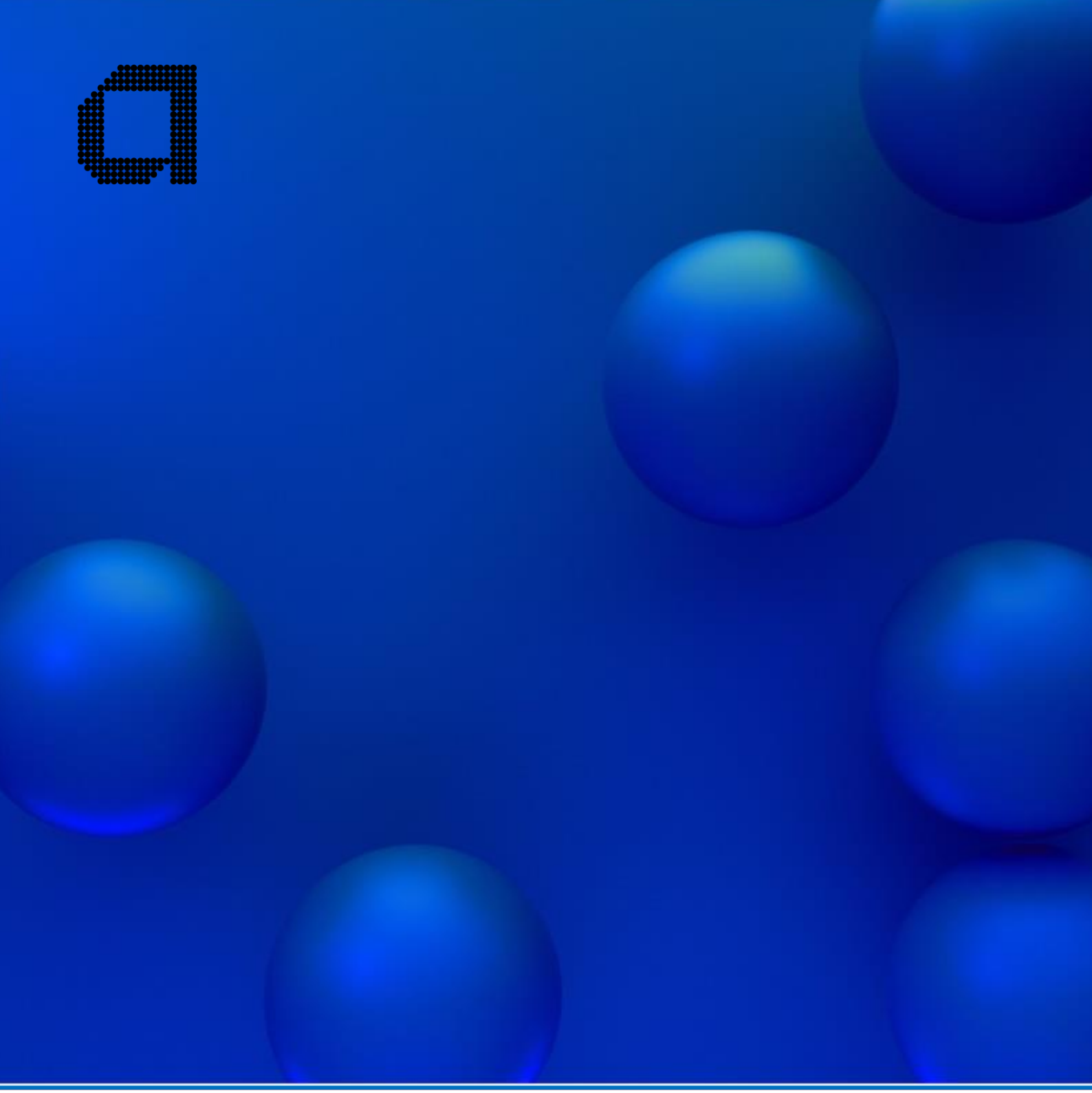


abrdn UK Real Estate Funds ICVC*

Prospectus

21 December 2023

*previously known as Standard Life Investments UK Real Estate Funds ICVC

abrdn.com

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

abrdn Fund Managers Limited, the authorised corporate director and alternative investment fund manager of the company, is the person responsible for the information contained in this Prospectus. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained in this document does not contain any untrue or misleading statement or omit any matters required by the Collective Investment Schemes Sourcebook and Investment Funds Sourcebook to be included in it. abrdn Fund Managers Limited accepts responsibility accordingly.

PROSPECTUS

OF

ABRDN UK REAL ESTATE FUNDS ICVC

(An open-ended investment company incorporated with limited liability under registered number IC989)

This document constitutes the Prospectus for **ABRDN UK REAL ESTATE FUNDS ICVC** which has been prepared in accordance with the Collective Investment Schemes Sourcebook and Investment Funds Sourcebook.

This Prospectus is dated and is valid as at 21 December 2023

Copies of this Prospectus have been sent to the FCA and the depositary.

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

The distribution of this Prospectus and the offering of shares in certain jurisdictions may be restricted. Persons into whose possession this Prospectus comes are required by the company to inform themselves about and to observe any such restrictions. This Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The shares have not been and will not be registered under the 1933 Act or the securities laws of the United States. The shares may not be offered or sold directly or indirectly in the United States or to or for the account or benefit of any US Person or in a transaction not subject to the regulatory requirements of the 1933 Act and any applicable state securities laws. Any re-offer or resale of any of the funds in the United States or to US Persons may constitute a violation of US law. The company has not been and will not be registered under the 1940 Act and investors will not be entitled to the benefit of registration.

The shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of these offering materials. Any representation to the contrary is unlawful. The shares are subject to restrictions on transferability and resale and may not be transferred or resold in the United States except as permitted under the 1933 Act and applicable state securities laws, pursuant to registration or exemption therefrom.

In order to ensure compliance with the restrictions referred to above, the company is, accordingly, not open for investment by any US Persons or ERISA Plans except in exceptional circumstances and then only with the prior consent of the ACD. A prospective investor may be required at the time of acquiring shares to represent that such investor is a qualified holder and not a US Person or acquiring shares for the account or benefit, directly or indirectly, of a US Person or with the assets of an ERISA Plan. The granting of prior consent by the ACD to an investment does not confer on the investor a right to acquire shares in respect of any future or subsequent application.

The UK government has enacted legislation enabling it to comply with its obligations in relation to international tax compliance including the United States provisions commonly known as “FATCA”. As a result the ACD may need to disclose the name, address, taxpayer identification number and investment information relating to certain investors in the Trust to HM Revenue & Customs, who will in turn exchange this information with their overseas counterparts in relevant jurisdictions.

The extent to which the company is able to report to HM Revenue & Customs will depend on each affected shareholder in the company providing the company or its delegate with any information that the company determines is necessary to satisfy such obligations.

By signing the application form to subscribe for shares, each prospective shareholder is agreeing to provide information upon request to the ACD or its agent. If a shareholder does not provide the necessary information, the ACD will be required to report it to HM Revenue & Customs and may exercise its right to redeem completely the holding of an affected shareholder (at any time upon any or no notice).

Potential investors should not treat the contents of this Prospectus as advice relating to legal, taxation, investment or any other matters and are recommended to consult their own professional advisers concerning the acquisition, holding or disposal of shares.

The provisions of the instrument of incorporation are binding on each of the shareholders and a copy of the instrument of incorporation is available on request.

This Prospectus has been issued for the purpose of section 21 of the Financial Services and Markets Act 2000, as amended (the “Act”) by abrdn Fund Managers Limited.

The distribution of this Prospectus in certain jurisdictions may require that this Prospectus is translated into the official language of those countries. Should any inconsistency arise between the translated version and the English version, the English version shall prevail.

We may transfer your personal information to countries located outside of the UK or the EEA. This may happen when our servers, suppliers and/or service providers are based outside of the UK or EEA. The data protection laws and other laws of these countries may not be as comprehensive as those that apply within the UK and the EEA. In these instances we will take steps to ensure that your privacy rights are respected. Details relevant to you may be provided upon request.

This Prospectus is based on information, law and practice at the date of this Prospectus. The company cannot be bound by an out of date prospectus when it has issued a new prospectus and investors should check with abrdn Fund Managers Limited that this is the most recently published Prospectus.

GLOSSARY

Please note not all terms in the glossary are used in the Prospectus.

Term	Definition
Absolute Returns	A fund which targets a specific level of return rather than a return in excess of that of a stock, bond, commercial property or other market.
ACD	abrdn Fund Managers Limited or such other person as may be appointed to provide the services of authorised corporate director
ACD Agreement	An agreement dated 1 July 2014 between the company and Ignis Fund Managers Limited which was novated to the ACD on 13 July 2015.
Active / Actively Managed	An investment management technique where judgement is employed based on analysis to select fund holdings in an attempt to deliver targeted performance.
Administrator	abrdn Investment Management Limited (formerly known as Standard Life Investments Limited) or such other entity as is appointed to act as administrator to the company from time to time.
AIFM	abrdn Fund Managers Limited, the alternative investment fund manager of the company.
AIFMD	Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers as amended, supplemented, replaced or consolidated from time to time.
AIFMD Level 2 Regulation	Commission Delegated Regulation (EU) 231/2013 supplementing Directive 2011/16/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision, as it applies in the UK by virtue of the EUWA.
AIFM Regulations	The Alternative Investment Fund Managers Regulations 2013.
Approved Bank	As defined in the glossary of definitions in the FCA Rules.
Average	When used in the context of a group of funds with different returns, “average” is calculated by adding together all the returns and then dividing by the number of funds.
Auditor	KPMG LLP, or such other entity as is appointed to act as auditor to the company from time to time.
Benchmark Regulation	Regulation (EU) 2016/1011 of the European Parliament and the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds as it applies in the UK by virtue of the EUWA.
Body Corporate	A legal entity incorporated in any jurisdiction (including within the UK) or any legal entity treated as a body corporate for tax purposes in any jurisdiction with which the UK has any form of double tax treaty or other agreement to relieve double tax which has effect under the UK’s tax

	legislation by Order of Council or under such a double tax treaty or other agreement.
Bond/s	An investment taking the form of a loan, usually to a company or government, that pays interest. There are many different types of bonds with specific characteristics; examples include inflation-linked, convertible, asset-backed and mortgage-backed.
Cash	Readily available non-invested assets held at a bank or other financial institution.
Class or Classes	In relation to shares, means (according to the context) all of the shares of a particular fund or a particular class or classes of share of a particular fund.
COLL	The Collective Investment Schemes Sourcebook forming part of the FCA Rules.
Commercial Property	Land and buildings such as offices, shopping centres, and warehouses owned on a freehold or leasehold (see Freehold / Leasehold) basis and let to tenants in exchange for a rent. Non-traditional assets include nursing homes, student accommodation, caravan parks and multi-let residential developments. Excludes assets such as houses let to individual tenants.
Commodity	A raw material or product that can be traded on various exchanges such as gold, silver or oil.
Company	abrdn UK Real Estate Funds ICVC.
Comparator/Performance Comparator	A factor against which a fund manager invites investors to compare a fund's performance.
Constraint / Portfolio Constraining Benchmark	A factor that fund managers use to limit or constrain how they construct a fund's portfolio with the intention of limiting risk. A "portfolio constraining benchmark" is an index which is used as a reference point for these factors.
Conversion	The conversion of shares in one class in a fund to shares of another class in the same fund and "Convert" shall be construed accordingly.
Creditworthiness	An assessment of the ability of a borrower to repay debt. Typically refers to the perceived riskiness of bonds issued by companies or governments.
Currency Exposure	The potential for a fund that invests overseas to lose or gain money purely because of changes in the currency exchange rate.
Cut-Off Point	The point prior to which orders to buy, sell or switch shares must be received in order for them to be actioned at the next valuation point and details of which are set out for each fund (if relevant) in Appendix II.
Dealing Day	Any day on which banks in London are open for business other than days (as determined by the ACD in its discretion) where, in respect of any exchange or market on which a substantial portion of a fund's

