

Joint Ventures

Vote CASE-BY-CASE on proposals to form joint ventures, taking into account the following:

- Percentage of assets/business contributed;
- Percentage ownership;
- Financial and strategic benefits;
- Conflicts of interest;
- Other alternatives;
- Noncompletion risk.

Liquidations

Vote CASE-BY-CASE on liquidations, taking into account the following:

- Management's efforts to pursue other alternatives;
- Appraisal value of assets; and
- The compensation plan for executives managing the liquidation.

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Vote FOR the liquidation if the company will file for bankruptcy if the proposal is not approved.

Mergers and Acquisitions/ Issuance of Shares to Facilitate Merger or Acquisition

Vote CASE-BY-CASE on mergers and acquisitions, determining whether the transaction enhances shareholder value by giving consideration to items listed under "Mergers and Corporate Restructurings: Overall Approach."

Private Placements/Warrants/Convertible Debentures

Vote CASE-BY-CASE on proposals regarding private placements, taking into consideration:

- Dilution to existing shareholders' position;
- Terms of the offer;
- Financial issues;
- Management's efforts to pursue other alternatives;
- Control issues;
- Conflicts of interest.

Vote FOR the private placement if it is expected that the company will file for bankruptcy if the transaction is not approved.

Spinoffs

Vote CASE-BY-CASE on spin-offs, considering:

- Tax and regulatory advantages;
- Planned use of the sale proceeds;
- Valuation of spinoff; o Fairness opinion;
- Benefits to the parent company;
- Conflicts of interest;
- Managerial incentives;
- Corporate governance changes;
- Changes in the capital structure.

Value Maximization Proposals

Vote CASE-BY-CASE on shareholder proposals seeking to maximize shareholder value by hiring a financial advisor to explore strategic alternatives, selling the company or liquidating the company and distributing the proceeds to shareholders. These proposals should be evaluated based on the following factors:

- Prolonged poor performance with no turnaround in sight;
- Signs of entrenched board and management;
- Strategic plan in place for improving value;
- Likelihood of receiving reasonable value in a sale or dissolution; and
- Whether company is actively exploring its strategic options, including retaining a financial advisor.

6. STATE OF INCORPORATION

Control Share Acquisition Provisions

Control share acquisition statutes function by denying shares their voting rights when they contribute to ownership in excess of certain thresholds. Voting rights for those shares exceeding ownership limits may only be restored by approval of either a majority or supermajority of disinterested shares. Thus, control share acquisition statutes effectively require a hostile bidder to put its offer to a shareholder vote or risk voting disenfranchisement if the bidder

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continues buying up a large block of shares.

Vote FOR proposals to opt out of control share acquisition statutes unless doing so would enable the completion of a takeover that would be detrimental to shareholders.

Vote AGAINST proposals to amend the charter to include control share acquisition provisions.

Vote FOR proposals to restore voting rights to the control shares.

Control Share Cash-out Provisions

Control share cash-out statutes give dissident shareholders the right to "cash-out" of their position in a company at the expense of the shareholder who has taken a control position. In other words, when an investor crosses a preset threshold level, remaining shareholders are given the right to sell their shares to the acquirer, who must buy them at the highest acquiring price.

Vote FOR proposals to opt out of control share cash-out statutes.

Disgorgement Provisions

Disgorgement provisions require an acquirer or potential acquirer of more than a certain percentage of a company's stock to disgorge, or pay back, to the company any profits realized from the sale of that company's stock purchased 24 months before achieving control status. All sales of company stock by the acquirer occurring within a certain period of time (between 18 months and 24 months) prior to the investor's gaining control status are subject to these recapture-of-profits provisions.

Vote FOR proposals to opt out of state disgorgement provisions.

Fair Price Provisions

Vote CASE-BY-CASE on proposals to adopt fair price provisions (provisions that stipulate that an acquirer must pay the same price to acquire all shares as it paid to acquire the control shares), evaluating factors such as the vote required to approve the proposed acquisition, the vote required to repeal the fair price provision, and the mechanism for determining the fair price.

Generally, vote AGAINST fair price provisions with shareholder vote requirements greater than a majority of disinterested shares.

Freeze-out Provisions

Vote FOR proposals to opt out of state freeze-out provisions. Freeze-out provisions force an investor who surpasses a certain ownership threshold in a company to wait a specified period of time before gaining control of the company.

Greenmail

Greenmail payments are targeted share repurchases by management of company stock from individuals or groups seeking control of the company. Since only the hostile party receives payment, usually at a substantial premium over the market value of its shares, the practice discriminates against all other shareholders.

Vote FOR proposals to adopt anti-greenmail charter or bylaw amendments or otherwise restrict a company's ability to make greenmail payments.

Vote CASE-BY-CASE on anti-greenmail proposals when they are bundled with other charter or bylaw amendments.

Reincorporation Proposals

Vote CASE-BY-CASE on proposals to change a company's state of incorporation, taking into consideration both financial and corporate governance concerns, including the reasons for reincorporating, a comparison of the governance provisions, comparative economic benefits, and a comparison of the jurisdictional laws.

Vote FOR re-incorporation when the economic factors outweigh any neutral or negative governance changes.

Stakeholder Provisions

Vote AGAINST proposals that ask the board to consider non-shareholder constituencies or other non-financial effects when evaluating a merger or business combination.

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State Antitakeover Statutes

Vote CASE-BY-CASE on proposals to opt in or out of state takeover statutes (including control share acquisition statutes, control share cash-out statutes, freezeout provisions, fair price provisions, stakeholder laws, poison pill endorsements, severance pay and labor contract provisions, anti-greenmail provisions, and disgorgement provisions).

7. CAPITAL STRUCTURE

Adjustments to Par Value of Common Stock

Vote FOR management proposals to reduce the par value of common stock.

Common Stock Authorization

Vote CASE-BY-CASE on proposals to increase the number of shares of common stock authorized for issuance using a model developed by ISS.

Vote FOR proposals to approve increases beyond the allowable increase when a company's shares are in danger of being delisted or if a company's ability to continue to operate as a going concern is uncertain.

In addition, for capital requests less than or equal to 300 percent of the current authorized shares that marginally fail the calculated allowable cap (i.e., exceed the allowable cap by no more than 5 percent), on a CASE-BY-CASE basis, vote FOR the increase based on the company's performance and whether the company's ongoing use of shares has shown prudence. Factors should include, at a minimum, the following:

- Rationale;
- Good performance with respect to peers and index on a five-year total shareholder return basis;
- Absence of non-shareholder approved poison pill;
- Reasonable equity compensation burn rate;
- No non-shareholder approved pay plans; and
- Absence of egregious equity compensation practices.

Dual-Class Stock

Vote AGAINST proposals to create a new class of common stock with superior voting rights.

Vote AGAINST proposals at companies with dual-class capital structures to increase the number of authorized shares of the class of stock that has superior voting rights.

Vote FOR proposals to create a new class of nonvoting or sub-voting common stock if:

- It is intended for financing purposes with minimal or no dilution to current shareholders;
- It is not designed to preserve the voting power of an insider or significant shareholder.

Issue Stock for Use with Rights Plan

Vote AGAINST proposals that increase authorized common stock for the explicit purpose of implementing a non-shareholder approved shareholder rights plan (poison pill).

Preemptive Rights

Vote CASE-BY-CASE on shareholder proposals that seek preemptive rights, taking into consideration: the size of a company, the characteristics of its shareholder base, and the liquidity of the stock.

Preferred Stock

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Vote AGAINST proposals authorizing the creation of new classes of preferred stock with unspecified voting, conversion, dividend distribution, and other rights ("blank check" preferred stock).

Vote FOR proposals to create "declawed" blank check preferred stock (stock that cannot be used as a takeover defense).

Vote FOR proposals to authorize preferred stock in cases where the company specifies the voting, dividend, conversion, and other rights of such stock and the terms of the preferred stock appear reasonable.

Vote AGAINST proposals to increase the number of blank check preferred stock authorized for issuance when no shares have been issued or reserved for a specific purpose.

Vote CASE-BY-CASE on proposals to increase the number of blank check preferred shares after analyzing the number of preferred shares available for issue given a company's industry and performance in terms of shareholder returns.

Recapitalization

Vote CASE-BY-CASE on recapitalizations (reclassifications of securities), taking into account the following:

- More simplified capital structure;
- Enhanced liquidity;
- Fairness of conversion terms;
- Impact on voting power and dividends;
- Reasons for the reclassification;
- Conflicts of interest; and
- Other alternatives considered.

Reverse Stock Splits

Vote FOR management proposals to implement a reverse stock split when the number of authorized shares will be proportionately reduced.

Vote FOR management proposals to implement a reverse stock split to avoid delisting.

Vote CASE-BY-CASE on proposals to implement a reverse stock split that do not proportionately reduce the number of shares authorized for issue based on the allowable increased calculated using the Capital Structure model.

Share Repurchase Programs

Vote FOR management proposals to institute open-market share repurchase plans in which all shareholders may participate on equal terms.

Stock Distributions: Splits and Dividends

Vote FOR management proposals to increase the common share authorization for a stock split or share dividend, provided that the increase in authorized shares would not result in an excessive number of shares available for issuance as determined using a model developed by ISS.

Tracking Stock

Vote CASE-BY-CASE on the creation of tracking stock, weighing the strategic value of the transaction against such factors as:

- Adverse governance changes;
- Excessive increases in authorized capital stock;
- Unfair method of distribution;
- Diminution of voting rights;
- Adverse conversion features; o Negative impact on stock option plans; and
- Alternatives such as spin-off.

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8. EXECUTIVE AND DIRECTOR COMPENSATION

EQUITY COMPENSATION PLANS

Vote CASE-BY-CASE on equity-based compensation plans. Vote AGAINST the equity plan if any of the following factors apply:

- The total cost of the company's equity plans is unreasonable;
- The plan expressly permits the repricing of stock options without prior shareholder approval;
- There is a disconnect between CEO pay and the company's performance;
- The company's three year burn rate exceeds the greater of 2% and the mean plus 1 standard deviation of its industry group; or
- The plan is a vehicle for poor pay practices.

Each of these factors is further described below:

Cost of Equity Plans

Generally, vote AGAINST equity plans if the cost is unreasonable. For non-employee director plans, vote FOR the plan if certain factors are met (see Director Compensation section).

The cost of the equity plans is expressed as Shareholder Value Transfer (SVT), which is measured using a binomial option pricing model that assesses the amount of shareholders' equity flowing out of the company to employees and directors. SVT is expressed as both a dollar amount and as a percentage of market value, and includes the new shares proposed, shares available under existing plans, and shares granted but unexercised. All award types are valued. For omnibus plans, unless limitations are placed on the most expensive types of awards (for example, full value awards), the assumption is made that all awards to be granted will be the most expensive types. See discussion of specific types of awards.

The Shareholder Value Transfer is reasonable if it falls below the company-specific allowable cap. The allowable cap is determined as follows: The top quartile performers in each industry group (using the Global Industry Classification Standard GICS) are identified. Benchmark SVT levels for each industry are established based on these top performers' historic SVT. Regression analyses are run on each industry group to identify the variables most strongly correlated to SVT. The benchmark industry SVT level is then adjusted upwards or downwards for the specific company by plugging the company-specific performance measures, size and cash compensation into the industry cap equations to arrive at the company's allowable cap.

Repricing Provisions

Vote AGAINST plans that expressly permit the repricing of stock options without prior shareholder approval, even if the cost of the plan is reasonable.

Vote AGAINST plans if the company has a history of repricing options without shareholder approval, and the applicable listing standards would not preclude them from doing so.

Pay-for Performance Disconnect

Generally vote AGAINST plans in which:

- there is a disconnect between the CEO's pay and company performance (an increase in pay and a decrease in performance);
- the main source of the pay increase (over half) is equity-based, and
- the CEO is a participant of the equity proposal.

Performance decreases are based on negative one- and three-year total shareholder returns. CEO pay increases are based on the CEO's total direct compensation (salary, cash bonus, present value of stock options, face value of restricted stock, face value of long-term incentive plan payouts, and all other compensation) increasing over the previous year.

WITHHOLD votes from the Compensation Committee members when the company has a

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pay for performance disconnect.

On a CASE-BY-CASE basis, vote for equity plans and FOR compensation committee members with a pay-for-performance disconnect if compensation committee members can present strong and compelling evidence of improved committee performance. This evidence must go beyond the usual compensation committee report disclosure. This additional evidence necessary includes all of the following:

- The compensation committee has reviewed all components of the CEO's compensation, including the following:
  - Base salary, bonus, long-term incentives;
  - Accumulative realized and unrealized stock option and restricted stock gains;
  - Dollar value of perquisites and other personal benefits to the CEO and the total cost to the company;
  - Earnings and accumulated payment obligations under the company's nonqualified deferred compensation program;
  - Actual projected payment obligations under the company's supplemental executive retirement plan (SERPs).

A tally sheet setting forth all the above components was prepared and reviewed affixing dollar amounts under the various payout scenarios. (A complete breakdown of pay components also can be found in Disclosure of CEO Compensation - Tally Sheet.)

- A tally sheet with all the above components should be disclosed for the following termination scenarios:
  - Payment if termination occurs within 12 months: $_____;
  - Payment if "not for cause" termination occurs within 12 months: $_____;
  - Payment if "change of control" termination occurs within 12 months: $_____.
- The compensation committee is committed to providing additional information on the named executives' annual cash bonus program and/or long-term incentive cash plan for the current fiscal year. The compensation committee will provide full disclosure of the qualitative and quantitative performance criteria and hurdle rates used to determine the payouts of the cash program. From this disclosure, shareholders will know the minimum

level of performance required for any cash bonus to be delivered, as well as the maximum cash bonus payable for superior performance.

The repetition of the compensation committee report does not meet ISS' requirement of compelling and strong evidence of improved disclosure. The level of transparency and disclosure is at the highest level where shareholders can understand the mechanics of the annual cash bonus and/or long-term incentive cash plan based on the additional disclosure.

- The compensation committee is committed to granting a substantial portion of performance-based equity awards to the named executive officers. A substantial portion of performance-based awards would be at least 50 percent of the shares awarded to each of the named executive officers. Performance-based equity awards are earned or paid out based on the achievement of company performance targets. The company will disclose the details of the performance criteria (e.g., return on equity) and the hurdle rates (e.g., 15 percent) associated with the performance targets. From this disclosure, shareholders will know the minimum level of performance required for any equity grants to be made. The performance-based equity awards do not refer to non-qualified stock options(23) or performance-accelerated grants.(24) Instead, performance-based equity awards are

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performance-contingent grants where the individual will not receive the equity grant by not meeting the target performance and vice versa.

The level of transparency and disclosure is at the highest level where shareholders can understand the mechanics of the performance-based equity awards based on the additional disclosure.

- The compensation committee has the sole authority to hire and fire outside compensation consultants. The role of the outside compensation consultant is to assist the compensation committee to analyze executive pay packages or contracts and understand the company's financial measures.

Three-Year Burn Rate/Burn Rate Commitment

Generally vote AGAINST plans if the company's most recent three-year burn rate exceeds one standard deviation in excess of the industry mean (per the following Burn Rate Table) and is over two percent of common shares outstanding. The three-year burn rate policy does not apply to non-employee director plans unless outside directors receive a significant portion of shares each year.

However, vote FOR equity plans if the company fails this burn rate test but the company commits in a public filing to a three-year average burn rate equal to its GICS group burn rate mean plus one standard deviation, assuming all other conditions for voting FOR the plan have been met.

If a company fails to fulfill its burn rate commitment, vote to WITHHOLD from the compensation committee.

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(23) Non-qualified stock options are not performance-based awards unless the grant or the vesting of the stock options is tied to the achievement of a pre-determined and disclosed performance measure. A rising stock market will generally increase share prices of all companies, despite of the company's underlying performance.

(24) Performance-accelerated grants are awards that vest earlier based on the achievement of a specified measure. However, these grants will ultimately vest over time even without the attainment of the goal(s).

2006 PROXY SEASON BURN RATE TABLE

		RUSSELL 3000			NON-RUSSELL 3000		
GICS	DESCRIPTION	MEAN	STANDARD DEVIATION	MEAN+STDEV	MEAN	STANDARD DEVIATION	MEAN+STDEV
1010	Energy	1.53%	0.96%	2.50%	2.03%	2.53%	4.56%
1510	Materials	1.37%	0.74%	2.11%	2.15%	2.01%	4.16%
2010	Capital Goods	1.84%	1.09%	2.93%	2.74%	2.63%	5.37%
2020	Commercial Services & Supplies	2.73%	1.60%	4.33%	3.43%	4.18%	7.61%
2030	Transportation	1.76%	1.71%	3.47%	2.18%	2.12%	4.30%
2510	Automobiles & Components	1.97%	1.27%	3.24%	2.23%	2.29%	4.51%
2520	Consumer Durables & Apparel	2.04%	1.22%	3.26%	2.86%	2.48%	5.35%
2530	Hotels Restaurants & Leisure	2.22%	1.09%	3.31%	2.71%	2.46%	5.17%
2540	Media	2.14%	1.24%	3.38%	3.26%	2.52%	5.77%
2550	Retailing	2.54%	1.59%	4.12%	4.01%	4.03%	8.03%
3010, 3020, 3030	Food & Staples Retailing	1.82%	1.31%	3.13%	2.20%	2.79%	4.99%
3510	Health Care Equipment & Services	3.20%	1.71%	4.91%	4.33%	3.20%	7.53%
3520	Pharmaceuticals & Biotechnology	3.70%	1.87%	5.57%	5.41%	4.74%	10.15%

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4010	Banks	1.46%	1.00%	2.46%	1.38%	1.42%	2.79%
4020	Diversified Financials	3.00%	2.28%	5.28%	4.46%	4.01%	8.47%
4030	Insurance	1.52%	1.04%	2.56%	2.25%	2.85%	5.10%
4040	Real Estate	1.30%	1.01%	2.31%	1.12%	1.67%	2.79%
4510	Software & Services	5.02%	2.98%	8.00%	6.92%	6.05%	12.97%
4520	Technology Hardware & Equipment	3.64%	2.48%	6.11%	4.73%	4.02%	8.75%
4530	Semiconductors & Semiconductor Equip.	4.81%	2.86%	7.67%	5.01%	3.06%	8.07%
5010	Telecommunication Services	2.31%	1.61%	3.92%	3.70%	3.41%	7.11%
5510	Utilities	0.94%	0.62%	1.56%	2.11%	4.13%	6.24%

For companies that grant both full value awards and stock options to their employees, apply a premium on full value awards for the past three fiscal years as follows:

CHARACTERISTICS	Annual Stock Price Volatility	PREMIUM
High annual volatility	53% and higher	1 full-value award for 1.5 option shares
Moderate annual volatility	25% - 52%	1 full-value award for 2.0 option shares
Low annual volatility	Less than 25%	1 full-value award for 4.0 option shares

Poor Pay Practices

VOTE AGAINST EQUITY PLANS IF THE PLAN IS A VEHICLE FOR POOR COMPENSATION PRACTICES.

WITHOLD FROM COMPENSATION COMMITTEE MEMBERS IF THE COMPANY HAS POOR COMPENSATION PRACTICES.

POOR COMPENSATION PRACTICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- EGREGIOUS EMPLOYMENT CONTRACTS INCLUDING EXCESSIVE SEVERANCE PROVISIONS;
- EXCESSIVE PERKS THAT DOMINATE COMPENSATION;
- HUGE BONUS PAYOUTS WITHOUT JUSTIFIABLE PERFORMANCE LINKAGE;
- PERFORMANCE METRICS THAT ARE CHANGED DURING THE PERFORMANCE PERIOD;
- EGREGIOUS SERP (SUPPLEMENTAL EXECUTIVE RETIREMENT PLANS) PAYOUTS;
- NEW CEO WITH OVERLY GENEROUS HIRING PACKAGE; o INTERNAL PAY DISPARITY;
- OTHER EXCESSIVE COMPENSATION PAYOUTS OR POOR PAY PRACTICES AT THE COMPANY.

SPECIFIC TREATMENT OF CERTAIN AWARD TYPES IN EQUITY PLAN EVALUATIONS:

Dividend Equivalent Rights

Equity plans that have Dividend Equivalent Rights (DERs) associated with them will have a higher calculated award value than those without DERs under the binomial model, based on the value of these dividend streams. The higher value will be applied to new shares, shares available under existing plans, and shares awarded but not exercised per the plan specifications. DERS transfer more shareholder equity to employees and non-employee directors and this cost should be captured.

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Liberal Share Recycling Provisions

Under net share counting provisions, shares tendered by an option holder to pay for the exercise of an option, shares withheld for taxes or shares repurchased by the company on the open market can be recycled back into the equity plan for awarding again. All awards with such provisions should be valued as full-value awards. Stock-settled stock appreciation rights (SSARs) will also be considered as full-value awards if a company counts only the net shares issued to employees towards their plan reserve.

Transferable Stock Option Awards

For transferable stock option award types within a new equity plan, calculate the cost of the awards by setting their forfeiture rate to zero when comparing to the allowable cap. In addition, in order to vote FOR plans with such awards, the structure and mechanics of the on-going transferable stock option program must be disclosed to shareholders; and amendments to existing plans that allow for introduction of transferability of stock options should make clear that only options granted post-amendment shall be transferable.

OTHER COMPENSATION PROPOSALS AND POLICIES

401(k) Employee Benefit Plans

Vote FOR proposals to implement a 401(k) savings plan for employees.

Director Compensation

Vote CASE-BY-CASE on compensation plans for non-employee directors, based on the cost of the plans against the company's allowable cap.

On occasion, director stock plans that set aside a relatively small number of shares when combined with employee or executive stock compensation plans exceed the allowable cap. Vote for the plan if ALL of the following qualitative factors in the board's compensation are met and disclosed in the proxy statement:

- Director stock ownership guidelines with a minimum of three times the annual cash retainer.
- Vesting schedule or mandatory holding/deferral period:
  - A minimum vesting of three years for stock options or restricted stock; or
  - Deferred stock payable at the end of a three-year deferral period.
- Mix between cash and equity:
  - A balanced mix of cash and equity, for example 40% cash/60% equity or 50% cash/50% equity; or
  - If the mix is heavier on the equity component, the vesting schedule or deferral period should be more stringent, with the lesser of five years or the term of directorship.
- No retirement/benefits and perquisites provided to non-employee directors; and
- Detailed disclosure provided on cash and equity compensation delivered to each non-employee director for the most recent fiscal year in a table. The column headers for the table may include the following: name of each non-employee director, annual retainer, board meeting fees, committee retainer, committee-meeting fees, and equity grants.

Director Retirement Plans

Vote AGAINST retirement plans for non-employee directors.

Vote FOR shareholder proposals to eliminate retirement plans for non-employee directors.

Disclosure of CEO Compensation-Tally Sheet

Encourage companies to provide better and more transparent disclosure related to CEO pay. Consider withhold votes in the future from the compensation committee and voting against equity plans if compensation disclosure is not improved and a tally sheet is not provided.

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In addition to the current SEC requirements, the following table sets forth the current minimum standard on CEO pay disclosure according to ISS's guidelines:

<TABLE>
<CAPTION>

COMPONENT	AMOUNT EARNED/GRANTED	DESCRIPTION
<S>	<C>	<C>
Base Salary	Current figure	Explanation of any increase in base salary
Annual Incentive	Target: Actual earned:	Explanation of specific performance measures and actual deliverables. State amount tied to actual performance. State any discretionary bonus.
Stock Options	Number granted: Exercise price: Vesting: Grant value:	Rationale for determining the number of stock options issued to CEO. Accumulated dividend equivalents (if any).

<CAPTION>

COMPONENT	AMOUNT EARNED/GRANTED	DESCRIPTION
<S>	<C>	<C>
Restricted Stock	Number granted: Vesting: Grant value:	Performance based or time based. Rationale for determining the number of restricted stock issued to CEO. Accumulated dividends on vested and unvested portion.
Performance Shares	Minimum: Target: Maximum: Actual earned: Grant value:	Explanation of specific performance measures and actual deliverables. Any dividends on unearned performance shares.
Deferred compensation	Executive portion: Company match (if any): Accumulated executive portion: Accumulated company match (if any):	Provide structure and terms of program. Explanation of interest, formulas, minimum guarantees or multipliers on deferred compensation. Any holding periods on the company match portion. Funding mechanism
Supplemental retirement benefit	Actual projected payment obligations	Provide structure and terms of program. Explanation of formula, additional credits for years not worked, multipliers or interest on SERPs. Funding mechanism.
Executive perquisites	Breakdown of the market value of various perquisites	The types of perquisites provided. Examples: company aircraft, company cars, etc.

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Gross-ups (if any)	Breakdown of gross-ups for any pay component	
Severance associated with change-in-control	Estimated payout amounts for cash, equity and benefits	Single trigger or double trigger.
Severance (Termination scenario under "for cause" and "not for cause")	Estimated payout amounts for cash, equity and benefits under different scenarios	
Post retirement package	Estimated value of consulting agreement and continuation of benefits	
ESTIMATED TOTAL PACKAGE	$	

</TABLE>

See the remedy for Pay for Performance disconnect for a more qualitative description of certain pay components.

Employee Stock Ownership Plans (ESOPs)

Vote FOR proposals to implement an ESOP or increase authorized shares for existing ESOPs, unless the number of shares allocated to the ESOP is excessive (more than five percent of outstanding shares).

Employee Stock Purchase Plans-- Qualified Plans

Vote CASE-BY-CASE on qualified employee stock purchase plans. Vote FOR employee stock purchase plans where all of the following apply:

- Purchase price is at least 85 percent of fair market value;
- Offering period is 27 months or less; and
- The number of shares allocated to the plan is ten percent or less of the outstanding shares.

Vote AGAINST qualified employee stock purchase plans where any of the following apply:

- Purchase price is less than 85 percent of fair market value; or
- Offering period is greater than 27 months; or
- The number of shares allocated to the plan is more than ten percent of the outstanding shares.

Employee Stock Purchase Plans-- Non-Qualified Plans

Vote CASE-by-CASE on nonqualified employee stock purchase plans. Vote FOR nonqualified employee stock purchase plans with all the following features:

- Broad-based participation (i.e., all employees of the company with the exclusion of individuals with 5 percent or more of beneficial ownership of the company);
- Limits on employee contribution, which may be a fixed dollar amount or expressed as a percent of base salary;
- Company matching contribution up to 25 percent of employee's contribution, which is effectively a discount of 20 percent from market value;
- No discount on the stock price on the date of purchase since there is a company matching contribution.

Vote AGAINST nonqualified employee stock purchase plans when any of the plan features do not meet the above criteria. If the company matching contribution exceeds 25 percent of employee's contribution, evaluate the cost of the plan against its allowable cap.

Incentive Bonus Plans and Tax Deductibility Proposals (OBRA-Related Compensation Proposals)

Vote FOR proposals that simply amend shareholder-approved compensation plans to include administrative features or place a cap on the annual grants any one

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participant may receive to comply with the provisions of Section 162(m).

Vote FOR proposals to add performance goals to existing compensation plans to comply with the provisions of Section 162(m) unless they are clearly inappropriate.

Vote CASE-BY-CASE on amendments to existing plans to increase shares reserved and to qualify for favorable tax treatment under the provisions of Section 162(m) as long as the plan does not exceed the allowable cap and the plan does not violate any of the supplemental policies.

Generally vote FOR cash or cash and stock bonus plans that are submitted to shareholders for the purpose of exempting compensation from taxes under the provisions of Section 162(m) if no increase in shares is requested.

Option Exchange Programs/Repricing Options

Vote CASE-by-CASE on management proposals seeking approval to exchange/reprice options taking into consideration:

- Historic trading patterns;
- Rationale for the repricing;
- Value-for-value exchange;
- Treatment of surrendered options;
- Option vesting;
- Term of the option;
- Exercise price;
- Participation.

If the surrendered options are added back to the equity plans for re-issuance, then also take into consideration the company's three-year average burn rate.

Vote FOR shareholder proposals to put option repricings to a shareholder vote.

Stock Plans in Lieu of Cash

Vote CASE-by-CASE on plans which provide participants with the option of taking all or a portion of their cash compensation in the form of stock.

Vote FOR non-employee director only equity plans which provide a dollar-for-dollar cash for stock exchange.

Vote CASE-by-CASE on plans which do not provide a dollar-for-dollar cash for stock exchange. In cases where the exchange is not dollar-for-dollar, the request for new or additional shares for such equity program will be considered using the binomial option pricing model. In an effort to capture the total cost of total compensation, ISS will not make any adjustments to carve out the in-lieu-of cash compensation.

Transfer Programs of Stock Options

One-time Transfers: WITHHOLD votes from compensation committee members if they fail to submit one-time transfers for to shareholders for approval.

Vote CASE-BY-CASE on one-time transfers. Vote FOR if:

- Executive officers and non-employee directors are excluded from participating;
- Stock options are purchased by third-party financial institutions at a discount to their fair value using option pricing models such as Black-Scholes or a Binomial Option Valuation or other appropriate financial models;
- There is a two-year minimum holding period for sale proceeds (cash or stock) for all participants.

Additionally, management should provide a clear explanation of why options are being transferred and whether the events leading up to the decline in stock price were beyond management's control. A review of the company's historic stock price volatility should indicate if the options are likely to be back "in-the-money" over the near term.

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SHAREHOLDER PROPOSALS ON COMPENSATION

Disclosure/Setting Levels or Types of Compensation for Executives and Directors

Generally, vote FOR shareholder proposals seeking additional disclosure of executive and director pay information, provided the information requested is relevant to shareholders' needs, would not put the company at a competitive disadvantage relative to its industry, and is not unduly burdensome to the company.

Vote AGAINST shareholder proposals seeking to set absolute levels on compensation or otherwise dictate the amount or form of compensation.

Vote AGAINST shareholder proposals requiring director fees be paid in stock only.

Vote CASE-BY-CASE on all other shareholder proposals regarding executive and director pay, taking into account company performance, pay level versus peers, pay level versus industry, and long term corporate outlook.

Option Expensing

Generally vote FOR shareholder proposals asking the company to expense stock options, unless the company has already publicly committed to expensing options by a specific date.

Option Repricing

Vote FOR shareholder proposals to put option repricings to a shareholder vote.

Pension Plan Income Accounting

Generally vote FOR shareholder proposals to exclude pension plan income in the calculation of earnings used in determining executive bonuses/compensation.

Performance-Based Awards

Generally vote FOR shareholder proposals advocating the use of performance-based awards like indexed, premium-priced, and performance-vested options or performance-based shares, unless:

- The proposal is overly restrictive (e.g., it mandates that awards to all employees must be performance-based or all awards to top executives must be a particular type, such as indexed options);
- The company demonstrates that it is using a substantial portion of performance-based awards for its top executives, where substantial portion would constitute 50 percent of the shares awarded to those executives for that fiscal year.

Severance Agreements for Executives/Golden Parachutes

Vote FOR shareholder proposals to require golden parachutes or executive severance agreements to be submitted for shareholder ratification, unless the proposal requires shareholder approval prior to entering into employment contracts.

Vote on a CASE-BY-CASE basis on proposals to ratify or cancel golden parachutes. An acceptable parachute should include, but is not limited to, the following:

- The triggering mechanism should be beyond the control of management;

- The amount should not exceed three times base amount (defined as the average annual taxable W-2 compensation during the five years prior to the year in which the change of control occurs;
- Change-in-control payments should be double-triggered, i.e., (1) after a change in control has taken place, and (2) termination of the executive as a result of the change in control. Change in control is defined as a change in the company ownership structure.