	portfolio is traded, such exchange or market is closed. The days on which banks in London are open for business which are not dealing days will be available at the registered office of the ACD and on the website at www.abrdn.com. All references to "dealing days" in this prospectus should be read accordingly.
Dealing Day for Redemption	As set out in Appendix I for each class in each fund.
Dealing Day for Subscription	As set out in Appendix I for each class in each fund.
Depositary	The depositary of the company, Citibank UK Limited.
Derivative	Financial instruments whose value depends in some way on the value of other, more basic, underlying financial assets or indices. They may commonly relate to the value of particular equities or markets more broadly, commodities like oil or grain, but also interest rates, inflation and volatility. There are many types of derivatives, with the most common being swaps, futures and options.
Director or Directors	The directors of the company from time to time (including the ACD).
Diversification/Diversified	Holding a variety of investments that typically perform differently from one another with the intention of smoothing the fund's performance profile.
Domiciled	Country where a company has its permanent registered headquarters.
Duration	A measure of sensitivity to the effect of changes in interest rates on the value of bonds. Individual bonds or bond funds with high duration are more sensitive than those with low duration
EEA	European Economic Area.
EEA State	A State which is a contracting party to the agreement on the EEA signed at Oporto on 2 May 1992, as it has effect for the time being.
EEA UCITS	An undertaking for collective investment in transferable securities that satisfies the conditions necessary for it to enjoy the rights conferred by the UCITS Directive as implemented in the EEA.
Efficient Portfolio Management or EPM	As defined in Appendix II.
Emerging Markets	Countries that are progressing towards becoming advanced, usually shown by some development in financial markets, the existence of some form of stock exchange and a regulatory body.
Enhanced Index/Indexing	A form of portfolio management supported by the use of numerical techniques where funds are typically managed more closely to, and

	constrained by, a performance comparator, than traditional actively managed funds.
Equity Related Securities	Instruments which share many or most of the characteristics of equities (company shares) such as P-Notes (participatory notes).
ERISA Plan	(i) any retirement plan subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) any individual retirement account or plan subject to Section 4975 of the United States Internal Revenue Code of 1986, as amended; or (iii) an entity whose assets include plan assets by reason of a plan's investment in the entity (generally because 25% or more of a class of equity interests in the entity is owned by plans).
Ethical Investment Policy	The ethical investment policy of abrdn, which can be found at the following website: https://www.abrdn.com/en/uk/wealthmanager/investment-capabilities/esg-investment.
EUWA	The European Union (Withdrawal) Act 2018.
Exchange	The exchange of units in a feeder fund for shares in the PAIF fund.
Exchange Traded Funds (ETFs)	A basket of securities (bonds, company shares, etc.) which trade on an exchange. The constituents of the basket are selected so that the ETF's performance replicates something else, typically an index. ETFs are often used to obtain exposure cheaply and because they trade on an exchange, are generally easy to buy and sell.
Exposure	Direct or indirect investment in a particular asset or asset type, currency or market which may be expressed as a percentage of a fund.
FCA	The Financial Conduct Authority or any other regulatory body which may assume its regulatory responsibilities from time to time.
FCA Rules	The FCA's handbook of rules and guidance as amended from time to time.
Feeder Fund(s)	The abrdn UK Real Estate Feeder Fund[1], a fund of the abrdn UK Real Estate Trust, which is the feeder fund for the PAIF fund.
FIIA	A fund investing in inherently illiquid assets as defined by COLL.
Fixed Rate	An interest rate that will remain the same throughout the asset lifecycle.

[1] The abrdn UK Real Estate Feeder Fund was previously known as the "Standard Life Investments UK Real Estate Feeder Fund".

Floating Rate	An interest rate that may change throughout the asset lifecycle often dependent on a pre-set reference point
Freehold/Leasehold	The owner of the property owns it outright including the land its built on/The owner holds the property but not the land, on expiry of the lease the ownership returns to the freeholder.
Frontier Markets	Countries that are more established than the least developed countries but still less established than emerging markets.
FUND Sourcebook	The Investment Funds Sourcebook which forms part of the FCA Rules.
Futures	Futures are financial contracts obligating the buyer to purchase an asset or the seller to sell an asset, such as a physical commodity or a financial instrument, at a predetermined future date and price.
Infrastructure	Investments in companies (via shares or loans) managing or developing projects aimed at improving a country or region's infrastructure including transportation, water, communication, electric systems etc.
Inherently Illiquid Asset	An inherently illiquid asset refers to an asset as defined in the FCA Rules and as referred to in COLL.
Instrument of Incorporation	The instrument of incorporation of the company, as amended from time to time.
Interest Rates	An interest rate is a percentage charged/earned on the total amount you borrow/save.
Investment Adviser	abrdn Investment Management Limited (formerly known as Standard Life Investments Limited), investment adviser to the ACD in respect of the company (including in relation to the real estate assets which may be held).
Investment Grade / High Yield	Refers to the credit quality of a bond (a loan to a company or government). Investment grade bonds have a higher rating as judged by a rating agency than high yield bonds and are thus judged to be less likely to default on their obligations to repay the loan and the interest on it. To compensate for the higher risk, high yield bonds pay a higher rate of interest than investment grade bonds.
ISA	An Individual Savings Account of which the ACD is the plan manager.
Leverage	An increase in exposure within a fund either through borrowing cash to fund asset purchases or the use of derivatives. In the case of the latter, leverage occurs because the exposure obtained by purchasing derivatives exceeds the cash cost of the derivative itself.
Liquidity	The degree to which an investment can be quickly bought or sold on a market without it materially affecting its price.
Long Positions	A long position refers to the ownership of an asset with the expectation that it will rise in value.

Long Term	Five or more years.
Market Cycle	An assessment by market participants of changes between different market or business environments.
Median	The middle value of a set of ordered numbers.
Medium Term	Three to five years.
Money-Market Instruments	Investments usually issued by banks or governments that are a short term loan to the issuer by the buyer. The buyer receives interest and the return of the original amount at the end of a certain period.
Mortgage-Backed Bond	A mortgage-backed bond is a bond secured by a mortgage on one or more assets, typically backed by real estate holdings and real property such as equipment.
Net Asset Value or NAV	The value of the scheme property of the company or of any fund (as the context may require) less the liabilities of the company or of any fund (as the context may require) as calculated in accordance with the instrument of incorporation.
OEIC Regulations	The Open-Ended Investment Companies Regulations 2001 as amended or re-enacted from time to time.
Options	Options are similar to futures; however instead of being obliged to buy/sell something at a pre-determined date, the fund is buying the option to buy/sell something during a period of time or on a specific date.
PAIF	A fund of an open-ended investment company which is a Property Authorised Investment Fund, as defined in Part 4A of the tax regulations and the Glossary to the FCA Rules.
PAIF Fund	The abrdn UK Real Estate Fund, currently the only fund of the company.
Passively Managed/Passive Management	An investment management technique where the management team aims to achieve a similar investment return to that of a particular market index. Different indexation methods may be used to achieve this goal. For example, the management team may construct a portfolio which fully replicates the market index. Alternatively they may construct a portfolio which is highly correlated to the market index but does not fully replicate the market index ("sampling"). The choice of technique is a matter of judgement but is determined by the primary objective of replicating the market index return as closely as possible.
Performance Target	Refers to a level of performance which the management team has in mind when managing a particular fund. Usually expressed by reference to an index or as a particular value. Although the management team aims to achieve the Performance Target, there is no certainty this will be achieved.
Property Investment Business	Property investment business as defined in the tax regulations and summarised in Appendix II.

Quantitative Techniques	Investment management techniques where the management team use approaches based on numerical analysis to select fund holdings.
Quartile	A term used when a group of products are grouped together and ranked by a particular feature, such as performance, and then split into four groups (four quartiles). As an example “Top quartile performance” refers to the products within the group (quartile) that performed the best.
Rating Agency	A rating agency is a company that assesses the financial strength of companies and government regarding their ability to make interest payments and ultimately repay debts, particularly bonds, they have issued.
Real Estate Investment Trusts (REITS)	Companies usually listed on a stock exchange that own and manage predominantly income-producing commercial or residential property.
Register	The register of shareholders of the company.
Regulated Activities Order	The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) as amended from time to time.
Regulations	AIFMD, AIFM Regulations, AIFMD Level 2 Regulation, FCA Rules and the OEIC Regulations (as applicable and as the context may require).
Repo /Reverse Repo	An agreement between two parties, one of which is the fund, to sell or buy an asset and later reverse the trade at a pre-agreed date and price.
Risk Target	Refers to a level of risk which the management team has in mind when managing a particular fund. In this context, “risk” refers to the volatility of the fund’s share price. May be expressed relative to an index, or as a particular value. Although the management team aims to achieve the risk target, there is no certainty this will be achieved.
Rolling	Refers to periods of time which are of a consistent length and which continually move (or “roll”) forward as time elapses. So “rolling three year periods” refers to a period of time going back three years from a given date, where the given date moves forward by 1 day every day.
Scheme Property	The scheme property of the company or a fund (as appropriate) required under the regulations to be given for safekeeping to the depositary.
SDRT	Stamp duty reserve tax.
Securitisation	The creation of a bond by combining the cash flows from multiple underlying assets into a single asset which can be bought or sold by investors.

Sector/Sector Weightings	A grouping of companies or businesses which are categorised for investors as operating in similar industry or market and sharing similar characteristics. “Sector weightings” refers to the proportion of a fund invested in a particular sector or sectors. Additionally, similar funds are typically grouped together by organisations such as the Investment Association as a means of facilitating performance comparisons – these groups are also referred to as “sectors”.
Share or Shares	A share or shares in the company (including larger denomination shares, and smaller denomination shares equivalent to one-thousandth of a larger denomination share).
Shareholder	A holder of registered shares in the company.
Short Position	A short position refers to transactions in assets which are expected to benefit from a fall in the value of the asset.
Short Term	Less than three years.
Standing Independent Valuer(s)	CBRE Limited, registered office: St Martin Court, 10 Paternoster Row, London EC4M 7HP (a company limited by shares incorporated in England and Wales with registered number 3536032); Knight Frank LLP, registered office: 55 Baker Street, London, W1U 8AN (a limited liability partnership); or such other entity or entities as is or are appointed to act as standing independent valuer to the PAIF fund from time to time.
Sub Investment Grade	Sub investment grade bonds have a lower rating as judged by a rating agency than investment grade bonds and are thus judged to be more likely to default on their obligations to repay the loan and the interest.
Supranational	A supranational bond is one issued by a body which is composed of representatives of more than one nation. Such bodies include, for example, the European Central Bank or the World Bank.
Swaps	A swap is a derivative contract through which two parties exchange the cash flows or liabilities from two different financial instruments.
Switch	The exchange, where permissible, of shares of one fund for shares of another fund.
Tax Regulations	The Authorised Investment Funds (Tax) Regulations 2006 (SI 2006/964), as amended from time to time.
UCITS Directive	Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS), as amended (including by Directive 2014/91/EU of the European Parliament and of the Council of 23 July 2014).
UCITS scheme	A UK UCITS.

UK	United Kingdom.
UK CRR	Regulation (EU) 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, as it applies in the UK by virtue of the EUWA, read together with any "CRR rules" as defined in section 144A of the Act.
UK UCITS	An undertaking for collective investment in transferable securities established in the UK within the meaning of section 236A and 237 of the Act.
United States or US	The United States of America, its territories and possessions, any state of the United States, and the District of Columbia.
US Person	A person who falls within the definition of "US person" as defined in rule 902 in regulation S of the United States Securities Act 1933.
Valuation Point	The point, whether on a periodic basis or for a particular valuation, at which the ACD carries out a valuation of the scheme property for the company or a fund (as the case may be) for the purpose of determining the price at which shares of a class may be issued, cancelled or redeemed. For details of the valuation point for any particular funds or class within a fund please see Appendix I.
VAT	Value added tax.
VIE (variable interest entity)	A structure that enables foreign investors to gain indirect exposure to companies with foreign ownership restrictions.
Volatility	A measure of the size of changes in the value of an investment. Commonly, the higher the volatility, the higher the risk.
Yield	The income from an investment usually stated as a percentage of the value of the investment.
1933 Act	The United States Securities Act of 1933 (as may be amended or re-enacted).
1940 Act	The United States Investment Company Act of 1940 (as may be amended or re-enacted).

1. DETAILS OF THE COMPANY

1.1. General

1.1.1. abrdn UK Real Estate Funds ICVC (the "Company") is an investment company with variable capital, incorporated in England and Wales and with registered number IC989 and authorised by the Financial Conduct Authority with effect from 6 March 2014. Its FCA Product Reference Number is 607205. The company has an unlimited duration. The company is also an AIF for the purposes of the FCA Rules.

Shareholders are not liable for the debts of the company.

The ACD and AIFM of the company is abrdn Fund Managers Limited. The ACD is also the authorised corporate director of certain other open-ended investment companies and manager of authorised unit trusts, details of which are set out in Appendix IV.

At the date of the Prospectus, the company has one fund, the abrdn UK Real Estate Fund[2]. Further funds may be established from time to time.

1.1.2. **Head office**

The head office of the company is at 1 George Street. Edinburgh, EH2 2LL.

1.1.3. **Address for service**

The head office is the address of the place in the UK for service on the company of notices or other documents required or authorised to be served on it.

1.1.4. **Base currency**

The base currency of the company and each fund is Pounds Sterling.

1.1.5. **Share capital**

Maximum £50,000,000,000

Minimum £1

Shares have no par value. The share capital of the company at all times equals the sum of the net asset value of each of the funds.

1.1.6. **Longer-term investment**

The company is designed and managed to support longer-term investment and active trading is discouraged. Short-term or excessive trading into and out of a fund may harm performance by disrupting the investment management strategy and by increasing expenses. The ACD may at its discretion refuse to accept applications for, or switching or conversion of, shares, especially where transactions are deemed disruptive, particularly from possible market timers or investors who, in its opinion, have a pattern of short-term or excessive trading or whose trading has been or may be disruptive to the funds. For these purposes, the ACD may consider an investor's trading history in the funds or other funds managed by the ACD or the investment adviser and accounts under common ownership or control.

[2] The abrdn UK Real Estate Fund was previously known as the "Standard Life Investments UK Real Estate Fund".

1.2. The Structure of the Company

1.2.1. The Funds

The company is structured as an umbrella company, in that different funds may be established from time to time by the ACD with the approval of the FCA, the agreement of the depositary and in accordance with the instrument of incorporation. On the introduction of any new fund, a revised Prospectus will be prepared setting out the relevant details of each fund.

The company is a non-UCITS retail scheme (NURS) for the purpose of the OEIC Regulations and is classified as a FIIA for the purpose of COLL. The PAIF fund will be managed so that it is a PAIF.

The assets of each fund will be treated as separate from those of every other fund and will be invested in accordance with the investment objective and investment policy applicable to that fund. Investment of the assets of each of the funds must comply with COLL and the investment objective and policy of the relevant fund. Details of each fund, including its investment objectives and policies, are set out in Appendix I.

A detailed statement of the general investment and borrowing restrictions in respect of each fund is set out in Appendix II.

Each fund has a specific portfolio to which that fund's assets and liabilities are attributable. So far as the shareholders are concerned, each fund is treated as a separate entity.

The funds are segregated portfolios of assets and, accordingly, the assets of a fund belong exclusively to that fund and shall not be used or made available to discharge (directly or indirectly) the liabilities of, or claims against any other person or body, including the company and any other fund and shall not be available for any such purpose. Please also see paragraph 1.1.1 above.

Subject to the above, each fund will be charged with the liabilities, expenses, costs and charges of the company attributable to that fund, and within each fund charges will be allocated between classes in accordance with the terms of issue of shares of those classes. Any assets, liabilities, expenses, costs or charges not attributable to a particular fund may be allocated by the ACD in a manner which it believes is fair to the shareholders generally. This will normally be pro rata to the net asset value of the relevant funds.

Where any changes are proposed to be made to the company or any fund the ACD will assess whether the change is fundamental, significant or notifiable in accordance with COLL 4.3. If the change is regarded as fundamental, shareholder approval of the company or relevant fund will be required. If the change is regarded as significant, 60 days' prior written notice will be given to relevant shareholders. If the change is regarded as notifiable, relevant shareholders will receive suitable notice of the change.

1.3. Classes of Shares within the Funds

1.3.1. Shares

Several classes of shares may be issued in respect of each fund.

Shares will be issued in larger and smaller denominations. There are a thousand smaller denomination shares to each larger share. Smaller denomination shares represent what, in other terms, might be called fractions of a larger share and have proportionate rights.

Shares have no par value and, within each class subject to their denomination, are entitled to participate equally in the profits arising in respect of, and in the proceeds of,

the liquidation of the company or termination of the relevant fund. Shares do not carry preferential or pre-emptive rights to acquire further shares.

Further classes of share may be established from time to time by the ACD with the approval of the FCA (where required), the agreement of the depositary and in accordance with the instrument of incorporation. On the introduction of any new class, a revised Prospectus will be prepared, setting out the details of each class.

The base currency for each new class of shares will be determined at the date of creation and set out in the Prospectus issued in respect of the new class of shares.

The net proceeds from subscriptions to a fund will be invested in the specific pool of assets constituting that fund. The company will maintain for each current fund a separate pool of assets, each invested for the exclusive benefit of the relevant fund.

To the extent that any scheme property of the company, or any assets to be received as part of the scheme property, or any costs, charges or expenses to be paid out of the scheme property, are not attributable to one fund only, the ACD will allocate such scheme property, assets, costs, charges or expenses between funds in a manner which is fair to all shareholders of the company.

Shares in the company are not currently listed on any investment exchange.

The share classes that may be issued and their criteria for subscription in respect of each fund are set out in Appendix I.

Holders of income shares are entitled to be paid the distributable income attributed to such shares on any relevant interim and/or annual income allocation dates.

Holders of accumulation shares are not entitled to be paid the income attributed to such shares, but that income is automatically transferred to (and retained as part of) the capital assets of the relevant fund on the relevant interim and/or annual accounting dates. This is reflected in the price of an accumulation share.

The instrument of incorporation allows gross income and gross accumulation shares to be issued as well as net income and net accumulation shares. The fund currently issues Net shares only. Net shares are shares in respect of which income allocated to them is distributed periodically to the relevant shareholders (in the case of income shares) or credited periodically to capital (in the case of accumulation shares), in either case in accordance with relevant tax law, net of any tax deducted or accounted for by the company. The ACD may, however, gross up the amount of the distribution paid or allocated to investors who qualify for gross payments and who complete the Declaration of Eligibility and Undertaking, which may be obtained from the ACD.

Gross shares are income or accumulation shares where, in accordance with relevant tax law, distribution or allocation of income is made without any tax being deducted or accounted for by the company.

Gross shares are available only to investors who qualify for the gross payment of interest distributions or accumulations. These include certain pension funds, charities and managers of ISAs. For complete information, please refer to Part 4A of the Authorised Investment Funds (Tax) Regulations 2006.

Where a fund has different classes, each class may attract different charges and so monies may be deducted from the scheme property attributable to such classes in unequal proportions. In these circumstances, the proportionate interests of the classes within the fund will be adjusted accordingly.

Shareholders are entitled (subject to certain restrictions) to convert all or part of their shares in a class of a fund for shares of another class within the same fund or to switch shares in one fund for shares within a different fund of the company. They may also exchange their shares in the PAIF fund for units in a feeder fund. Details of this conversion, switching and exchange facility and the restrictions are set out in paragraph 2.4.

2. BUYING, REDEEMING, CONVERTING, EXCHANGING AND SWITCHING SHARES

The dealing office of the ACD is normally open from 9.00 am to 5.30 pm (UK time) on each dealing day to receive requests for the purchase, sale, conversion and switching of shares.

Requests to deal in shares may be made in writing or by telephone on 0345 113 6966 (or +44 (0) 1268 44 5488 from outwith the UK) on each dealing day (at the ACD's discretion) between 9.00 am and 5:30 pm (UK time) or by telephoning such other number as published from time to time. Investments must, at the discretion of the ACD, be accompanied by an application form. The application form contains details of the return address. Requests made by telephone must be confirmed in writing.

Telephone calls will be recorded. In addition, the ACD may from time to time make arrangements to allow shares to be bought or sold on-line or through other communication media. At present, transfer of title by electronic communication is not accepted.

The ACD may also, at its discretion, introduce further methods of dealing in shares in the future.

The notice periods for subscriptions, redemptions, conversions and switches for each fund and each class are set out in Appendix I. Please note that a conversion is not a sale and redemption and may not be effected at the next valuation point. Please see paragraph 2.4 below for further details.

Deals must be received before the relevant cut-off point (if applicable) in order to be dealt with at the next valuation point. Deals received after any such cut-off point will be held over to the next day which is a dealing day and dealt with at the next valuation point. For details of the valuation point and, where relevant, the cut-off point of each fund, please see Appendix I.

Dealing requests received from the feeder funds in respect of a dealing day after the valuation point in the PAIF fund but before 8pm on that dealing day may still be accepted by the ACD and dealt with at the price calculated on that dealing day .

The ACD may from time to time make an online dealing service available to shareholders.

More information about this can be found at www.abrdn.com.

2.1. Client Money

In certain circumstances (including in relation to the buying and redeeming of shares (see paragraphs 2.2 and 2.3), money in respect of shares will be transferred to a client money bank account with any recognised bank or banks that the ACD may from time to time select until such transactions can be completed. Money transferred to a client money account will be held in accordance with the rules made by the FCA relating to the holding of client money. The purpose of utilising client money accounts is to protect investors should the ACD become insolvent during such a period. No interest will be paid on money held in these client money bank accounts.

The ACD will not be responsible for any loss or damages suffered by shareholders because of any error or action taken or not taken by any third parties holding client money in accordance with the FCA's client money rules, unless the loss arises because the ACD has been negligent or acted fraudulently or in bad faith. Should the recognised bank or banks holding the client money bank account become insolvent, the ACD will attempt to recoup the money on behalf of shareholders. However, if the recognised bank or banks cannot repay all the persons to whom it owes money, any

shortfall may have to be shared proportionally between all its creditors including shareholders. In this situation, shareholders may be eligible to claim under the Financial Services Compensation Scheme ("FSCS"). Further details of the FSCS are set out in the section headed "Financial Services Compensation Scheme" on page 48.

The ACD may, in certain circumstances permitted by the FCA's client money rules (for example if the ACD decides to transfer all or part of its business to a third party), transfer any client money held in respect of the business being transferred in accordance with the FCA's client money rules, to that third party without that investor's prior consent. On request, the third party must return any balance of client money to the investor as soon as possible. Subject to the FCA's client money rules, the sums transferred may be held by the third party in accordance with the FCA's client money rules, otherwise the ACD will exercise all due skill, care and diligence to assess whether the third party has adequate measures in place to protect shareholder money. The ACD will act at all times in accordance with the prevailing FCA's client money rules.

In certain circumstances, if the ACD has lost touch with an investor, the ACD will be permitted to pay the investor's client money balance to charity after six years. The ACD will not do so until reasonable efforts have been made to contact the investor. The investor will still be entitled to recover this money from the ACD at a later date irrespective of whether the ACD has paid the money to charity.

Unless we notify you otherwise, we will treat you as a retail client.

2.2. Buying Shares

2.2.1. Procedure

Shares may be bought directly from the ACD or through a professional adviser or other intermediary. Investors wishing to receive income distributions or allocations gross must complete a Declaration of Eligibility and Undertaking, which may be obtained from the ACD.

Valid applications to purchase shares in a fund received before the cut-off point (if appropriate) will be processed at the share price calculated, based on the net asset value per share, at the next valuation point following receipt of the application, except in the case where dealing in a fund has been suspended as set out in paragraph 2.14.

The ACD, at its discretion, has the right to cancel a purchase deal if settlement is materially overdue and any loss arising on such cancellation shall be the liability of the applicant. For postal applications payment in full must accompany the instruction. At the ACD's discretion, all payments for shares may be made by telegraphic transfer.

A purchase of shares in writing or by telephone or any other communication media made available is a legally binding contract. Applications to purchase, once made are, except in the case where cancellation rights are applied, irrevocable. However, subject to its obligations under the regulations, the ACD has the right to reject, on reasonable grounds relating to the circumstances of the applicant, any application for shares in whole or part, and in this event the ACD will return any money sent, or the balance of such monies, at the risk of the applicant.

Any subscription monies remaining after a whole number of shares have been issued will not be returned to the applicant. Instead, smaller denomination shares will be issued. A smaller denomination share is equivalent to one-thousandth of a larger denomination share.

Investors acting on the advice of a financial adviser will, normally, have the right to cancel any contract relating to an initial investment in a fund under the rules on cancellation contained in the Conduct of Business Sourcebook published by the FCA.

The ACD will inform the shareholder of any cancellation entitlement and the shareholder will have the option to withdraw from the contract by giving notice in writing within 30 days of the date the contract is entered into. If the shareholder exercises the cancellation entitlement and the price of shares falls over that time, the shareholder may not recover the full amount originally invested. If applications for shares made by telephone are not followed by payment, investors will be liable for any dealing costs incurred by the ACD.