Supplemental Executive Retirement Plans (SERPs)

Generally vote FOR shareholder proposals requesting to put extraordinary

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benefits contained in SERP agreements to a shareholder vote unless the company's executive pension plans do not contain excessive benefits beyond what is offered under employee-wide plans.

9. CORPORATE RESPONSIBILITY
CONSUMER ISSUES AND PUBLIC SAFETY

Animal Rights

Generally vote AGAINST proposals to phase out the use of animals in product testing unless:

- The company is conducting animal testing programs that are unnecessary or not required by regulation;
- The company is conducting animal testing when suitable alternatives are accepted and used at peer firms;
- The company has been the subject of recent, significant controversy related to its testing programs.

Generally vote FOR proposals seeking a report on the company's animal welfare standards unless:

- The company has already published a set of animal welfare standards and monitors compliance;
- The company's standards are comparable to or better than those of peer firms; and
- There are no serious controversies surrounding the company's treatment of animals.

Drug Pricing

Generally vote AGAINST proposals requesting that companies implement specific price restraints on pharmaceutical products unless the company fails to adhere to legislative guidelines or industry norms in its product pricing.

Vote CASE-BY-CASE on proposals requesting that the company evaluate their product pricing considering:

- The existing level of disclosure on pricing policies;
- Deviation from established industry pricing norms;
- The company's existing initiatives to provide its products to needy consumers;
- Whether the proposal focuses on specific products or geographic regions.

Drug Reimportation

Generally vote FOR proposals requesting that companies report on the financial and legal impact of their policies regarding prescription drug reimportation unless such information is already publicly disclosed.

Generally vote AGAINST proposals requesting that companies adopt specific policies to encourage or constrain prescription drug reimportation.

Genetically Modified Foods

Vote AGAINST proposals asking companies to voluntarily label genetically engineered (GE) ingredients in their products or alternatively to provide interim labeling and eventually eliminate GE ingredients due to the costs and feasibility of labeling and/or phasing out the use of GE ingredients.

Vote CASE-BY-CASE on proposals asking for a report on the feasibility of labeling products containing GE ingredients taking into account:

- The relevance of the proposal in terms of the company's business and the proportion of it affected by the resolution;
- The quality of the company's disclosure on GE product labeling and related voluntary initiatives and how this disclosure compares with peer company disclosure;
- Company's current disclosure on the feasibility of GE product labeling, including information on the related costs;

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- Any voluntary labeling initiatives undertaken or considered by the company.

Vote CASE-BY-CASE on proposals asking for the preparation of a report on the financial, legal, and environmental impact of continued use of GE ingredients/seeds. Evaluate the following:

- The relevance of the proposal in terms of the company's business and the proportion of it affected by the resolution;
- The quality of the company's disclosure on risks related to GE product use and how this disclosure compares with peer company disclosure;
- The percentage of revenue derived from international operations, particularly in Europe, where GE products are more regulated and consumer backlash is more pronounced.

Vote AGAINST proposals seeking a report on the health and environmental effects of genetically modified organisms (GMOs). Health studies of this sort are better undertaken by regulators and the scientific community.

Vote AGAINST proposals to completely phase out GE ingredients from the company's products or proposals asking for reports outlining the steps necessary to eliminate GE ingredients from the company's products. Such resolutions presuppose that there are proven health risks to GE ingredients (an issue better left to federal regulators) that outweigh the economic benefits derived from biotechnology.

Handguns

Generally vote AGAINST requests for reports on a company's policies aimed at curtailing gun violence in the United States unless the report is confined to product safety information. Criminal misuse of firearms is beyond company control and instead falls within the purview of law enforcement agencies.

HIV/AIDS

Vote CASE-BY-CASE on requests for reports outlining the impact of the health pandemic (HIV/AIDS, malaria and tuberculosis) on the company's Sub-Saharan operations and how the company is responding to it, taking into account:

- The nature and size of the company's operations in Sub-Saharan Africa and the number of local employees;
- The company's existing healthcare policies, including benefits and healthcare access for local workers;
- Company donations to healthcare providers operating in the region.

Vote AGAINST proposals asking companies to establish, implement, and report on a standard of response to the HIV/AIDS, TB, and malaria health pandemic in Africa and other developing countries, unless the company has significant operations in these markets and has failed to adopt policies and/or procedures to address these issues comparable to those of industry peers.

Predatory Lending

Vote CASE-BY CASE on requests for reports on the company's procedures for preventing predatory lending, including the establishment of a board committee for oversight, taking into account:

- Whether the company has adequately disclosed mechanisms in place to prevent abusive lending practices;
- Whether the company has adequately disclosed the financial risks of its subprime business;
- Whether the company has been subject to violations of lending laws or serious lending controversies;
- Peer companies' policies to prevent abusive lending practices.

Tobacco

Most tobacco-related proposals should be evaluated on a CASE-BY-CASE basis, taking into account the following factors:

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Second-hand smoke:

- Whether the company complies with all local ordinances and regulations;
- The degree that voluntary restrictions beyond those mandated by law might hurt the company's competitiveness;
- The risk of any health-related liabilities.

Advertising to youth:

- Whether the company complies with federal, state, and local laws on the marketing of tobacco or if it has been fined for violations;
- Whether the company has gone as far as peers in restricting advertising;
- Whether the company entered into the Master Settlement Agreement, which restricts marketing of tobacco to youth;
- Whether restrictions on marketing to youth extend to foreign countries.

Cease production of tobacco-related products or avoid selling products to tobacco companies:

- The percentage of the company's business affected;
- The economic loss of eliminating the business versus any potential tobacco-related liabilities.

Spin-off tobacco-related businesses:

- The percentage of the company's business affected;
- The feasibility of a spin-off;
- Potential future liabilities related to the company's tobacco business.

Stronger product warnings:

Vote AGAINST proposals seeking stronger product warnings. Such decisions are better left to public health authorities.

Investment in tobacco stocks:

Vote AGAINST proposals prohibiting investment in tobacco equities. Such decisions are better left to portfolio managers.

Toxic Chemicals

Generally vote FOR resolutions requesting that a company discloses its policies related to toxic chemicals.

Vote CASE-BY-CASE on resolutions requesting that companies evaluate and disclose the potential financial and legal risks associated with utilizing certain chemicals, considering:

- Current regulations in the markets in which the company operates;
- Recent significant controversy, litigation, or fines stemming from toxic chemicals or ingredients at the company; and
- The current level of disclosure on this topic.

Generally vote AGAINST resolutions requiring that a company reformulate its products within a certain timeframe unless such actions are required by law in specific markets.

ENVIRONMENT AND ENERGY

Arctic National Wildlife Refuge

Generally vote AGAINST request for reports outlining potential environmental damage from drilling in the Arctic National Wildlife Refuge (ANWR) unless:

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- New legislation is adopted allowing development and drilling in the ANWR region;
- The company intends to pursue operations in the ANWR; and
- The company does not currently disclose an environmental risk report for their operations in the ANWR.

CERES Principles

Vote CASE-BY-CASE on proposals to adopt the CERES Principles, taking into account:

- The company's current environmental disclosure beyond legal requirements, including environmental health and safety (EHS) audits and reports that may duplicate CERES;
- The company's environmental performance record, including violations of federal and state regulations, level of toxic emissions, and accidental spills;
- Environmentally conscious practices of peer companies, including endorsement of CERES;
- Costs of membership and implementation.

Concentrated Area Feeding Operations (CAFOs)

Vote FOR resolutions requesting that companies report to shareholders on the risks and liabilities associated with CAFOs unless:

- The company has publicly disclosed guidelines for its corporate and contract farming operations, including compliance monitoring; or
- The company does not directly source from CAFOs.

Environmental-Economic Risk Report

Vote CASE-BY-CASE on proposals requesting an economic risk assessment of environmental performance considering:

- The feasibility of financially quantifying environmental risk factors;

- The company's compliance with applicable legislation and/or regulations regarding environmental performance;
- The costs associated with implementing improved standards;
- The potential costs associated with remediation resulting from poor environmental performance; and
- The current level of disclosure on environmental policies and initiatives.

Environmental Reports

Generally vote FOR requests for reports disclosing the company's environmental policies unless it already has well-documented environmental management systems that are available to the public.

Global Warming

Generally vote FOR proposals requesting a report on greenhouse gas emissions from company operations and/or products unless this information is already publicly disclosed or such factors are not integral to the company's line of business.

Generally vote AGAINST proposals that call for reduction in greenhouse gas emissions by specified amounts or within a restrictive time frame unless the company lags industry standards and has been the subject of recent, significant fines or litigation resulting from greenhouse gas emissions.

Kyoto Protocol Compliance

Generally vote FOR resolutions requesting that companies outline their preparations to comply with standards established by Kyoto Protocol signatory markets unless:

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- The company does not maintain operations in Kyoto signatory markets;

- The company already evaluates and substantially discloses such information; or,

- Greenhouse gas emissions do not significantly impact the company's core businesses.

Land Use

Generally vote AGAINST resolutions that request the disclosure of detailed information on a company's policies related to land use or development unless the company has been the subject of recent, significant fines or litigation stemming from its land use.

Nuclear Safety

Generally vote AGAINST resolutions requesting that companies report on risks associated with their nuclear reactor designs and/or the production and interim storage of irradiated fuel rods unless:

- The company does not have publicly disclosed guidelines describing its policies and procedures for addressing risks associated with its operations;

- The company is non-compliant with Nuclear Regulatory Commission (NRC) requirements; or

- The company stands out amongst its peers or competitors as having significant problems with safety or environmental performance related to its nuclear operations.

Operations in Protected Areas

Generally vote FOR requests for reports outlining potential environmental damage from operations in protected regions, including wildlife refuges unless: o The company does not currently have operations or plans to develop operations in these protected regions; or,

- The company provides disclosure on its operations and environmental policies in these regions comparable to industry peers.

Recycling

Vote CASE-BY-CASE on proposals to adopt a comprehensive recycling strategy, taking into account:

- The nature of the company's business and the percentage affected;

- The extent that peer companies are recycling;

- The timetable prescribed by the proposal;

- The costs and methods of implementation;

- Whether the company has a poor environmental track record, such as violations of federal and state regulations.

Renewable Energy

In general, vote FOR requests for reports on the feasibility of developing renewable energy sources unless the report is duplicative of existing disclosure or irrelevant to the company's line of business.

Generally vote AGAINST proposals requesting that the company invest in renewable energy sources. Such decisions are best left to management's evaluation of the feasibility and financial impact that such programs may have on the company.

Sustainability Report

Generally vote FOR proposals requesting the company to report on policies and initiatives related to social, economic, and environmental sustainability, unless:

- The company already discloses similar information through existing reports or policies such as an Environment, Health,

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and Safety (EHS) report; a comprehensive Code of Corporate Conduct; and/or a Diversity Report; or

- The company has formally committed to the implementation of a reporting program based on Global Reporting Initiative (GRI) guidelines or a similar standard within a specified time frame.

GENERAL CORPORATE ISSUES

Charitable/Political Contributions

Generally vote AGAINST proposals asking the company to affirm political nonpartisanship in the workplace so long as:

- The company is in compliance with laws governing corporate political activities; and

- The company has procedures in place to ensure that employee contributions to company-sponsored political action committees (PACs) are strictly voluntary and not coercive.

Vote AGAINST proposals to publish in newspapers and public media the company's political contributions as such publications could present significant cost to the company without providing commensurate value to shareholders.

Vote CASE-BY-CASE on proposals to improve the disclosure of a company's political contributions considering:

- Recent significant controversy or litigation related to the company's political contributions or governmental affairs; and

- The public availability of a policy on political contributions.

Vote AGAINST proposals barring the company from making political contributions. Businesses are affected by legislation at the federal, state, and local level and barring contributions can put the company at a competitive disadvantage.

Vote AGAINST proposals restricting the company from making charitable contributions. Charitable contributions are generally useful for assisting worthwhile causes and for creating goodwill in the community. In the absence of bad faith, self-dealing, or gross negligence, management should determine which contributions are in the best interests of the company.

Vote AGAINST proposals asking for a list of company executives, directors, consultants, legal counsels, lobbyists, or investment bankers that have prior government service and whether such service had a bearing on the business of the company. Such a list would be burdensome to prepare without providing any meaningful information to shareholders.

Link Executive Compensation to Social Performance

Vote CASE-BY-CASE on proposals to review ways of linking executive compensation to social factors, such as corporate downsizings, customer or employee satisfaction, community involvement, human rights, environmental performance, predatory lending, and executive/employee pay disparities. Such resolutions should be evaluated in the context of:

- The relevance of the issue to be linked to pay;

- The degree that social performance is already included in the company's pay structure and disclosed;

- The degree that social performance is used by peer companies in setting pay;

- Violations or complaints filed against the company relating to the particular social performance measure;

- Artificial limits sought by the proposal, such as freezing or capping executive pay

- Independence of the compensation committee;

- Current company pay levels.

Outsourcing/Offshoring

Vote CASE-BY-CASE on proposals calling for companies to report on the risks associated with outsourcing, considering:

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- Risks associated with certain international markets;
- The utility of such a report to shareholders;
- The existence of a publicly available code of corporate conduct that applies to international operations.

LABOR STANDARDS AND HUMAN RIGHTS

China Principles

Vote AGAINST proposals to implement the China Principles unless:

- There are serious controversies surrounding the company's China operations; and
- The company does not have a code of conduct with standards similar to those promulgated by the International Labor Organization (ILO).

Country-specific Human Rights Reports

Vote CASE-BY-CASE on requests for reports detailing the company's operations in a particular country and steps to protect human rights, based on:

- The nature and amount of company business in that country;

- The company's workplace code of conduct;
- Proprietary and confidential information involved;
- Company compliance with U.S. regulations on investing in the country;
- Level of peer company involvement in the country.

International Codes of Conduct/Vendor Standards

Vote CASE-BY-CASE on proposals to implement certain human rights standards at company facilities or those of its suppliers and to commit to outside, independent monitoring. In evaluating these proposals, the following should be considered:

- The company's current workplace code of conduct or adherence to other global standards and the degree they meet the standards promulgated by the proponent;
- Agreements with foreign suppliers to meet certain workplace standards; o Whether company and vendor facilities are monitored and how;
- Company participation in fair labor organizations;
- Type of business;
- Proportion of business conducted overseas;
- Countries of operation with known human rights abuses;
- Whether the company has been recently involved in significant labor and human rights controversies or violations;
- Peer company standards and practices;
- Union presence in company's international factories.

Generally vote FOR reports outlining vendor standards compliance unless any of the following apply:

- The company does not operate in countries with significant human rights violations;
- The company has no recent human rights controversies or violations; or
- The company already publicly discloses information on its vendor standards compliance.

MacBride Principles

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Vote CASE-BY-CASE on proposals to endorse or increase activity on the MacBride Principles, taking into account:

- Company compliance with or violations of the Fair Employment Act of 1989;
- Company antidiscrimination policies that already exceed the legal requirements;
- The cost and feasibility of adopting all nine principles;
- The cost of duplicating efforts to follow two sets of standards (Fair Employment and the MacBride Principles);
- The potential for charges of reverse discrimination;
- The potential that any company sales or contracts in the rest of the United Kingdom could be negatively impacted;
- The level of the company's investment in Northern Ireland; o The number of company employees in Northern Ireland;
- The degree that industry peers have adopted the MacBride Principles;
- Applicable state and municipal laws that limit contracts with companies that have not adopted the MacBride Principles.

MILITARY BUSINESS

Foreign Military Sales/Offsets

Vote AGAINST reports on foreign military sales or offsets. Such disclosures may involve sensitive and confidential information. Moreover, companies must comply with government controls and reporting on foreign military sales.

Landmines and Cluster Bombs

Vote CASE-BY-CASE on proposals asking a company to renounce future involvement in antipersonnel landmine production, taking into account:

- Whether the company has in the past manufactured landmine components;
- Whether the company's peers have renounced future production.

Vote CASE-BY-CASE on proposals asking a company to renounce future involvement in cluster bomb production, taking into account:

- What weapons classifications the proponent views as cluster bombs;
- Whether the company currently or in the past has manufactured cluster bombs or their components;
- The percentage of revenue derived from cluster bomb manufacture;
- Whether the company's peers have renounced future production.

Nuclear Weapons

Vote AGAINST proposals asking a company to cease production of nuclear weapons components and delivery systems, including disengaging from current and proposed contracts. Components and delivery systems serve multiple military and non-military uses, and withdrawal from these contracts could have a negative impact on the company's business.

Operations in Nations Sponsoring Terrorism (e.g., Iran)

Vote CASE-BY-CASE on requests for a board committee review and report outlining the company's financial and reputational risks from its operations in a terrorism-sponsoring state, taking into account current disclosure on:

- The nature and purpose of the operations and the amount of business involved (direct and indirect revenues and expenses) that could be affected by political disruption;
- Compliance with U.S. sanctions and laws.

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Spaced-Based Weaponization

Generally vote FOR reports on a company's involvement in spaced-based weaponization unless:

- The information is already publicly available; or
- The disclosures sought could compromise proprietary information.

WORKPLACE DIVERSITY

Board Diversity

Generally vote FOR reports on the company's efforts to diversify the board, unless:

- The board composition is reasonably inclusive in relation to companies of similar size and business; or
- The board already reports on its nominating procedures and diversity initiatives.

Generally vote AGAINST proposals that would call for the adoption of specific committee charter language regarding diversity initiatives unless the company fails to publicly disclose existing equal opportunity or non-discrimination policies.

Vote CASE-BY-CASE on proposals asking the company to increase the representation of women and minorities on the board, taking into account:

- The degree of board diversity;
- Comparison with peer companies;
- Established process for improving board diversity;
- Existence of independent nominating committee;
- Use of outside search firm;
- History of EEO violations.

Equal Employment Opportunity (EEO)

Generally vote FOR reports outlining the company's affirmative action initiatives unless all of the following apply:

- The company has well-documented equal opportunity programs;
- The company already publicly reports on its company-wide affirmative initiatives and provides data on its workforce diversity; and
- The company has no recent EEO-related violations or litigation.

Vote AGAINST proposals seeking information on the diversity efforts of suppliers and service providers, which can pose a significant cost and administration burden on the company.

Glass Ceiling

Generally vote FOR reports outlining the company's progress towards the Glass Ceiling Commission's business recommendations, unless:

- The composition of senior management and the board is fairly inclusive;
- The company has well-documented programs addressing diversity initiatives and leadership development;
- The company already issues public reports on its company-wide affirmative initiatives and provides data on its workforce diversity; and
- The company has had no recent, significant EEO-related violations or litigation.

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Sexual Orientation

Vote FOR proposals seeking to amend a company's EEO statement in order to prohibit discrimination based on sexual orientation, unless the change would result in excessive costs for the company.

Vote AGAINST proposals to ext end company benefits to or eliminate benefits from domestic partners. Benefits decisions should be left to the discretion of the company.

10. MUTUAL FUND PROXIES

Election of Directors

Vote CASE-BY-CASE on the election of directors and trustees, following the same guidelines for uncontested directors for public company shareholder meetings. However, mutual fund boards do not usually have compensation committees, so do not withhold for the lack of this committee.

Converting Closed-end Fund to Open-end Fund

Vote CASE-BY-CASE on conversion proposals, considering the following factors:

- Past performance as a closed-end fund;
- Market in which the fund invests;

- Measures taken by the board to address the discount; and
- Past shareholder activism, board activity, and votes on related proposals.

Proxy Contests

Vote CASE-BY-CASE on proxy contests, considering the following factors:

- Past performance relative to its peers;
- Market in which fund invests;
- Measures taken by the board to address the issues;
- Past shareholder activism, board activity, and votes on related proposals;
- Strategy of the incumbents versus the dissidents;
- Independence of directors;
- Experience and skills of director candidates;
- Governance profile of the company;
- Evidence of management entrenchment.

Investment Advisory Agreements

Vote CASE-BY-CASE on investment advisory agreements, considering the following factors:

- Proposed and current fee schedules;
- Fund category/investment objective;
- Performance benchmarks;
- Share price performance as compared with peers;
- Resulting fees relative to peers;
- Assignments (where the advisor undergoes a change of control).

Approving New Classes or Series of Shares

Vote FOR the establishment of new classes or series of shares.

Preferred Stock Proposals

Vote CASE-BY-CASE on the authorization for or increase in preferred shares, considering the following factors:

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- Stated specific financing purpose;
- Possible dilution for common shares;
- Whether the shares can be used for antitakeover purposes.

1940 Act Policies

Vote CASE-BY-CASE on policies under the Investment Advisor Act of 1940, considering the following factors:

- Potential competitiveness;
- Regulatory developments;
- Current and potential returns; and
- Current and potential risk.

Generally vote FOR these amendments as long as the proposed changes do not fundamentally alter the investment focus of the fund and do comply with the current SEC interpretation.

Changing a Fundamental Restriction to a Nonfundamental Restriction

Vote CASE-BY-CASE on proposals to change a fundamental restriction to a non-fundamental restriction, considering the following factors:

- The fund's target investments;

- The reasons given by the fund for the change; and
- The projected impact of the change on the portfolio.

Change Fundamental Investment Objective to Nonfundamental

Vote AGAINST proposals to change a fund's fundamental investment objective to non-fundamental.

Name Change Proposals

Vote CASE-BY-CASE on name change proposals, considering the following factors: o Political/economic changes in the target market; o Consolidation in the target market; and o Current asset composition.

Change in Fund's Subclassification

Vote CASE-BY-CASE on changes in a fund's sub-classification, considering the following factors:

- Potential competitiveness;
- Current and potential returns;
- Risk of concentration;
- Consolidation in target industry.

Disposition of Assets/Termination/Liquidation

Vote CASE-BY-CASE on proposals to dispose of assets, to terminate or liquidate, considering the following factors:

- Strategies employed to salvage the company;
- The fund's past performance;
- The terms of the liquidation.

Changes to the Charter Document

Vote CASE-BY-CASE on changes to the charter document, considering the following factors:

- The degree of change implied by the proposal;
- The efficiencies that could result;
- The state of incorporation; o Regulatory standards and

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implications.

Vote AGAINST any of the following changes:

- Removal of shareholder approval requirement to reorganize or terminate the trust or any of its series;
- Removal of shareholder approval requirement for amendments to the new declaration of trust;
- Removal of shareholder approval requirement to amend the fund's management contract, allowing the contract to be modified by the investment manager and the trust management, as permitted by the 1940 Act;
- Allow the trustees to impose other fees in addition to sales charges on investment in a fund, such as deferred sales charges and redemption fees that may be imposed upon redemption of a fund's shares;
- Removal of shareholder approval requirement to engage in and terminate subadvisory arrangements;
- Removal of shareholder approval requirement to change the domicile of the fund.

Changing the Domicile of a Fund

Vote CASE-BY-CASE on re-incorporations, considering the following factors:

- Regulations of both states;
- Required fundamental policies of both states;
- The increased flexibility available.

Authorizing the Board to Hire and Terminate Subadvisors Without Shareholder Approval

Vote AGAINST proposals authorizing the board to hire/terminate subadvisors without shareholder approval.

Distribution Agreements

Vote CASE-BY-CASE on distribution agreement proposals, considering the following factors:

- Fees charged to comparably sized funds with similar objectives;
- The proposed distributor's reputation and past performance;
- The competitiveness of the fund in the industry;
- The terms of the agreement.

Master-Feeder Structure

Vote FOR the establishment of a master-feeder structure.

Mergers

Vote CASE-BY-CASE on merger proposals, considering the following factors:

- Resulting fee structure;
- Performance of both funds;
- Continuity of management personnel;
- Changes in corporate governance and their impact on shareholder rights.

SHAREHOLDER PROPOSALS FOR MUTUAL FUNDS

Establish Director Ownership Requirement

Generally vote AGAINST shareholder proposals that mandate a specific minimum amount of stock that directors must own in order to qualify as a director or to remain on the board.

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Reimburse Shareholder for Expenses Incurred

Vote CASE-BY-CASE on shareholder proposals to reimburse proxy solicitation expenses. When supporting the dissidents, vote FOR the reimbursement of the proxy solicitation expenses.

Terminate the Investment Advisor

Vote CASE-BY-CASE on proposals to terminate the investment advisor, considering the following factors:

- Performance of the fund's Net Asset Value (NAV);
- The fund's history of shareholder relations;
- The performance of other funds under the advisor's management.

APPENDIX D

ACKNOWLEDGEMENT AND CERTIFICATION

I acknowledge that I have read the HIML Proxy Voting Principles and Policy (a copy of which has been supplied to me, which I will retain for future reference) and agree to comply in all respects with the terms and provisions thereof. I have disclosed or reported all real or potential conflicts of interest to the Head of Compliance and will continue to do so as matters arise. I have complied with all provisions of this Policy.

Print Name ----------

Date ---------- Signature ----------

APPENDIX C

HENDERSON GLOBAL INVESTORS (NORTH AMERICA) INC.
PROXY VOTING POLICIES AND PROCEDURES

Henderson Global Investors (North America) Inc. ("HGINA") serves as investment adviser to several categories of clients with varying levels of equity security ownership. HGINA attempts to vote proxies in the best interest of the firm's clients. HGINA's policy with respect to certain accounts for which it has proxy voting authority is described below.

DELEGATION TO ISS FOR CERTAIN PMP ACCOUNTS

HGINA has contracted with Institutional Shareholder Services ("ISS"), an independent third party service provider, to provide proxy analyses, vote recommendations, vote execution and record-keeping services with respect to PMP accounts for which it has proxy voting authority. A copy of ISS' Proxy Voting Guidelines Summary is attached in Appendix A hereto. Custodians forward proxy materials for clients who have elected to have HGINA exercise voting authority to ISS. ISS is responsible for exercising the voting rights in accordance with the ISS proxy voting guidelines. If HGINA receives proxy materials in connection with a client's account where the client has, in writing, communicated to HGINA that the client has reserved the right to vote proxies, HGINA will forward to the client any proxy materials it receives with respect to the account. In order to avoid voting proxies in circumstances where HGINA or any of its affiliates have or may have any conflict of interest, real or apparent, HGINA has delegated to ISS the proxy analyses, vote recommendations and voting of proxies.

In the event that ISS recuses itself on a proxy voting matter and makes no recommendation, the Proxy Committee will review the issue and direct ISS as to how to vote the proxies as described below.

DELEGATION TO HIML FOR CERTAIN SERIES OF HENDERSON GLOBAL FUNDS AND CERTAIN INTERNATIONAL EQUITY ACCOUNTS

HGINA has adopted HIML's proxy voting policies ("HIML Policies") contained in Appendices A through C of HIML Proxy Voting Policies and Procedures for certain series of Henderson Global Funds and International Equity Accounts for which it has proxy voting authority.

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In the event that no predetermined HIML Policy exists, the Proxy Voting Committee will review the issue and direct how to vote the proxies as described below.

PROXY COMMITTEE

The Proxy Committee shall have three members, HGINA's Corporate Secretary, HGINA's Chief Compliance Officer and a representative from portfolio management, research or trading with knowledge regarding the relevant company. Two members of the Proxy Committee shall constitute a quorum and the Proxy Committee shall act by a majority vote. The chair of the Proxy Committee shall be chosen by the members of the Proxy Committee. The Proxy Committee shall keep minutes of its meetings that shall be kept with the other corporate records of HGINA.

Proxy Committee meetings shall be called by the Chief Compliance Officer when override submissions are made and in instances when ISS has recused itself from a vote recommendation or where no predetermined HIML Policy exists. In these situations, the Proxy

Committee shall meet and determine how proxies are to be voted in the best interests of clients. In determining how proxies should be voted, the Proxy Committee shall address conflict of interest issues as described below.

ISS Recusal or no HIML Policy

When ISS makes no recommendation on a proxy voting issue or where no predetermined HIML Policy exists, the Proxy Committee will review the issue and direct how to vote the proxies given the following general guidelines. In general HGINA: (1) opposes proposals which act to entrench management; (2) believes that boards should be independent of company management and composed of persons with requisite skills, knowledge and experience; (3) opposes structures that impose financial constraints on changes in control; (4) believes remuneration should be commensurate with responsibilities and performance; and (5) believes that appropriate steps should be taken to ensure the independence of auditors.

Override of ISS Recommendation or HIML Policy

There may be occasions where the HGINA or HIML portfolios managers seek to override ISS's recommendations or a HIML Policy if they believe that ISS's recommendations or HIML Policy are not in accordance with the best interests of clients. In the event that a portfolio manager disagrees with an ISS recommendation or HIML Policy on a particular voting issue, the portfolio manager shall document in writing the reasons that he/she believes that the ISS recommendation or HIML Policy is not in accordance with clients' best interests and submit such written documentation to the HGINA Chief Compliance Officer for consideration by the Proxy Committee. Upon review of the documentation and consultation with the portfolio manager and others as the Proxy Committee deems appropriate, the Proxy Committee may make a determination to override the ISS voting recommendation or HIML Policy if the Committee determines that it is in the best interests of clients and the Committee has addressed conflict of interest issues as discussed below.

Conflicts of Interest

For each director, officer and employee of HGINA ("HGINA person"), the interests of HGINA's clients must come first, ahead of the interest of HGINA and any person within the HGINA organization, which includes HGINA's affiliates.

Accordingly, each HGINA person must not put "personal benefit" whether tangible or intangible before the interests of clients of HGINA or otherwise take advantage of the relationship to HGINA's clients. "Personal benefit" includes any intended benefit for oneself or any other individual, company, group or organization of any kind whatsoever, except a benefit for a client of HGINA, as appropriate. It is imperative that each of HGINA's directors, officers and employees avoid any situation that might compromise, or call into question, the exercise of fully independent judgment in the interests of HGINA's clients.

Occasions may arise where a person or organization involved in the proxy voting process may have a conflict of interest. A conflict of interest may also exist if HGINA has a business relationship with (or is actively soliciting business from) either the company soliciting the proxy or a third party that has a material interest in the outcome of a proxy vote or that is actively lobbying for a particular outcome of a proxy vote. Any individual with knowledge of a conflict of interest relating to a particular referral item shall disclose that conflict to the Chief Compliance Officer.

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The following are examples of situations where a conflict may exist:

- Business Relationships - where HGINA manages money for a company or an employee group, manages pension assets or is actively soliciting any such business, or leases office space from a company;

- Personal Relationships - where a HGINA person has a personal relationship with other proponents of proxy proposals, participants in proxy contests, corporate directors, or candidates for directorships;

- Familial Relationships - where a HGINA person has a known familial relationship relating to a company (e.g. a spouse or other relative who serves as a director of a public company or is employed by the company); and

- Fund Relationships - HGINA may have a conflict because of a relationship to fund shares held in client accounts (e.g., an entity who receives fees from a fund is solicited by the fund to increase those fees).

It is the responsibility of each director, officer and employee of HGINA to report any real or potential conflict of interest to the Chief Compliance Officer who shall present any such information to the Proxy Committee. However, once a particular conflict has been reported to the Chief Compliance Officer, this requirement shall be deemed satisfied with respect to all individuals with knowledge of such conflict.

In addition, all HGINA Proxy Voting Access Persons shall certify annually as to their compliance with this policy. "Proxy Voting Access Person" means (i) any director or executive officer of HGINA; (ii) any employee or associated person (including contract employees) of HGINA who, in connection with his/her regular functions or duties, makes, participates in, or obtains information regarding the purchase or sale of securities for the PMPs. Any identified conflict of interest, whether personal or corporate, shall be communicated by the Chief Compliance Officer to the Proxy Committee.