Ownership of shares will be evidenced by an entry on the register. Statements in respect of periodic distributions on shares will show the number of shares held by the recipient. Payment for the shares is due and payable to the ACD in settlement of the purchase on the relevant fund's "Settlement Date" (as detailed below). Until payment has been passed on by the ACD to the depositary, an investor will not have an irrevocable right of ownership in the shares. If settlement is not made within a reasonable period, then the ACD has the right to cancel any shares issued in respect of the application. Where an investor applies to invest in a fund, the ACD will hold the money received in advance of the Settlement Date on trust for the investor as client money in a segregated client money account with any recognised bank or banks that the ACD may from time to time select until the Settlement Date. No interest will be paid on money held in these client money bank accounts. In the unlikely event that the ACD were to become insolvent between the purchase of shares and the Settlement Date, the money received from an investor would be protected by the FCA's client money rules. In this situation, an investor may not receive the shares allocated to them pending settlement; the shares may be cancelled. On an insolvency of the ACD in these circumstances the investor's right would be to the return of the money, which would be pooled with other client money.

Where payment for shares is made by telegraphic transfer, the ACD will generally rely on an exemption from putting that money in a client money account. This exemption is known as the "Delivery versus Payment" or "DvP" Exemption. When relying on this exemption, the ACD may treat money which is received from an investor by telegraphic transfer as not being client money for a period of 1 business day from the time that the ACD receives the money. If the ACD still holds money received by way of telegraphic transfer beyond the Settlement Date, the ACD will, from that point, treat that money as client money as detailed in the preceding paragraph until the relevant fund's Settlement Date in accordance with the FCA's client money rules.

Where the ACD believes that a reliable price cannot be established as at the valuation point, dealing in the relevant fund may be suspended temporarily. See the "Suspension of Dealings" section on page 15 below for information regarding the possibility of a temporary suspension of dealing.

The ACD may at its discretion delay arranging for the issue of shares until payment has been received.

If an applicant defaults in making any payment in money or a transfer of property due to the ACD in respect of the sale or issue of shares, the subscription for the purchase of those shares may lapse and be cancelled at the cost of the applicant or its financial intermediary. The company is entitled to make any necessary amendment to the register in which case the ACD will become entitled to the shares in place of the applicant, (subject in the case of an issue of shares to the ACD's payment of the purchase price to the company).

Failure to make good settlement by the Settlement Date may result in the ACD bringing an action against the applicant or its financial intermediary or deducting any costs or losses incurred by the ACD against any existing holding of the applicant in the fund. In all cases any money returnable to the investor will be held by the ACD without payment of interest pending receipt of the monies due.

2.2.2. **Documents the buyer will receive**

A confirmation giving details of the number and price of shares bought will be issued no later than the end of the business day following the later of receipt of the application to buy shares and the valuation point by reference to which the price is determined, together with, where appropriate, a notice of the applicant's right to cancel.

Share certificates will not be issued in respect of shares. Once shares have been purchased, the ACD will enter the name of the investor on the register.

2.2.3. **Minimum subscriptions and holdings**

The minimum initial subscription, subsequent subscription and holding levels for each class of share in a fund are set out in Appendix I.

The ACD may at its sole discretion accept subscriptions and/or holdings lower than the minimum amount(s).

If following a redemption, conversion, switch, exchange or transfer a holding in any class of share should fall below the minimum holding for that class, the ACD has the discretion to redeem that shareholder's entire holding in that class of share. The ACD may use this discretion at any time. Failure not to do so immediately after such redemption, conversion, switch or transfer does not remove this right.

2.2.4. **Bodies Corporate and nominees acquiring Shares in the PAIF Fund**

Bodies Corporate that wish to invest in the PAIF fund may do so either directly, subject to adhering to the further requirements of this clause, or indirectly through the appropriate feeder fund.

The ACD permits direct investment in the PAIF fund by Bodies Corporate, but only in accordance with the following:

2.2.4.1. Certificate required whenever shares are registered in a corporate name

No body corporate may acquire shares (whether as beneficial owner or otherwise) unless it certifies that it holds:

(a) all the shares as beneficial owner (in which case its interest must be less than 8% of the NAV of the PAIF fund);

(b) all the shares on behalf of one or more persons which are not Bodies Corporate; or

(c) some or all of the shares on behalf of one or more other Bodies Corporate, in which case it must further certify that:

- its own interest (if any) is less than 8% of the NAV of the PAIF fund;
- the interest of each beneficial owner for which it holds shares is less than 8% of the NAV of the PAIF fund; and
- each of the other Bodies Corporate has given the undertakings described in paragraph 2.2.4.3 below.

2.2.4.2. Undertaking required from every corporate nominee

Any body corporate that acquires shares in the PAIF fund and holds them otherwise than as beneficial owner must undertake to disclose to the ACD, should the ACD so require, the names and extent of the Shareholding of each body corporate on whose behalf it is holding such shares.

2.2.4.3. Undertakings regarding size of holding required from any corporate owner

Any body corporate that acquires shares in the PAIF fund as beneficial owner or as trustee of a trust (which is not a registered pension scheme) or a personal representative (whether such shares are registered in its name or the name of a nominee or other person) must give the following undertakings:

- not to acquire more than 8% of the NAV of the PAIF fund; and
- on becoming aware that it has acquired more than 8% of the NAV of the PAIF fund, to reduce its proportionate holding of that NAV below 7%.

In the event that a body corporate has acquired more than 8% of the NAV of the PAIF fund as beneficial owner, the ACD has the right to transfer the entire holding to a feeder fund or to reduce the proportionate Shareholding to below 7% as set out in 2.10 below.

2.3. Redeeming Shares

2.3.1. Procedure

Every shareholder is entitled on any dealing day for redemption to redeem its shares, subject to the limitations on redemption, which are set out below and in Appendix I for each fund.

Valid instructions to the ACD to redeem shares in a fund (received before the cut-off point, if appropriate) will be processed at the share price calculated, based on the net asset value per share, at the next valuation point following receipt of the instruction, except in the case where dealing in a fund has been suspended as set out in paragraph 2.14.

A redemption instruction in respect of shares in writing or by telephone, or any other communication media made available, is a legally binding contract. However, an instruction to the ACD to redeem shares, although irrevocable, may not be settled by either the company or the ACD if the redemption represents shares where the money due on the earlier purchase of those shares has not yet been received or if insufficient documentation or anti-money laundering information has been received by the ACD.

For details of dealing charges see paragraph 2.6 below.

On the redemption of shares, the register will be updated and the relevant holdings removed. Payment will be issued in accordance with the shareholder's instructions (by Sterling cheque, to a UK bank account or by such other method as may be agreed by the ACD). Such payment will be made no later than the Settlement Date. Where payment is made by cheque the ACD will protect the payment under the FCA's client money rules from the Settlement Date until such time as the cheque is encashed. Where redemption proceeds are paid by BACS or by telegraphic transfer, typically cleared funds will be paid to the shareholder by the Settlement Date. If the ACD still holds redemption proceeds beyond the Settlement Date, the ACD will, from that point, treat the money as client money until it is paid out. Notwithstanding this, the ACD may, for a period of up to

1 business day from receipt of the money from the depositary rely on the Delivery versus Payment exemption irrespective of the payment method used.

2.3.2. **Documents a redeeming Shareholder will receive**

A confirmation giving details of the number and price of shares redeemed will be sent to the redeeming shareholder (or the first named shareholder, in the case of joint shareholders) together with (if sufficient written instructions have not already been given) a form of renunciation for completion and execution by the shareholder (or, in the case of a joint holding, by all the joint shareholders) no later than the end of the business day following the later of the request to redeem shares or the valuation point by reference to which the price is determined.

2.3.3. **Settlement Date**

For each of the funds, the Settlement Date is no later than close of business on the fourth business day following the "transaction date". The length of time to settlement will depend on the asset or share classes concerned and could potentially range from T+1 to T+4. (This can at times be referred to as "T + [number]" where "T" stands for "transaction date".) The transaction date is the date on which the ACD implements an instruction to buy or sell. The Settlement Date is the date on which ownership of the shares is transferred and when money passes. For the purposes of settlement "business day" shall (notwithstanding any other definition of "business day" within this Prospectus) mean any day that the London Stock Exchange is open other than a weekend day, bank holiday or any other special concessionary holiday or other day that the London Stock Exchange is not operating normal business hours.

By way of example, if an investor instructs the ACD in writing to purchase shares at 9.00 on a Monday, the shares will be purchased at the following valuation point (in this case 12 noon on Monday). Monday will be the transaction date, and Thursday, on a T+3 settlement basis, would be the Settlement Date when payment for the shares is due and payable.

2.3.4. **Minimum redemption**

Part of a shareholder's holding may be redeemed but the ACD reserves the right to refuse a redemption request if the value of the shares of any fund (or class in any fund) to be redeemed is less than the minimum stated in respect of the fund (or class) in question or where such redemption would mean the shareholder's remaining holding in a fund (or class) would be less than the minimum stated in respect of the fund (or class) (see Appendix I).

2.3.5. **Deferred Redemption**

The ACD may defer redemptions in times of high redemptions. For this purpose "high redemptions" are redemptions that at a valuation point on any given dealing day exceed 10% of the fund's net asset value.

The ability to defer redemptions is intended to protect the interests of shareholders remaining in the relevant fund and will give the ACD, in times of high redemptions, the ability to defer redemptions at a particular valuation point on a dealing day to the valuation point on the next dealing day. This is intended to allow the ACD to match the sale of scheme property to the level of redemptions. Subject to the FCA Rules and to sufficient liquidity being raised at the next valuation point all deals relating to the earlier valuation point will be completed before those relating to the later valuation point are considered.

2.4. Conversions, Switching and Exchanges

Subject to any restrictions on the eligibility of investors for a particular share class, a shareholder in a fund may:

(a) Convert all or some of his shares of one class in a fund for another class of shares in the same sub-fund;

(b) Switch all or some of his shares in one fund for shares in another fund; or

(c) Exchange all or some of his units in the feeder fund for shares in the PAIF fund.

However, investors wishing to convert or switch into gross shares (if they are available) must first complete a Declaration of Eligibility and Undertaking that may be obtained from the ACD and must be returned to the ACD at the offices of SS&C Financial Services Europe Limited at SS&C House, St Nicholas Lane, Basildon, Essex, SS15 5FS, before gross shares will be issued.

2.4.1. Conversions

Conversions will be effected by the ACD recording the change of share class on the register of the company.

If a shareholder wishes to convert shares he should apply to the ACD in the same manner as for a switch as set out below.

Conversions may not be effected at the next valuation point and may be held over and processed at a subsequent valuation point or ultimately to the valuation point immediately following the end of the relevant fund's accounting period. For further information and to discuss the timing for the completion of conversions please contact the ACD.

Conversions will not be treated as a disposal for capital gains tax purposes and no SDRT will be payable on the conversion. This may not be the case for conversions involving hedged share classes.

There is no fee on conversions.

The number of shares to be issued in the new class will be calculated relative to the price of the shares being converted from.

A shareholder who converts shares in one class for shares in any other class in the same fund will not be given a right by law to withdraw from or cancel the transaction.

The ACD may, upon appropriate notice to affected shareholders, effect a compulsory conversion of shares in one class of a fund for another class of the same fund. Such compulsory conversion shall be conducted as described above in this section. A compulsory conversion will only be undertaken where the ACD reasonably considers it is fair and in the best interests of affected shareholders. By way of example, the ACD may effect a compulsory conversion where the ACD reasonably believes it is fair and in the best interests of shareholders to reduce the number of available classes. Examples of when this compulsory conversion power will be used, include (but are not limited to): to facilitate switching shareholders to better value share classes or for the consolidation of classes of shares.

2.4.2. **Switches**

Subject to the qualifications below, a shareholder may at any time switch all or some of his shares of one class in a fund (Original Shares) for Shares of another fund (New Shares), provided that they satisfy the relevant subscription and eligibility criteria.

The number of New Shares issued will be determined by reference to the respective prices of New Shares and Original Shares at the valuation point applicable at the time the Original Shares are redeemed and the New Shares are issued.

The ACD may at its discretion make a charge on the switching of shares between funds. Any such charge on switching does not constitute a separate charge payable by a shareholder, but is rather the application of any redemption charge on the Original Shares and any initial charge on the New Shares, subject to certain waivers. For details of the charges on switching currently payable, please see paragraph 2.6.3.

If a partial switch would result in the shareholder holding a number of Original Shares or New Shares of a value which is less than the minimum holding in the class concerned, the ACD may, if it thinks fit, switch the whole of the applicant's holding of Original Shares to New Shares (and make a charge on switching) or refuse to effect any switch of the Original Shares. Save as otherwise specifically set out, the general provisions on procedures relating to redemption will apply equally to a switch. Valid instructions to the ACD to switch shares received before the cut-off point (if appropriate) will be processed at the share prices calculated based on the net asset value per share at the next valuation point following receipt of the instruction (or at such other valuation point as the ACD at the request of the shareholder giving the relevant instruction may agree) except in the case where dealing in a fund has been suspended as set out in paragraph 2.14.

The ACD may adjust the number of New Shares to be issued to reflect the application of any charge on switching together with any other charges or levies in respect of the application for the New Shares or redemption of the Original Shares as may be permitted pursuant to COLL.

A shareholder who switches shares in one fund for shares in any other fund will not be given a right by law to withdraw from or cancel the transaction.

Please note that under UK tax law a switch of shares in one fund for shares in any other fund is treated as a redemption of the Original Shares and a purchase of New Shares and will, for persons subject to taxation, be a realisation of the Original Shares for the purposes of capital gains taxation, which may give rise to a liability to tax, depending upon the shareholder's circumstances.

2.5. **Exchanging between the PAIF Fund and a Feeder Fund**

The ACD is aware that certain holders who are eligible to invest in the PAIF fund may be unable to do so for administrative reasons and will, therefore, invest through a feeder fund. When such investors are in a position to invest directly in the PAIF fund, such holders will be able to exchange their holdings of units in a feeder fund for shares in the PAIF fund. The ACD intends to facilitate exchanges between the feeder funds and the PAIF fund once every month immediately after the end of each income allocation period for the relevant feeder fund.

The exchange would take place when there is minimal accrued income in the PAIF fund to minimise income tax consequences and it would be with the agreement of the manager of the relevant feeder fund so that the disposal would qualify for capital gains tax rollover relief. The new shares issued to the investors would therefore have the same acquisition cost and acquisition date for capital gains tax purposes as their original holding of units in the relevant feeder fund.

Exchanges will take place by way of in specie redemptions of units in the relevant feeder fund.

Exchanges may be effected either by telephone on 0345 113 8966 (or +44 (0) 1268 445 488 from outwith the UK) (with written confirmation), by fax on 0131 525 9720 or in writing to the manager of the relevant feeder fund at abrdn Fund Managers Limited, PO Box 12233, Chelmsford, CM99 2EE. Shareholders may be required to complete an exchange form.

2.6. Dealing charges

The price per share at which shares are bought, redeemed, converted or switched will be based on the price calculated in accordance with Appendix III. Any initial charge or redemption charge is deducted from the gross subscription or the proceeds of the redemption monies.

2.6.1. Initial charge

The FCA Rules permit the ACD to make an initial charge upon a sale of shares to an investor. This charge, which is paid by shareholders to the ACD, is calculated as a percentage of the price of the shares and included in the amount payable by the investor.

The current initial charges are set out in Appendix I, and investors should consult www.abrdn.com for up-to-date information on the actual initial charge applicable at any time.

Should the ACD exercise its discretion to increase the initial charge applicable in respect of any particular share class, it will only do so in accordance with the FCA Rules.

2.6.2. Redemption charge

The ACD may make a charge on the redemption of shares in each class.

The ACD may only introduce a redemption charge in accordance with the regulations. Also, if such a charge was introduced, it would not apply to shares issued before the date of the introduction (i.e. those not previously subject to a redemption charge).

There is currently no charge for redeeming shares in any of the classes.

2.6.3. Charges on Conversion, Switching or Exchanges

On the switching of shares between funds or classes, the instrument of incorporation authorises the company to impose a charge. If a redemption charge is payable in respect of the Original Shares, this may become payable instead of, or as well as, the then prevailing initial charge for the New Shares. The charge on switching is payable by the shareholder to the ACD. There is no charge payable on conversions or exchanges.

2.6.4. SDRT

Generally, there will be no SDRT charge when shareholders surrender or redeem their shares. However, where the redemption is satisfied by a non-pro rata in specie redemption, then a charge to SDRT may apply.

2.7. Money laundering

As a result of legislation in force in the UK to prevent money laundering, the ACD is responsible for compliance with anti-money laundering regulations. In order to implement these regulations, in certain circumstances investors may be asked to provide proof of identity when buying or redeeming shares. Until satisfactory proof of identity is provided, the ACD reserves the right to refuse to issue shares, pay the proceeds of a redemption of shares, or pay income on shares to the investor. In the case of a purchase of shares where the applicant is not willing to provide the information requested within a reasonable period, the ACD also reserves the right to sell the shares purchased and return the proceeds to the account from which the subscription was made. These proceeds may be less than the original investment.

2.8. **Market timing**

In general, "Market Timing" refers to the investment behavior of a person or group of persons buying or selling shares on the basis of predetermined market indicators. Market Timing may also be characterised by the buying and selling of shares that seem to follow a short term timing pattern or by frequent or large transactions in shares. The ACD does not allow investments which are associated with Market Timing activities, as these may adversely affect the interests of all shareholders and will take active measures to prevent such practices where it has reasonable grounds to suspect these strategies are being or may be attempted. These measures may include the ongoing monitoring of trading activity, the refusal of specific trading instructions and exclusion from funds.

2.9. **Transfers**

Shareholders are entitled to transfer their shares to another person or body. All transfers must be in writing in the form of an instrument of transfer approved by the ACD for this purpose. Completed instruments of transfer must be returned to the ACD in order for the transfer to be registered by the ACD. Please note that gross shares are available only to certain categories of investors, and that prospective investors in these shares must complete a Declaration of Eligibility and Undertaking (which may be obtained from the ACD) and return it to the ACD before the gross shares can be transferred. At present, transfer of title by electronic communication is not accepted.

2.10. **Bodies Corporate holding Shares in the PAIF Fund**

2.10.1. The tax regulations provide that no body corporate may be beneficially entitled directly or indirectly to 10% or more of the net asset value of the PAIF fund. In order to minimise the risk of this threshold being breached, the ACD has set a beneficial ownership limit in the PAIF fund of 8%. See also paragraph 2.2.4 regarding corporate holders.

2.10.2. If a body corporate should be or become beneficially entitled directly or indirectly to 10% or more of the net asset value in the PAIF fund or the ACD reasonably believes this to be the case, then the ACD will immediately notify the body corporate and the body corporate shall immediately be deemed to have renounced title to the entire holding to the ACD which shall transfer them to the appropriate feeder fund in exchange for the issue of units in the appropriate feeder fund to the body corporate with all reasonable speed. This would normally be at the next valuation point.

2.10.3. If for any reason the ACD is unable to exchange the shares immediately as described in the preceding paragraph, then the body corporate shall be deemed to have given a written request for the redemption or cancellation (at the discretion of the ACD) of the proportion of the shares in the PAIF fund representing the excessive holding (or the proportion the ACD reasonably believes to be an excessive holding). Where a request in writing is given or deemed to be given for the redemption or cancellation of affected shares, such redemption will (if effected) be effected in the same manner as provided for in COLL. This would normally be at the next valuation point.

In the event that a body corporate is close to reaching the ACD's 8% limit, the ACD intends to contact the body corporate to inform them that they are reaching this limit.

2.10.4. Pursuant to COLL 6.2.23R, where the ACD becomes aware that a body corporate holds 10% or more of the net asset value of the PAIF fund, it will notify the body corporate of that fact and not pay any income distribution to the body corporate.

Furthermore, pursuant to COLL 4.2.5R 22A(3), in the event that the ACD reasonably considers that a body corporate holds 10% or more of the net asset value of the PAIF fund, the ACD is entitled to delay any redemption or cancellation of shares if the ACD reasonably considers such action to be necessary in order to enable an orderly reduction of the holding below 10%, and if it is in the interests of shareholders as a whole in the PAIF fund.

2.11. **Restrictions and compulsory transfer and redemption**

The ACD may from time to time impose such restrictions as it may think necessary for the purpose of ensuring that no shares are acquired or held by any person in breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory or which would result in the company incurring any liability to taxation which the company is not able to recoup itself or suffering any other adverse consequence. In this connection, the ACD may, inter alia, reject in its discretion any application for the purchase, redemption, transfer or switching of shares.

If it comes to the notice of the ACD that any shares ("affected shares"):

(a) are owned directly or beneficially in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory;

(b) would result in the company incurring any liability to taxation which the company would not be able to recoup itself or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory);

(c) are held in any manner by virtue of which the shareholder or shareholders in question is/are not qualified to hold such shares or if it reasonably believes this to be the case; or

(d) are owned by a shareholder who is registered in a jurisdiction (where a fund is not registered or recognised by the relevant competent authority) whereby communication with that shareholder by the ACD, on behalf of the fund, might constitute a breach of the regulations in that jurisdiction (unless specific action is taken by the ACD to prevent such a communication constituting a breach),

the ACD may give notice to the shareholder(s) of the affected shares requiring the transfer of such shares to a person who is qualified or entitled to own them or that a request in writing be given for the redemption of such shares in accordance with COLL. If any shareholder upon whom such a notice is served does not within thirty days after the date of such notice transfer his affected shares to a person qualified to own them or submit a written request for their redemption to the ACD or establish to the satisfaction of the ACD (whose judgement is final and binding) that he or the beneficial owner is qualified and entitled to own the affected shares, he shall be deemed upon the expiry of that 30 day period to have given a request in writing for the redemption or cancellation (at the discretion of the ACD) of all the affected shares.

A shareholder who becomes aware that he is holding or owns affected shares shall immediately, unless he has already received a notice as set out above, either transfer all his affected shares to a person qualified to own them or submit a request in writing to the ACD for the redemption of all his affected shares.

Where a request in writing is given or deemed to be given for the redemption or cancellation of affected shares, such redemption will (if effected) be effected in the same manner as provided for in COLL.

2.12. **Issue of Shares in exchange for in specie assets**

The ACD may arrange for a fund to issue shares in exchange for assets other than cash, but will only do so where the depositary has taken reasonable care to determine that the fund's acquisition of those assets in exchange for shares is not likely to result in any material prejudice to the interests of shareholders. Where the ACD considers the deal to be substantial in relation to the total size of the fund it may require the investor to contribute in specie. The ACD may consider a deal in this context to be substantial if the relevant shares constitute 5% (or a lesser or higher percentage if considered appropriate) of those in issue in the fund or the company.

The ACD will ensure that the beneficial interest in the assets is transferred to the company with effect from the issue of the shares.

The ACD will not issue shares in exchange for assets the holding of which would be inconsistent with the investment objective or policy of that fund.

2.13. **In specie redemptions**

The ACD does not generally intend to permit in specie redemptions of shares. The ACD may, however, provided the depositary considers that the transfer of property would not be likely to result in any material prejudice to the interests of shareholders, but otherwise at its exclusive discretion where it considers the redemption to be substantial in relation to the total size of a fund or in some way advantageous or detrimental to the fund (or class) or otherwise at its discretion, arrange that in place of payment of the price of the shares in cash, the depositary cancels the shares and transfers scheme property and then, if required by the shareholder, its net proceeds of sale, to the shareholder.

Before the redemption proceeds of the shares become payable (unless the in specie redemption was at the request of the shareholder), the ACD must give written notice to the shareholder that the relevant property or the proceeds of sale of the relevant property will be transferred to that shareholder so that the shareholder can require the net proceeds of sale rather than the relevant property if they so desire.

The ACD will select the property to be transferred or sold in consultation with the depositary. They must ensure that the selection is made with a view to achieving no more advantage or disadvantage to the shareholder requesting the redemption than to the continuing shareholders. The Company may retain out of the property to be transferred (or the proceeds of sale) property or cash of value or amount equivalent to any stamp duty reserve tax to be paid in relation to the cancellation of the shares.

2.14. **Suspension of dealings**

The ACD may, with the prior agreement of the depositary, and must without delay if the depositary so requires, temporarily suspend the issue, cancellation, sale and redemption of shares in any or all of the funds or classes where, due to exceptional circumstances, it is in the interests of all the shareholders in the relevant fund, funds, class or classes.

The ACD and the depositary must ensure that the suspension is only allowed to continue for as long as is justified having regard to the interests of shareholders.