Proxy Committee Meetings

When a Proxy Committee Meeting is called, whether because of an ISS recusal or where no predetermined HIML Policy exists or request for override of an ISS recommendation or HIML Policy, the Proxy Committee shall review the report of the Chief Compliance Officer as to whether any HGINA person has reported a conflict of interest. In addition, the Chief Compliance Officer, or his designee, shall confirm by a review of the personal holdings reports submitted by HGINA persons whether any HGINA persons in the aggregate own 1% or more of a party interested in the proxy process' equity securities and report such information to the Proxy Committee. The Proxy Committee shall review the information provided to it to determine if an actual conflict of interest exists and the minutes of the Proxy Committee shall (1) describe any conflict of interest, (2) discuss any procedure used to address such conflict of interest, (3) report any contacts from outside parties (other than routine communications from proxy solicitors, and (4) include confirmation that the recommendation as to how the proxies are to be voted is in the best interest of clients and was made without regard to any conflict of interest. Based on the above review, the Proxy Committee will direct how to vote the proxies.

INTERNATIONAL SECURITIES

HGINA purchases or recommends the purchase for its clients of international securities (including ADRs), which may be subject to "share blocking" restrictions. This means that shareholders who vote proxies are not able to trade in that company's securities for a certain period of time on or around the shareholder meeting date. In addition, voting certain international securities may involve unusual costs to the clients. HGINA reserves the right not to vote where share blocking restrictions, unusual costs or other barriers to efficient voting apply.

HENDERSON GLOBAL FUNDS
PART C - OTHER INFORMATION

ITEM 23. EXHIBITS

(a) (i) Declaration of Trust is incorporated herein by reference to the Registrant's Registration Statement filed on Form N-1A with the Commission on June 4, 2001.

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(ii) Written Instrument establishing and designating a Series and Class of Interests with respect to Henderson Worldwide Income Fund is incorporated herein by reference to Post-Effective Amendment No. 5 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 29, 2003.

(iii) Written Instrument establishing and designating a Series and Class of Interests with respect to Henderson US Focus Fund is incorporated herein by reference to Post-Effective Amendment No. 9 to the Registrant's Registration Statement filed on Form N-1A with the Commission on April 28, 2004.

(iv) Written Instrument establishing and designating a Class of Interests with respect to Henderson International Opportunities Fund is incorporated herein by reference to Post-Effective Amendment No. 12 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 29, 2005.

(v) Written Instrument establishing and designating a Class of Interests with respect to Henderson Japan-Asia Focus Fund is incorporated herein by reference to Post-Effective Amendment No. 17 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2006.

(vi) Written Instrument establishing and designating a Class of Interests with respect to Henderson Global Equity Income Fund and Henderson Global Opportunities Fund is incorporated herein by reference to Post-Effective Amendment No. 21 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 28, 2006.

(vii) Written Instrument establishing and designating a Class of Interests with respect to Henderson International Equity Fund and Henderson Global Real Estate Equities Fund is incorporated herein by reference to Post-Effective Amendment No. 26 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2008.

(viii) Written Instrument establishing and designating a Class of Interests with respect to Henderson Industries of the Future Fund is filed herein.

(b) By-Laws are incorporated herein by reference to the Registrant's Registration Statement filed on Form N-1A with the Commission on June 4, 2001.

(c) Not Applicable.

(d) (i) Investment Advisory Agreement between Registrant and Henderson Global Investors (North America) Inc. dated August 31, 2001 is incorporated herein by reference to Post-Effective Amendment No. 2 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 22, 2002.

(ii) Sub-Advisory Agreement between Henderson Global Investors (North America) Inc. and Henderson Investment Management Limited dated August 31, 2001 is incorporated herein by reference to Post-Effective Amendment No. 2 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 22, 2002.

(iii) Letter Agreement to Investment Advisory Agreement between Registrant on behalf of Henderson Worldwide Income Fund and Henderson Global Investors (North America) Inc. is incorporated herein by reference to Post-Effective Amendment No. 6 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 25, 2003.

(iv) Letter Agreement to Investment Advisory Agreement between Registrant on behalf of Henderson US Focus Fund and Henderson Global Investors (North America) Inc. is incorporated herein by reference to Post-Effective Amendment No. 10 to the Registrant's Registration Statement

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filed on Form N-1A with the Commission on November 29, 2004.

(v) Letter Agreement to Investment Advisory Agreement between Registrant and Henderson Global Investors (North America) Inc. dated August 1, 2005 is incorporated herein by reference to Post-Effective Amendment No. 12 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 29, 2005.

(vi) Letter Agreement to Sub-Advisory Agreement between Henderson Global Investors (North America) Inc. and Henderson Investment Management Limited dated August 1, 2005 is incorporated herein by reference to Post-Effective Amendment No. 12 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 29, 2005.

(vii) Letter Agreement to Investment Advisory Agreement between Registrant and Henderson Global Investors (North America) Inc. dated January 31, 2006 is incorporated herein by reference to Post-Effective Amendment No. 17 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2006.

(viii) Letter Agreement to Sub-Advisory Agreement between Henderson Global Investors (North America) Inc. and Henderson Investment Management Limited dated January 31, 2006 is incorporated herein by

reference to Post-Effective Amendment No. 17 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2006.

(ix) Letter Agreement to Investment Advisory Agreement between Registrant and Henderson Global Investors (North America) Inc. dated August 1, 2006 is incorporated herein by reference to Post-Effective Amendment No. 20 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 15, 2006.

(x) Letter Agreement to Investment Advisory Agreement between Registrant on behalf of Henderson Global Equity Income Fund and Henderson Global Opportunities Fund and Henderson Global Investors (North America) Inc. is incorporated herein by reference to Post-Effective Amendment No. 21 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 28, 2006.

(xi) Letter Agreement to Sub-Advisory Agreement between Henderson Global Investors (North America) Inc. and Henderson Investment Management Limited on behalf of Henderson Global Equity Income Fund and Henderson Global Opportunities Fund dated November 30, 2006 is incorporated herein by reference to Post-Effective Amendment No. 22 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 15, 2007.

(xii) Letter Agreement to Sub-Advisory Agreement between Henderson Global Investors (North America) Inc. and Henderson Investment Management Limited dated December 29, 2006 is incorporated herein by reference to Post-Effective Amendment No. 22 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 15, 2007.

(xiii) Letter Agreement to Investment Advisory Agreement between Registrant on behalf of Henderson International Equity Fund, Henderson Global Real Estate Equities Fund and Henderson Global Investors (North America) Inc. is incorporated herein by reference to Post-Effective Amendment No. 26 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2008.

(xiv) Letter Agreement to Sub-Advisory Agreement between Henderson Global Investors (North America) Inc. and Henderson Investment Management Limited on behalf of the Henderson Global Real Estate Equities Fund and Henderson International Equity Fund is filed herein.

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(xv) Sub-Advisory Agreement between Henderson Global Investors (North America) Inc. and Transwestern Securities Management, L.L.C. on behalf of the Henderson Global Real Estate Equities Fund is incorporated herein by reference to Post-Effective Amendment No. 27 to the Registrant's Registration Statement filed on Form N-1A with the Commission on February 27, 2008.

(xvi) Letter Agreement to Investment Advisory Agreement between Registrant on behalf of Henderson Industries of the Futures Fund and Henderson Global Investors (North America) Inc. is filed herein.

(xvii) Letter Agreement to Sub-Advisory Agreement between Henderson Global Investors (North America) Inc. and Henderson Investment Management Limited on behalf of the Henderson Industries of the Future Fund is filed herein.

(e) (i) Distribution Agreement between Registrant and Foreside Fund Services, LLC dated August 31, 2001, as amended September 30, 2004 and amended and restated as of October 1, 2004 is incorporated herein by reference to Post-Effective Amendment No. 10 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 29, 2004.

(ii) Amended Appendix A dated January 31, 2006 to Distribution Agreement between Registrant and Foreside Fund Services, LLC dated August 31, 2001, as amended September 30, 2004 and amended and restated as of October 1, 2004 is incorporated herein by reference to Post-Effective Amendment No. 22 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 15, 2007.

(iii) Amended Appendix A to Distribution Agreement between Registrant and Foreside Fund Services, LLC dated August 31, 2001, as amended September 30, 2004 and amended and restated as of October 1, 2004 is incorporated herein by reference to Post-Effective Amendment No. 26 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2008.

(iv) Amendment to Distribution Agreement between Registrant and Foreside Fund Services, LLC dated August 29, 2008 is filed herein.

(v) Form of Dealer Agreement between Foreside Fund Services, LLC and dealer is filed herein.

(vi) Form of Selling Group Member Agreement between Foreside Fund Services, LLC and intermediary is filed herein.

(f) Not Applicable.

(g) (i) Custodian Agreement between Registrant and State Street Bank and Trust Company dated August 24, 2001 is incorporated herein by reference to Post-Effective Amendment No. 2 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 22, 2002.

(ii) Notice to Custodian Agreement between Registrant on behalf of Henderson Worldwide Income Fund and State Street Bank and Trust Company is incorporated herein by reference to Post-Effective Amendment No. 6 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 25, 2003.

(iii) Notice to Custodian Agreement between Registrant on behalf of Henderson U.S. Core Growth Fund and State Street Bank and Trust Company is incorporated herein by reference to Post-Effective Amendment No. 10 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 29, 2004.

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(iv) Notice to Custodian Agreement between Registrant on behalf of Henderson Japan-Asia Focus Fund and State Street Bank and Trust Company is incorporated herein by reference to Post-Effective Amendment No. 17 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2006.

(v) Notice to Custodian Agreement between Registrant on behalf of Henderson Global Equity Income Fund and Henderson Global Opportunities Fund and State Street Bank and Trust Company is incorporated herein by reference to Post-Effective Amendment No. 21 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 28, 2006.

(vi) Notice to Custodian Agreement between Registrant on behalf of Henderson International Equity Fund and Henderson Global Real Estate Equities Fund and State Street Bank and Trust Company is filed herein.

(vii) Notice to Custodian Agreement between Registrant on behalf of Henderson Industries of Future Fund and State Street Bank and Trust Company is filed herein.

(h) (i) Administration Agreement between Registrant and State Street Bank and Trust Company dated August 31, 2001 is incorporated herein by reference to Post-Effective Amendment No. 2 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 22, 2002.

(ii) Notice to Administration Agreement between Registrant on behalf of Henderson Worldwide Income Fund and State Street Bank and Trust Company is incorporated herein by reference to Post-Effective Amendment No. 7 to the Registrant's Registration Statement filed on Form N-1A with the Commission on February 13, 2004.

(iii) Notice to Administration Agreement between Registrant on behalf of Henderson U.S. Core Growth Fund and State Street Bank and Trust Company is incorporated herein by reference to Post-Effective Amendment No. 10 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 29, 2004.

(iv) Notice to Administration Agreement between Registrant on behalf of Henderson Japan-Asia Focus Fund and State Street Bank and Trust Company is incorporated herein by reference to Post-Effective Amendment No. 17 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2006.

(v) Notice to Administration Agreement between Registrant on behalf of Henderson Global Equity Income Fund and Henderson Global Opportunities Fund and State Street Bank and Trust Company is incorporated herein by reference to Post-Effective Amendment No. 21 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 28, 2006.

(vi) Transfer Agency and Service Agreement between Registrant and State Street Bank and Trust Company dated September 1, 2001 is incorporated herein by reference to Post-Effective Amendment No. 2 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 22, 2002.

(vii) Amendment to Transfer Agency and Service Agreement between Registrant and State Street Bank and Trust Company dated March 18, 2003 is incorporated herein by reference to Post-Effective Amendment No. 5 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 29, 2003.

(viii) Notice to Transfer Agency and Service Agreement between Registrant on behalf of Henderson Worldwide Income Fund and State Street Bank and Trust Company is incorporated herein by reference to Post-Effective Amendment No. 6 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 25, 2003.

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(ix) Notice to Transfer Agency and Service Agreement between Registrant on behalf of Henderson U.S. Core Growth Fund and State Street Bank and Trust Company is incorporated herein by reference to Post-Effective Amendment No. 10 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 29, 2004.

(x) Amendment to Transfer Agency and Service Agreement between Registrant and State Street Bank and Trust Company dated September 30, 2004 is incorporated herein by reference to Post-Effective Amendment No. 10 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 29, 2004.

(xi) Notice to Transfer Agency and Service Agreement between Registrant on behalf of Henderson Japan-Asia Focus Fund and State Street Bank and Trust Company is incorporated herein by reference to Post-Effective Amendment No. 17 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2006.

(xii) Notice to Transfer Agency and Service Agreement between Registrant on behalf of Henderson Global Equity Income Fund and Henderson Global Opportunities Fund and State Street Bank and Trust Company is incorporated herein by reference to Post-Effective Amendment No. 21 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 28, 2006.

(xiii) Amendment to Transfer Agency and Service Agreement between Registrant and State Street Bank and Trust Company dated July 1, 2006 is incorporated herein by reference to Post-Effective Amendment No. 20 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 15, 2006.

(xiv) Amended and Restated Expense Limitation Agreement dated August 31, 2001, as amended and restated November 4, 2002, June 9, 2005 and June 9, 2006 between Henderson Global Investors (North America) Inc. and the Registrant, on behalf of the Henderson European Focus Fund is incorporated herein by reference to Post-Effective Amendment No. 20 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 15, 2006.

(xv) Amended and Restated Expense Limitation Agreement dated August 31, 2001, as amended and restated November 4, 2002, June 9, 2005 and June 9, 2006 between Henderson Global Investors (North America) Inc. and the Registrant, on behalf of the Henderson Global Technology Fund is incorporated herein by reference to Post-Effective Amendment No. 20 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 15, 2006.

(xvi) Amended and Restated Expense Limitation Agreement dated August 31, 2001, as amended and restated November 4, 2002, June 9, 2005 and June 9, 2006 between Henderson Global Investors (North America) Inc. and the Registrant, on behalf of the Henderson International Opportunities Fund is incorporated herein by reference to Post-Effective Amendment No. 20 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 15, 2006.

(xvii) Amended and Restated Expense Limitation Agreement dated August 31, 2001, as amended and restated November 4, 2002, June 9, 2005 and June 9, 2006 between Henderson Global Investors (North America) Inc. and the Registrant, on behalf of the Henderson Worldwide Income Fund is incorporated herein by reference to Post-Effective Amendment No. 20 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 15, 2006.

(xviii) Amended and Restated Expense Limitation Agreement dated August 31, 2001, as amended and restated November 4, 2002, June 9, 2005 and June 9, 2006 between Henderson Global Investors

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(North America) Inc. and the Registrant, on behalf of the Henderson US Focus Fund is incorporated herein by reference to Post-Effective Amendment No. 20 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 15, 2006.

(xix) Amended and Restated Expense Limitation Agreement dated January 31, 2006, as amended and restated June 9, 2006 between Henderson Global Investors (North America) Inc. and the Registrant, on behalf of the Henderson Japan-Asia Focus Fund is incorporated herein by reference to Post-Effective Amendment No. 20 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 15, 2006.

(xx) Expense Limitation Agreement between Henderson Global Investors (North America) Inc. and the Registrant, on behalf of the Henderson Global Equity Income Fund and Global Opportunities Fund is incorporated herein by reference to Post-Effective Amendment No. 21 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 28, 2006.

(xxi) Notice to Administration Agreement between Registrant on behalf of Henderson International Equity Fund, Henderson Global Real Estate Equities Fund and State Street Bank and Trust Company is filed herein.

(xxii) Notice to Transfer Agency and Service Agreement between Registrant on behalf of Henderson International Equity Fund, Henderson Global Real Estate Equities Fund and State Street Bank and Trust Company is incorporated herein by reference to Post-Effective Amendment No. 26 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2008.

(xxiii) Expense Limitation Agreement between Henderson Global Investors (North America) Inc. and the Registrant, on behalf of the Henderson Global Equities Fund and Henderson International Equity Fund is incorporated herein by reference to Post-Effective Amendment No. 26 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2008.

(xxiv) Notice to Administration Agreement between Registrant on behalf of Henderson Industries of Future Fund and State Street Bank and Trust Company is filed herein.

(xxv) Notice to Transfer Agency and Service Agreement between Registrant on behalf of Industries of Future Fund and State Street Bank and Trust Company is filed herein.

(xxvi) Expense Limitation Agreement between Henderson Global Investors (North America) Inc. and the Registrant, on behalf of the Henderson Industries of Future Fund is filed herein.

(i) (i) Opinion and consent of counsel is incorporated herein by reference to Post-Effective Amendment No. 2 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 22, 2002.

(ii) Opinion and consent of counsel with respect to Henderson Income Advantage Fund is incorporated herein by reference to Post-Effective Amendment No. 5 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 29, 2003.

(iii) Opinion and consent of counsel with respect to Henderson U.S. Core Growth Fund is incorporated herein by reference to Post-Effective Amendment No. 9 to the Registrant's Registration Statement filed on Form N-1A with the Commission on April 28, 2004.

(iv) Opinion and consent of counsel with respect to Henderson

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International Opportunities Fund Class R shares is incorporated herein by reference to Post-Effective Amendment No. 12 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 29, 2005.

(v) Opinion and consent of counsel with respect to Henderson Japan-Asia Focus Fund is incorporated herein by reference to Post-Effective Amendment No. 17 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2006.

(vi) Opinion and consent of counsel with respect to Henderson Global Equity Income Fund and Henderson Global Opportunities Fund is incorporated herein by reference to Post-Effective Amendment No. 21 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 28, 2006.

(vii) Opinion and consent of counsel with respect to Henderson International Equity Fund is incorporated herein by reference to Post-Effective Amendment No. 26 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2008.

(viii) Opinion and consent of counsel with respect to Henderson Global Real Estate Equities Fund is incorporated herein by reference to Post-Effective Amendment No. 27 to the Registrant's Registration Statement filed on Form N-1A with the Commission on February 27, 2008.

(ix) Opinion and consent of counsel with respect to Henderson Industries of the Future Fund is filed herein.

(j) Consent of Independent Registered Public Accounting Firm is filed herein.

(k) Not Applicable.

(l) (i) Subscription Agreement dated August 30, 2001 is incorporated herein by reference to Post-Effective Amendment No. 2 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 22, 2002.

(ii) Subscription Agreement for Henderson Income Advantage Fund is incorporated herein by reference to Post-Effective Amendment No. 6 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 25, 2003.

(iii) Subscription Agreement for Henderson U.S. Core Growth Fund is incorporated herein by reference to Post-Effective Amendment No. 10 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 29, 2004.

(iv) Subscription Agreement for Henderson Japan-Asia Focus Fund is incorporated herein by reference to Post-Effective Amendment No. 17 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2006.

(v) Subscription Agreement for Henderson Global Equity Income Fund and Henderson Global Opportunities Fund is incorporated herein by reference to Post-Effective Amendment No. 21 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 28, 2006.

(vi) Subscription Agreement for the Henderson International Equity Fund and Henderson Global Real Estate Equities Fund is incorporated herein by reference to Post-Effective Amendment No. 24 to the Registrant's Registration Statement is incorporated herein by reference to Post-Effective Amendment No. 26 to the Registrant's Registration Statement filed on Form N-1A with the Commission on January 31, 2008.

(vii) Subscription Agreement for the Henderson Industries of the Future Fund is filed herein.

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(m) Rule 12b-1 Plan dated August 21, 2001, as amended December 13, 2001, June 9, 2005, December 20, 2005 and November 1, 2006 is incorporated herein by reference to Post-Effective Amendment No. 21 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 28, 2006.

(n) Multi-Class Plan dated August 21, 2001, as amended March 19, 2004, June 9, 2005, December 20, 2005 and November 1, 2006 is incorporated herein by reference to Post-Effective Amendment No. 21 to the Registrant's Registration Statement filed on Form N-1A with the Commission on November 28, 2006.

(o) Reserved.

(p) (i) Code of Ethics of Registrant, Henderson Global Investors (North America) Inc. and Henderson Investment Management Ltd dated August 20, 2001 with amendments to be effective July 1, 2008 is filed herein.

(p) (ii) Code of Ethics of Transwestern Securities Management, L.L.C. is incorporated herein by reference to Post-Effective Amendment No. 24 to the Registrant's Registration Statement filed on Form N-1A with the Commission on December 14, 2007.

(q) (i) Power of Attorney for Messrs. Wurtzebach, Baker and Gerst is incorporated herein by reference to Pre-Effective Amendment No. 2 to the Registrant's Registration Statement filed on Form N-1A with the Commission on August 28, 2001.

(ii) Power of Attorney for Mr. Chesley is incorporated herein by reference to Post-Effective Amendment No. 1 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 27, 2002.

ITEM 24. PERSONS CONTROLLED BY OR UNDER COMMON CONTROL WITH REGISTRANT.

Not Applicable.

ITEM 25. INDEMNIFICATION

Article V. Section 5.2 or the Registrant's Declaration of Trust provides that the Trust shall indemnify each of its Trustees, officers, employees, and agents (including Persons who serve at its request as directors, officers or trustees of another organization in which it has any interest, as a shareholder, creditor or otherwise) against all liabilities and expenses (including amounts paid in satisfaction of judgments, in compromise, as fines and penalties, and as counsel fees) reasonably incurred by him or her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office or thereafter, by reason of his or her being or having been such a Trustee, officer, employee or agent, except with respect to any matter as to which he or she shall have been adjudicated to have acted in bad faith, willful misfeasance, gross negligence or reckless disregard of his or her duties; provided, however, that as to any matter disposed of by a compromise payment by such Person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless there has been a determination that such Person did not engage in willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his or her office by the court or other body approving the settlement or other disposition or by a reasonable determination, based upon review of readily available facts (as opposed to a full trial-type inquiry), that he or she did not engage in such conduct or by a reasonable determination, based upon a review of the facts, that such Person was not liable by reason of such conduct, by (a) the vote of a majority of a quorum of Trustees who are neither "interested persons" of the Trust as defined in Section 2(a)(19) of the 1940 Act nor parties to the proceeding, or (b) a written opinion from independent legal counsel approved by the Trustees. The rights accruing to any Person under these provisions shall not exclude any other right to which he or she may be lawfully entitled; provided that no Person may satisfy

any right of indemnity or reimbursement granted herein or in Section 5.1 or to which he or she may be otherwise entitled except out of the Trust Property. The Trustees may make advance payments in connection with indemnification under this Section 5.2, provided that the indemnified Person shall have given a written

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undertaking to reimburse the Trust in the event it is subsequently determined that he or she is not entitled to such indemnification. All payments shall be made in compliance with Section 17(h) of the 1940 Act.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to Trustees, Officers and controlling persons of the Registrant by the Registrant pursuant to the Trust's Declaration of Trust, its By-Laws or otherwise, the Registrant is aware that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Act and, therefore, is unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by Trustees, officers or controlling persons of the Registrant in connection with the successful defense of any act, suit or proceeding) is asserted by such Trustees, officers or controlling persons in connection with shares being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issues.

Registrant has obtained insurance coverage for its Trustees and officers.

ITEM 26. BUSINESS AND OTHER CONNECTIONS OF INVESTMENT ADVISER

Henderson Global Investors (North America) Inc. (the "Adviser") serves as the investment adviser of the Registrant and other institutional investors and individual investors. Henderson Investment Management Limited ("Henderson") serves as the investment subadviser of the Registrant and other investment companies and institutional investors. The principal executive officers of the investment adviser and subadviser and their positions with the investment adviser and subadviser are:

Name	Position with Adviser
Charles H. Wurtzebach	Managing Director and President
Douglas G. Denyer	Vice President and Treasurer
James O'Brien	Chief Operating Officer and Vice President
Ken Kalina	Chief Compliance Officer
Christopher K. Yarbrough	Secretary
Megan Wolfinger	Assistant Secretary

Name	Position with Henderson
Nicholas T. Hiscock	Director
Andrew J. Boorman	Director
Andrew J. Formica	Director
David J. Jacob	Director
James N. B. Darkins	Director
Roger P. Yates	Managing Director

For further information relating to the Adviser's and Henderson's officers, reference is made to Form ADV filed under the Investment Advisers Act of 1940 by Henderson Global

Investors (North America) Inc. - SEC File No. 801-47202; and Henderson Investment Management Ltd. - SEC File No. 801-55577.

Transwestern Securities Management, L.L.C. located at 150 North Wacker Drive, Suite 800, Chicago, Illinois 60606 serves as the investment subadviser for the Henderson Global Real Estate Equities Fund of the Registrant. The principal executive officers of the subadviser and their positions with subadviser are:

Name	Position with Subadviser
Fox, James, Alan	Chief Compliance Officer
McNamara, James, Patrick	Director Of Operations
Pratt, Reagan, Adam	Member
Kammert, James, Hall	Member
Lyons, Douglas, Wechsler	Management Committee Member

For further information relating to the Subadviser's officers, reference is made to Form ADV filed under the Investment Advisers Act of 1940 by Transwestern Securities Management, L.L.C. - SEC File No. 801-67583.

ITEM 27. PRINCIPAL UNDERWRITERS.

(a) Foreside Fund Services, LLC, Registrant's underwriter, serves as underwriter for the following investment companies registered under the Investment Company Act of 1940, as amended: Century Capital Management Trust, American Beacon

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Funds, American Beacon Mileage Funds, American Beacon Select Funds, Forum Funds, Ironwood Series Trust, Monarch Funds, Sound Shore Fund, Inc., Bridgeway Funds, Inc., Wintergreen Fund, Inc., Central Park Group Multi-Event Fund, CNL Funds, Japan Fund, Inc., Hirtle Callaghan Trust, SPA ETF Trust and Henderson Global Funds.

(b) The following officers of Foreside Fund Services, LLC, the Registrant's underwriter, hold the following positions with the Registrant. Their business address is Two Portland Square, Portland, Maine 04101.

<TABLE>
<CAPTION>

Name	Position with Underwriter	Position with Registrant
<S>	<C>	<C>
Carl A. Bright	President and Treasurer	None
Richard J. Berthy	Vice President and Assistant Treasurer	None
Nanette K. Chern	Chief Compliance Officer, Secretary and Vice President	None
Mark A. Fairbanks	Deputy Chief Compliance Officer, Vice President and Assistant Secretary	None

</TABLE>

(c) Not Applicable.

ITEM 28. LOCATION OF ACCOUNTS AND RECORDS

The account books and other documents required to be maintained by Registrant pursuant to Section 31(a) of the Investment Company Act of 1940 and the Rules thereunder will be maintained at the offices of:

(a) Henderson Global Investors (North America) Inc., 737 North Michigan Avenue, Suite 1700, Chicago, Illinois 60611 (records as investment adviser);

(b) Henderson Investment Management Ltd., 4 Broadgate, London UK EC2M 20A (records as investment subadviser);

(c) Transwestern Securities Management, L.L.C., 150 North Wacker Drive, Suite 800, Chicago, Illinois 60606 (records as investment subadviser);

(d) State Street Bank and Trust Company, One Lincoln Street, Boston, MA 02111 (records as administrator and custodian);

(e) Boston Financial Data Services, 1250 Hancock Street, Presidents Place, Suite 300N, Quincy, MA 02169 (records as transfer agent); and

(f) Foreside Fund Services, LLC, Two Portland Square, Portland, Maine 04101 (records as distributor).

ITEM 29. MANAGEMENT SERVICES

The Registrant has no management related service contract which is not discussed in Part A or Part B of this form.

ITEM 30. UNDERTAKINGS

Not Applicable.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended and the Investment Pursuant to the requirements of the Securities Act of 1933, as amended and the Investment Company Act of 1940, as amended, the Registrant certifies that this Post-Effective Amendment No. 29 to the Registration Statement meets all the requirements for effectiveness pursuant to Rule 485(b) of the Securities Act of 1933, as amended, and the Registrant has duly caused this Post-Effective Amendment No. 29 and Amendment No. 31 under the Investment Company Act of 1940, as amended to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the in City of Chicago, and State of Illinois, on the 29th day of August, 2008.

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HENDERSON GLOBAL FUNDS

By: /s/ Sean Dranfield

Trustee and President

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

SIGNATURES	TITLE	DATE
By: /s/ Charles H. Wurtzebach* Charles H. Wurtzebach	Trustee	August 29, 2008
By: /s/ Roland C. Baker* Roland C. Baker	Trustee	August 29, 2008
By: /s/ Faris F. Chesley* Faris F. Chesley	Trustee	August 29, 2008
By: /s/ C. Gary Gerst* C. Gary Gerst	Trustee	August 29, 2008
By: /s/ Sean Dranfield Sean Dranfield	Trustee and President (principal executive officer)	August 29, 2008
By: /s/ Scott E. Volk Scott E. Volk	Treasurer (principal financial officer/ principal accounting officer)	August 29, 2008

*By:/s/ Sean Dranfield

Sean Dranfield

*Pursuant to powers of attorney filed with Pre-Effective Amendment No. 2 to the Registrant's Registration Statement filed on Form N-1A with the Commission on August 28, 2001 and Post-Effective Amendment No. 1 to the Registrant's Registration Statement filed on Form N-1A with the Commission on September 27, 2002.

HENDERSON GLOBAL FUNDS

EXHIBIT INDEX

EXHIBIT NUMBER	EXHIBIT
(a)(viii)	Written Instrument establishing and designating a Class of Interests
(d)(xiv)	Letter Agreement to Investment Sub-Advisory Agreement between Registrant and Henderson Investment Management Limited
(d)(xvi)	Letter Agreement to Investment Advisory Agreement between Registrant and Henderson Global Investors (North America) Inc.
(d)(xvii)	Letter Agreement to Investment Sub-Advisory Agreement between Registrant and Henderson Investment Management Limited
(e)(iv)	Amendment to Distribution Agreement between Registrant and Foreside Fund Services, LLC
(e)(v)	Form of Dealer Agreement
(e)(vi)	Form of Selling Group Member Agreement
(g)(vi)	Notice to Custodian Agreement between Registrant and State Street Bank and Trust Company
(g)(vii)	Notice to Custodian Agreement between Registrant and

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		State Street Bank and Trust Company
(h)	(xxi)	Notice to Administration Agreement between Registrant and State Street Bank and Trust Company
(h)	(xxiv)	Notice to Administration Agreement between Registrant and State Street Bank and Trust Company
(h)	(xxv)	Notice to Transfer Agency and Service Agreement between Registrant and State Street Bank and Trust Company
(h)	(xxvi)	Expense Limitation Agreement between Henderson Global Investors (North America) Inc. and the Registrant
(i)	(ix)	Opinion and consent of counsel
(j)		Consent of Independent Registered Public Accounting Firm
(l)	(vii)	Subscription Agreement for the Henderson Industries of the Future Fund
(p)	(i)	Code of Ethics of Registrant, Henderson Global Investsors (North America) Inc. and Henderson Investment Management Ltd.

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HENDERSON GLOBAL FUNDS

WRITTEN INSTRUMENT ESTABLISHING AND DESIGNATING SERIES AND CLASS OF INTERESTS

The undersigned, the Trustees of the Henderson Global Funds (the "Trust"), a statutory trust organized pursuant to a Declaration of Trust dated May 11, 2001, as amended (the "Declaration of Trust"), pursuant to Sections 6.2 and 6.3 of Article VI of the Declaration of Trust, do hereby establish and designate a new series of Interests of the Trust to be known as the Henderson [Industries of the Future] Fund (the "New Series"), and further do hereby establish two classes of shares of beneficial interest of the New Series (the "Shares") designated Class [A] and Class [C] (each, a "Class"). The New Series and Shares of each Class shall be redeemable and have the same voting, dividend, liquidation and other rights, preferences and powers, restrictions, limitations, qualifications, terms and conditions, as set forth in the Declaration of Trust with respect to the Series and Class set forth herein.