The ACD or the depositary (as appropriate) will immediately inform the FCA of the suspension and the reasons for it and will follow this up as soon as practicable with written confirmation of the suspension and the reasons for it to the FCA.

The ACD will notify shareholders as soon as is practicable after the commencement of the suspension, including details of the exceptional circumstances which have led to the suspension, in a clear, fair and not misleading way and giving shareholders details of how to find further information about the suspension. Where such suspension takes place, the ACD will publish details on its website or other general means, sufficient details to keep shareholders appropriately informed about the suspension, including, if known, its possible duration. During the suspension none of the obligations in COLL 6.2 (Dealing) will apply but the ACD will comply with as much of COLL 6.3 (Valuation and Pricing) during the period of suspension as is practicable in light of the suspension.

Suspension will cease as soon as practicable after the exceptional circumstances leading to the suspension have ceased but the ACD and the depositary will formally review the suspension at least every 28 days and will inform the FCA of the review and any change to the information given to shareholders.

The circumstances under which suspension of dealing may occur include, for example, those where the ACD or the Company cannot reasonably ascertain the value of the assets or realise assets of the company, or the closure or suspension of dealing on a relevant exchange, or if the Standard Independent Valuer of the Company has expressed material uncertainty (in line with VPS 3 paragraph 2.2 (o) and the guidance at VPGA 10, RICS Valuation Global Standards 2017 (the Red Book), effective from 1 July 2017 about the value of one or more immovable held by the fund, and that material uncertainty applies to least 20% of the value of the scheme property. Unless, in such a case of material uncertainty, the ACD and the depositary have a reasonable basis for determining that a temporary suspension is not in the best interests of the shareholders. During such a period of material uncertainty, the ACD and the depositary must review their agreement to not suspend dealings at least every 14 days.

2.15. Governing law

All deals in shares are governed by Scots law.

3. VALUATION OF THE COMPANY

3.1. General

The property of each fund will normally be valued at 12 noon on each dealing day for the purpose of determining the price of the shares in the funds. The funds are single-priced. Valuations of the property of each fund for the purpose of the calculation of the share prices will be carried out on a mid basis.

The ACD has the right to carry out an additional valuation of the property of a fund at any time if the ACD considers it desirable to do so or if required by COLL.

The ACD may use the price obtained at such additional valuation point as the price for the day. The ACD will inform the depositary of any decision to carry out any such additional valuation. Valuations may be carried out for effecting a scheme of arrangement, which do not create a valuation point for the purposes of dealing. Where permitted and subject to the regulations, the ACD may, in certain circumstances (for example where a significant event has occurred since the closure of a market or to allow a rapid sale of immovable property) substitute a price with a more appropriate price which in its opinion reflects a fair and reasonable price for that investment.

The ACD will, upon completion of each valuation, notify the depositary of the price of shares of each relevant fund (or class).

If there is more than one class of share in issue, the proportionate interests of each class in the assets (and also the income) of the relevant fund shall be determined by the ACD maintaining a notional account for each class. The proportionate interest in the scheme property of each class is determined on each dealing day to reflect the appropriate periodic charge for that class.

A request for dealing in shares must be received by the cut-off point on a particular dealing day for subscription or dealing day for redemption as appropriate for the relevant fund (or class) in order to be processed at the next valuation point. A dealing request received after this time will be held over to the next dealing day for subscription or dealing day for redemption, as appropriate, for the relevant fund (or class) and processed using the net asset value per share calculated as at the next valuation point.

3.2. Calculation of the Net Asset Value of each fund

The property of a fund will be valued on the following basis:

- valuing the proportion of the assets of the fund attributable to each class by reference to the latest dealing price. Where investments have different valuations depending on whether the investment is being bought or sold, their mid-market price will be used. If an investment is quoted at a single price then it is that price which will be used. Collective

investment schemes are valued by reference to their net asset value as detailed further below. Cash is valued at its nominal value. Any other property will be valued at what the ACD considers a fair value;

- dividing the total by the number of shares in issue in the relevant class.

For a more detailed explanation of how the property of each fund will be valued, please refer to Appendix III.

3.3. **Dilution Adjustment**

When the ACD buys or sells underlying investments in response to a request for subscription or redemption of shares, it will generally incur a cost, made up of dealing costs and any spread between the buying and selling prices of the investment concerned.

The ACD will apply a dilution charge to prevent dilution of a fund as explained above and in the scenarios listed below. Rather than reduce the effect of dilution by making a separate charge to investors when they buy or sell shares in the relevant fund, the FCA Rules permit an Authorised Fund Manager to move the price at which shares are bought or sold on any given day. The single price can be swung higher or lower at the discretion of the ACD. This price movement from the basic midmarket price is known as a 'Dilution Adjustment'. The amount of the adjustment is paid into the fund for the protection of existing/continuing shareholders. Any dilution adjustment applied is included in the price applied to the deal and not disclosed separately.

The Dilution Adjustment shall make such reasonable allowance as the ACD determines is appropriate for the typical market spread of the value of the assets of a fund and the related costs of acquisition or disposal of these assets. Where a fund invests in another fund, unit trust, an open ended investment company or any other collective investment scheme ('a collective investment vehicle'), the ACD may base the calculation of that part of the Dilution Adjustment relating to that investment on the calculation of the Dilution Adjustment on a look-through to the underlying assets of that collective investment vehicle.

The ACD's policy will be to normally impose a Dilution Adjustment where there are net inflows or outflows on any given day, exceeding a level where the estimated potential cost to the relevant fund justifies its application.

The Dilution Adjustment may also be charged:

(a) where a fund is in continual decline;

(b) on a fund experiencing large levels of net sales relative to its size;

(c)in the case of a large deal, being a single deal or group of connected deals where the potential cost to the Company justifies its application

(d)in circumstances where the manager is required to sell underlying investments quickly in response to redemption requests; and

(e) in any other case where the ACD is of the opinion that the interests of shareholders require imposition of a Dilution Adjustment.

Where a Dilution Adjustment applies to a fund at a valuation point:

i) if there is a net investment in that fund at that valuation point, the share Price may (but will not always) be increased to allow for the rate of Dilution Adjustment; and

ii) if there is a net divestment in that fund at the valuation point, the share Price may (but will not always) be decreased to allow for the amount of the Dilution Adjustment.

Dilution is related to the inflows and outflows of monies from the funds and, as such, it is not possible to predict accurately whether dilution will occur at any future point in time.

Consequently it is also not possible to accurately predict how frequently the ACD will need to make such a dilution adjustment. The rate of any dilution adjustment made from time to time will differ for the fund and be dependent on dealing spreads, commissions and taxes and duties arising on the purchase or sale of the scheme property of the fund. These estimated rates may differ in practice.

For illustrative purposes, the table below shows historic information on dilution adjustments to the share price over the period 1 January 2022 to 31 December 2022.

The table below sets out recently estimated rates as at 31 December 2022.

Fund name	Estimated Dilution Adjustment (%) Applicable For Purchases	Estimated Dilution Adjustment (%) Applicable For Sales	Number Of Days On Which A Dilution Adjustment Has Been Applied
abrdn UK Real Estate Fund	5.19	1.20	251

The above is current practice and as such may be subject to change in the future.

3.4. **Pricing basis**

3.5. The depositary, the ACD, or any investment adviser or any associates of any of them will not be liable to account to the company or any other person, including the holders of shares or any of them, for any profit or benefit made or derived from or in connection with:

3.5.1. their acting as agent for the company in the sale or purchase of property to or from the relevant fund; or

3.5.2. their part in any transaction for the supply of services permitted by COLL; or

3.5.3. their dealing in property equivalent to any owned by (or dealt in for the account of) the company.

A forward price is the price calculated at the next valuation point after the purchase or redemption is deemed to be accepted by the ACD.

3.6. **Publication of prices**

The prices of all share classes are available at www.abrdn.com. Information on the most recent prices may also be obtained by calling the ACD on 0845 113 6966 (or +44 (0)1268 44 5488 from outwith the UK) on normal business days (Monday to Friday) between 9am and 5.30pm. The ACD will communicate the most recent price of ZA, ZB and ZC shares to holders electronically.

As the ACD deals on a forward pricing basis, the price that appears in these sources will not necessarily be the same as the one at which investors can currently deal. The ACD may also, at its sole discretion, decide to publish certain share prices on third party websites or in publications but the ACD does not accept responsibility for the accuracy of the prices published in, or for the non-publication of prices by, these sources for reasons beyond the control of the ACD.

4. RISKS

All investments involve risk. The risks of some of the funds may be comparatively high. The risk descriptions below correspond to the main risk factors for each fund. "**General Risks**" mostly apply to all funds; "**Specific Risks**" are particularly relevant where noted below each fund's investment objective and policy. A fund could potentially be affected by risks beyond those listed described for it here, nor are these risk descriptions themselves intended as exhaustive. Each risk is described as if for an individual fund.

A number of the risks described in this section aren't directly applicable to the securities held by the fund. However, if a fund invests into another fund which does hold securities where the risk is applicable then this is highlighted below the fund's investment objective and policy.

The value of investments and income from them can go down as well as up, and you might get back less than you invested.

Any of these risks could cause a fund to lose money, to perform less well than similar investments or a benchmark, to experience high volatility (ups and downs in NAV), or to fail to meet its objective over any period of time.

Statements made in this Prospectus are based on the law and practice in force at the date of this Prospectus.

Charges have the effect of reducing investment returns. Your investment must grow more than the rate of charges before you receive a positive return. A positive return is not guaranteed. Charges may reduce the value of your investment.

Some funds may have certain charges taken from capital (as set out in the "Fees and Expenses" section), which may limit the growth in value of the relevant fund. However, when charges are taken from capital, more income is generally available to distribute to shareholders.

General Risks

Commodity Risk

The value of the securities in which the funds invest may be influenced by movements in commodity prices which can be very volatile. The price of commodities may be disproportionately affected by political, economic, weather and terrorist-related activities and by changes in energy and transportation costs.

Counterparty Risk

An entity with which the company does business could become unwilling or unable to meet its obligations to the company.

The bankruptcy or insolvency of a counterparty could result in delays in getting back securities or cash of the company's that were in the possession of the counterparty. This could mean the company is unable to sell the securities or receive the income from them during the period in which it seeks to enforce its rights, which process itself is likely to create additional costs. Various operational risks could also cause delays even if there is no inability of the counterparty to pay.

If any collateral the company holds as protection against counterparty risk declines in value, it may not fully protect the fund against losses from counterparty risk, including lost fees and income.

Currency Risk

Changes in currency exchange rates could reduce investment gains or increase investment losses, in some cases significantly.

Exchange rates can change rapidly and unpredictably, and it may be difficult for the company to unwind its exposure to a given currency in time to avoid losses. Changes in exchange rates can be influenced by such factors as export-import balances, economic and political trends, governmental intervention and investor speculation.

Intervention by a central bank, such as aggressive buying or selling of currencies, changes in interest rates, restrictions on capital movements or a “de-pegging” of one currency to another, could cause abrupt or long-term changes in relative currency values.

Inflation Risk

Over time, inflation can erode the real value of investment gains. With investments that produce low returns, inflation can negate any gains in buying power or even cause an investors net buying power to decline over time.

Liquidity Risk

Any security could become hard to value or to sell at a desired time and price.

Liquidity risk could affect the fund’s ability to repay repurchase agreement proceeds by the agreed deadline.

Certain securities may, by their nature, be hard to value or sell quickly, especially in any quantity. This may include securities that are labelled as illiquid as well as a security of any type that represents a small issue, trades infrequently, or is traded on markets that are comparatively small or that have long settlement times.

Management Risk

The company’s management team may be wrong in its analysis, assumptions, or projections. This includes projections concerning industry, market, economic, demographic, or other trends.

During unusual market conditions, investment management practices that have worked well in the past, or are accepted ways of addressing certain conditions, could prove ineffective.

Market Risk

Prices and yields of many securities can change frequently, and can fall based on a wide variety of factors. Examples of these factors include:

- Political and economic news
- Government policy
- Changes in technology and business practice
- Changes in demographics, cultures and populations
- Natural or human-caused disasters
- Weather and climate patterns
- Scientific or investigative discoveries
- Costs and availability of energy, commodities and natural resources

The effects of market risk can be immediate or gradual, short term or long-term, narrow or broad.

This risk can apply to both the design and operation of computer models, and can apply whether a model is used to support human decision-making or to directly generate trading recommendations. Flaws in software programs can go undetected for long periods of time.