(SIGNATURE PAGE FOLLOWS)

(SIGNATURE PAGE- HENDERSON GLOBAL FUNDS- WRITTEN INSTRUMENT ESTABLISHING AND DESIGNATION SERIES AND CLASSES FOLLOWS)

IN WITNESS WHEREOF, the undersigned have this 13th day of June, 2008 signed these presents, in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same documents.

/s/ C. Gary Gerst

C. Gary Gerst,

Chairman and Trustee

/s/ Roland C. Baker

Roland C. Baker, Trustee

/s/ Faris F. Chesley

Faris F. Chesley, Trustee

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/s/ Sean Dranfield

Sean Dranfield, Trustee

/s/ Charles H. Wurtzebach

Charles H. Wurtzebach, Trustee

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LETTER AGREEMENT

Henderson Global Investors (North America) Inc.
737 N. Michigan, Suite 1700
Chicago, Illinois 60611

This Agreement is made as of this 31st day of January 2008 between HENDERSON GLOBAL INVESTORS (NORTH AMERICA) INC. (the "Adviser") and HENDERSON INVESTMENT MANAGEMENT LIMITED (the "Subadviser").

WHEREAS, the Adviser and the Subadviser have entered into a Sub-Advisory Agreement dated August 31, 2001 (the "Sub-Advisory Agreement"), as amended by letter agreement dated August 1, 2005, January 31, 2006, November 30, 2006 and December 29, 2007 under which the Adviser has agreed to retain the Subadviser to render investment advisory services to the Henderson European Focus Fund, Henderson Global Equity Income Fund, Henderson Global Opportunities Fund, Henderson Global Technology Fund, Henderson International Opportunities Fund and Henderson Japan-Asia Focus Fund (the "Existing HIML Sub-Advised Portfolios") of the Henderson Global Funds (the "Trust"), and the Subadviser has agreed to render such services to the Existing HIML Sub-Advised Portfolios, together with any other Trust portfolios that may be established later;

WHEREAS, pursuant to Paragraph 1 of the Sub-Advisory Agreement, the Adviser hereby notifies the Subadviser of its desire to retain the Subadviser to render investment advisory services to two additional portfolios of the Trust to be known as the Henderson International Equity Fund and Henderson Global Real Estate Equities Fund (each a "New Portfolio" and collectively, the "New Portfolios"); and

WHEREAS, by signing this Agreement below, the Subadviser agrees to render such services, whereupon each New Portfolio shall become a Portfolio under the Sub-Advisory Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Adviser and the Subadviser agree as follows:

1. The Adviser hereby appoints the Subadviser as subadviser for the Henderson International Equity Fund and the Henderson Global Real Estate Equities Fund under the Sub-Advisory Agreement and the Subadviser hereby accepts such appointment and agrees to perform the services and duties set forth in the Sub-Advisory Agreement for such portion of the assets of each New Portfolio as Adviser shall from time to time designate on the terms set forth therein, except as otherwise provided in this Agreement.

2. This Agreement shall become effective as of the date first above written and, unless sooner terminated as provided in Paragraph 3 of the Sub-Advisory Agreement, shall continue until August 30, 2009. Thereafter, this Agreement will be extended with respect to each New

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Portfolio for successive one-year periods ending on August 30 of each year, subject to the provisions of Paragraph 3 of the Advisory Agreement.

3. For the services provided and the expenses assumed under this Agreement, the Adviser shall pay the Subadviser a fee based on the assets managed by the Subadviser, computed daily and payable monthly, at an annual rate equal to:

Henderson International Equity Fund:

0.35% on the first $250 million of daily net assets;
0.30% on the next $250 million of daily net assets;
0.25% on the next $500 million of daily net assets; and
0.20% on average daily net assets over $1.0 billion

Henderson Global Real Estate Equities Fund:

0.35% of the first $250 million of daily net assets;
0.30% on the next $250 million of daily net assets;
0.25% on the next $500 million of daily net assets; and
0.20% on average daily net assets over $1.0 billion

4. All the other terms and conditions of the Sub-Advisory Agreement shall remain in full effect.

5. This Agreement is hereby incorporated by reference into the Sub-Advisory Agreement and is made a part thereof. In case of a conflict between this Agreement and the Sub-Advisory Agreement, the terms of the Sub-Advisory Agreement are controlling.

IN WITNESS WHEREOF, the Adviser and the Subadviser have cause this Agreement to be executed as of the day and year first above written.

HENDERSON GLOBAL INVESTORS (NORTH AMERICA) INC.

By: /s/ James O'Brien

Name: James O'Brien
Title:

HENDERSON INVESTMENT MANAGEMENT LIMITED

By: /s/ Nicholas T. Hiscock

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Name:
Title:

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LETTER AGREEMENT

Henderson Global Funds
737 N. Michigan, Suite 1700
Chicago, Illinois 60611

This Agreement is made as of this 29th day of August 2008 between HENDERSON GLOBAL FUNDS, a Delaware statutory trust (the "Trust") and HENDERSON GLOBAL INVESTORS (NORTH AMERICA) INC., a Delaware corporation (the "Adviser").

WHEREAS, the Trust and the Adviser have entered into an Investment Advisory Agreement dated August 31, 2001, as amended by letter agreements dated September 24, 2003, April 30, 2004, August 1, 2005, January 31, 2006, August 1, 2006, November 30, 2006 and January 31, 2008, under which the Trust has agreed to retain the Adviser to render investment advisory and management services to the Henderson European Focus Fund, Henderson Global Equity Income Fund, Henderson Global Opportunities Fund, Henderson Global Real Estate Equities Fund, Henderson Global Technology Fund, Henderson International Equity Fund, Henderson International Opportunities Fund, Henderson Japan-Asia Focus Fund, Henderson US Focus Fund and Henderson Worldwide Income Fund (the "Existing Portfolios"), and the Adviser has agreed to render such services to the Existing Portfolios, together with any other Trust portfolios that may be established later (collectively, the "Portfolios" and individually a "Portfolio");

WHEREAS, pursuant to Paragraph 2 of the Advisory Agreement, the Trust hereby notifies the Adviser of its desire to retain the Adviser to render investment advisory and management services to one additional portfolio to be known as the Henderson Industries of the Future Fund (the "New Portfolio"); and

WHEREAS, by signing this Agreement below, the Adviser agrees to render such services, whereupon the New Portfolio shall become a Portfolio under the Advisory Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Trust and the Adviser agree as follows:

1. The Trust hereby appoints the Adviser as investment adviser and manager for the New Portfolio under the Advisory Agreement and the Adviser hereby accepts such appointment and agrees to perform the services and duties set forth in the Advisory Agreement on the terms set forth therein, except as otherwise provided in this Agreement.

2. This Agreement shall become effective as of the date first above written and, unless sooner terminated as provided in Paragraph 7 of the Advisory Agreement, shall continue until August 30, 2009. Thereafter, this Agreement will be extended with respect to the New Portfolio for successive one-year periods ending on August 30 of each year, subject to the provisions of Paragraph 7 of the Advisory Agreement.

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3. For the services provided and the expenses assumed under this Agreement, the Trust shall pay the Adviser a fee for the New Portfolio, computed daily and payable monthly, at an annual rate equal to:

Henderson Industries of the Future Fund:
1.00% on the first $500 million of average daily net assets;
0.90% on the next $1 billion of average daily net assets;
0.85% on average daily net assets over $1.5 billion

4. All the other terms and conditions of the Advisory Agreement shall remain in full effect.

5. This Agreement is hereby incorporated by reference into the Advisory Agreement and is made a part thereof. In case of a conflict between this Agreement and the Advisory Agreement, the terms of the Advisory Agreement are controlling.

IN WITNESS WHEREOF, the Trust and the Adviser have cause this Agreement to be executed as of the day and year first above written.

HENDERSON GLOBAL FUNDS

By: /s/ Scott E. Volk

Name: Scott E. Volk
Title: Treasurer

HENDERSON GLOBAL INVESTORS (NORTH AMERICA) INC.

By: /s/ Chris Yarbrough

Name: Chris Yarbrough
Title: Corporate Secretary

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LETTER AGREEMENT

Henderson Global Investors (North America) Inc.
737 N. Michigan, Suite 1700
Chicago, Illinois 60611

This Agreement is made as of this 29th day of August 2008 between HENDERSON GLOBAL INVESTORS (NORTH AMERICA) INC. (the "Adviser") and HENDERSON INVESTMENT MANAGEMENT LIMITED (the "Subadviser").

WHEREAS, the Adviser and the Subadviser have entered into a Sub-Advisory Agreement dated August 31, 2001 (the "Sub-Advisory Agreement"), as amended by letter agreement dated August 1, 2005, January 31, 2006, November 30, 2006, December 29, 2007 and January 31, 2008 under which the Adviser has agreed to retain the Subadviser to render investment advisory services to the Henderson European Focus Fund, Henderson Global Equity Income Fund, Henderson Global Opportunities Fund, Henderson Global Real Estate Equities Fund, Henderson Global Technology Fund, Henderson International Equity Fund, Henderson International Opportunities Fund and Henderson Japan-Asia Focus Fund (the "Existing HIML Sub-Advised Portfolios") of the Henderson Global Funds (the "Trust"), and the Subadviser has agreed to render such services to the Existing HIML Sub-Advised Portfolios, together with any other Trust portfolios that may be established later;

WHEREAS, pursuant to Paragraph 1 of the Sub-Advisory Agreement, the Adviser hereby notifies the Subadviser of its desire to retain the Subadviser to render investment advisory services to one additional portfolio of the Trust to be known as the Henderson Industries of the Future Fund (the "New Portfolio"); and

WHEREAS, by signing this Agreement below, the Subadviser agrees to render such services, whereupon the New Portfolio shall become a Portfolio under the Sub-Advisory Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Adviser and the Subadviser agree as follows:

1. The Adviser hereby appoints the Subadviser as subadviser for the Henderson Industries of the Future Fund under the Sub-Advisory Agreement and the Subadviser hereby accepts such appointment and agrees to perform the services and duties set forth in the Sub-Advisory Agreement for such portion of the assets of the New Portfolio as Adviser shall from time to time designate on the terms set forth therein, except as otherwise provided in this Agreement.

2. This Agreement shall become effective as of the date first above written and, unless sooner terminated as provided in Paragraph 3 of the Sub-Advisory Agreement, shall continue until August 30, 2009. Thereafter, this Agreement will be extended with respect to the New

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Portfolio for successive one-year periods ending on August 30 of each year, subject to the provisions of Paragraph 3 of the Advisory Agreement.

3. For the services provided and the expenses assumed under this Agreement, the Adviser shall pay the Subadviser a fee based on the assets managed by the Subadviser, computed daily and payable monthly, at an annual rate equal to:

Henderson Industries of the Future Fund:

0.45% on the first $500 million of average daily net assets;
0.35% on the next $1 billion of average daily net assets; and
0.30% on average daily net assets over $1.5 billion

4. All the other terms and conditions of the Sub-Advisory Agreement shall remain in full effect.

5. This Agreement is hereby incorporated by reference into the Sub-Advisory Agreement and is made a part thereof. In case of a conflict between this Agreement and the Sub-Advisory Agreement, the terms of the Sub-Advisory Agreement are controlling.

IN WITNESS WHEREOF, the Adviser and the Subadviser have cause this Agreement to be executed as of the day and year first above written.

HENDERSON GLOBAL INVESTORS (NORTH AMERICA) INC.

By: /s/ James O'Brien

Name: James O'Brien
Title:

HENDERSON INVESTMENT MANAGEMENT LIMITED

By: /s/ Nicholas T. Hiscock

Name:
Title:

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AMENDMENT TO

HENDERSON GLOBAL FUNDS DISTRIBUTION AGREEMENT

This Amendment (the "Amendment") to the Distribution Agreement between Henderson Global Funds (the "Distribution Agreement") made as of the 29th day of August 2008 by and between Henderson Global Funds, a Delaware statutory trust (the "Trust"), and Foreside Fund Services, LLC, a Delaware limited liability company ("FFS").

WHEREAS, the Trust and FFS desire to amend Appendix A of the Distribution Agreement to reflect amendments to the list of Funds;

NOW THEREFORE, the parties agree as follows:

Appendix A to the Distribution Agreement is hereby amended and restated provided on Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their names and on their behalf by and through their duly authorized officers, as of August 29, 2008.

HENDERSON GLOBAL FUNDS

By: /s/ Chris Yarbrough

Print Name: Chris Yarbrough

Title: Secretary

FORESIDE FUND SERVICES, LLC

By: /s/ Richard J. Berthy

Print Name: Richard J. Berthy

Title: Vice President

EXHIBIT A

HENDERSON GLOBAL FUNDS
DISTRIBUTION AGREEMENT
APPENDIX A
AS OF AUGUST 29, 2008

<TABLE>
<CAPTION>

FUNDS OF THE TRUST	CLASSES OF THE TRUST	DISTRIBUTION FEES PAYABLE TO FORESIDE*	SHAREHOLDER SERVICE FEES PAYABLE TO FORESIDE*
<S>	<C>	<C>	<C>
Henderson European Focus Fund	A	0.25%	None
	B	0.75%	0.25%
	C	0.75%	0.25%
Henderson Global Technology Fund	A	0.25%	None
	B	0.75%	0.25%
	C	0.75%	0.25%
Henderson International Opportunities Fund	A	0.25%	None
	B	0.75%	0.25%
	C	0.75%	0.25%
	R	0.50%	None
Henderson Worldwide Income Fund	A	0.25%	None
	B	0.75%	0.25%
	C	0.75%	0.25%
Henderson US Focus Fund	A	0.25%	None

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	B	0.75%	0.25%
	C	0.75%	0.25%
Henderson Japan-Asia Focus Fund	A	0.25%	None
	C	0.75%	0.25%
Henderson Global Equity Income Fund	A	0.25%	None
	C	0.75%	0.25%
Henderson Global Opportunities Fund	A	0.25%	None
	C	0.75%	0.25%
Henderson International Equity Fund	I	_____	_____
Henderson Global Real Estate Equities Fund	I	_____	_____
Henderson Industries of the Future Fund	A	0.25%	None
	C	0.75%	0.25%

</TABLE>

* Fee as a % of the annual average daily net assets of the Fund

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FORESIDE FUND SERVICES, LLC
DEALER AGREEMENT

Re: [FILL IN NAME OF FUND]

Ladies and Gentlemen:

As the distributor of the shares ("Shares") of each investment company portfolio ("Fund"), of the investment company or companies referenced above and covered hereunder (collectively, "Company") which may be amended by us from time to time, Foreside Fund Services, LLC ("Distributor") hereby invites you to participate in the selling group on the following terms and conditions. In this letter, the terms "we," "us," and similar words refer to the Distributor, and the terms "you," "your," and similar words refer to the dealer executing this agreement, including its associated persons.

1. DEALER. You hereby represent that you are a broker-dealer properly registered and qualified under all applicable federal, state and local laws to engage in the business and transactions described in this agreement, and that you are a member in good standing of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). You agree that it is your responsibility to determine the suitability of any Fund Shares as investments for your customers, and that we have no responsibility for such determination. You further agree to maintain all records required by Applicable Laws (as defined below) or that are otherwise reasonably requested by us relating to your transactions in Fund Shares. In addition, you agree to notify us immediately in the event your status as a member of FINRA or SIPC changes. You agree that you will at all times comply with (i) the provisions of this Dealer Agreement related to compliance with all applicable rules and regulations; and (ii) the terms of each registration statement and prospectus for the Funds.

2. QUALIFICATION OF SHARES. The Fund will make available to you a list of the states or other jurisdictions in which Fund Shares are registered for sale or are otherwise qualified for sale, which may be revised by the Fund from time to time. You will make offers of Shares to your customers only in those states, and you will ensure that you (including your associated persons) are appropriately licensed and qualified to offer and sell Shares in any state or other jurisdiction that requires such licensing or qualification in connection with your activities.

3. ORDERS. All orders you submit for transactions in Fund Shares shall reflect orders received from your customers or shall be for your account for your own bona fide investment, and you will date and time-stamp your customer orders and forward them promptly each day and in any event prior to the time required by the applicable Fund prospectus (the "Prospectus," which for purposes of this agreement includes the Statement of Additional Information incorporated

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therein). As agent for your customers, you shall not withhold placing customers' orders for any Shares so as to profit yourself or your customer as a result of such withholding. You are hereby authorized to: (i) place your orders directly with the relevant investment company (the "Company") for the purchase of Shares and (ii) tender Shares directly to the Company for redemption, in each case subject to the terms and conditions set forth in the Prospectus and any operating procedures and policies established by us or the Fund (directly or through its Transfer Agent) from time to time. All purchase orders you submit are subject to acceptance or rejection, and we reserve the right to suspend or the limit the sale of Shares. You are not authorized to make any representations concerning Shares of any Fund except such representations as are contained in the Prospectus and in such supplemental written information that the Fund or the Distributor (acting on behalf of the Fund) may provide to you with respect to a Fund. All orders that are accepted for the purchase of

Shares shall be executed at the next determined public offering price per share (i.e., the net asset value per share plus the applicable sales load, if any) and all orders for the redemption of Shares shall be executed at the next determined net asset value per share and subject to any applicable redemption fee or contingent deferred sales load, in each case as described in the Prospectus.

4. COMPLIANCE WITH APPLICABLE LAWS; DISTRIBUTION OF PROSPECTUS AND REPORTS; CONFIRMATIONS. In connection with its respective activities hereunder, each party agrees to abide by the Conduct Rules of FINRA and all other rules of self-regulatory organizations of which the relevant party is a member, as well as all laws, rules and regulations, including federal and state securities laws, that are applicable to the relevant party (and its associated persons) from time to time in connection with its activities hereunder ("Applicable Laws"). You are authorized to distribute to your customers the current Prospectus, as well as any supplemental sales material received from the Fund or the Distributor (acting on behalf of the Fund) (on the terms and for the period specified by us or stated in such material). You are not authorized to distribute, furnish or display any other sales or promotional material relating to a Fund without our prior written approval, but you may identify the Funds in a listing of mutual funds available through you to your customers. Unless otherwise mutually agreed in writing, you shall deliver or cause to be delivered to each customer who purchases shares of any Funds from or through you, copies of all annual and interim reports, proxy solicitation materials, and any other information and materials relating to such Funds and prepared by or on behalf of the Funds or us. If required by Rule 10b-10 under the Securities Exchange Act or other Applicable Laws, you shall send or cause to be sent confirmations or other reports to your customers containing such information as may be required by Applicable Laws.

5. SALES CHARGES AND CONCESSIONS. On each purchase of Shares by you (but not including the reinvestment of any dividends or distributions), you shall be entitled to receive such dealer allowances, concessions, sales charges or other compensation, if any, as may be set forth in the Prospectus. Sales charge reductions and discounts may be available as provided in the Prospectus. To

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obtain any such reductions, the Company or its transfer agent must be notified promptly when a transaction or transactions would qualify for the reduced charge and you must submit information that is sufficient (in the discretion of the Company) to substantiate qualification therefor. The foregoing shall include advising us of any Letter of Intent signed by your customer or of any Right of Accumulation available to such customer. If you fail to so advise the Fund, you will be liable for the return of any commissions plus interest thereon. Rights of accumulation (including rights under a Letter of Intent) are available, if at all, only as set forth in the Prospectus, and you authorize any adjustment to your account (and will be liable for any refund) to the extent any allowance, discount or concession is made and the conditions therefor are not fulfilled. Each price is always subject to confirmation, and will be based upon the net asset value next determined after receipt of an order that is in good form. If any Shares purchased are tendered for redemption or repurchased by the Fund for any reason within seven business days after confirmation of the purchase order for such Shares, you agree to promptly refund the full sales load or other concession and you will forfeit the right to receive any compensation allowable or payable to you on such Shares. The Fund reserves the right to waive sales charges. You represent to us that you are eligible to receive any such sales charges and concessions paid to you by us under this section.

6. TRANSACTIONS IN FUND SHARES. With respect to all orders you place for the purchase of Fund Shares, unless otherwise agreed, settlement shall be made with the Company within three (3) business days after acceptance of the order. If payment is not so received or made, the transaction may be cancelled. In this event or in the event that you cancel the trade for any reason, you agree to be responsible for any loss resulting to the Funds or to us from your failure to make payments as aforesaid. You shall not be entitled to any gains generated thereby. You also assume responsibility for any loss to a Fund caused by any order placed by you on an "as-of" basis subsequent to the trade date for the order,

and will immediately pay such loss to the Fund upon notification or demand. Such orders shall be acceptable only as permitted by the Company and shall be subject to the Company's policies pertaining thereto, which may include receipt of an executed Letter of Indemnity in a form acceptable to the Fund and /or to us prior to the Company's acceptance of any such order.

7. ACCURACY OF ORDERS; CUSTOMER SIGNATURES. You shall be responsible for the accuracy, timeliness and completeness of any orders transmitted by you on behalf of your customers by any means, including wire or telephone. In addition, you agree to guarantee the signatures of your customers when such guarantee is required by the Company and you agree to indemnify and hold harmless all persons, including us and the Funds' transfer agent, from and against any and all loss, cost, damage or expense suffered or incurred in reliance upon such signature guarantee.

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8. INDEMNIFICATION. You agree to indemnify us and hold us harmless from and against any claims, liabilities, expenses (including reasonable attorneys' fees) and losses resulting from (i) any failure by you to comply with Applicable Laws in connection with activities performed under this agreement, or (ii) any unauthorized representation made by you concerning an investment in Fund Shares.

We agree to indemnify you and hold you harmless from and against any claims, liabilities, expenses (including reasonable attorneys fees) and losses resulting from (i) any failure by us to comply with Applicable Laws in connection with our activities as Distributor under this agreement, or (ii) any untrue statement of a material fact set forth in a Fund's Prospectus or supplemental sales material provided to you by us (and used by you on the terms and for the period specified by us or stated in such material), or omission to state a material fact required to be stated therein to make the statements therein not misleading; provided, however, that the indemnification in this clause (ii) shall be limited to indemnification actually received by us as Distributor from the Funds, except to the extent that the relevant claims, liabilities, expenses and losses result from our own failure to exercise reasonable care in the preparation or review of the Prospectus or such other supplemental sales materials.

9. MULTI-CLASS DISTRIBUTION ARRANGEMENTS. You understand and acknowledge that the Funds may offer Shares in multiple classes, and you represent and warrant that you have established compliance procedures designed to ensure that your customers are made aware of the terms of each available class of Fund Shares, to ensure that each customer is offered only Shares that are suitable investments for him or her, to ensure that each customer is availed of the opportunity to obtain sales charge break points as detailed in the Prospectus, and to ensure proper supervision of your representatives in recommending and offering the Shares of multiple classes to your customers.

10. ANTI-MONEY LAUNDERING COMPLIANCE. Each party to this agreement acknowledges that it is a financial institution subject to the USA PATRIOT Act of 2001 and the Bank Secrecy Act (collectively, the "AML Acts"), which require, among other things, that financial institutions adopt compliance programs to guard against money laundering. Each party represents and warrants that it is in compliance and will continue to comply with the AML Acts and applicable rules thereunder ("AML Laws"), including NASD Conduct Rule 3011, in all relevant respects. You agree to cooperate with us to satisfy AML due diligence policies of the Company and Distributor, which may include annual compliance certifications and periodic due diligence reviews and/or other requests deemed necessary or appropriate by us or the Company to ensure compliance with AML Laws. Dealer also agrees to provide for screening its own new and existing customers against the Office of Foreign Asset Control ("OFAC") list and any other government list that is or becomes required under the AML Acts.

11. PRIVACY. The parties agree that any Non-public Personal Information, as the term is defined in

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Regulation S-P ("Reg S-P") of the Securities and Exchange Commission, that may be disclosed hereunder is disclosed for the specific purpose of permitting the other party to perform the services set forth in this agreement. Each party agrees that, with respect to such information, it will comply with Reg S-P and that it will not disclose any Non-Public Personal Information received in connection with this agreement to any other party, except to the extent required to carry out the services set forth in this agreement or as otherwise permitted by law.

12. DISTRIBUTION AND/OR SERVICE FEES. Subject to and in accordance with the terms of each Prospectus and the Distribution Plan and/or Service Plan, if any, adopted by resolution of the Board pursuant to Rule 12b-1 under the Investment Company Act of 1940 (the "1940 Act"), we may pay financial institutions with which we have entered into an agreement in substantially the form annexed hereto as Appendix A or such other form as may be approved from time to time by the Board (the "Fee Agreement") such fees as may be determined in accordance with such Fee Agreement, for distribution, shareholder or administrative services, as described therein.

13. ORDER PROCESSING. In accordance with NASD Notice to Members 03-50 (reminding members of their responsibility to ensure that they have in place policies and procedures reasonably designed to detect and prevent the occurrence of mutual fund transactions that would violate Rule 22c-1 under the 1940 Act, NASD Conduct Rule 2110 and other applicable rules and regulations), you represent that you have reviewed your policies and procedures to ensure that they are adequate with respect to preventing violations of law and prospectus requirements related to timely order-taking and market timing activity, in that such policies and procedures (i) prevent the submission of any order received after the deadline for submission of orders in each day that are eligible for pricing at that day's net asset value per share ("NAV"); and (ii) prevent the purchase of Fund Shares by an individual or entity whose stated objectives are not consistent with the stated policies of a Fund in protecting the best interests of longer-term investors, particularly where such investor may be seeking market timing or arbitrage opportunities through such purchase. You represent that you will be responsible for the collection and payment to the Company of any Redemption Fees based upon the terms outlined in the Company's prospectus.

14. AMENDMENTS. This agreement may be amended from time to time by the following procedure. We will mail a copy of the amendment to you at your address shown below or as registered as your main office from time to time with FINRA. If you do not object to the amendment within fifteen (15) days after its receipt, the amendment will become a part of this agreement. Your objection must be in writing and be received by us within such fifteen (15) days. All amendments shall be in writing and except as provided above shall be executed by both parties.

15. TERMINATION. This agreement shall inure to the benefit of the successors and

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assigns of either party hereto, provided, however, that you may not assign this agreement without our prior written consent. This agreement may be terminated by either party, without penalty, upon ten days' prior written notice to the other party. Any unfulfilled obligations hereunder, and all obligations of indemnification, shall survive the termination of this agreement.

16. NOTICES. All notices and communications to us shall be sent to us at Two Portland Square, 1st floor, Portland, ME 04101, Attn: Chief Compliance Officer, or at such other address as we may designate in writing. All notices and other communication to you shall be sent you at the address set forth below or at such other address as you may designate in writing. All notices required or permitted to be given pursuant to this agreement shall be given in writing and delivered by personal delivery, by postage prepaid mail, electronic mail, or by facsimile or similar means of same-day delivery, with a confirming copy by mail.

17. AUTHORIZATION. Each party represents to the other that all requisite corporate proceedings have been undertaken to authorize it to enter into and perform under this agreement as contemplated herein, and that the individual that has signed this agreement below on its behalf is a duly elected officer that has been empowered to act for and on behalf of such party with respect to the execution of this agreement.

18. DIRECTED BROKERAGE PROHIBITIONS. The Distributor and Dealer agree that neither of them shall direct Fund portfolio securities transactions or related remuneration to satisfy any compensation obligations under this Agreement. The Distributor also agrees that it will not directly or indirectly compensate the dealer executing this agreement in contravention of Rule 12b-1(h) of the 1940 Act.

19. SHAREHOLDER INFORMATION. The dealer executing this agreement agrees to comply with the requirements set forth on Appendix B attached hereto regarding the provision of shareholder information pursuant to Rule 22c-2 of the 1940 Act.

20. MISCELLANEOUS. This agreement supersedes any other agreement between the parties with respect to the offer and sale of Fund Shares and other matters covered herein. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term or provision hereof. This agreement may be executed in any number of counterparts, which together shall constitute one instrument. This agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to conflict of laws principles, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

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* * * *

If the foregoing corresponds with your understanding of our agreement, please sign this document and the accompanying copies thereof in the appropriate space below and return the same to us, whereupon this agreement shall be binding upon each of us.

FORESIDE FUND SERVICES, LLC

By:_____

Insert Name: _____

Title: _____

Date: _____

Agreed to and accepted:

_____ [Dealer]

By:_____

Insert Name: _____

Title: _____

Date: _____

Address of Dealer:

_____

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_____

Email Address of Dealer Contact Person:

_____

APPENDIX A

FORESIDE FUND SERVICES, LLC
DISTRIBUTION/SERVICE FEE AGREEMENT

[FILL IN NAME OF FUND]

Ladies and Gentlemen:

This Fee Agreement ("Agreement") confirms our understanding and agreement with respect to Rule 12b-1 payments to be made to you in accordance with the Dealer Agreement between you and us (the "Dealer Agreement"), which entitles you to serve as a selected dealer of certain Funds for which we serve as Distributor. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Dealer Agreement.

1. From time to time during the term of this Agreement, we may make payments to you pursuant to one or more distribution and service plans (the "Plans") adopted by certain of the Funds pursuant to Rule 12b-1 of the Investment Company Act of 1940 (the "1940 Act"). You agree to furnish sales and marketing services and/or shareholder services to your customers who invest in and own Fund Shares, including, but not limited to, answering routine inquiries regarding the Funds, processing shareholder transactions, and providing any other shareholder services not otherwise provided by a Fund's transfer agent. With respect to such payments to you, we shall have only the obligation to make payments to you after, for as long as, and to the extent that, we receive from the Fund an amount equivalent to the amount payable to you. The Fund reserves the right, without prior notice, to suspend or eliminate the payment of such Rule 12b-1 Plan payments or other dealer compensation by amendment, sticker or supplement to the then-current Prospectus of the Fund or other written notice to you.

2. Any such fee payments shall reflect the amounts described in the Fund's

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prospectus. Payments will be based on the dollar amount of Fund Shares which are owned by those customers of yours whose records, as maintained by the Funds or the transfer agent, designate your firm as the customer's dealer of record. No such fee payments will be payable to you with respect to shares purchased by or through you and redeemed by the Funds within seven business days after the date of confirmation of such purchase. You represent that you are eligible to receive any such payments made to you under the Plans.

3. You agree that all activities conducted under this Agreement will be conducted in accordance with the Plans, as well as all applicable state and federal laws, including the 1940 Act, the Securities Exchange Act of 1934, the Securities Act of 1933 and any applicable rules of FINRA.

4. Upon request, on a quarterly basis, you shall furnish us with a written report describing the amounts payable to you pursuant to this Agreement and the purpose for which such amounts were expended. We shall provide quarterly reports to the Funds' Board of amounts expended pursuant to the Plans and the purposes for which such expenditures were made. You shall furnish us with such other information as shall reasonably be requested by us in connection with our reports to the Board with respect to the fees paid to you pursuant to this Agreement.

5. This Agreement shall continue in effect until terminated in the manner prescribed below or as provided in the Plans or in Rule 12b-1. This Agreement may be terminated, with respect to one or more Funds, without penalty, by either of us, upon ten days' prior written notice to the other party. In addition, this Agreement will be terminated with respect to any Fund upon a termination of the relevant Plan or the Dealer Agreement, if a Fund closes to new investments, or if our Distribution Agreement with the Funds terminates.

6. This Agreement may be amended by us from time to time by the following procedure. We will mail a copy of the amendment to you at your address shown below or as registered from time to time with FINRA. If you do not object to the amendment within fifteen (15) days after its receipt, the amendment will become a part of this Agreement. Your objection must be in writing and be received by us within such fifteen days.

7. This Agreement shall become effective as of the date when it is executed and dated by us below. This Agreement and all the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the state of Delaware, without regard to conflict of laws principles.

8. All notices and other communications shall be given as provided in the Dealer Agreement.
If the foregoing is acceptable to you, please sign this Agreement in the space provided below and return the same to us.

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FORESIDE FUND SERVICES, LLC

By:_____

Insert Name: _____

Title: _____

Date: _____

Agreed to and Accepted
Name and Address of Dealer firm:

_____

_____

_____

By: _____

Insert Name: _____

Title: _____

Date: _____

APPENDIX B [THIS WILL BE WHATEVER THE FUND HAS PREVIOUSLY AGREED TO BE THEIR 22C-2 LANGUAGE]

INFORMATION REGARDING THE PROVISION OF SHAREHOLDER INFORMATION PURSUANT TO RULE 22C-2

(a). AGREEMENT TO PROVIDE INFORMATION. Dealer agrees to provide the Fund, upon request, the taxpayer identification number ("TIN"), if known, (or in the case of a non U.S. shareholder, if the TIN is unavailable, the International Taxpayer Identification Number or other government issued identifier) of any or all Shareholder(s) who have purchased, redeemed, transferred, or exchanged fund shares held through an account with Dealer and the amount, date, name or other identifier of any investment professional(s) associated with the Shareholder(s) or account (if known), and transaction type (purchase, redemption, transfer, or exchange) of every purchase, redemption, transfer, or exchange of Shares held through an account maintained by the Dealer during the period covered by the request.

i. PERIOD COVERED BY REQUEST. Requests must set forth a specific period, not to exceed 90 days from the date of the request, for which transaction information is sought. The Fund may request transaction information older than 90 days from the date of the request as it deems necessary to investigate compliance with policies established by the Fund for the purpose of eliminating or reducing any dilution of the value of the outstanding shares issued by the Fund.

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ii. FORM AND TIMING OF RESPONSE. Dealer agrees to transmit the requested information that is on its books and records to the Fund or its designee promptly, but in any event not later than five business days, after receipt of a request. If the requested information is not on the Dealer's books and records, Dealer agrees to use best efforts to: (x) provide or arrange to provide to the Fund the requested information from shareholders who hold an account with an indirect intermediary, including a determination on whether any specific person about whom Dealer has received information, is itself a financial intermediary; or (y) if directed by the Fund, restrict or prohibit further purchases or exchanges of Fund Shares by a shareholder who has been identified by the Fund as having engaged in transactions of Fund shares (directly or indirectly) that violate policies established by the Fund for the purpose of eliminating or reducing any dilution of the value of the outstanding securities issued by the Fund. In such instance, Dealer agrees to inform the Fund whether it plans to perform (x) or (y). Responses required by this paragraph must be communicated in writing and in a format mutually agreed upon by the parties. To the extent practicable, the format for any transaction information provided to the Fund should be consistent with the NSCC Standardized Data Reporting Format. For purposes of this provision, an "indirect intermediary" has the same meaning as in SEC Rule 22c-2 under the Investment Company Act.

iii. LIMITATIONS ON USE OF INFORMATION. The Fund agrees not to use the information received for marketing or any other similar purpose without the prior written consent of the Dealer.

(b) AGREEMENT TO RESTRICT TRADING. Dealer agrees to execute written instructions from the Fund to restrict or prohibit further purchases or exchanges of Fund shares by a Shareholder who has been identified by the Fund as having engaged in transactions of the Fund's Shares (directly or indirectly through the Dealer's account) that violate policies established by the Fund for the purpose of eliminating or reducing any dilution of the value of the outstanding Shares issued by the Fund.

i. FORM OF INSTRUCTIONS. Instructions must include the TIN, if known, and the specific restriction(s) to be executed. If the TIN is not known, the instructions must include an equivalent identifying number of the Shareholder(s) or account(s) or other agreed upon information to which the instruction relates.

ii. Timing of Response. Dealer agrees to execute instructions as soon as reasonably practicable, but not later than five business days after receipt of the instructions by the Dealer.

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iii. Confirmation by Dealer. Dealer must provide written confirmation to the Fund that instructions have been executed. Dealer agrees to provide confirmation as soon as reasonably practicable, but not later than ten business days after the instructions have been executed.

(c) DEFINITIONS. For purposes of this Appendix B:

i. The term "Fund" includes the fund's investment adviser, principal underwriter and transfer agent. The term does not include any "excepted funds" as defined in SEC Rule 22c-2(b) under the Investment Company Act of 1940.(1)

ii. The term "Shares" means the interests of Shareholders corresponding to the redeemable securities of record issued by the Fund under the Investment Company Act of 1940 that are held by the Dealer.

iii. The term "Shareholder" means the beneficial owner of Shares, whether the Shares are held directly or by the Dealer in nominee name or, alternatively, for use with retirement plan recordkeepers, the term means the Plan participant notwithstanding that the Plan may be deemed to be the beneficial owner of Shares.

iv. The term "written" includes electronic writings and facsimile transmissions.

v. The term "Dealer" shall mean a "financial intermediary" as defined in SEC rule 22c-2.

---

(1) As defined in SEC Rule 22c-2(b), the term "excepted fund" means any: (1) money market fund; (2) fund that issues securities that are listed on a national exchange; and (3) fund that affirmatively permits short-term trading of its securities, if its prospectus clearly and prominently discloses that the fund permits short-term trading of its securities and that such trading may result in additional costs for the fund.

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SELLING GROUP MEMBER AGREEMENT

Re: [FILL IN NAME OF FUND]

Ladies and Gentlemen:

As the distributor of the shares ("Shares") of each investment company portfolio ("Fund"), of the investment company or companies referenced above and covered hereunder (collectively, "Company") which may be amended by us from time to time, Foreside Fund Services, LLC ("Distributor") hereby invites you to participate in the selling group on the following terms and conditions. In this letter, the terms "we," "us," and similar words refer to the Distributor, and the terms "you," "your," and similar words refer to the intermediary executing this agreement, including its associated persons.

1. SELLING GROUP MEMBER. You hereby represent that you are properly qualified under all applicable federal, state and local laws to engage in the business and transactions described in this agreement. In addition, you agree to comply with the rules of the Financial Industry Regulatory Authority ("FINRA") as if they were applicable to you in connection with your activities under this agreement. You agree that it is your responsibility to determine the suitability of any Fund Shares as investments for your customers, and that we have no responsibility for such determination. You further agree to maintain all records required by Applicable Laws (as defined below) or that are otherwise reasonably requested by us relating to your transactions in Fund Shares. You agree that you will at all times comply with (i) the provisions of this Selling Group Member Agreement related to compliance with all applicable rules and regulations; and (ii) the terms of each registration statement and prospectus for the Funds.

2. QUALIFICATION OF SHARES. The Fund will make available to you a list of the states or other jurisdictions in which Fund Shares are registered for sale or are otherwise qualified for sale, which may be revised by the Fund from time to time. You will make offers of Shares to your customers only in those states, and you will ensure that you (including your associated persons) are appropriately licensed and qualified to offer and sell Shares in any state or other jurisdiction that requires such licensing or qualification in connection with your activities.

3. ORDERS. All orders you submit for transactions in Fund Shares shall reflect orders received from your customers or shall be for your account for your own bona fide investment, and you will date and time-stamp your customer orders and forward them promptly each day and in any event prior to the time required by the applicable Fund prospectus (the "Prospectus," which for purposes of this agreement includes the Statement of Additional Information incorporated therein). As agent for your customers, you shall not withhold placing customers' orders for any Shares so as to profit yourself or your customer as a result of

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such withholding. You are hereby authorized to: (i) place your orders directly with the relevant investment company (the "Company") for the purchase of Shares and (ii) tender Shares directly to the Company for redemption, in each case subject to the terms and conditions set forth in the Prospectus and any operating procedures and policies established by us or the Fund (directly or through its Transfer Agent) from time to time. All purchase orders you submit are subject to acceptance or rejection, and we reserve the right to suspend or the limit the sale of Shares. You are not authorized to make any representations concerning Shares of any Fund except such representations as are contained in the Prospectus and in such supplemental written information that the Fund or the Distributor (acting on behalf of the Fund) may provide to you with respect to a Fund. All orders that are accepted for the purchase of

Shares shall be executed at the next determined public offering price per share (i.e., the net asset value per share plus the applicable sales load, if any) and all orders for the redemption of Shares shall be executed at the next determined net asset value per share and subject to any applicable redemption fee, in each case as described in the Prospectus.

4. COMPLIANCE WITH APPLICABLE LAWS; DISTRIBUTION OF PROSPECTUS AND REPORTS; CONFIRMATIONS. In connection with its respective activities hereunder, each party agrees to abide by the Conduct Rules of FINRA and all other rules of self-regulatory organizations of which the relevant party is a member, as well as all laws, rules and regulations, including federal and state securities laws, that are applicable to the relevant party (and its associated persons) from time to time in connection with its activities hereunder ("Applicable Laws"). You are authorized to distribute to your customers the current Prospectus, as well as any supplemental sales material received from the Fund or the Distributor (acting on behalf of the Fund) (on the terms and for the period specified by us or stated in such material). You are not authorized to distribute, furnish or display any other sales or promotional material relating to a Fund without our prior written approval, but you may identify the Funds in a listing of mutual funds available through you to your customers. Unless otherwise mutually agreed in writing, you shall deliver or cause to be delivered to each customer who purchases shares of any Funds from or through you, copies of all annual and interim reports, proxy solicitation materials, and any other information and materials relating to such Funds and prepared by or on behalf of the Funds or us. If required by Rule 10b-10 under the Securities Exchange Act or other Applicable Laws, you shall send or cause to be sent confirmations or other reports to your customers containing such information as may be required by Applicable Laws.

5. SALES CHARGES AND CONCESSIONS. [NOT APPLICABLE].

6. TRANSACTIONS IN FUND SHARES. With respect to all orders you place for the purchase of Fund Shares, unless otherwise agreed, settlement shall be made with the Company within three (3) business days after acceptance of the order. If payment is not so received or made, the transaction may be cancelled. In this event or in the event that you cancel the trade for any reason, you agree to be

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responsible for any loss resulting to the Funds or to us from your failure to make payments as aforesaid. You shall not be entitled to any gains generated thereby. You also assume responsibility for any loss to a Fund caused by any order placed by you on an "as-of" basis subsequent to the trade date for the order, and will immediately pay such loss to the Fund upon notification or demand. Such orders shall be acceptable only as permitted by the Company and shall be subject to the Company's policies pertaining thereto, which may include receipt of an executed Letter of Indemnity in a form acceptable to the Fund and /or to us prior to the Company's acceptance of any such order.

7. ACCURACY OF ORDERS; CUSTOMER SIGNATURES. You shall be responsible for the accuracy, timeliness and completeness of any orders transmitted by you on behalf of your customers by any means, including wire or telephone. In addition, you agree to guarantee the signatures of your customers when such guarantee is required by the Company and you agree to indemnify and hold harmless all persons, including us and the Funds' transfer agent, from and against any and all loss, cost, damage or expense suffered or incurred in reliance upon such signature guarantee.

8. INDEMNIFICATION. You agree to indemnify us and hold us harmless from and against any claims, liabilities, expenses (including reasonable attorneys' fees) and losses resulting from (i) any failure by you to comply with Applicable Laws in connection with activities performed under this agreement, or (ii) any unauthorized representation made by you concerning an investment in Fund Shares.

We agree to indemnify you and hold you harmless from and against any claims, liabilities,

expenses (including reasonable attorneys fees) and losses resulting from (i) any failure by us to comply with Applicable Laws in connection with our activities as Distributor under this agreement, or (ii) any untrue statement of a material fact set forth in a Fund's Prospectus or supplemental sales material provided to you by us (and used by you on the terms and for the period specified by us or stated in such material), or omission to state a material fact required to be stated therein to make the statements therein not misleading; provided, however, that the indemnification in this clause (ii) shall be limited to indemnification actually received by us as Distributor from the Funds, except to the extent that the relevant claims, liabilities, expenses and losses result from our own failure to exercise reasonable care in the preparation or review of the Prospectus or such other supplemental sales materials.

9. MULTI-CLASS DISTRIBUTION ARRANGEMENTS. You understand and acknowledge that the Funds may offer Shares in multiple classes, and you represent and warrant that you have established compliance procedures designed to ensure that your customers are made aware of the terms of each available class of Fund Shares, to ensure that each customer is offered only Shares that are suitable investments

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for him or her, and to ensure proper supervision of your representatives in recommending and offering the Shares of multiple classes to your customers.

10. ANTI-MONEY LAUNDERING COMPLIANCE. Each party to this agreement acknowledges that it is a financial institution subject to the USA PATRIOT Act of 2001 and the Bank Secrecy Act (collectively, the "AML Acts"), which require, among other things, that financial institutions adopt compliance programs to guard against money laundering. Each party represents and warrants that it is in compliance and will continue to comply with the AML Acts and applicable rules thereunder ("AML Laws"), including NASD Conduct Rule 3011, in all relevant respects. You agree to cooperate with us to satisfy AML due diligence policies of the Company and Distributor, which may include annual compliance certifications and periodic due diligence reviews and/or other requests deemed necessary or appropriate by us or the Company to ensure compliance with AML Laws. You also agree to provide for screening its own new and existing customers against the Office of Foreign Asset Control ("OFAC") list and any other government list that is or becomes required under the AML Acts.

11. PRIVACY. The parties agree that any Non-Public Personal Information, as the term is defined in Regulation S-P ("Reg S-P") of the Securities and Exchange Commission, that may be disclosed hereunder is disclosed for the specific purpose of permitting the other party to perform the services set forth in this agreement. Each party agrees that, with respect to such information, it will comply with Reg S-P and that it will not disclose any Non-Public Personal Information received in connection with this agreement to any other party, except to the extent required to carry out the services set forth in this agreement or as otherwise permitted by law.

12. SERVICE FEES. Subject to and in accordance with the terms of each Prospectus and the Distribution Plan and/or Service Plan, if any, adopted by resolution of the Board pursuant to Rule 12b-1 under the Investment Company Act of 1940 (the "1940 Act"), we may pay financial institutions with which we have entered into an agreement in substantially the form annexed hereto as Appendix A or such other form as may be approved from time to time by the Board (the "Fee Agreement") such fees as may be determined in accordance with such Fee Agreement, for shareholder or administrative services, as described therein. You hereby represent that you are permitted under applicable laws to receive all payments for shareholder services contemplated herein.

13. ORDER PROCESSING. You represent that you have reviewed your policies and procedures to ensure that they are adequate with respect to preventing violations of law and Prospectus requirements related to timely order-taking and market timing activity, in that such policies and procedures (i) prevent the

submission of any order received after the deadline for submission of orders in each day that are eligible for pricing at that day's net asset value per share ("NAV"); and (ii) prevent the purchase of Fund Shares by an individual or entity

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whose stated objectives are not consistent with the stated policies of a Fund in protecting the best interests of longer-term investors, particularly where such investor may be seeking market timing or arbitrage opportunities through such purchase. You represent that you will be responsible for the collection and payment to the Company of any Redemption Fees based upon the terms outlined in the Company's Prospectus

14. AMENDMENTS. This agreement may be amended from time to time by the following procedure. We will mail a copy of the amendment to you at your address shown below. If you do not object to the amendment within fifteen (15) days after its receipt, the amendment will become a part of this agreement. Your objection must be in writing and be received by us within such fifteen (15) days. All amendments shall be in writing and except as provided above shall be executed by both parties.

15. TERMINATION. This agreement shall inure to the benefit of the successors and assigns of either party hereto, provided, however, that you may not assign this agreement without our prior written consent. This agreement may be terminated by either party, without penalty, upon ten days' prior written notice to the other party. Any unfulfilled obligations hereunder, and all obligations of indemnification, shall survive the termination of this agreement.

16. NOTICES. All notices and communications to us shall be sent to us at Two Portland Square, 1st floor, Portland, ME 04101, Attn: Chief Compliance Officer, or at such other address as we may designate in writing. All notices and other communication to you shall be sent you at the address set forth below or at such other address as you may designate in writing. All notices required or permitted to be given pursuant to this agreement shall be given in writing and delivered by personal delivery, by postage prepaid mail, electronic mail, or by facsimile or similar means of same-day delivery, with a confirming copy by mail.

17. AUTHORIZATION. Each party represents to the other that all requisite corporate proceedings have been undertaken to authorize it to enter into and perform under this agreement as contemplated herein, and that the individual that has signed this agreement below on its behalf is a duly elected officer that has been empowered to act for and on behalf of such party with respect to the execution of this agreement.

18. DIRECTED BROKERAGE PROHIBITIONS. The Distributor and Selling Group Member agree that neither of them shall direct Fund portfolio securities transactions or related remuneration to satisfy any compensation obligations under this Agreement. The Distributor also agrees that it will not directly or indirectly compensate the Selling Group Member executing this agreement in contravention of Rule 12b-1(h) of the 1940 Act.

19. SHAREHOLDER INFORMATION. The Selling Group Member executing this agreement agrees to comply with the requirements set forth on Appendix B attached hereto regarding the provision of shareholder information pursuant to Rule 22c-2 of the 1940 Act.

20. MISCELLANEOUS. This agreement supersedes any other agreement between the

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parties with respect to the offer and sale of Fund Shares and other matters covered herein. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term or provision hereof. This agreement may be executed in any number of counterparts, which together shall constitute one instrument. This agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to conflict of laws principles, and shall bind and inure to the

benefit of the parties hereto and their respective successors and assigns.

* * * *

If the foregoing corresponds with your understanding of our agreement, please sign this document and the accompanying copies thereof in the appropriate space below and return the same to us, whereupon this agreement shall be binding upon each of us.

FORESIDE FUND SERVICES, LLC

By:_____

Insert Name: _____

Title: _____

Date: _____

Agreed to and accepted:

_____ [Interemediary]

By:_____

Insert Name: _____

Title: _____

Date: _____

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Address of Intermediary:

_____

_____

Email Address of Intermediary Contact Person:

_____

APPENDIX A

FORESIDE FUND SERVICES, LLC
SERVICE FEE AGREEMENT

[FILL IN NAME OF FUND]

Ladies and Gentlemen:

This Fee Agreement ("Agreement") confirms our understanding and agreement with respect to Rule 12b-1 payments to be made to you in accordance with the Selling Group Member Agreement between you and us (the "Selling Group Member Agreement"), which entitles you to serve as a selling group member of certain Funds for which we serve as Distributor. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Selling Group Member Agreement.

1. From time to time during the term of this Agreement, we may make payments to you pursuant to one or more distribution and service plans (the "Plans") adopted by certain of the Funds pursuant to Rule 12b-1 of the Investment Company Act of 1940 (the "1940 Act"). You agree to furnish sales and marketing services and/or shareholder services to your customers who invest in and own Fund Shares, including, but not limited to, answering routine inquiries regarding the Funds, processing shareholder transactions, and providing any other shareholder services not otherwise provided by a Fund's transfer agent. With respect to such payments to you, we shall have only the obligation to make payments to you after, for as long as, and to the extent that, we receive from the Fund an amount equivalent to the amount payable to you. The Fund reserves the right,

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without prior notice, to suspend or eliminate the payment of such Rule 12b-1 Plan payments or other compensation by amendment, sticker or supplement to the then-current Prospectus of the Fund or other written notice to you.

2. Any such fee payments shall reflect the amounts described in the Fund's Prospectus. Payments will be based on the dollar amount of Fund Shares which are owned by those customers of yours whose records, as maintained by the Funds or the transfer agent, designate your firm as the customer's intermediary of record. No such fee payments will be payable to you with respect to shares purchased by or through you and redeemed by the Funds within seven business days after the date of confirmation of such purchase. You represent that you are eligible to receive any such payments made to you under the Plans.

3. You agree that all activities conducted under this Agreement will be conducted in accordance with the Plans, as well as all applicable state and federal laws, including the 1940 Act, the Securities Exchange Act of 1934, the Securities Act of 1933 and any applicable rules of FINRA.

4. Upon request, on a quarterly basis, you shall furnish us with a written report describing the amounts payable to you pursuant to this Agreement and the purpose for which such amounts were expended. We shall provide quarterly reports to the Funds' Board of amounts expended pursuant to the Plans and the purposes for which such expenditures were made. You shall furnish us with such other information as shall reasonably be requested by us in connection with our reports to the Board with respect to the fees paid to you pursuant to this Agreement.

5. This Agreement shall continue in effect until terminated in the manner prescribed below or as provided

in the Plans or in Rule 12b-1. This Agreement may be terminated, with respect to one or more Funds, without penalty, by either of us, upon ten days' prior written notice to the other party. In addition, this Agreement will be terminated with respect to any Fund upon a termination of the relevant Plan or the Selling Group Member Agreement, if a Fund closes to new investments, or if our Distribution Agreement with the Funds terminates.

6. This Agreement may be amended by us from time to time by the following procedure. We will mail a copy of the amendment to you at your address shown below. If you do not object to the amendment within fifteen (15) days after its receipt, the amendment will become a part of this Agreement. Your objection must be in writing and be received by us within such fifteen days.

7. This Agreement shall become effective as of the date when it is executed and dated by us below. This Agreement and all the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the state of Delaware, without regard to conflict of laws principles.

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8. All notices and other communications shall be given as provided in the Selling Group Member Agreement.

If the foregoing is acceptable to you, please sign this Agreement in the space provided below and return the same to us.

FORESIDE FUND SERVICES, LLC

Agreed to and Accepted

Name and Address of Intermediary:

By:_____ _____

Insert Name: _____ _____

Title: _____ _____

Date: _____ By: _____

Insert Name: _____

Title: _____

Date: _____

APPENDIX B

INFORMATION REGARDING THE PROVISION OF SHAREHOLDER INFORMATION PURSUANT TO RULE 22C-2

(a). AGREEMENT TO PROVIDE INFORMATION. Intermediary agrees to provide the Fund, upon request, the taxpayer identification number ("TIN"), if known, (or in the case of a non U.S. shareholder, if the TIN is unavailable, the International Taxpayer Identification Number or other government issued identifier) of any or all Shareholder(s) who have purchased, redeemed, transferred, or exchanged fund shares held through an account with Intermediary and the amount, date, name or other identifier of any investment professional(s) associated with the Shareholder(s) or account (if known), and transaction type (purchase, redemption, transfer, or exchange) of every purchase, redemption, transfer, or exchange of Shares held through an account maintained by the Intermediary during

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the period covered by the request.

i. PERIOD COVERED BY REQUEST. Requests must set forth a specific period, not to exceed 90 days from the date of the request, for which transaction information is sought. The Fund may request transaction information older than 90 days from the date of the request as it deems necessary to investigate compliance with policies established by the Fund for the purpose of eliminating or reducing any dilution of the value of the outstanding shares issued by the Fund.

ii. FORM AND TIMING OF RESPONSE. Intermediary agrees to transmit the requested information that is on its books and records to the Fund or its designee promptly, but in any event not later than five business days, after receipt of a request. If the requested information is not on the Intermediary's books and records, Intermediary agrees to use best efforts to: (x) provide or arrange to provide to the Fund the requested information from shareholders who hold an account with an indirect intermediary, including a determination on whether any specific person about whom Intermediary has received information, is itself a financial intermediary; or (y) if directed by the Fund, restrict or prohibit further purchases or exchanges of Fund Shares by a shareholder who has been identified by the Fund as having engaged in transactions of Fund shares (directly or indirectly) that violate policies established by the Fund for the purpose of eliminating or reducing any dilution of the value of the outstanding securities issued by the Fund. In such instance, Intermediary agrees to inform the Fund whether it plans to perform (x) or (y). Responses required by this paragraph must be communicated in writing and in a format mutually agreed upon by the parties. To the extent practicable, the format for any transaction information provided to the Fund should be consistent with the NSCC Standardized Data Reporting Format. For purposes of this provision, an "indirect intermediary" has the same meaning as in SEC Rule 22c-2 under the Investment Company Act.

iii. LIMITATIONS ON USE OF INFORMATION. The Fund agrees not to use the information received for marketing or any other similar purpose without the prior written consent of the Intermediary.

(b) AGREEMENT TO RESTRICT TRADING. Intermediary agrees to execute written instructions from the Fund to restrict or prohibit further purchases or exchanges of Fund shares by a Shareholder who has been identified by the Fund as having engaged in transactions of the Fund's Shares (directly or indirectly through the Intermediary's account) that violate policies established by the Fund for the purpose of eliminating or reducing any dilution of the value of the outstanding Shares issued by the Fund.

i. FORM OF INSTRUCTIONS. Instructions must include the TIN, if known, and the specific

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restriction(s) to be executed. If the TIN is not known, the instructions must include an equivalent identifying number of the Shareholder(s) or account(s) or other agreed upon information to which the instruction relates.

ii. Timing of Response. Intermediary agrees to execute instructions as soon as reasonably practicable, but not later than five business days after receipt of the instructions by the Intermediary.

iii. Confirmation by Intermediary. Intermediary must provide written confirmation to the Fund that instructions have been executed. Intermediary agrees to provide confirmation as soon as reasonably practicable, but not later than ten business days after the instructions have been executed.

(c) DEFINITIONS. For purposes of this Appendix B:

i. The term "Fund" includes the fund's investment adviser, principal underwriter and transfer agent. The term does not include any "excepted funds" as defined in SEC Rule 22c-2(b) under the Investment Company Act of 1940.(1)

ii. The term "Shares" means the interests of Shareholders corresponding to the redeemable securities of record issued by the Fund under the Investment Company Act of 1940 that are held by the Intermediary.

iii. The term "Shareholder" means the beneficial owner of Shares, whether the Shares are held directly or by the Intermediary in nominee name or, alternatively, for use with retirement plan recordkeepers, the term means the Plan participant notwithstanding that the Plan may be deemed to be the beneficial owner of Shares.

iv. The term "written" includes electronic writings and facsimile transmissions.

v. The term "Intermediary" shall mean a "financial intermediary" as defined in SEC rule 22c-2.

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(1) As defined in SEC Rule 22c-2(b), the term "excepted fund" means any: (1) money market fund; (2) fund that issues securities that are listed on a national exchange; and (3) fund that affirmatively permits short-term trading of its securities, if its prospectus clearly and prominently discloses that the fund permits short-term trading of its securities and that such trading may result in additional costs for the fund.

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HENDERSON GLOBAL FUNDS
737 NORTH MICHIGAN AVENUE, SUITE 1700
CHICAGO, ILLINOIS 60611

January 31, 2008

State Street Bank and Trust Company
State Street Financial Center
One Lincoln Street
Boston, MA 02111

Ladies and Gentlemen:

Reference is made to the Custodian Agreement between us dated August 24, 2001 (the "Agreement").

Pursuant to Section 18 of the Agreement, this letter is to provide notice of the creation of two additional portfolio of Henderson Global Funds (the "Trust"), namely the Henderson International Equity Fund and Henderson Global Real Estate Equities Fund (the "New Fund"). We request that you act as Custodian under the Agreement with respect to each New Fund.

Please indicate your acceptance of the foregoing by executing two copies of this letter, returning one to the Trust and retaining one copy for your records.

Very truly yours,

Henderson Global Funds

By: /s/ Christopher K. Yarbrough

Name: Christopher K. Yarbrough
Title: Secretary

Accepted:

State Street Bank and Trust Company

By: /s/ Joseph L. Hooley

Name: Joseph L. Hooley
Title: Vice Chairman

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HENDERSON GLOBAL FUNDS
737 NORTH MICHIGAN AVENUE, SUITE 1700
CHICAGO, ILLINOIS 60611

August 29, 2008

State Street Bank and Trust Company
State Street Financial Center
One Lincoln Street
Boston, MA 02111

Ladies and Gentlemen:

Reference is made to the Custodian Agreement between us dated August 24, 2001 (the "Agreement").

Pursuant to Section 18 of the Agreement, this letter is to provide notice of the creation of one additional portfolio of Henderson Global Funds (the "Trust"), namely the Henderson Industries of the Future Fund (the "New Fund"). We request that you act as Custodian under the Agreement with respect to the New Fund.

Please indicate your acceptance of the foregoing by executing two copies of this letter, returning one to the Trust and retaining one copy for your records.

Very truly yours,

Henderson Global Funds

By: /s/ Christopher K. Yarbrough

Name: Christopher K. Yarbrough
Title: Secretary

Accepted:

State Street Bank and Trust Company

By: /s/ Joseph C. Antonellis

Name: Joseph C. Antonellis
Title: Vice Chairman

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HENDERSON GLOBAL FUNDS
737 NORTH MICHIGAN AVENUE, SUITE 1950
CHICAGO, ILLINOIS 60611

January 31, 2008

State Street Bank and Trust Company
Two Avenue de Lafayette, LCC6
Boston, MA 02111
Attn: Fund Administration Legal Department

Ladies and Gentlemen:

Reference is made to the Administration Agreement between us dated as of August 31, 2001 (the "Agreement"). Pursuant to the Agreement, this letter is to provide notice of the creation of two additional investment funds, namely the Henderson International Equity Fund and Henderson Global Real Estate Equities Fund.

In accordance with the Additional Funds provisions of Section 1 of the Agreement, we request that you act as Administrator with respect to the Additional Investment Funds.

Please indicate your acceptance of the foregoing by executing four copies of this Agreement, returning one to the Fund and retaining three copies for your records.

Very truly yours,

Henderson Global Funds

By: /s/ Christopher K. Yarbrough

Name: Christopher K. Yarbrough
Title: Secretary

Accepted:

State Street Bank and Trust Company

By: /s/ Gary L. French

Name: Gary L. French
Title: Senior Vice President

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HENDERSON GLOBAL FUNDS
737 NORTH MICHIGAN AVENUE, SUITE 1700
CHICAGO, ILLINOIS 60611

August 29, 2008

State Street Bank and Trust Company
4 Copley Place, 5th Floor
Boston, MA 02116
Attn: Fund Administration Legal Department

Ladies and Gentlemen:

Reference is made to the Administration Agreement between us dated as of August 31, 2001 (the "Agreement"). Pursuant to the Agreement, this letter is to provide notice of the creation of an additional investment fund, namely the Henderson Industries of the Future Fund.

In accordance with the Additional Funds provisions of Section 1 of the Agreement, we request that you act as Administrator with respect to the Additional Investment Funds.

Please indicate your acceptance of the foregoing by executing four copies of this Agreement, returning one to the Fund and retaining three copies for your records.

Very truly yours,

Henderson Global Funds

By: /s/ Christopher K. Yarbrough

Name: Christopher K. Yarbrough
Title: Secretary

Accepted:

State Street Bank and Trust Company

By: /s/ Gary L. French

Name: Gary L. French
Title: Senior Vice President

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HENDERSON GLOBAL FUNDS
737 NORTH MICHIGAN AVENUE, SUITE 1700
CHICAGO, ILLINOIS 60611

August 29, 2008

State Street Bank and Trust Company
c/o Boston Financial Data Services, Inc.
2 Heritage Drive
North Quincy, Massachusetts 02171
Attention: Legal Department, 8th Floor

Ladies and Gentlemen:

Reference is made to the Transfer Agency and Service Agreement, as amended, between us dated September 1, 2001 (the "Agreement").