Operational Risk

The operations of the company could be subject to human error, faulty processes or governance, or technological failures.

Operational risks may subject the fund to errors affecting valuation, pricing, accounting, tax reporting, financial reporting, custody and trading, among other things. Operational risks may go undetected for long periods of time, and even if they are detected it may prove impractical to recover prompt or adequate compensation from those responsible.

Regulatory and Government Policy

The Laws that govern the company may change in future. Any such changes may not be in the best interest of the company, and may have a negative impact on the value of your investment.

Risks specific to investment in funds

As with any investment fund, investing in the company involves certain risks an investor would not face if investing in markets directly:

- The actions of other investors, in particular sudden large outflows of cash, could interfere with orderly management of the company and cause its NAV to fall.

- The investor cannot direct or influence how money is invested while it is in the company.

- The company's buying and selling of investments may not be optimal for the tax efficiency of any given investor.

- The company is subject to various investment laws and regulations that limit the use of certain securities and investment techniques that might improve performance; to the extent that the fund decides to register in jurisdictions that impose narrower limits, this decision could further limit its investment activities.

- Because company shares are not publicly traded, the only option for liquidation of units is generally redemption, which could be subject to any redemption policies set by the company.

- To the extent that the fund invests in an EEA UCITS, a UK UCITS and/or any other collective investment scheme, it will have less direct knowledge of, and no control over, the decisions of the investment managers of that EEA UCITS, UK UCITS or other scheme, it could incur a second layer of investment fees (which will further erode any investment gains), and it could face liquidity risk in trying to unwind its investment in that EEA UCITS, UK UCITS or other scheme.

- The company may not be able to hold a service provider fully responsible for any losses or lost opportunities arising from the service provider's misconduct.

- To the extent that the fund conducts business with affiliates of in the abrdn group, and these affiliates (and affiliates of other service providers) do business with each other on behalf of the company, conflicts of interest may be created (although to mitigate these, all such business dealings must be conducted on an "arm's length" basis, and all entities, and the individuals associated with them, are subject to strict "fair dealing" policies that prohibit profiting from inside information and showing favouritism).

Single Swinging Price – Impact on fund value and performance

The company has a single swinging price. The single price can be swung up or down in response to inflows or outflows from the fund, in order to protect investors from the effect of dilution. Dilution occurs where the fund is forced to incur costs as a result of the investment manager buying or selling assets following inflows or outflows. A change to the pricing basis will result in a movement to the company's published price and reported investment performance.

Suspension and Termination

Investors should note that in exceptional circumstances, the Manager may, after consultation with the depositary, suspend the issue, cancellation, sale and redemption (including switching) of shares in any and all funds and classes.

Taxation Risks

A country could change its tax laws or treaties in ways that affect investors.

Tax changes potentially could be retroactive and could affect investors with no direct investment in the country.

Turnover

When securities are bought and sold they incur transaction costs, which are paid for by the company. This is known as turnover. High levels of turnover may have a negative impact on a fund's performance.

Specific Risks

Derivative Risks

Certain derivatives could behave unexpectedly or could expose the company to losses that are significantly greater than the cost of the derivative. Derivatives in general are highly volatile and do not carry any voting rights. The pricing and volatility of many derivatives (especially credit default swaps) may diverge from strictly reflecting the pricing or volatility of their underlying reference(s).

In difficult market conditions, it may be impossible or unfeasible to place orders that would limit or offset the market exposure or financial losses created by certain derivatives. Using derivatives also involves costs that the company would not otherwise incur.

The regulations may limit the company from using derivatives in ways that might have been beneficial to the company. Changes in tax, accounting, or securities laws could cause the value of a derivative to fall or could force the fund to terminate a derivative position under disadvantageous circumstances.

Certain derivatives, in particular futures, options, contracts for difference and some contingent liability contracts, could involve margin borrowing, meaning that the company could be forced to choose between liquidating securities to meet a margin call or taking a loss on a position that might, if held longer, have yielded a smaller loss or a gain.

To the extent that the company uses derivatives to increase its net exposure to any market, rate, basket of securities or other financial reference source, fluctuations in the price of the reference source will be amplified at the company level.

As many financial derivatives instruments have a leveraged component, adverse changes in the value or level of the underlying asset, reference rate or index can result in a loss substantially greater

than the amount invested in the derivative itself. The funds are managed on a non-leveraged basis unless otherwise specified.

- **Over the counter (OTC) Derivatives Risk**

Because OTC derivatives are in essence private agreements between a fund and one or more counterparties, they are regulated differently than market-traded securities. They also carry greater counterparty and liquidity risks; in particular, it may be more difficult to force a counterparty to honour its obligations to a fund. A downgrade in the creditworthiness of a counterparty can lead to a decline in the value of OTC contracts with that counterparty. If a counterparty ceases to offer a derivative that a fund had been planning on using, the fund may not be able to find a comparable derivative elsewhere and may miss an opportunity for gain or find itself unexpectedly exposed to risks or losses, including losses from a derivative position for which it was unable to buy an offsetting derivative.

Because it is generally impractical for the company to divide its OTC derivative transactions among a wide variety of counterparties, a decline in the financial health of any one counterparty could cause significant losses. Conversely, if any fund experiences any financial weakness or fails to meet an obligation, counterparties could become unwilling to do business with the company, which could leave the fund unable to operate efficiently and competitively.

- **Exchange Traded Derivatives (ETD) Risk**

While exchange-traded derivatives are generally considered lower-risk than OTC derivatives, there is still the risk that a suspension of trading in derivatives or in their underlying assets could make it impossible for a fund to realise gains or avoid losses, which in turn could cause a delay in handling redemptions of units. There is also a risk that settlement of exchange-traded derivatives through a transfer system may not happen when or as expected.

- **Short Positions Risk**

Some funds can take short positions by using derivatives. A short position will reduce in value if the security it is linked to increases in value. The opposite also applies, in that the short position will rise in value if the underlying security reduces in value.

There is no limit to the loss on a short position, and so they carry higher risk than direct investment in a security. The risk of holding short positions is mitigated by the ACD's Risk Management Policy.

Property Liquidity Risk

Commercial property is less liquid than other asset classes such as bonds or equities. Selling property can be a lengthy process so investors in the company should be aware that they may not be able to sell their investment when they want to.

Property Transaction Charges

Commercial property transaction charges are higher than those which apply in other asset classes. Investors should be aware that a high volume of transactions would have a material impact on company returns.

Property Valuation Risk

Property valuation is a matter of judgment by an independent valuer and is therefore a matter of the valuer's opinion rather than fact.

Single Swinging Price – Impact on fund value and performance

The fund has a single swinging price. The single price can be swung up or down in response to inflows or outflows from the fund, in order to protect investors from the effect of dilution. Dilution occurs where the fund is forced to incur costs as a result of the investment manager buying or selling assets following inflows or outflows. Due to the high transaction charges associated with the fund's assets, a change in the pricing basis will result in a significant movement in the fund's published price.

5. MANAGEMENT AND ADMINISTRATION

5.1. Regulatory status

The ACD, the investment adviser and the administrator are authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN. The depositary is authorised by the Prudential Regulation Authority of Threadneedle Street, London EC2R 8AH and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

5.2. Authorised Corporate Director and Alternative Investment Fund Manager

5.2.1. General

The ACD and AIFM is abrdn Fund Managers Limited which is a private company limited by shares incorporated on 7 November 1962 with company number 00740118.

The ACD of the company is abrdn Fund Managers Limited. The ACD is a private company limited by shares, incorporated in England and Wales on 7 November 1962. The ACD is a wholly owned subsidiary of abrdn plc (formerly known as Standard Life Aberdeen plc), a company incorporated in Scotland. The registered office of the ACD is 280 Bishopsgate, London EC2M 4AG-.

The ACD, as AIFM of the company, is responsible for the portfolio management and risk management in relation to the company. The ACD must act honestly, fairly, professionally, independently and in the interest of the company and its holders in carrying out this role.

The ACD maintains an appropriate level of "own funds" in accordance with the AIFMD Level 2 Regulation in order to cover the professional liability risks detailed under the AIFMD Level 2 Regulation, including risks such as loss of documents evidencing title to assets of the Scheme or acts, errors or omissions resulting in a breach of the law or the ACD's fiduciary duties.

The Directors of abrdn Fund Managers Limited are:

Adam Shanks
Aron Mitchell
Carolan Dobson*
Emily Smart
Jamie Matheson*

* Independent Non-Executive Director of abrdn Fund Managers Limited

THE MAIN BUSINESS ACTIVITIES OF THE DIRECTORS NOT CONNECTED WITH THE BUSINESS OF THE ACD:
A complete list of other directorships can be provided on written request.

In performing its role of ACD of the fund, the ACD may delegate such of its functions as it may determine from time to time. As at the date of this Prospectus, the abrdn group of companies (of which the ACD is part) provides a wide range of services in respect of the fund, including portfolio management, marketing and distribution, management of suppliers, controls of pricing and expenses and compliance. In addition, external suppliers may be retained by the abrdn group of companies (including the ACD) for the provision of services. As at the date of this Prospectus services which are provided on an on-going basis by external suppliers include fund accounting, investor record keeping and transfer agency (i.e. the processing of applications for sales, redemptions, conversions and switches, servicing investor requests and enquiries relating to the fund).

Registered Office and Head Office:	280 Bishopsgate, London EC2M 4AG
Share Capital:	Issued and paid up: £738,550
Ultimate Holding Company:	abrdn plc, incorporated in Scotland under the Companies Acts.

The ACD is responsible for managing and administering the company's affairs in compliance with the regulations. The ACD may delegate its management and administration functions, but not responsibility, to third parties, including associates, subject to the rules in the regulations.

It has therefore delegated to the investment adviser the function of managing and acting as the investment adviser for the investment and reinvestment of the real estate assets and non-real estate assets of the funds (as further explained in paragraph 5.4 below) and the day to day management of the real estate assets. The register of shareholders is maintained by SS&C Financial Services Europe Limited (as further explained in paragraphs 5.6 and 5.7 below).

5.2.2. **Terms of Appointment:**

The appointment of the ACD has been made under an agreement dated 1 July 2014 as amended from time to time, between Ignis Fund Managers Limited and the company, which was novated to the ACD on 13 July 2015 (the "ACD Agreement").

Pursuant to the ACD Agreement, the ACD manages and administers the affairs of the company in accordance with the regulations, the instrument of incorporation and this Prospectus. The ACD Agreement incorporates detailed provisions relating to the ACD's responsibilities.

It also excludes the ACD from liability to the company for any error of judgement or loss suffered in connection with the subject matter of the ACD Agreement, unless arising from the negligence, default, breach of duty or breach of trust of the ACD. Any liability for defaults of a person to whom it has delegated certain functions is also limited to the extent permitted by the regulations.

The company has agreed to indemnify the ACD, to the extent permitted by the regulations, (for itself and its delegates) against claims and expenses that arise in respect of their duties, except where there is fault on its or their part of the kind referred to above.

Details of the fees payable to the ACD are set out in the paragraph headed "Annual Management Charge" as set out below and in Appendix 1.

The ACD (or its associates or any affected person) is also under no obligation to account to the depositary, the company or the shareholders for any profit it makes on the issue or re-issue or cancellation of shares which it has redeemed. The ACD may carry out or arrange for the carrying out of stock lending transactions in respect of the funds. The ACD reserves the right to receive a fee in relation to stock lending, subject to giving shareholders 60 days' written notice of the details of such fees.

The ACD Agreement will continue unless and until terminated on the winding up of the company or by either party giving at least 12 months' written notice or, in certain circumstances, with immediate effect when terminated by the company.

The company has no directors other than the ACD. The ACD is the authorised corporate director of certain open-ended investment companies and the manager of certain authorised unit trusts details of which are set out in Appendix IV.

Subject to the OEIC regulations, under the instrument of incorporation, shareholders may by ordinary resolution remove abrdn Fund Managers Limited as authorised corporate director. Such a removal cannot take effect until the FCA has approved the change of director and would be without prejudice to any claim the ACD may have for damages for breach of the ACD Agreement. Shareholders have no personal right to directly enforce any rights or obligations under the ACD Agreement.

5.3. The Depositary

5.3.1. General

The depositary of the company is Citibank UK Limited[3]. The registered office of the depositary is Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB. The depositary is a private limited company incorporated in England with registered number 11283101.

The depositary is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The ultimate holding company of the depositary is Citigroup Inc., incorporated in New York, USA.