Pursuant to Section 16 of the Agreement, this letter is to provide notice of the creation of one additional portfolio of Henderson Global Funds (the "Trust"), namely the Henderson Industries of the Future Fund (the "New Fund"). We request that you act as Transfer Agent under the Agreement with respect to the New Fund.

The Schedule A to the Agreement is superceded and replaced with the Schedule A attached hereto and dated August 29, 2008.

Please indicate your acceptance of the foregoing by executing two copies of this letter, returning one to the Trust and retaining one copy for your records.

Very truly yours,

Henderson Global Funds

By: /s/ Christopher K. Yarbrough

Name: Christopher K. Yarbrough
Title: Secretary

Accepted:

State Street Bank and Trust Company

By: /s/ Joseph L. Hooley

Name: Joseph L. Hooley
Title: President and Chief Operating Officer

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SCHEDULE A
DATED AUGUST 29, 2008

Henderson European Focus Fund

Henderson Global Technology Fund

Henderson International Opportunities Fund

Henderson Worldwide Income Fund

Henderson US Focus Fund

Henderson Japan-Asia Focus Fund

Henderson Global Equity Income Fund

Henderson Global Opportunities Fund

Henderson International Equity Fund

Henderson Global Real Estate Equities Fund

Henderson Industries of the Future Fund

HENDERSON GLOBAL FUNDS	STATE STREET BANK AND TRUST COMPANY
By: /s/ Christopher K. Yarbrough	By:/s/ Joseph L. Hooley
Name: Christopher K. Yarbrough	Name: Joseph L. Hooley
Title: Secretary	Title: President and Chief Operating Officer

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EXPENSE LIMITATION AGREEMENT

This EXPENSE LIMITATION AGREEMENT (the "Agreement") is effective as of August 29, 2008 by and between Henderson Global Investors (North America) Inc., a Delaware corporation (the "Adviser") and Henderson Global Funds, a Delaware statutory trust (the "Trust"), on behalf of the Henderson Industries of the Future Fund, a series of the Trust (the "Fund").

WHEREAS, the Trust is a Delaware statutory trust, and is registered under the Investment Company Act of 1940, as amended (the "1940 Act"), as an open-end management company of the series type, and the Fund is a series of the Trust;

WHEREAS, the Trust and the Adviser have entered into an Investment Advisory Agreement dated August 31, 2001 ("Advisory Agreement"), as amended by letter agreements dated September 24, 2003, April 30, 2004, August 1, 2005, January 31, 2006, August 1, 2006, November 30, 2006, January 31, 2008 and August 29, 2008 pursuant to which the Adviser provides investment advisory services to the Fund for compensation based on the value of the average daily net assets of the Fund; and

WHEREAS, the Trust and the Adviser have determined that it is appropriate and in the best interests of the Fund and its shareholders to maintain the expenses of the Fund at a level below the level to which the Fund may otherwise be subject;

NOW THEREFORE, the parties hereto agree as follows:

1. EXPENSE LIMITATION.

1.1 Applicable Expense Limit. To the extent that the ordinary operating expenses incurred by the Fund in any fiscal year, including but not limited to investment advisory fees of the Adviser, but excluding any distribution and service fees under Rule 12b-1 under the 1940 Act and/or shareholder service fees as described in the then current registration statement offering shares of the Fund and interest, taxes, brokerage commissions, other investment-related costs and extraordinary expenses, such as litigation and other expenses not incurred in the ordinary course of the Fund's business ("Fund Operating Expenses"), exceed the Operating Expense Limit, as defined in Section 1.2 below, such excess amount (the "Excess Amount") shall be the liability of the Adviser to the extent set forth in this Agreement.

1.2 Operating Expense Limit. The Operating Expense Limit in any year with respect to the Henderson Industries of the Future Fund shall be 1.70% (annualized) of the average daily net assets of the Fund.

1.3 Duration of Operating Expense Limit. The Operating Expense Limit with respect to the Fund shall remain in effect until July 31, 2020 unless renewed by written agreement of the parties.

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1.4 Method of Computation. To determine the Adviser's obligation with respect to the Excess Amount, each day the Fund Operating Expenses for the Fund shall be annualized. If the annualized Fund Operating Expenses

for any day of the Fund exceed the Operating Expense Limit of the Fund, the Adviser shall waive or reduce its investment advisory fee or absorb the other Fund expenses in an amount sufficient to pay that day's Excess Amount. The Trust may offset amounts owed to the Fund pursuant to this Agreement against the advisory fee payable to the Adviser.

2. TERM AND TERMINATION OF AGREEMENT.

The Agreement shall terminate either upon the termination of the Advisory Agreement, with respect to the Fund, or on July 31, 2020. The obligation of the Adviser under Section 1 of this Agreement shall survive the termination of the Agreement solely as to expenses and obligations incurred prior to the date of such termination.

3. MISCELLANEOUS.

3.1 Captions. The captions in this Agreement are included for convenience of reference only and in no other way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

3.2 Interpretation. Nothing herein contained shall be deemed to require the Trust or the Fund to take any action contrary to the Trust's Declaration of Trust, as amended, or By-Laws, as amended, or any applicable statutory or regulatory requirement to which it is subject or by which it is bound, or to relieve or deprive the Trust's Board of Trustees of its responsibility for and control of the conduct of the affairs of the Trust or the Fund.

3.3 Definitions. Any question of interpretation of any term or provision of this Agreement, including but not limited to the investment advisory fee, the computations of net asset values, and the allocation of expenses, having a counterpart in or otherwise derived from the terms and provisions of the Advisory Agreement or the 1940 Act, shall have the same meaning as and be resolved by reference to such Advisory Agreement or the 1940 Act.

3.4 Amendments. This Agreement may be amended only by a written agreement signed by each of the parties hereto.

3.5 Assignment. This Agreement may be assigned to the successors in interest of either party with the consent of the other party.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, as of the day and year first above written.

HENDERSON GLOBAL INVESTORS (NORTH AMERICA) INC.

By: /s/ Chris Yarbrough

Name: Chris Yarbrough
Title: Corporate Secretary
HENDERSON GLOBAL FUNDS

By: /s/ Scott E. Volk

Name: Scott E. Volk
Title: Treasurer

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VEDDERPRICE

VEDDER PRICE P.C.
222 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60601
312-609-7500
FAX: 312-609-5005

CHICAGO o NEW YORK CITY o WASHINGTON, D.C.

August 27, 2008

Henderson Global Funds
737 N. Michigan Avenue, Suite 1950
Chicago, Illinois 60611

Ladies and Gentlemen:

We have acted as counsel to the Henderson Global Funds, a Delaware statutory trust (the "Trust"), in connection with the filing with the Securities and Exchange Commission ("SEC") of Post-Effective Amendment No. 29 to the Trust's Registration Statement on Form N-1A (the "Post-Effective Amendment"), registering an indefinite number of units of beneficial interest, no par value, in the Henderson Industries of the Future Fund (collectively, the "Shares"), a series of the Trust (a "Fund"), of which the shares of the Fund have been classified and designated as Class A and Class C shares of the Fund, under the Securities Act of 1933, as amended (the "1933 Act").

You have requested our opinion as to the matters set forth below in connection with the filing of the Post-Effective Amendment. In connection with rendering that opinion, we have examined the Post-Effective Amendment, the Declaration of Trust, as amended, the Certificate of Trust of the Trust, the Trust's By-Laws, as amended, the actions of the Trustees of the Trust that authorize the approval of the foregoing documents, securities matters and the issuance of the Shares, and such other documents as we, in our professional opinion, have deemed necessary or appropriate as a basis for the opinion set forth below. In examining the documents referred to above, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of documents purporting to be originals and the conformity to originals of all documents submitted to us as copies. As to questions of fact material to our opinion, we have relied (without investigation or independent confirmation) upon the representations contained in the above-described documents and on certificates and other communications from public officials and officers and Trustees of the Trust.

Our opinion, as set forth herein, is based on the facts in existence and the laws in effect on the date hereof and is limited to the statutory laws and regulations of the United States of America and the Delaware Statutory Trust

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Act, excluding any cases decided thereunder. We express no opinion with respect to any other laws or regulations.

Based upon and subject to the foregoing and the qualifications set forth below, we are of the opinion that (a) the Shares to be issued pursuant to the Post-Effective Amendment have been

duly authorized for issuance by the Trust; and (b) when issued and paid for upon the terms provided in the Post-Effective Amendment, subject to compliance with the 1933 Act, the Investment Company Act of 1940, as amended, and applicable state laws regulating the offer and sale of securities, the Shares to be issued pursuant to the Post-Effective Amendment will be validly issued, fully paid and non-assessable.

This opinion is rendered solely for your use in connection with the filing of the Post-Effective Amendment. We hereby consent to the filing of this opinion with the SEC in connection with the Post-Effective Amendment. In giving our consent we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the 1933 Act or the rules and regulations of the SEC thereunder. This opinion is given to you as of the date hereof and we assume no obligation to advise you of any changes which may hereafter be brought to our attention. The opinions expressed herein are matters of professional judgment and are not a guarantee of result.

Very truly yours,

/s/ Vedder Price P.C.

VEDDER PRICE P.C.

COK/RMH

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the captions, "Disclosure of Portfolio Holdings" and "Independent Registered Public Accounting Firm" in the Prospectus and Statement of Additional Information of the Henderson Industries of the Future Fund, a series of the Henderson Global Funds included in the Registration Statement (Form N-1A) of the Henderson Global Funds filed with the Securities and Exchange Commission in this Post-Effective Amendment No. 29 to the Registration Statement under the Securities Act of 1933 (Registration No. 333-62270).

/s/ ERNST & YOUNG LLP

Chicago, Illinois
August 26, 2008

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HENDERSON GLOBAL FUNDS

SUBSCRIPTION AGREEMENT

1. Share Subscription. The undersigned hereby agrees to purchase from Henderson Global Funds (the "Trust"), which is a series type mutual fund, 40,000 Class A shares of beneficial interest and 5,000 Class C shares of beneficial interest of the Henderson Industries of the Future Fund (the "Fund") (each a "Share" and collectively the "Shares") at a purchase price of $10.00 per share, on the terms and conditions set forth herein and in the preliminary Prospectus described below. The undersigned hereby tenders $450,000 for the aggregate purchase price of the Shares.

The undersigned understands that the Trust has filed a post-effective amendment to the Registration Statement (No. 333-62270) on Form N-1A with the Securities and Exchange Commission, which contains the preliminary Prospectus describing the Trust, the Fund and the Shares. By its signature hereto, the undersigned hereby acknowledges receipt of a copy of the preliminary Prospectus.

The undersigned recognizes that the Fund will not be fully operational until such time as it commences the offering of its Shares. Accordingly, a number of features of the Fund described in the preliminary Prospectus, including, without limitation, the declaration and payment of dividends and redemptions of Shares upon request of shareholders, are not, in fact, in existence at the present time and will not be instituted until the Trust's post-effective amendment to the Registration Statement on Form N-1A is effective.

2. Representations and Warranties. The undersigned hereby represents and warrants as follows:

a. It is aware that no federal or state agency has made any findings or determination as to the fairness for investment, nor any recommendations or endorsement, of the Shares;

b. It has such knowledge and experience of financial and business matters as will enable it to utilize the information made available to it, in connection with the offering of the Shares, to evaluate the merits and risks of the prospective investment and to make an informed investment decision;

c. It recognizes that the Fund has only recently been organized and has no financial or operating history and, further, that investment in the Fund involves certain risks, and it has taken full cognizance of and understands all of the risks related to the purchase of the Shares, and it acknowledges that it has suitable financial resources and anticipated income to bear the economic risk of such an investment;

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d. It is purchasing the Shares for its own account, for investment, and not with any intention of redemption, distribution, or resale of the Shares, either in whole or in part;

e. It will not sell the Shares purchased by it without registration of the Shares under the Securities Act of 1933, as amended, or exemption therefrom;

f. It has been furnished with, and has carefully read, this Agreement and the preliminary Prospectus and such material documents relating to the Trust and the Fund as it has requested and as have been provided to it by the Trust; and

g. It has also had the opportunity to ask questions of, and receive answers from, the Trust concerning the Trust and the Fund and the terms of the offering.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of August 29, 2008.

HENDERSON GLOBAL INVESTORS (NORTH AMERICA) INC.

/s/ Chris Yarbrough

Name: Chris Yarbrough
Title: Corporate Secretary

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HENDERSON GLOBAL INVESTORS
(NORTH AMERICA) INC.
HENDERSON INVESTMENT MANAGEMENT LIMITED
HENDERSON GLOBAL FUNDS
(EACH SERIES THEREOF A "FUND")

CODE OF ETHICS (U.S.)

August 21, 2001, with amendments to be effective July 1, 2008.

TABLE OF CONTENTS

Please note: terms in this Code may be capitalized to signal the specific meaning described herein and in Section F.

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A. STATEMENT OF GENERAL POLICY

As participants in the investment industry, Henderson Global Investors (North America) Inc. ("HGINA"), Henderson Investment Management Limited ("HIML") and Henderson Global Funds (collectively, the "Firm") owe Clients an undivided duty of loyalty. Our Clients entrust us with their financial well-being and expect us to always act in their best interest. This confidence is vital. Therefore, we commit to not only living up to the letter of the laws which govern our business, but also to foster an environment of openness, honesty, integrity and professionalism by conducting our business on a set of shared values and principles of trust.

This fiduciary duty is fundamental in a highly regulated industry governed by federal, state and foreign laws, rules and regulations which, if not observed, can subject the Firm, its associates and employees to sanctions. To uphold this responsibility, at a minimum, you must at all times:

1. PLACE THE INTEREST OF THE FIRM'S CLIENTS FIRST.

2. AVOID TAKING INAPPROPRIATE ADVANTAGE OF YOUR POSITION.

3. CONDUCT ALL OF YOUR PERSONAL SECURITIES TRANSACTIONS IN FULL COMPLIANCE WITH THIS CODE OF ETHICS (THE "CODE").

4. UNDERSTAND AND COMPLY WITH APPLICABLE FEDERAL, STATE, AND FOREIGN LAWS AND REGULATIONS.

These general principles govern all conduct, whether or not the conduct also is covered by more specific standards and procedures below. This Code is designed to meet certain requirements under the Investment Advisers Act of 1940 (the "Advisers Act"), and the Investment Company Act of 1940 (the "1940 Act"), each as amended. It does not purport to comprehensively cover all types of conduct or transactions which may be prohibited or regulated by laws and regulations applicable to the Firm and persons connected with the Firm.

Individuals covered by this Code may also be covered by other regulations, codes or related policies such as the UK Personal Account Dealing Rules or the Henderson Global Funds Code of Ethics for Principal Executive and Senior Financial Officers. It is the responsibility of every employee and Associated Person (as defined in Section B) to read, understand and at all times act within (i) this Code (ii) other applicable policies and procedures of the Firm or any of its affiliates and (iii) applicable state, federal and foreign laws and regulations.

In addition, you must comply with the applicable policies and procedures set forth in the Firm's Compliance Manuals. Each Compliance Manual can be found on The Source at the following links: U.S. Compliance Manual, UK Compliance Manual, HGF Compliance Manual or by request to the Legal and Compliance Department. Some of the policies incorporated in those manuals have been linked to this Code. Most policies may be found on The Source or by contacting the Legal and Compliance Department.

Questions regarding competing or conflicting provisions should be addressed to the Legal and Compliance Department.

B. INDIVIDUALS WITHIN THE CODE

To educate our personnel, protect our reputation, and ensure that our tradition of integrity remains a standard by which we conduct business, the Firm has adopted this Code. It applies to each employee and Associated Person (as defined below) of the Firm, including all of its officers and directors, and establishes standards of conduct which we expect each individual to fully understand and agree to adopt. It is the responsibility of each employee and Associated Person to understand the various applicable laws and conduct themselves and their affairs, including personal security transactions, in a manner that upholds the Firm's fiduciary duty to Clients. Based upon your activities and role within the Firm, you will be placed in one or more of the following categories. Provisions of the Code may apply to more than one category. The Legal and Compliance Department will notify you which categories apply:

1. "DISINTERESTED TRUSTEE(S)" means any trustee of the Fund who is not an interested person of the Adviser or underwriter, is not an officer of the Fund and is not otherwise an "interested person" of the Fund as defined in the 1940 Act, as amended.

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2. "LIMITED ACCESS PERSON(S)" means any employee of the Firm or any Associated Person of the Firm who is not an Access Person under this Code.

3. "ACCESS PERSON(S)" means (i) any director, trustee or officer of the Firm; (ii) any employee of the Firm or an Associated Person of the Firm who, in connection with his/her regular functions or duties, makes, participates in, or has access to nonpublic information regarding the holdings of any fund for which HGINA or HIML serves as an adviser or nonpublic information regarding the purchase or sale of Covered Securities by a Client, or whose functions relate to the making of any recommendations with respect to the purchases or sales or has access to such recommendations that are nonpublic; and (iii) any natural person in a control relationship to the Firm who obtains information concerning recommendations made to the Clients with regard to the purchase or sale of Covered Securities by a Client.

4. "SUPERVISED PERSON(S)" means collectively Access Persons and Limited Access Persons.

5. "INVESTMENT PERSONNEL" means any employee of the Fund or the Adviser (or any company in a control relationship to the Fund or the Adviser) or any Associated Person, who, in connection with his or her regular functions or duties, makes or participates in making recommendations regarding the purchase or sale of securities by a Client. Investment Personnel also includes any natural person who (a) controls the Fund or Adviser AND (b) obtains information concerning recommendations made to Clients regarding the purchase or sale of securities by Clients.

Certain provisions of this Code apply to persons who are not employees of the Firm but perform services on its behalf and are deemed to be an Access Person or Limited Access Person as determined by the Chief Compliance Officer ("CCO"). These individuals may be referred to as "ASSOCIATED PERSON(S)" throughout the Code.

C. STANDARDS OF BUSINESS CONDUCT

Our commitment to fostering an environment of openness, honesty, integrity, and professionalism is reflected first in the fundamental standards that guide our business conduct. It is essential that each Supervised and Associated Person understand and apply these standards in every activity.

THE FIRST STANDARD: PLACE THE INTERESTS OF THE FIRM'S CLIENTS FIRST

GENERALLY: As a fiduciary, you must scrupulously avoid serving your own personal interests ahead of the interests of our Clients. You may not cause a Client to take action, or not to take action, for your personal benefit rather than the benefit of the Client. For example, you would violate this Code if you caused a Client to purchase a security you owned for the purpose of increasing the price of that security.

The following policies and procedures are in place to support this standard:

C.1.a Conflicts Of Interest

Our Clients expect that we will uphold our affirmative duties of care, loyalty, honesty, and good faith to act in their best interests. Compliance with these duties will first be achieved by attempting to avoid any conflict or potential conflict of interest, then by fully disclosing all material facts concerning any conflict that does arise with respect to any Client. At a minimum this means:

All Supervised Persons are prohibited from:

(i) Failing to timely recommend a suitable security to, or purchase or sell a suitable security for, a Client in order to avoid an actual or apparent conflict with a personal transaction in a security.

(ii) Using knowledge about pending or currently considered securities transactions for Clients to profit personally,

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directly or indirectly, as a result of such transactions, including by purchasing or selling such securities. Conflicts raised by personal securities transactions are also addressed in Section C.3 below.

(iii) Negotiating or making decisions regarding the Firm's business with any companies in which the Supervised Person has an investment or other personal interest without first seeking approval from the Legal and Compliance Department.

(iv) Acquiring, directly or indirectly, any Beneficial Interest in any Initial Public Offering or Limited Offering with respect to any security without first obtaining approval of the CCO. Supervised Persons in the UK are to obtain approval from an authorized signatory of the Central Dealing Desk in London. Persons wishing to obtain such permission must first provide full details of the proposed transaction (including written certification that the investment opportunity did not arise by virtue of the person's activities on behalf of the Client). Permission will not be granted without first concluding, after consultation with other Investment Personnel of the Firm (who have no personal interest in the issuer involved in the IPO), that the Client has no foreseeable interest in purchasing such security. Records of such approvals and the reasons supporting those decisions must be kept as required in Section C.4. The forms for submitting requests to participate in an Initial Public Offering or Limited Offering are attached as Appendices A and B, respectively.

All Supervised Persons will:

(v) Once they are aware of any personal interest that is or might be in conflict with the interest of a Client, disclose the situation or transaction and the nature of the conflict to the Legal and Compliance Department for appropriate consideration and obtain written approval from the Legal and Compliance Department before taking action.

(vi) Without limiting the foregoing, Investment Personnel who are planning to invest in or make a recommendation to invest in a security for a Client, and who have a material interest in the security or a related security, must first disclose such interest to the CCO. The CCO shall conduct an independent review of the recommendation to purchase the security for Clients and shall forward written evidence of such review to the Legal and Compliance Department. Investment Personnel who disclose such an interest to the CCO are exempt from a violation under Section C.1.a (i) of this Code.

In addition, the Funds' Board of Trustees may limit the ability of its CCO to own shares of the Adviser or its affiliates.

C.1.b Outside Business Activity

All Supervised Persons are required to promptly notify the CCO, in writing, of all outside business activity resulting in or potentially resulting in additional compensation arrangements, including monetary or other benefits that are or have the potential to be a conflict of interest.

No Supervised Person shall accept a position as an officer or employee or receive any compensation as a result of any business activity (other than a passive investment), outside the scope of his relationship with the Firm, unless such person has

received prior written approval from the CCO. Supervised Persons may seek approval of and disclose outside business activities on the form attached as Appendix C.

Registered Representatives of broker dealers are reminded that outside business activities also require approval from the employing broker dealer and are subject to additional FINRA rules.

Supervised Persons are prohibited from being independently registered as an investment adviser or being associated with an unaffiliated investment adviser as a director, officer, employee or Registered Representative without

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prior written approval from appropriate Adviser's Chief Investment Officer. Except for those brokers with which the Firm has service agreements for Registered Representatives, Supervised Persons are also prohibited from being independently registered as a broker dealer or from being associated with an unaffiliated broker dealer as an employee or Registered Representative.

SERVICE AS A DIRECTOR. Investment Personnel are prohibited from serving on the boards of directors of for-profit corporations, business trusts or similar business entities (other than the Fund and other Henderson affiliates), whether or not their securities are publicly traded, absent prior authorization by the Ethics Committee. Any such authorization will be based upon a determination that the board service would be consistent with the interests of the Firm's Clients and that adequate procedures exist to ensure isolation from those making investment decisions.

Supervised Persons must report to the Legal and Compliance Department any service on the boards of directors of for-profit corporations, business trusts or similar entities (other than the Fund and other Henderson affiliates), whether or not their securities are publicly traded.

NON-PROFIT ACTIVITIES. The Firm encourages its employees to become involved in community programs, civic affairs, and other non-profit activities. However, employees should not permit such activities to affect the performance of their job responsibilities. If there is any possibility that the non-profit organization will issue or sell securities or affect the assets of any Client, all Supervised Persons must receive written approval of the Legal and Compliance Department before accepting the position.

PARTICIPATION IN INVESTMENT CLUBS. Access Persons (including with respect to assets that are beneficially owned by the Access Person) may participate in private investment clubs or other similar groups only upon advance written approval from Compliance Risk Management, subject to such terms and conditions as determined by the CCO.

THE SECOND STANDARD: AVOID TAKING INAPPROPRIATE ADVANTAGE OF YOUR POSITION

GENERALLY: The receipt of investment opportunities, gifts or gratuities from persons seeking business with the Firm directly, or on behalf of a Client, could call into question the independence of your business judgment. In addition, any activity that

creates even the suspicion of misuse of material, non-public information by the Firm or its employees, which gives rise or appears to give rise to any breach of fiduciary duty owed to Clients, or which creates any actual, potential or perceived conflict of interest between Clients and the Firm or any of its employees must be avoided and is prohibited.

The following policies and procedures are in place to support this standard:

C.2.a Preferential Treatment, Gifts And Entertainment

Note that Supervised Persons in the UK that are seconded to HIML are subject to the UK Gifts and Benefits Procedures U.S. individuals are subject to the HGINA General Policy on Gifts and Entertainment attached as Appendix D.

C.2.b Inside Information

U.S. securities laws and regulations, and certain foreign laws, prohibit the misuse of "inside" or "material, non-public" information when trading or recommending securities. In addition, Regulation FD prohibits certain selective disclosure to analysts.

The law concerning insider trading generally prohibits:

(i) trading by an insider, while aware of material, non-public information; or

(ii) trading by a non-insider, while aware of material, non-public information, where the information was disclosed to the non-insider in violation of an insider's duty to keep it confidential; or

(iii) communicating material, non-public information to others in breach of a duty of trust or confidence.

MATERIAL AND NON-PUBLIC INFORMATION. Trading on inside information is not a basis for liability unless the information is deemed to be material and non-public. "Material information" generally is defined as information for which

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there is a substantial likelihood that a reasonable investor would consider it important in making his or her investment decisions, or information that is reasonably certain to have a substantial effect on the price of a company's securities.

Information provided by a company could be material because of its expected effect on a particular class of the company's securities, all of the company's securities, the securities of another company, or the securities of several companies. Moreover, the resulting prohibition against the misuses of material information reaches all types of securities (whether stock or other equity interests, corporate debt, commodities, government or municipal obligations, or commercial paper) as well as any option related to that security (such as a put, call, or index security).

In order for issues concerning insider trading to arise, information must not only be "material", it must also be "non-public". "Non-public information" is information which

has not been made available to investors generally. Information received in circumstances indicating that it is not yet in general circulation or where the recipient knows or should know that the information could only have been provided by an "insider" is also deemed non-public information.

At such time as material, non-public information has been effectively distributed to the investing public, it is no longer subject to insider trading restrictions. However, for non-public information to become public information, it must be disseminated through recognized channels of distribution designed to reach the securities marketplace.

To show that material information is public, you should be able to point to some fact verifying that the information has become generally available, for example, disclosure in a national business and financial wire service (Dow Jones or Reuters), a national news service (AP or UPI), a national newspaper (The Wall Street Journal, The New York Times, or Financial Times), or a publicly disseminated disclosure document (i.e., a proxy statement or prospectus). The circulation of rumors or "talk on the street", even if accurate, widespread and reported in the media, does not constitute the requisite public disclosure.

Material, non-public information is not made public by selective dissemination. Material information improperly disclosed only to institutional investors or to a fund analyst or a favored group of analysts retains its status as non-public information which must not be disclosed or otherwise misused. Similarly, partial disclosure does not constitute public dissemination. So long as any material component of the "inside" information has yet to be publicly disclosed, the information is deemed non-public and may not be misused.

INFORMATION PROVIDED IN CONFIDENCE. It is possible that Supervised Persons may become temporary "insiders" because of a duty of trust or confidence. A duty of trust or confidence can arise: (1) whenever a person agrees to maintain information in confidence; (2) when two people have a history, pattern, or practice of sharing confidences such that the recipient of the information knows or reasonably should know that the person communicating the material, non-public information expects that the recipient will maintain its confidentiality; or (3) whenever a person receives or obtains material, non-public information from certain close family members such as spouses, parents, children and siblings. For example, personnel at the Firm may become insiders when an external source, such as a company whose securities are held by one or more of the accounts managed by an Adviser, discloses material, non-public information to the Adviser's portfolio managers or analysts with the expectation that the information will remain confidential.

As an "insider", the Adviser has a duty not to breach the trust of the party that has communicated the material non-public information by misusing that information. This duty may arise because an Adviser has entered or has been invited to enter into a commercial relationship with the company, Client or prospective Client and has been given access to confidential information solely for the corporate purposes of that company, Client or prospective Client. This duty remains whether or not the Adviser ultimately participates in the transaction.

INFORMATION DISCLOSED IN BREACH OF A DUTY. Investment Personnel must be especially wary of material, non-public information disclosed in breach of a corporate insider's duty of trust or confidence that he or she owes the corporation and shareholders. Even where there is no expectation of

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confidentiality, a person may become an insider upon receiving material, non-public information in circumstances where a person knows, or should know, that a corporate insider is disclosing information in breach of a duty of trust and confidence that he or she owes the corporation and its shareholders. Whether the disclosure is an improper "tip" that renders the recipient a "tippee" depends on whether the corporate insider expects to benefit personally, either directly or indirectly, from the disclosure. In the context of an improper disclosure by a corporate insider, the requisite "personal benefit" may not be limited to a present or future monetary gain. Rather, a prohibited personal benefit could include a reputational benefit, an expectation of a "quid pro quo" from the recipient or the recipient's employer by a gift of the inside information.

A person may, depending on the circumstances, also become an insider or tippee when he or she obtains apparently material, non-public information by happenstance, including information derived from social situations, business gatherings, overheard conversations, misplaced documents, and tips from insiders or other third parties.

Under no circumstances may you transmit such information to any other person except Firm personnel who are required to be kept informed on the subject. Inside information obtained by any Supervised Person from any source must be kept strictly confidential. All inside information should be kept secure, and access to files and computer files containing such information should be restricted. Supervised Persons shall not act upon or disclose material, non-public or insider information except as may be necessary for legitimate business purposes on behalf of a Client or the Firm as appropriate. Questions and requests for assistance regarding insider information should be promptly directed to the Legal and Compliance Department.

EXAMPLES: Inside information may include, but is not limited to, knowledge of pending orders or research recommendations, corporate finance activity, mergers or acquisitions, advance earnings information and other material, non-public information that could affect the price of a security.

Client account information is also confidential and must not be discussed with any individual whose responsibilities do not require knowledge of such information. The Firm has separate policies on privacy that also govern the use and disclosure of Client account information.

PROCEDURE: Given the potentially severe regulatory, civil and criminal sanctions to which the Firm and its personnel could be subject, a Supervised Person who is uncertain as to whether the information he or she possesses is material non-public information should immediately take the following steps:

i. Report the matter immediately to the CCO or the Senior Legal Counsel ("SLC") of the Adviser;

ii. Do not purchase or sell the securities of the company in question on behalf of yourself or others, including investment companies or private accounts managed by an Adviser; and

iii. Do not communicate the information inside or outside the Firm, other than to the CCO or SLC of the Adviser.

After the CCO or SLC has reviewed the issue, you will either be instructed to continue the prohibitions against trading and communication or will be allowed to trade and communicate the information.

CONSEQUENCES: Penalties for trading on or communicating material, non-public information are severe, both for individuals involved in such unlawful conduct and their employers. A person can be subject to some or all of the penalties below even if he or she does not personally benefit from the violation. Penalties include: civil injunctions, treble damages, disgorgement of profits, jail sentences, fines for the person who committed the violation of up to three times the profit gained or loss avoided, whether or not the person actually benefited, and fines for the employer or other controlling person of up to the greater of $1,000,000 or three times the amount of the profit gained or loss avoided.

In addition, any violation of this policy statement can be expected to result in serious sanctions by the Firm, up to and including dismissal of the persons involved.

C.2.c Procedures to Implement the Policy Against Insider Trading

The following procedures have been established to aid the officers, directors, trustees and Supervised Person in avoiding insider trading, and to aid the Adviser in preventing, detecting and imposing sanctions against insider

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trading. Every officer, director, trustee and Supervised Persons must follow these procedures or risk serious sanctions, including fines, dismissal, substantial personal liability and criminal penalties.

1. No employee, officer, director or trustee of the Firm who is aware of material, non-public information relating to the Firm or any of its affiliates or subsidiaries, may buy or sell any securities of the Firm, or engage in any other action to take advantage of, or pass on to others, such material, non-public information.

2. No employee, officer, director or trustee of the Firm who is aware of material, non-public information which relates to any other company or entity in circumstances in which such person is deemed to be an insider or is otherwise subject to restrictions under the federal securities laws may buy or sell securities of that company or otherwise take advantage of, or pass on to others, such material, non-public information.

3. No employee, officer, director or trustee of the Firm shall engage in securities placed on the Embargoed Securities List. Embargoed Securities are securities in which a Henderson employee becomes aware of being in possession of material,

non-public information. Embargoed Securities are restricted from trading by both Henderson clients and employees. The UK Compliance Department provides the U.S. Compliance Department with the Embargoed Security List and these securities are entered into the iTrade System and are restricted from personal dealing by all Access Persons. Shares of the Firm, including Henderson Group plc, will be included on the Embargoed Securities List during Close Periods and may only be traded by employees adhering to the Henderson Group plc Employee Share Trading Policy. See Section C.2.d for more information on trading Henderson Group plc securities. No employee shall engage in a personal securities transaction with respect to any securities of any other company, except in accordance with the specific procedures set forth in under the Third Standard (below).

5. Employees shall submit reports concerning each securities transaction and verify their personal ownership of securities in accordance with the procedures set forth in this Code.

6. Because even inadvertent disclosure of material, non-public information to others can lead to significant legal difficulties, Supervised Persons or Disinterested Trustees should not discuss any potentially material, non-public information concerning the Firm or other companies with anyone, including other officers, employees and directors, except as specifically required in the performance of their duties.

C.2.d Procedures for Trading in Henderson Group plc Securities

This section summarizes the Henderson Group plc Employee Share Trading Policy. Full details of this policy can be seen on the Legal Homepage on The Source.

GENERAL TRADING RESTRICTION: No Director or employee of Henderson Group plc and all subsidiaries, including Supervised Persons of the Firm, may trade in or cause someone else to trade in Henderson Group plc securities, or any right or any interest in Henderson Group plc securities, while in possession of unpublished price-sensitive information concerning Henderson Group plc. This restriction also extends to trading in securities of other Henderson Group plc related entities that are listed on a securities exchange while in the possession of inside information concerning that entity.

NO DEALING DURING A CLOSE PERIOD: There must be no dealings by any employee during a "Close Period". Close Period generally means:

- The 60 days immediately before announcement of Henderson Group plc's annual results; and
- The 60 days immediately before announcement of Henderson Group plc's interim results;
- Or, in each case, the period from the end of the relevant year or half year up to the date of the announcement of the results, whichever is shorter.

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In exceptional circumstances, a different Close Period may apply, in which case all affected employees will be notified by the Company Secretary.

An email will be issued by the HGINA CCO, or his designee, confirming the exact dates for each Close Period.

In exceptional circumstances, there are exceptions to the rule on no-dealings during Close Periods. Any exceptions must be approved by the CCO or SLC.

The federal securities laws, including the U.S. laws governing insider trading, are complex. If you have any doubts or questions as to the materiality or non-public nature of information in your possession or as to any of the applicability or interpretation of any of the foregoing procedures or as to the propriety of any action, you should contact your CCO. Until advised to the contrary by the CCO, you should presume that the information is material and non-public and you should not trade in the securities or disclose this information to anyone.

THIRD STANDARD: CONDUCT ALL OF YOUR PERSONAL SECURITIES TRANSACTIONS IN FULL COMPLIANCE WITH THIS CODE

GENERALLY: You must not take any action in connection with your personal investments that could cause even the appearance of unfairness or impropriety. Accordingly, you must comply with the policies and procedures set forth in this Code. For example, you would violate this Code if you made a personal investment in a security that might be an appropriate investment for a Client without first considering the security as an investment for the Client.

Note that certain Supervised Persons with Clients located in the UK may also be subject to the UK Personal Account Dealing Rules. The following policies and procedures are in place to support this standard:

C.3.a Restrictions On Personal Security Transactions

(i) Supervised Persons (excluding Disinterested Trustees) shall not sell to, or purchase from, a Client any security or other property (except merchandise in the ordinary course of business), in which such person has or would acquire a beneficial interest, unless such purchase or sale involves shares of the Fund. Certain real estate investment vehicles may be exempted from this restriction upon approval from the Legal and Compliance Department.

(ii) Supervised Persons shall not discuss with or otherwise inform others of any actual or contemplated security transaction by a Client except in the performance of employment duties or in an official capacity and then only for the benefit of a Client, and in no event for personal benefit or for the benefit of others.

(iii) Supervised Persons shall not release information to dealers or brokers or others (except to those concerned with the execution and settlement of the transaction) as to any changes in Client investments, proposed or in process, except (i) upon the completion of such changes, (ii) when the disclosure results from the publication of a prospectus, (iii) in conjunction with a regular report to shareholders or to any governmental authority resulting in such information becoming public knowledge, or (iv) in connection with any report to which shareholders or Clients are entitled by reason of provisions of the declaration of trust, by-laws, rules and regulations, contracts or similar documents governing the operations of the Client.

(iv) Supervised Persons shall not use knowledge of portfolio transactions made or contemplated for Clients to profit by the market effect of such transactions or otherwise engage in fraudulent conduct in connection with the purchase or sale of a security sold or acquired by a Fund or other Client.

(v) No Supervised Person shall knowingly take advantage of a corporate opportunity of a Client for personal benefit, or take action inconsistent with such Person's obligations to a Client. All personal securities transactions must be consistent with this Code and must avoid any actual or potential conflict of interest or any abuse of any Person's

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position of trust and responsibility.

(vi) Any transaction in a Covered Security in anticipation of a Client's transaction ("front running") is prohibited.

(vii) No Supervised Person (other than a Disinterested Trustee) shall purchase or sell any Covered Security which such person knows that Henderson Global Investors either is purchasing or selling, or is considering for purchase or sale, for a Client until either a Client's transactions have been completed or consideration of such transaction is abandoned.

(viii) Fourteen calendar day blackout period - No access Person shall purchase or sell any Covered Security within a period of seven calendar days before or after a purchase or sale of the same security by a Client account. The fourteen calendar-day restriction does not apply to securities of an issuer that has a market capitalization of $25 billion or more at the time of the transaction. However, an Access Person must pre-clear these trades as with any other personal trade.

(ix) No Disinterested Trustee shall purchase or sell, directly or indirectly, any Covered Security in which he or she has, or by reason of such transaction acquires, any direct or indirect beneficial ownership or interest when the Disinterested Trustee knows that securities of the same class are being purchased or sold or are being considered for purchase or sale by the

Fund, until such time as the Fund's transactions have been completed or consideration of such transaction is abandoned.

(x) Supervised Persons who invest in the Funds are required to comply with the terms of the Funds' prospectus, including those related to short-term or other excessive trading. The Adviser monitors to detect such trading. Please contact the Legal and Compliance Department with any questions regarding this practice.

(xi) When anything in this Section C.3.a prohibits the purchase or sale of a security, it also prohibits the purchase or sale of any related securities, such as puts, calls, other options or rights in such securities and securities-based futures contracts and any securities convertible into or exchangeable for such security.

C.3.b Preclearance

(i) No Access Person (other than Disinterested Trustees) may buy or sell any Covered Security (other than shares of a Fund) for an account in which he has a Beneficial Interest, without having first obtained specific permission to deal as described in Section C.3.c below.

(ii) No Supervised Person may exchange or redeem shares of a Fund held for a period of less than 30 calendar days without having first obtained permission to deal as described in Section C.3.c. EMPLOYEES WHO TAKE ADVANTAGE OF AN AUTOMATIC PAYROLL DEDUCTION TO PURCHASE SHARES OF A FUND ARE REMINDED THAT REDEEMING SHARES OF THE SAME FUND MAY REQUIRE PERMISSION TO DEAL.

(iii) No Supervised Person may transact in an Initial Public Offering ("IPO"), Private Placement, or Limited Offering without first obtaining approval from the Adviser's CCO.

C.3.c Permission to Deal

(i) When required by Section C.3.b, Supervised Persons located in the United States ("U.S. Supervised Persons"), must obtain permission to deal for personal security transactions through iTrade. It is the responsibility of each U.S. Supervised Person to know how to access and obtain permission to deal from iTrade. If iTrade is not accessible or in the event of a disruption of service, transactions described under Section C.3 may not be affected until the problem has been addressed by the CCO. The CCO may choose to employ an alternate method of preclearance, such as the one described in Section

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C.3.c(iii) below, for any transaction or set of transactions. Transaction orders must be placed and executed by the close of business on the day permission is granted.

(ii) No non-U.S. Supervised Person (other than Disinterested Trustees) may buy or sell any Covered Security for an account beneficially owned by him without having first obtained specific permission from an authorized signatory of the Central Dealing Desk in London. In order to gain permission to trade, a completed Application for Permission to Deal Form, which can be obtained from the Legal and Compliance Department or the Central Dealing Desk, must be signed by at least one authorized signatory. After a completed Form has been approved, the transaction may be affected either internally through the Central Dealing Desk or through an external broker. Transaction orders must be placed by the close of the next business day after permission to trade is granted.

(iii) No Supervised Person shall directly or indirectly acquire a beneficial interest in securities through a Limited Offering or in an Initial Public Offering without obtaining the prior consent of the CCO. Supervised Persons in the UK are to obtain permission from an authorized signatory of the Central Dealing Desk in London. Consideration will be given to whether or not the opportunity should be reserved for any Client. Such officer will review these proposed investments on a case-by-case basis and approval may be appropriate when it is clear that conflicts are very unlikely to arise due to the nature of the opportunity for investing in the IPO or Limited Offering. The forms for submitting requests to acquire a beneficial interest in an IPO or a Limited Offering are attached as Appendices A and B, respectively.

All transactions in stock of the Firm or any affiliate of the Firm are also subject to the Henderson Group plc Employee Share Trading Policy.

C.3.d Excluded Transactions

The trading restrictions and preclearance requirements under this Section C.3 DO NOT APPLY to the following types of transactions:

(i) Transactions effected for any account over which the Supervised Person has no direct or indirect influence or control and which has been approved by the Legal and Compliance Department pursuant to the second paragraph of Section D.5 (below). The prohibitions of Section C.3.a do not apply to any transaction in a trust or investment advisory account in which a Disinterested Trustee (either alone or with others who are not subject to this Code) has a beneficial interest if the investment discretion over the account is exercised by a third party and at the time of the transaction the Disinterested Trustee did not have knowledge of the transaction.

(ii) Non-volitional purchases and sales, limited to dividend reinvestment programs and calls or redemption of securities.

(iii) The acquisition of securities by gift or inheritance or disposition of securities by gift to charitable organizations.

(iv) Standing orders for retirement or savings plans provided that prior clearance is obtained before an Access Person starts, increases, decreases or stops direct debits/standing orders for retirement plans or savings schemes (e.g., ISAs, PEPs). Lump sum investments or withdrawals for such plans or schemes must be pre-cleared on a case-by-case basis and are subject to trading restrictions.

(v) Transactions in options, futures or securities based on a broad-based securities index such as the S&P 500 Index, S&P 400 Mid Cap Index, S&P 100 Index, FTSE Index, Nikkei 225 Index, and NASDAQ 100 (e.g., "QQQs") are not subject to the preclearance requirements of Section C.3.b or c.

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C.3.e Reporting Procedures

Supervised Persons will provide a complete report of their personal security transactions and holdings to the Firm's CCO in the reports set forth below, including any Fund Shares held. Any report required to be filed shall not be construed as an admission by the person making such report that he/she has any direct or indirect beneficial interest in the security to which the report relates.

BROKERAGE ACCOUNTS. Before effecting personal transactions through an external broker, each Supervised Person (other than a Disinterested Trustee) must (i) inform the brokerage firm of his affiliation with the Firm; (ii) make arrangements for copies of confirmations or advices to be sent to the Legal and Compliance Department promptly after each transaction; and (iii) make arrangements for the Legal and Compliance Department to receive duplicate account statements. Upon informing the broker of your affiliation with the Firm, Supervised Persons may need to submit a 407 letter. See Appendix E.

INITIAL HOLDINGS REPORT. Each Supervised Person (other than a Disinterested Trustee) must provide a report which includes the following information within ten (10) calendar days of becoming a Supervised Person:

- The title and type of security, as applicable the exchange ticker symbol or Committee on Uniform Securities Identification Procedures ("CUSIP") number, the number of shares and principal amount of each Covered Security or Fund Shares in which the Supervised Person had any direct or indirect beneficial ownership when the Person became a Supervised Person;

- The name of any broker, dealer or bank with whom the Supervised maintained an account in which any securities were held for the direct or indirect benefit of

the Supervised Person as of the date the person became an Supervised Person; and

- The date that the report is submitted by the Supervised Person.

The information contained in the Initial Holdings Report shall be current as of a date not more than forty-five (45) days prior to the individual becoming an Supervised Person.

QUARTERLY TRANSACTION REPORTS. Not later than thirty (30) calendar days following the end of a calendar quarter, each Supervised Person (other than a Disinterested Trustee) must submit a report which includes the following information with respect to any transaction in the quarter in a Covered Security or any transaction in Fund Shares in which the Supervised Person had any direct or indirect beneficial ownership:

- The date of the transaction, the title, as applicable the exchange ticker Symbol or CUSIP number, the interest rate and maturity date (if applicable), the number of shares and principal amount of each Covered Security or Fund Shares involved;

- The nature of the transaction (i.e., purchase, sale or other type of acquisition or disposition);

- The price of the Covered Security or Fund Shares at which the transaction was effective;

- The name of the broker, dealer or bank with or through which the transaction was effected; and

- The date that the report is submitted by the Supervised Person.

A Supervised Person must make a quarterly transaction report even if the report would duplicate information contained in broker trade confirmations, notices or advices, or account statements, received by the Legal and Compliance Department.

The form of Quarterly Transaction Report is attached as Appendix F.

ANNUAL HOLDINGS REPORT. Each Supervised Person (other than a Disinterested Trustee) shall submit the information required in the paragraph titled "Initial Holdings Report" (above) annually within thirty (30) calendar

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days of the end of each calendar year. The information shall be current as of a date no more than forty-five (45) calendar days before the report is submitted. The form of Annual Holdings Report is attached as Appendix G.

DISINTERESTED TRUSTEES REPORTING REQUIREMENTS. A Disinterested Trustee shall provide a quarterly report with respect to any purchase or sale of any Covered Security in which such person had a beneficial interest if at the time of the transaction

the Disinterested Trustee knew, or in the ordinary course of fulfilling his or her official duties as a trustee of the Fund should have known, that on the date of the transaction or within fifteen (15) calendar days before or after the transaction purchase or sale of that class of security was made or considered for the Fund. The form of the report shall contain the information set forth in the section titled "Quarterly Transaction Reports" above.

The subsection "Disinterested Trustee Reporting Requirements" shall not apply to: (i) non-volitional purchases and sales, such as dividend reinvestment programs or calls or redemptions; or (ii) transactions in an account in which the Disinterested Trustee has no beneficial interest.

C.3.f Exceptions from Reporting Requirements.

A person need not make reports pursuant to this Section C.3.e with respect to:

(i) Transactions effected for, and Covered Securities or Fund Shares held in, any account over which the Person has no direct or indirect influence or control. Supervised Persons wishing to rely on this exception must receive prior approval from the Legal and Compliance Department.

(ii) Transactions pursuant to an automatic investment plan, for example dividend reinvestment plans.

(iii) Securities that are exclusively money market instruments, direct obligations of the U.S. government, shares of unaffiliated mutual funds.

(iv) A Supervised Person must make a quarterly transaction report even if the report would duplicate information contained in broker trade confirmations, notices or advices, or account statements, received by the Legal and Compliance Department. But the report need not duplicate the information contained in the confirmations or account statements that the adviser holds in its records, provided that the Firm receives those confirmations or statements no later than thirty (30) days after the close of the calendar quarter in which the transaction takes place.

REVIEW OF PERSONAL SECURITY REPORTS. The Legal and Compliance Department shall be responsible for identifying Supervised Persons, notifying them of their obligations under this Code and reviewing reports submitted under Section C.3.e. The Legal and Compliance Department will maintain the names of the persons responsible for reviewing these reports ("Reviewers"), as well as records of all reports filed pursuant to these procedures. The CCO or his designated Reviewer will monitor transactions and review the reports listed in Section C.3.e. No Reviewer shall be permitted to evaluate his/her own reports. Such reports shall be reviewed by the CCO. The CCO's Section C.3.e reports shall be evaluated by another Reviewer whose position with the Firm is equivalent to or above the CCO.

FOURTH STANDARD: COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

GENERALLY: The standards that guide our Firm and our industry cannot be upheld without a knowledge of the applicable rules and regulations in place to protect and guide. While the standards and supporting policies and procedures outlined in this document will help guide you, it is the responsibility of each Supervised Person, Associated Person and Disinterested Trustee to know and comply with applicable state, federal and foreign securities laws.

Rule 17j-1 under the 1940 Act and Rule 204A-1 under the Advisers Act (collectively the "Rules") require that the Firm and the Fund adopt a code of ethics. The code must contain provisions reasonably necessary to prevent access persons (as defined therein) from engaging in any act, practice or course of business prohibited by the Rules. Accordingly, this Code has been adopted to

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ensure that those who have knowledge of portfolio transactions or other confidential Client information will not be able to act thereon to the disadvantage of the Firm's Clients. This Code is also designed to meet certain records requirements under the Advisers Act, as amended. The Code does not purport comprehensively to cover all types of conduct or transactions which may be prohibited or regulated by the laws and regulations applicable to the Firm and persons connected with the Firm.

You are required as a condition of employment to uphold all federal securities laws. Policies and procedures throughout this Code as well as the Firm's compliance manuals support this fundamental standard.

D. ADMINISTRATION AND ENFORCEMENT OF THE CODE

D.1 Condition of Employment or Service

All Supervised Persons shall conduct themselves at all times in the best interests of the Clients. Compliance with the Code and applicable federal securities laws shall be a condition of employment or continued affiliation with the Fund or the Firm. Conduct not in accordance shall constitute grounds for actions which may include, but are not limited to, reprimand, restriction on activities, personal fines, disgorgement, termination of employment or removal from office. All Supervised Persons shall receive a copy of this Code and any amendments and shall certify annually, and with each update of this Code, that they have read and agree to comply with it in all respects and that they have disclosed or reported all personal securities transactions, holdings and accounts required to be disclosed or reported by this Code. The Certification of the Code is attached as Appendix H.

D.2 Training and Education

Procedures for informing Supervised Persons about the Code will help to foster our shared values and avoid inadvertent violations. The Legal and Compliance Department will ensure that Supervised Persons have training and education regarding the Code. Training will occur periodically, but no less frequently than annually. All

Supervised Persons are required to attend any training sessions and read any applicable materials. The Legal and Compliance Department will provide you with a copy of the Code which you will certify (i) within ten (10) days of first becoming a Supervised Person, (ii) annually, and (iii) whenever the Code is materially updated.

D.3 Reporting of Violations

EMPLOYEE REPORTING OF VIOLATIONS. Supervised Persons who become aware of any violation of the Code must report the violation to the CCO who will consult with the U.S. Legal Department. If the CCO appears to be involved in the wrongdoing, the report may be made to any member of the Ethics Committee. Upon notification of the alleged violation, the CCO, or Ethics Committee member, is obligated to advise the U.S. Legal Department. Examples of violations of the Code include, but are not limited to, any violation of any section herein; applicable laws, rules, regulations; fraud or illegal acts involving any aspect of the Firm's business; material misstatements in the Firm's regulatory filings, internal books and records, Client records or reports; and deviations from required controls and procedures that safeguard Clients.

Non-U.S. Supervised Persons should contact their CCO, and the U.S. and UK Legal Departments. The CCO will maintain records of all complaints and the actions taken to resolve them.

Any individual who wishes to report violations of the Code may choose to do so anonymously. Complaints submitted anonymously must be done either in writing or email, and may be submitted via a link on the Source or alternately in a confidential envelope addressed to the CCO or SLC.

All reports of violations will be investigated promptly and appropriately. RETALIATION AGAINST AN INDIVIDUAL WHO REPORTS ANY VIOLATION IN GOOD FAITH WILL NOT BE TOLERATED AND WILL AT A MINIMUM CONSTITUTE A FURTHER VIOLATION OF THE CODE.

Pursuant to the Sarbanes-Oxley Act, the Audit Committee of the Fund has adopted a Code of Ethics for Principal, Executive and Senior Financial Officers. Officers covered by that code are notified and should familiarize themselves with the relevant policies and procedures, which can be obtained from the Legal and Compliance Department.

REPORTS TO THE BOARD OF THE FUND. Quarterly, the Fund and the Adviser must provide a written report to the Board of Trustees that describes any issues

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arising under the Code or procedures since the last report to the Board of Trustees, including, but not limited to, information about material violations of the Code or procedures and sanctions imposed in response to the material violations. At least annually, the report will also certify to the Board of Trustees that the Fund and Adviser each have adopted procedures reasonably necessary to prevent Supervised Persons from violating the Code. The report should also include significant conflicts of interest that arose involving the Fund and Adviser's personal investment policies, even if the conflicts have not

resulted in a violation of the Code. For example, the Fund will report to the Board if a portfolio manager is a director of a company whose securities are held by the Fund.

D.4. Recordkeeping

The Firm shall maintain records, at its principal place of business, of the following:

(i) A copy of each Code in effect during the past five years;

(ii) A list of all Supervised Persons and Investment Personnel;

(iii) A record of any violation of the Code and any action taken as a result of the violation for at least five years after the end of the fiscal year in which the violation occurs;

(iv) A copy of each report made by Supervised Persons as required in this Code, including any information provided in place of the reports during the past five years after the end of the fiscal year in which the report is made or the information is provided;

(v) A copy of each certification of the Code made by any Supervised Person;

(vi) A copy of each trustee report made during the past five years; a record of all persons required to make reports currently and during the past five years; a record of all who are or were responsible for reviewing these reports during the past five years; and,

(vii) For at least five years after approval, a record of any decision and the reasons supporting that decision, to approve an Investment Personnel's purchase of securities in an IPO or a Limited Offering.

D.5 Enforcement and Exceptions to the Code

ENFORCEMENT. Responsibility for enforcing the Code lies primarily with the CCO. In his or her absence he or she or the SLC may designate a member of the Legal and Compliance Department to carry out any action or duty in this Code assigned to the CCO. The Legal and Compliance Department will review all material and information provided under the Code and determine if any violation of this Code has occurred, subject to the supervision of the Ethics Committee. The CCO will take any action he or she deems necessary with respect to any person covered by this Code who violates any provision (other than a Disinterested Trustee), subject to the review, direction and supervision of the Ethics Committee. The Ethics Committee also shall have the authority to impose such additional requirements or restrictions as it determines is necessary or appropriate. Reprimands for violations of the code are to be determined under the fact specific circumstance of each violation. The CCO and/or the Ethics

Committee may use the Violation Progression Guidelines (Attached as Appendix I) in determining an appropriate remedy.

EXCEPTIONS TO THE CODE. The CCO (subject to review by the Ethics Committee) shall have the authority to exempt any person or class of persons, or transaction or class of transactions, from any portion of this Code and to adopt interpretive positions with respect to any provision of this Code. Any such action shall be based on a good faith determination that (i) such exemption or interpretation is consistent with the fiduciary principles set forth in this Code and applicable federal laws; and (ii) the likelihood of any abuse of the Code as a result of such exemption or interpretation is remote.

D.6 Review and Amendments of the Code

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At least annually, the CCO will review the adequacy of the Code and the effectiveness of its implementation. The Legal and Compliance Department will provide each Supervised Person, Disinterested Trustee and Associated Person with a copy of the Code (i) when they are first determined to be a Supervised Person, Disinterested Trustee or Associated Person, (ii) annually and (iii) after any material changes.

Any material changes to this Code will be submitted to the Board of Trustees of the Funds and the Board of Directors of HGINA and HIML, respectively, for approval within six months of such change. Examples of changes that are not to be considered material are formatting and updates to the Table of Contents or any Appendix to the Code unless otherwise required by applicable law.

D.7 The Ethics Committee

The purpose of the Ethics Committee (the "Committee") is to provide an effective forum for review of the Code, its procedures and any violations resulting there from. At the effective date of this Code, the Committee consists of the CCOs of Henderson Global and HIML, Henderson Global's Senior Legal Counsel, Director of Retail Marketing, and Director of Corporate Services. Membership and composition of the Committee may change from time to time.

The Committee will generally meet quarterly or as often as necessary to review the operation of the Code and to consider deviations from operational procedures. These meetings are primarily intended for consideration of the general operation of the Code and substantive or serious departures from standards and procedures. Other persons may attend the meeting at the discretion of the Committee. Any individual whose conduct or report has given rise to the meeting may be called upon, but not have the right, to appear before the Committee.

It is not required that minutes of Committee meetings be maintained. From time to time the Committee or CCO may issue a report describing certain actions taken. If a report is issued, it shall be included in the confidential file maintained by the Legal and Compliance Department with respect to the particular employee or employees whose conduct has been the subject of the meeting.

The CCO will inform the Committee of any such violations at least quarterly. Any information received by the CCO and Committee relating to questionable practices or transactions by a Disinterested Trustee of the Fund, shall immediately be forwarded to the Audit Committee of the Fund for that committee's consideration and such action as it, in its sole judgment, shall deem warranted.

D.8 External Reports

The CCO must provide the boards of any investment company Clients with an annual report describing any issues under the Code. This report must include a discussion of any material violations of Code and whether there were any waivers granted that might be considered important by the investment company Clients.

E. QUESTIONS ABOUT THIS CODE

Questions regarding this Code should be addressed to the Legal and Compliance Team.

F. DEFINITIONS OF TERMS USED

"ACCESS PERSON" means (i) any director, trustee or officer of the Firm; (ii) any employee of the Firm or an Associated Person of the Firm who, in connection with his/her regular functions or duties, makes, participates in, or obtains information regarding the purchase or sale of Covered Securities by a Client, or whose functions relate to the making of any recommendations with respect to the purchases or sales; and (iii) any natural person in a control relationship to the Firm who obtains information concerning recommendations made to the Clients with regard to the purchase or sale of Covered Securities by a Client.

"ADVISER" means Henderson Global Investors (North America) Inc. ("Henderson Global") and Henderson Investment Management Ltd. ("HIML").

"ASSOCIATED PERSON" means any person who is not an employee of the Firm but performs services on behalf of the Firm and who is deemed to be an Access Person or Limited Access Person as determined by the Chief Compliance Officer.

"BENEFICIAL INTEREST" shall be interpreted in the same manner as it would be in

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determining whether a person is subject to the provisions of Section 16 of the Securities Exchange Act of 1934 and rules thereunder, which includes any interest in which a person, directly or indirectly, has or shares a direct or indirect pecuniary interest. A pecuniary interest is the opportunity, directly or indirectly, to profit or share in any profit derived from any transaction. EACH ACCESS PERSON AND LIMITED ACCESS PERSON WILL BE ASSUMED TO HAVE A PECUNIARY INTEREST, AND THEREFORE, BENEFICIAL INTEREST IN OR OWNERSHIP OF, ALL SECURITIES HELD BY THE ACCESS PERSON AND LIMITED ACCESS PERSON, THE ACCESS PERSON'S OR LIMITED ACCESS PERSON'S SPOUSE, ALL MINOR

CHILDREN, ALL DEPENDENT ADULT CHILDREN AND ADULTS SHARING THE SAME HOUSEHOLD WITH THE ACCESS PERSON OR LIMITED ACCESS PERSON (other than mere roommates) and in all accounts subject to their direct or indirect influence or control and/or through which they obtain the substantial equivalent of ownership, such as trusts in which they are a trustee or beneficiary, partnerships in which they are the general partner, except where the amount invested by the general partner is limited to an amount reasonably necessary in order to maintain the status as a general partner, corporations in which they are a controlling shareholder, except any investment company, mutual fund trust or similar entity registered under applicable U.S. or foreign law, or any other similar arrangement. The final determination of Beneficial Ownership is a question to be determined by the Legal and Compliance Department in light of the facts for each particular case. If in doubt, employees should consult with the CCO. Additional guidance on Beneficial Ownership can be found in Appendix J. Any questions an Access Person or Limited Access Person may have about whether an interest in a security or an account constitutes beneficial interest or ownership should be directed to the Legal and Compliance Department.

"CHIEF COMPLIANCE OFFICER" means, for HGINA, the Chief Compliance Officer of HGINA designated by its Board of Directors; for HIML, the Chief Compliance Officer of HIML designated by its Board of Directors; and for the Fund the Chief Compliance Officer of the Fund designated by its board of Trustees or, in each case, the person currently fulfilling the duties and functions of the office. Such duties may be delegated as in paragraph one of Section D.5.

"CLIENT" means any investment advisory client of the Firm, including the Fund.

"CONSIDERING FOR PURCHASE OR SALE" shall mean when the portfolio manager communicates that he/she is seriously considering making such a transaction or when a recommendation to the portfolio manager to purchase or sell has been made or communicated by an analyst at the Adviser and, with respect to the analyst making the recommendation, when such analyst seriously considers making such a recommendation.

"COVERED SECURITY" shall have the meaning set forth in Section 2(a)(36) of the Investment Company Act of 1940, as amended, including any right to acquire such security, such as puts, calls, other options or rights in such securities, and securities-based futures contracts, Fund Shares or exchange-traded funds, except that it shall not include securities which are direct obligations of the government of the United States, shares issued by U.S. registered open-end investment companies other than the Fund, bankers' acceptances, bank certificates of deposit or commercial paper and high quality short-term debt instruments, including repurchase agreements.

"DISINTERESTED TRUSTEE" means any trustee of the Fund who is not an interested person of the Adviser or underwriter, is not an officer of the Fund and is not otherwise an "interested person" of the Fund as defined in the Investment Company Act of 1940, as amended.

The "ETHICS COMMITTEE" shall consist of HIML's Director of Compliance or his/her designee, Henderson Global's Chief Compliance Officer, a designated legal representative of Henderson Global, Henderson Global's Director of Corporate Services and Henderson Global's Vice President of Operations or the person currently fulfilling the duties and functions of each such office, respectively.

"FUND" means the Henderson Global Funds and each series thereof.

"FUND SHARES" means shares of beneficial interest in any series of the Fund or any mutual fund advised by the Adviser or an affiliate.

"INITIAL PUBLIC OFFERING" means an offering of securities registered under the Securities Act of 1933, as amended, the issuer of which, immediately before the registration, was not required to file reports under Sections 13 or 15(d) of the Securities Exchange Act of 1934, as amended, or an initial public offering under comparable foreign law.

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"INVESTMENT PERSONNEL" means any employee of the Fund or the Adviser (or any company in a control relationship to the Fund or the Adviser) or any Associated Person, who, in connection with his or her regular functions or duties, makes or participates in making recommendations regarding the purchase or sale of securities by a Client. Investment Personnel also includes any natural person who controls the Fund or Adviser and who obtains information concerning recommendations made to Clients regarding the purchase or sale of securities by Clients.

"ITRADE" means the iTrade system for electronic preclearance of personal securities.

"KNOWINGLY/KNOWS/KNEW" means (i) actual knowledge or (ii) reason to believe but shall exclude institutional knowledge, where there is no affirmative conduct by the Employee to obtain such knowledge, for example, querying the Firm's trading system or Investment Personnel.

"LABOR ORGANIZATION" means a labor organization engaged in an industry affecting commerce and includes any organization of any kind, any agency, or employee representation committee, group, association, or plan so engaged in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours, or other terms or conditions of employment, and any conference, general committee, joint or system board, or joint council so engaged which is subordinate to a national or international labor organization, other than a State or local central body.

"LEGAL AND COMPLIANCE DEPARTMENT" shall mean the Compliance and Business Risk Department in the U.K. or the Legal and Compliance Department in the U.S., or successor departments, as appropriate.

"LIMITED ACCESS PERSON" means any employee of the Firm or any Associated Person of the Firm who is not an Access Person under this Code.

"LIMITED OFFERING" means an offering that is exempt from registration under Section 4(2) or Section 4(6) under the Securities Act of 1933, as amended, or pursuant to Rule 504, Rule 505, or Rule 506 under the Securities Act, as amended, and similar restricted offerings under comparable foreign law.

"PERSONAL BENEFIT" includes any intended benefit for oneself or any other individual, company, group or organization of any kind whatsoever except a benefit for a Client or the Firm, as appropriate.

"REGISTERED REPRESENTATIVE" means persons required to be registered under applicable SEC or FINRA rules to sell securities on behalf of a broker dealer or investment adviser.

"SENIOR LEGAL COUNSEL" means the Senior Legal Counsel of Henderson Global Investors (North America) Inc. or his or her designee for U.S. persons. For non-U.S. persons the term means the General Counsel of Henderson Group plc or his or her designee.

APPENDICES

APPENDIX A: PERMISSION FOR IPO

Initial Public Offering Approval Request

_____ _____

Name (Please Print) Department

1. Name of issuer:--

_____

2. Type of security: [] Equity [] Fixed Income

3. Planned date of
transaction:_____

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4. Size of offering:_____

5. Number of shares to be purchased:_____

6. What firm is making this IPO available to you?_____

7. Do you do business with this firm in connection with your job duties?

_____

8. Do you believe this IPO is being made available to you in order to influence brokerage order flow for fund or client accounts?

_____

9. Have you in the past received IPO allocations from this firm? [ ] Yes [ ] No

If "yes", please provide a list of all previously purchased IPO's_____

_____

_____

10. To your knowledge, are other Henderson personnel or clients involved?
[ ] Yes [ ] No

If "yes", please describe _____

_____

11. Describe how you became aware of this investment opportunity: _____

_____

_____

I understand that approval, if granted, is based upon the information provided herein and I agree to observe any conditions imposed upon such approval.

I represent (i) that I have read and understand the Code of Ethics with respect to personal trading and recognize that I am subject thereto; (ii) that the above trade is in compliance with the Code; (iii) that to the best of my knowledge the above trade does not represent a conflict of interest, or an appearance of a conflict of interest, with any client or fund; and (iv) that I have no knowledge of any pending client orders in this security. Furthermore, I acknowledge that no action should be taken by me to effect the trade(s) listed above until I have received formal approval.

_____ _____
Signature Date

Date Received: _____

Approved: _____ Disapproved: _____
Name: Name:
Title: Title:

Date: _____

APPENDIX B: PERMISSION FOR PPO

Private Placement Approval Request

(Attach a copy of the Private Placement Memorandum, Offering Memorandum or any other relevant documents)

_____ _____

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Name and Title (Please Print) Department

1. Name of corporation, partnership or other entity (the "Organization")
_____

2. Is the Organization: [ ] Public [ ] Private

3. Type of security or fund:
_____

4. Nature of participation (e.g., Stockholder, General Partner, Limited Partner). Indicate all applicable:
_____

5. Planned date of transaction:
_____

6. Size of offering (if a fund, size of fund):
_____

7. Size of your participation:
_____

8. Would the investment carry limited or unlimited liability?
[ ] limited [ ] unlimited

9. To your knowledge, are other Henderson personnel or clients involved?
[ ] Yes [ ] No If "yes", please describe:
_____

10. Describe the business to be conducted by the Organization: _____

_____

11. If Organization is a fund:

- Describe investment objectives of the fund (e.g., value, growth, core or specialty)_____

12. For portfolio managers:

Does a fund that you manage have an investment objective that would make this Private Placement an opportunity that should first be made available to a fund or client you manage money for? [ ] Yes [ ] No

If "yes", please describe which client or fund:

_____

13. Will you participate in any investment decisions? [ ] Yes [ ] No

If "yes", please describe:_____

14. Describe how you become aware of this investment opportunity:

_____

I understand that approval, if granted, is based upon the information provided herein and I agree to observe any conditions imposed upon such approval. I will notify the Legal and Compliance Department in writing if any aspect of the investment is proposed to be changed (e.g., investment focus, compensation, involvement in organization's management) and I hereby acknowledge that such changes may require further approvals, or divestiture of the investment by me.

I represent (i) that I have read and understand the Code of Ethics with respect to personal trading and recognize that I am subject thereto; (ii) that the above trade is in compliance with the Code; (iii) that to the best of my knowledge the above trade does not represent a conflict of interest, or an appearance of a conflict of interest, with any client or fund; and (iv) that I have no knowledge of any pending client orders in this security. Furthermore, I acknowledge that no action should be taken by me to effect the trade(s) listed above until I have received formal approval.

_____ _____

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Sign Date

Date Received: _____

Approved: _____ Disapproved: _____

Name: Name:
Title: Title:

Date: _____

APPENDIX C: OUTSIDE BUSINESS ACTIVITY

OUTSIDE BUSINESS ACTIVITY FORM

NAME OF SUPERVISED PERSON:_____ DATE SUBMITTED:_____

Part One: Notification and Disclosure

To comply with Section C.1.b of the Code of Ethics, I am disclosing the following outside business activity:

Part Two: Approval

To comply with Section C.1.b of the Code of Ethics, I am notifying and requesting approval for the following outside business activity in which I will accept a position as a director, officer, or employee or receive any compensation as a result of a business activity (other than a passive investment), outside the scope of my relationship with the Firm and its affiliates:

Part Three: Certification

I hereby certify that (i) the above information is accurate to the best of my knowledge, (ii) I know of no other information which would cause a real or apparent conflict of interest between the Firm, the interests of its clients and this outside business activity (iii) I believe that this outside business activity will not cause me to violate any of the standards of conduct or supporting policies in the Code of Ethics, and (iv) I will provide other information on request.

Signature: Date:
---------- ----------
Supervised Person

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Please submit this form to a member of the Legal and Compliance Department. If approval is sought for an outside business activity, this form must be completed and approved before the activity can begin or a position is accepted. Requests for approval will generally be returned within 10 business days of submission.

==========

Your request for approval of an outside business activity has been:

___Denied as a real or apparent conflict of interest

___Approved on the following conditions:

1. You will notify the Legal and Compliance Department if any of the above information changes;

2. _____

3. _____

Signature: _____ Date: _____

Member of the Legal and Compliance Department

APPENDIX D: HGINA GIFTS & ENTERTAINMENT POLICY

Henderson Global Investors (North America) Inc. ("HGINA")

GENERAL POLICY ON GIFTS AND ENTERTAINMENT

I. INTRODUCTION

Gift giving and receiving, as well as certain forms of hospitality provided by or to current or prospective Clients, Broker-Dealers, Vendors, or other business contacts may present a real or apparent conflict of interest. HGINA employees must always observe high standards of conduct in dealing with their customers or business contacts and apply fair and equitable principles of trade in their practices.

This Policy sets forth the parameters to give and receive gifts and entertainment to and from clients/business contacts or other service providers. Additionally, this Policy imposes requirements with respect to the documentation of such gifts and entertainment. The gifts and entertainment received sections of this Policy apply to all HGINA employees. The gifts and entertainment given sections of this Policy apply to all HGINA employees, except for the FINRA registered broker/dealer representatives, who are subject to a separate FINRA Cash and Non-Cash Compensation Policy, a copy of which is attached.

Any employee seeking an exception to this Policy should speak to either the CCO or Senior Legal Counsel. Any deviations to the policies set forth below may be made only under limited circumstances and only with prior written approval.

II. Gifts Given by Employees to Clients and Other Business Contacts

Nominal gifts may be given to business contacts or to charities on behalf of the Firm. WITHOUT THE PRIOR PERMISSION OF THE CCO, GIFTS SHOULD NOT EXCEED A FACE VALUE OF $100 AND THE AGGREGATE VALUE OF ALL SUCH OCCASIONS SHOULD NOT EXCEED A FACE VALUE OF $250 IN ANY TWELVE-MONTH PERIOD, TO A SINGLE RECIPIENT. If you believe it would be appropriate to give a gift that exceeds $100 face value in a specific situation, you must submit a written request to the CCO prior to giving the gift. Additionally, if you desire to make a political contribution of $200 or more on behalf of you or the firm to any federal, state or local candidate to any political association or group, you must report the contribution to the CCO in your next quarterly report (See II.A.3 below). NAMT members as well as Institutional staff must obtain prior consent from the CCO for ANY POLITICAL CONTRIBUTIONS no matter the amount being donated. If any gift under this Section II is in excess of $100 or is a political contribution of $200 or more, you can email the request to the CCO and specify: (1) the name of the presenter, (2) the name of the intended recipient and his or her employer, (3) the nature of the gift and the face value, (4) the nature of the business relationship; and (5) the reason the gift is being given. Gifts, in the form of cash or cash equivalents, including gift certificates redeemable for cash, cannot be given.

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Some clients or potential clients (e.g. states and municipalities) have stringent restrictions and/or prohibitions on the acceptance of gifts and/or business entertainment by their personnel and it is the responsibility of the HGINA employee to adhere to any such restrictions and/or prohibitions. NOTE THAT HGINA EMPLOYEES ARE NOT ALLOWED TO PROVIDE GIFTS OR ENTERTAINMENT OF ANY VALUE TO LABOR

ORGANIZATIONS (AS DEFINED UNDER THE CODE) OR ANY OFFICER, AGENT OR OTHER REPRESENTATIVE OR EMPLOYEE OF A LABOR ORGANIZATION, AS THE TERM IS DEFINED IN THE CODE OF ETHICS.

EMPLOYEES ARE CURRENTLY RESPONSIBLE FOR DOCUMENTING EACH GIFT GIVEN BY USING THE NE7 EXPENSE REPORTING SYSTEM. GIFTS SHOULD BE PROPERLY CATEGORIZED AND A DESCRIPTION OF THE GIFT SHOULD BE INCLUDED.

A. EXCEPTIONS FROM THE GIFT POLICY:

1. Gifts with a Face Value Less Than $100

As noted above, if an employee is giving a business contact a gift of less than a $100 face value, prior permission from the CCO is not required. Note that the gift will still be included in the total of gifts subject to the $250 aggregate limit as described above, the gift will still be required to be reported on the NE7 Expense Reporting System and it will still require approval from the employee's manager (through the normal expense approval process).

2. Personal Gifts

HGINA employees at their own cost, may provide gifts to a business contact or the family or friends of a business contact. THESE GIFTS ARE NOT CONSIDERED GIFTS THAT MUST BE TRACKED/DOCUMENTED UNDER THIS POLICY. For example, employees may give gifts to friends and family members who are also clients/suppliers in connection with commonly recognized life events or occasions such as a wedding, bar/bat mitzvah, christening and the like or occasions such as birthdays or holidays at their own cost. Judgment should be used in connection with the giving of any such gifts so as not to create an appearance of impropriety and to ensure that such gifts are consistent with the usual and customary gift-giving practices of the employee. THE VALUE OF THE GIFT SHOULD NOT BE SO EXCESSIVE AS TO RAISE QUESTIONS OF IMPROPRIETY.

3. Political Contributions

HGINA employees may, at their own cost, give political contributions to any federal, state or local candidate or any political association or group provided that such contributions are made in accordance with applicable federal and state laws. HGINA employees must identify any such contributions of $200 or more on their quarterly report indicating the candidate or group to which the contribution was made and the dollar amount of such contribution.

In all instances, NAMT members and members of the Institutional Marketing and Business Development group must obtain prior approval of all political contributions from the CCO.

III. Entertainment and Hospitality Provided to Current/Prospective Clients/Business Contacts

HGINA AUTHORIZES BUSINESS ENTERTAINMENT AND HOSPITALITY OF CURRENT AND PROSPECTIVE CLIENTS/BUSINESS CONTACTS AND THEIR AUTHORIZED GUESTS AS LONG AS IT IS APPROPRIATE AND NEITHER SO FREQUENT NOR SO EXTENSIVE OR LAVISH AS TO RAISE QUESTIONS OF IMPROPRIETY. All such entertainment

and hospitality is subject to NE7 Expense Reporting requirements and should be approved by the employee's manager.

AS LONG AS AN HGINA EMPLOYEE IS PRESENT AT THE ENTERTAINMENT OR HOSPITALITY EVENT WITH THE CURRENT OR PROSPECTIVE CLIENT/BUSINESS CONTACT, THE EVENT IS NOT DEEMED TO BE A GIFT AND WILL NOT BE SUBJECT TO THE ABOVE GIFT GIVING POLICIES. Therefore, if an employee is unable to attend, he/she must have someone from HGINA attend in their place if they wish for it to be considered as

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entertainment or hospitality and not as a gift.

A. OTHER POLICIES/PRINCIPLES:

1. The purpose of entertainment events is to provide an opportunity for meaningful business dialogue and to develop long-term business relationships.

2. In the case of an event involving an overnight stay that will be paid by HGINA , for each full day of the event there should be at least one substantive business presentation/discussion.

3. An HGINA employee must be present at each segment of the function being paid for by HGINA.

4. Thoughtful consideration should be given to an appropriate client/business contact to the HGINA employee ratio at each segment of the function.

5. Neither HGINA nor the HGINA employee may pay for out-of-pocket incidentals for clients/business contacts during an event.

6. Neither HGINA nor the HGINA employee may pay for separate events for clients'/business contacts spouses/companions; however, spouses/companions may attend, at HGINA's expense, group entertainment functions. These guidelines apply to all entertainment events.

7. HGINA employees must maintain a list of all attendees and their corporate affiliations for ticket reimbursement requests.

8. HGINA employees who purchase season tickets to sporting, theatrical, golf memberships, or other events for business purposes may only request reimbursement for tickets used with clients/business contacts.

B. TRAVEL:

1. HGINA generally may not pay for commercial travel to or from out-of-town events, including airfare, upgrades, car rentals, train transportation or the like for clients/business contacts or their guests. However, for the Henderson Property Group Annual Client Meeting and for certain other institutional clients, HGINA may pay for client travel as it is not so lavish as to raise questions of impropriety.

2. HGINA may pay for ground transportation for HGINA clients/business contacts and their guests at an out-of-town event destination.

C. MEALS AND LODGING:

1. HGINA or employees may not pay for lodging expenses of clients/business contacts and their spouses/companions (including hotel upgrades and house rentals) unless such offsite or out of town event incorporates a substantive business meeting or presentation.

2. HGINA AND ITS EMPLOYEES MAY PAY FOR FOOD AND BEVERAGES FOR CLIENTS/BUSINESS CONTACTS AND THEIR GUESTS AS LONG AS AN HGINA EMPLOYEE IS PRESENT FOR THE MEAL OR EVENT. For example, HGINA may pay for the dinner of the spouse of a client/business contact as long as the client/business contact and the HGINA employee are at the same dinner.

IV. Gifts Received by Employees (or Family Members) from Current/Prospective Clients/Business Contacts

Any instance of a single gift, entertainment or other personal benefit received from current or prospective clients/business contacts or other service providers with a face value greater than $100 must be reported to the Legal and Compliance Department (whenever possible prior to acceptance) on the Gift & Entertainment Declaration Form attached to this Policy. Anyone receiving gifts or entertainment totaling more than $250 face value from any one source in any twelve-month period, must obtain approval from the Legal and Compliance Department for each gift or entertainment over the threshold prior to

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acceptance. IT IS THE EMPLOYEE'S RESPONSIBILITY TO MONITOR THE AGGREGATE VALUE OF SUCH GIFTS OR ENTERTAINMENT RECEIVED.

Any questions regarding the value or receipt of any gift or other personal benefit should be directed to the Legal and Compliance Department. If the value of a gift cannot be easily determined, the employee should make a good faith estimate or consult with the Legal and Compliance Department to make a determination of value.

Gifts or entertainment received which is unacceptable according the Policy or found to be unacceptable by the Legal and Compliance Department must be returned to the presenter. Gifts should be received at the employee's normal workplace, not at the home of the employee.

ANY FAILURE TO REPORT GIFTS RECEIVED BY THE EMPLOYEE TO THE LEGAL AND COMPLIANCE DEPARTMENT IN ACCORDANCE WITH THIS POLICY WILL BE CONSIDERED A VIOLATION OF THE HGINA CODE OF ETHICS. The Legal and Compliance Department will maintain a Central Gifts Register, which summarizes a list of all such gifts received by employees.

V. Entertainment and Hospitality Received from Current/Prospective Clients/Business Contacts

Usual and normal benefits provided to an employee in the ordinary course of business are permitted. This would include an occasional dinner, a ticket to a sporting event or theatre, a golf outing, etc.

HGINA employees are not to accept hospitality or entertainment from clients or business contacts that is:

- Solicited by the employee (i.e. asking for tickets to an event)
- Lavish or unusual
- Not a normal or customary type of amenity
- Too extensive or frequent as to raise questions of propriety
- An expense reimbursed that HGINA would not pay

Hospitality and entertainment accepted by an HGINA employee is subject to the same reporting requirements noted above. If the value cannot be easily determined, the employee should make a good faith estimate or consult with the Legal and Compliance Department to make a determination of value.

VI. Questions

Any questions regarding this Policy should be directed to the Legal and Compliance Department.

Contact:

Ken Kalina	(312) 915 9122
Chris Yarbrough	(312) 915 9144
Megan Wolfinger	(312) 475 7010

AS NOTED EARLIER, FINRA REGISTERED REPRESENTATIVES ARE SUBJECT TO APPLICABLE STATE AND FEDERAL RULES INCLUDING THE FINRA CASH AND NON-CASH COMPENSATION POLICY CONDUCT RULE 2830 OF THE FINRA RULES OF ASSOCIATION.

GIFTS & ENTERTAINMENT DECLARATION FORM

This form must be completed for the acceptance of any gift, entertainment or other personal benefit if the value exceeds $100 face value and must be completed PRIOR to acceptance for benefits totaling more than $250 face value from any one source in any twelve month period.

Please complete Section A only and return to the Legal and Compliance department. For benefits requiring PRIOR approval, Section B will be completed and either authorization or denial will be communicated to the recipient.

SECTION A

RECIPIENT :

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DATE BENEFIT RECEIVED / OF EVENT :

DONOR :

RELATIONSHIP :

NATURE OF GIFT OR EVENT :

FACE VALUE OF GIFT OR POLITICAL CONTRIBUTION OR EVENT : $

WERE YOU THE RECIPIENT OF ANY OTHER BENEFIT FROM THIS DONOR WITHIN THE PAST TWELVE MONTHS? YES/NO IF YES, EXPLAIN.

SIGNATURE OF RECIPIENT : DATE :

SECTION B

LEGAL AND COMPLIANCE SIGN-OFF PROVIDED BY :

SIGNATURE : DATE :

APPENDIX E: 407 LETTER

On Letterhead

[Date]
Broker Name
Broker Address

RE: REQUEST FOR DUPLICATE TRADE CONFIRMATIONS AND ACCOUNT STATEMENTS FOR [Supervised Person's Name and if available account number].

To Whom It May Concern:

[Supervised Person's name] is an "Supervised Person" of Henderson Global Investors (North America) Inc. as that term is defined in our Code of Ethics. As such She /he (and certain members of her/his household, if applicable) is/are subject to our Code of Ethics, which requires that trade confirmations and duplicate brokerage statements be sent to us. Please send documentation for all accounts, including account number _____. Confirmations and duplicate statements should be sent to the attention of Carolyn Cetera, Legal Department at Henderson Global Investors (North America) Inc., 737 N. Michigan Ave., Suite 1700, Chicago, IL 60611.

Please feel free to call me at 312.915-9159 if you have any questions or require further information.

Sincerely,

[Name of a member of L&C Team]
Legal and Compliance

[Supervised Person's Name]
[Supervised Person's title]

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Henderson Global Investors (North America) Inc.

APPENDIX F: QUARTERLY TRANSACTION REPORT

HENDERSON GLOBAL INVESTORS (NORTH AMERICA) INC.
HENDERSON INVESTMENT MANAGEMENT LTD.
HENDERSON GLOBAL FUNDS

Securities Transaction Report

For the Calendar Quarter Ended _____ __, 200_

This report is due no later than thirty (30) days after the calendar quarter end. During the quarter referred to above, the following transactions were effected in securities of which I had, or by reason of such transactions acquired, direct or indirect beneficial ownership, and which are required to be reported pursuant to the Code of Ethics:

<TABLE>
<CAPTION>

Name of Security (including interest rate and maturity for debt)	Transaction Date	Number of Shares and Principal Amount	Total Dollar Amount	Nature of Transaction (Purchase or Sale)	Price	Broker or Bank Used
<S>	<C>	<C>	<C>	<C>	<C>	<C>

</TABLE>

This report (a) excludes transactions not required to be reported, and (b) is not an admission that I have or had any direct or indirect beneficial ownership in the securities listed above.

I have established and maintain a securities brokerage account or accounts for my direct or indirect benefit in which securities were held during the quarter identified above. Information pertaining to such account(s) is set forth below:

Name of Broker, Dealer or Bank at which Account is Established	Date on which Account was Established

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[ ] I have nothing to report.

[ ] I personally trade securities and have my broker send notices regarding those trades to the Legal and Compliance Dept.

[ ] My broker makes decisions for me regarding my investments and sends duplicate account statements to the Legal and Compliance Dept.

[ ] I own Henderson Global Fund shares and understand that they send duplicate account statements to the Legal and Compliance Dept.

[ ] I own Henderson Group PLC shares through employer-sponsored plans.

[ ] I have made the following political contributions that exceed $200 to candidates and/or political associations:

Candidate/Group	Date	Amount

Date: ----------

Name: ----------

Signature: ----------

APPENDIX G: ANNUAL HOLDINGS REPORT

HENDERSON GLOBAL INVESTORS (NORTH AMERICA) INC.
HENDERSON INVESTMENT MANAGEMENT LTD.
HENDERSON GLOBAL FUNDS

HOLDINGS REPORT

This form must be completed by all Supervised Persons of the Henderson Global Funds (other than Disinterested Trustees) within ten (10) calendar days after becoming an Access Person and annually within thirty (30) calendar days from the time requested by the Legal and Compliance Department. All information must be current as of a date within forty (45) days of the date of this report.

Supervised Persons are those persons defined in the Code of Ethics. The Legal and Compliance Department maintains a list of Access Persons.

I HEREBY CERTIFY AS FOLLOWS:

|_| I do not have any holdings in Covered Securities.

|_| The only holdings subject to reporting requirements under the Code of Ethics I have to report are in shares of Henderson Global Funds or funds advised by HGINA or an affiliate and you are receiving duplicate account statements and confirmations.

|_| I have listed ALL Covered Securities positions I beneficially own (including those of my spouse and minor children and other securities attributed to me under the Code). This includes securities positions held in a brokerage account and those that are not (i.e., held in certificate form in a safe deposit box, etc.).

Note that Covered Securities DO NOT include U.S. registered open-end mutual funds, money market securities or direct obligations of the government of the United States. Covered Securities INCLUDE securities issued by governments other than the United States and non-U.S. investment companies (e.g., UK investment trusts) and securities held through retirement plans or savings schemes (e.g., ISAs and PEPs). (SEE THE CODE OF ETHICS FOR FURTHER EXPLANATIONS OF THE TERMS COVERED SECURITY AND BENEFICIAL INTEREST). (Please complete all columns.)

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<TABLE>
<CAPTION>

SECURITY NAME	# OF SHARES HELD	PRINCIPAL AMOUNT	NAME OF BROKER/DEALER OR BANK ACCOUNT
<S>	<C>	<C>	<C>
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			
11)			
12)			
13)			
14)			
15)			
16)			
17)			
18)			
19)			
20)			

</TABLE>

|_| Check here if you have attached additional pages of Covered Securities positions and provide on the following line the total number of Covered Securities positions listed: _____.

Date

Please Print Your Name Here

Signature

APPENDIX H: ACKNOWLEDGEMENT AND CERTIFICATION

ACKNOWLEDGEMENT AND CERTIFICATION

I acknowledge that I have read the Henderson Code of Ethics effective _____(a copy of which has been supplied to me, which I will retain for future reference) and agree to comply in all respects with the terms and provisions thereof. I have disclosed or reported all personal securities transactions, holdings and accounts required to be disclosed or reported by this Code of

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Ethics and have complied with all provisions of this Code.

Print Name

Date

Signature

APPENDIX I: VIOLATION PROGRESSION GUIDELINES

ETHICS COMMITTEE OF
HENDERSON GLOBAL INVESTORS (NORTH AMERICA) INC.
HENDERSON INVESTMENT MANAGEMENT LIMITED
HENDERSON GLOBAL FUNDS
PERSONAL TRADING VIOLATION PROGRESSION GUIDELINES

INTRODUCTION:

When a Supervised Person violates the Code of Ethics (the "Code") for Henderson Global Investors (North America) Inc. ("HGINA"), Henderson Investment Management Limited ("HIML") and Henderson Global Funds (the "Fund") the violation often is done in error, without the intent to harm any Client or, to deceive or to hide the individual's personal trading activity. Such violations may be considered to be "administrative violations." For example:

(i) late reporting of quarterly and/or holdings reports may generally be considered administrative if not habitual;

(ii) failure to pre-clear, which is determined by the CCO, subject to review by the Ethics Committee, to be unintentional and not habitual may also be considered an administrative violation.

Intentional violations of the Code are much more serious and would be considered material. The Chief Compliance Officer, subject to review by the Ethics Committee, will determine whether a violation is administrative or material and whether an incident or incidents constitutes one or more violation(s). HGINA, HIML and the Fund each considers appropriate responses to both types of violations important to the regulatory well being of its organization.

Under the Code, the Chief Compliance Officer must respond to each violation, subject to the review, direction and supervision of the Ethics Committee. The response should be designed to take appropriate corrective action for each violation that demonstrates the Fund's, HGINA's and HIML's commitment to effective enforcement of the Code.

The following general guidelines are intended to ensure that HGINA, HIML and the Fund are consistent and fair in addressing violations under the Code. Every violation of the Code is unique. However, some violations, such as late reporting and failure to preclear a Covered Security, may occur more often. The following progression provides guidelines to assist the Chief Compliance Officer in determining a reasonable course of action for more common violations.

The Chief Compliance Officer will generally impose consequences for violations based on these guidelines; however, subject to the review and approval of the Ethics Committee, the Chief Compliance Officer may deviate from these guidelines based upon the circumstances of individual violations. All violation consequences will be reviewed by the Ethics Committee at quarterly meetings to ensure appropriate actions are being taken. Individuals subject to disciplinary action under these guidelines may also seek review by the Ethics Committee.

GUIDELINES:

Note that violations from late reporting and failure to pre-clear a covered Security may be treated separately under these guidelines, for example, the first time an individual completes a reporting requirement late may be treated as a "First Administrative Violation" even if the individual had previously violated the code in other ways.

FIRST ADMINISTRATIVE VIOLATION:

- Inform the individual of the violation and confirm that pertinent information is documented.

- Document a discussion with the individual of the issue,

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relevant portions of the Code, and the consequences of future violations.

- The individual re-attests to their knowledge of the Code.
- Determine whether, based on circumstances, it is appropriate to: reverse the trade in question and/or fine the individual.

SECOND ADMINISTRATIVE VIOLATION:

- Inform the individual of the violation and confirm that pertinent information is documented.
- Document a discussion with the individual of the issue, relevant portions of the Code, and the consequences of future violations.
- The individual re-attests to their knowledge of the Code.
- Send a letter of reprimand to the individual's employment file and report the incident to individual's manager for supervisory purposes.
- Determine whether, based on circumstances, it is appropriate to: reverse the trade in question; and/or fine the individual.

THIRD OR MORE ADMINISTRATIVE VIOLATIONS:

- Inform the individual of the violation and confirm that pertinent information is documented.
- Document a discussion with the individual of the issue, relevant portions of the Code, and the consequences of future violations.
- The individual re-attests to their knowledge of the Code.

- Send a letter of reprimand to the individual's employment file and report the incident to individual's manager for supervisory purposes.
- Reverse the trade in question and/or fine the individual.

MATERIAL VIOLATIONS:

If any violation is material, then it will be discussed with the person's manager, reported to the Board of the Fund and the Executive Management of HGINA and/or HIML. Termination of employment may be discussed with HGINA's or HIML's Human Resources Department and Executive Management.

ADDITIONAL NOTES:

- Fines will be paid to HGINA or HIML who will then forward the money to a legitimate charity.
- Violations by spouses and those living in the same household who are covered by the Code will be treated as violations caused by the Access Person or Limited Access Person employed by HGINA or HIML.
- Information discovered in the front running and insider-trading reviews will be used to determine the severity of each violation consequence.
- To the extent an employee fails to pre-clear and then profits from a trade that would not have received permission to deal, then the employee will be required to disgorge the profits, which will then be forwarded by HGINA or HIML to a legitimate charity.

APPENDIX J: GUIDANCE ON BENEFICIAL OWNERSHIP

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For a final determination of whether you have Beneficial Ownership in a covered Security please see your Chief Compliance Officer. However, the following examples are offered as guidance:

1. Securities Held By Family Members

(a) Example 1-A:
X and Y are married. Although Y has an independent source of income from a family inheritance and segregates her funds from those of her husbands, Y contributes to the maintenance of the family home. X and Y have engaged in joint estate planning and have the same financial adviser. Since X and Y's resources are clearly significantly directed towards their common property, they will be deemed to be beneficial owners of each other's securities.

(b) Example 1-B:
X and Y are divorced. They do not live together. Neither party contributes to the support of the other. X has no control over the financial affairs of his wife. Neither X nor Y is a beneficial owner of the other's securities.

(c) Example 1-C:

X's adult son Z lives in X's home. Z is self-supporting and contributes to household expenses. X is a beneficial owner of Z's securities.

(d) Example 1-D:
X's mother A lives alone and is financially independent. X has power of attorney over his mother's estate, pays all her bills and manages her investment affairs. X borrows freely from A without being required to pay back funds with interest, if at all. X takes out personal loans from A's bank in A's name, the interest from such loans being paid from A's account. X is a significant heir of A's estate. X is a beneficial owner of A's securities.

2. Securities Held by a Company

(a) Example 2-A:
O is a holding company with 5 shareholders. X owns 30% of the shares of the company. Although O does no business on its own, it has several wholly-owned subsidiaries which do. X has beneficial interest in the securities owned by O.

3. Securities Held in Trust

(a) Example 3-A:
X is trustee of a trust created for his two minor children. When both of X's children reach 21, each will receive an equal share of the corpus of the trust. X is a beneficial owner of the securities in the trust.

(b) Example 3-B:
X is trustee of an irrevocable trust for his daughter. X is a director of the issuer of the equity securities held by the trust. The daughter is entitled to the income of the trust until she is 25 years old, and is then entitled to the corpus. If the daughter dies before reaching 25, X is entitled to the corpus. X should report the holdings and transactions of the trust as his own.

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