5.3.2. Terms of appointment:

The depositary was originally appointed by an agreement dated 1 July 2014. A new agreement has been put in place dated 7 August 2019 which was novated to the depositary with effect from 23 October 2021 (the "Depositary Agreement").

Subject to the regulations, the depositary has full power under the Depositary Agreement to delegate (and authorise its delegate to sub-delegate) all or any part of its duties as depositary. The depositary also acts as custodian of the funds. However, it has delegated the custody of the financial instruments and other assets belonging to the funds to Citibank N.A., London Branch.

To the extent permitted by the FCA Rules and FUND, the funds will indemnify the depositary (or its associates) against costs, charges, losses and liabilities incurred by it (or its associates) in the proper execution, or in the purported proper execution, or exercise (reasonably and in good faith) of the depositary's duties, powers, authorities

[3] Citibank Europe plc, UK Branch was replaced as depositary of the company with effect from 00.01 on 23 October 2021.

and discretions, except in the case of any liability for a failure to exercise due care and diligence in the discharge of its functions.

The fees and expenses incurred by the depositary are payable out of the General Administration Charge as set out below. The depositary (or its associates or any affected person) is under no obligation to account to the ACD, the funds or the shareholders for any profits or benefits it makes or receives that are made or derived from or in connection with the dealings in shares of the funds, any transaction in scheme property or the supply of services to the funds.

The depositary is required to carry out the duties specified in the regulations, including:

- Cash monitoring and verifying the funds' cash flows;
- Safekeeping of the assets of the funds which are entrusted to it;
- Ensuring that the sale, issue, re-purchase, redemption, cancellation and valuation of shares are carried out in accordance with the instrument of incorporation, the prospectus and applicable law, rules and regulations;
- Ensuring that in transactions involving scheme property any consideration is remitted to the ACD on behalf of the funds within the usual time limits;
- Ensuring that the funds' income is applied in accordance with the instrument of incorporation, the prospectus, applicable law, rules and regulations; and
- Carrying out instructions from the ACD unless they conflict with the instrument of incorporation, the prospectus or applicable law, rules and regulations.

The Depositary Agreement may be terminated by no less than 90 days' written notice provided that no such notice shall take effect until the appointment of a successor as depositary. In the event that the ACD fails to appoint, has not appointed or is not taking all reasonable steps to appoint a successor depositary within three months of the date of termination of this Agreement, the funds shall be wound up in accordance with the provisions of its instrument of incorporation and COLL.

Liability of the Depositary

As a general rule the depositary is liable for any losses suffered as a result of the depositary's negligent or intentional failure to properly fulfil its obligations except that it will not be liable for any loss where:

- the event which has led to the loss is not the result of any act or omission of the depositary or of such third party;
- the depositary could not have reasonably prevented the occurrence of the event which led to the loss despite adopting all precautions incumbent on a diligent depositary as reflected in common industry practice; and
- despite rigorous and comprehensive due diligence, the depositary could not have prevented the loss.
- As a general rule, whenever the depositary delegates any of its custody functions, the depositary will remain liable for any losses suffered as a result of an act or omission of the delegate as if such loss had arisen as a result of an act or omission of the depositary. However, there may be situations and/or circumstances in which the depositary is not liable for the acts or omissions of a delegate which is not an associate of the depositary or of the ACD (as set out below).

- In the case of loss of a financial instrument by the depositary, or by a third party who is its own associate or an associate of the ACD, the depositary is under an obligation to return a financial instrument of identical type or corresponding amount without undue delay.

- In addition, in the case of loss of a financial instrument by the depositary or by a third party who is neither an associate of its own nor an associate of the depositary to whom its custody has been properly delegated, the depositary is under an obligation to return a financial instrument of identical type or corresponding amount without undue delay, but it will not be under such an obligation:

- if it can prove that the loss arose as a result of an external event beyond the depositary's reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary; or

- if it can prove that:

  (a) the lost financial instrument was held in custody by a third party;

  (b) the depositary had properly delegated its functions to the third party;

  (c) a written contract between the depositary and the third party:

    (i) expressly transfers such obligation to the third party; and

    (ii) enables the ACD acting on behalf of the funds to make a claim against the third party in respect of the loss of the financial instrument, or for the funds to make such claim on their behalf; and

  (d) the Depositary Agreement expressly allows a transfer of the depositary's said obligation and establishes an objective reason for the transfer.

- if the depositary delegates custody functions to a custodian in any of the following circumstances:

  (a) where the depositary has no presence in the jurisdiction where any such financial instrument is issued or commonly held; or holding such financial instrument other than through a sub-custodian would be inefficient or uneconomic; or it is not practicable to hold the financial instrument other than through a Clearance System in which the depositary is not a participant; or

  (b) where the depositary intends to retain the services of a global sub-custodian of the scheme property, but the depositary has no practicable way of holding assets of the type in which the ACD wishes to invest without appointing such global custodian; or

  (c) where the ACD (on behalf of the funds) enters into an agreement with a prime broker and the depositary appoints the same legal entity as a sub-custodian, the prime broker would not otherwise provide services to the funds and the ACD, and the use of the same legal entity as a sub-custodian enables the funds to provide an efficient and cost effective service

and (i) the contract between the depositary and such custodian or local entity contains a clause transferring the liability of the depositary to such custodian or local entity and makes it possible for the company or the ACD acting on behalf of the company to make a claim against such custodian or local entity in respect of the loss of a financial instrument belonging to the ACD on behalf of the

company or for the depositary to make such a claim on their behalf; and (ii) the depositary had no other option but to delegate its custody duties to a third party.

The use of securities settlement systems does not constitute a delegation by the Depositary of its functions.

Conflicts of Interest

From time to time conflicts may arise from the appointment by the depositary of any of its delegates out of which may arise a conflict of interest with the funds. For example, Citibank N.A., London Branch, which has been appointed by the depositary to act as custodian of the scheme property, also performs certain investment operations and functions and derivatives collateral management functions delegated to it by the investment adviser. It is therefore possible that a conflict of interest could arise.

The depositary will ensure that any such delegates or sub-delegates which are its affiliates are appointed on terms which are not materially less favourable to the Company or a particular fund than if the conflict or potential conflict had not existed. Citibank N.A., London Branch and any other delegate are required to manage any such conflict having regard to the FCA Rules and its duties to the depositary and the ACD. There may also be conflicts arising between the depositary, the funds, the investors and the ACD. The depositary is prohibited from carrying out any activities with regard to the funds unless:

(i) The depositary has properly identified any such potential conflict of interest;

(ii) The depositary has functionally and hierarchically separated the performance of its depositary tasks from other potentially conflicting tasks; and

(iii) The potential conflicts of interest are properly managed, monitored and disclosed to the investors.

Delegation of safekeeping

Under the terms of the Depositary Agreement the depositary has the power to delegate its safekeeping functions. The depositary has, subject to COLL and FUND, delegated to Citibank N.A., London Branch (the "Custodian") the custody of financial instruments belonging to the company and other assets of the company, including real estate assets entrusted to the depositary for safekeeping. Citibank N.A., London Branch's head office and registered office is Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB. Citibank N.A., London Branch is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

The Custodian is entitled to receive reimbursement of the Custodian's fees as an expense of each fund (see "Other Fees and Expenses" section below). The Custodian's remuneration is calculated at an ad valorem rate determined by the territory or country in which the fund's assets are held. Currently, the lowest rate is 0.0025% and the highest rate is 0.4% per annum. These charges are taken from the income generated by each fund. In addition, the Custodian makes a transaction charge determined by the territory or country in which the transaction is effected. Currently, these transaction charges range from £2.80 - £92.31 per transaction. Transaction charges will be taken from capital, this may result in capital erosion or constrain capital growth.

In addition, a delegate (other than an associate of the depositary or the ACD) ("A") to whom custody of a financial instrument has been delegated and to whom the obligation to return a financial instrument of the identical type or corresponding amount to the ACD on behalf of the company, or the shareholders, has been properly transferred, will be liable to return a financial instrument of identical type or corresponding amount unless it can prove that:

- the lost financial instrument was held in custody by another third party ("B");

- A had properly sub-delegated its functions to B;
- a written contract between A and B:
  - (a) expressly transfers from A to B the obligation to return a financial instrument of the identical type or corresponding amount to the ACD on behalf of the company, or the shareholders; and
  - (b) enables the ACD acting on behalf of the company, to make a claim against B in respect of the loss of the financial instrument, or for the depositary to make such a claim on their behalf; and
- a written contract between A and the depositary expressly allows a transfer of A's obligation to return a financial instrument of the identical type or corresponding amount to the ACD on behalf of the company, or the shareholders, and establishes an objective reason for the transfer.

Re-use of Company assets by the Depositary

Under the Depositary Agreement the depositary has agreed that it may re use the company's assets with which it has been entrusted in certain circumstances where it is (i) for the benefit of the Company; (ii) in the interests of Shareholders; (iii) suitable collateral arrangements are in place; and (iv) the ACD has instructed such re-use.

Depositary's Data Protection Policy

The depositary's Market and Securities Services Privacy Statement details the collection, use and sharing of shareholders' personal information by the depositary in connection with shareholders' investment in the company.

The depositary's Market and Securities Services Privacy Statement may be updated from time to time the latest version can be accessed at https://www.citibank.com/icg/global_markets/uk_terms.jsp.

Any shareholder who provides the ACD and its agents with personal information about another individual (such as a joint investor), must show the depositary's Market and Securities Services Privacy Statement to those individuals.

5.4. The Investment Adviser

5.4.1. General

The ACD has appointed the investment adviser, abrdn Investment Management Limited (formerly known as Standard Life Investments Limited), to provide investment management and advisory services to the ACD in relation to the real estate and non-real estate assets of the company. The investment adviser is authorised and regulated by the Financial Conduct Authority to carry on investment business. The investment adviser will also be responsible for the day to day management of the real estate assets of the company.

The investment adviser is a member of the same group of companies as the ACD.

The principal activity of the investment adviser is the provision of investment management services.

The investment adviser is also responsible for the drawing up of marketing literature for the company.

5.4.2. Terms of appointment:

The investment adviser was appointed by an agreement dated 10 July 2015 between the ACD and the investment adviser, as amended from time to time (the "Investment Management Agreement").

In the exercise of the ACD's investment functions, the investment adviser will (subject to the overall policy and supervision of the ACD) have full power, authority and right to exercise the functions, duties, powers and discretions exercisable by the ACD under the instrument of incorporation or the regulations to manage the investment of the scheme property of the company. The investment adviser has full power to delegate under the Investment Management Agreement.

The investment adviser may also direct the exercise of rights (including voting rights) attaching to the ownership of the company's scheme property.

The Investment Management Agreement may be terminated by not less than three month's written notice, or immediately if it is in the best interests of investors or by written notice given by either party in the event of that party being prevented from carrying out its obligations under the Agreement and/or compelled to terminate the Agreement by any law, court order, regulation or request of any applicable regulatory authority.

The Investment Management Agreement gives the investment adviser the discretion to appoint, at its own cost, specialist asset management companies from either within or outwith the abrdn group as investment managers in order to benefit from their expertise and experience.

The Manager discharges, at its own expense out of the aggregate revenue received by it out of the fund, the fees of the investment adviser (both in respect of acting as investment adviser and in respect of its other functions) for its services.

Shareholders have no personal right to directly enforce any rights or obligations under the Investment Management Agreement or any other terms appointing abrdn Investment Management Limited.

5.5. **The Administrator**

5.5.1. The ACD has also appointed abrdn Investment Management Limited (formerly known as Standard Life Investments Limited) to perform certain activities involving valuation, pricing, dealing and other back office functions. The administrator is permitted to sub-delegate these functions to other persons.

5.5.2. Shareholders have no personal right to directly enforce any rights or obligations under the terms appointing abrdn Investment Management Limited.

5.5.3. The fees and expenses incurred by the administrator are payable out of the General Administration Charge as set out below.

5.6. **The Registrar, Register of Shareholders and Associated Charges**

5.6.1. The register of shareholders is maintained by SS&C Financial Services Europe Limited.

5.6.2. The register of shareholders will be maintained at the offices of SS&C Financial Services Europe Limited at SS&C House, St Nicholas Lane, Basildon, Essex, SS15 5FS, and may be inspected during normal business hours by shareholders or any shareholder's duly authorised agent.

5.6.3. Shareholders have no personal right to directly enforce any rights or obligations under the terms appointing SS&C Financial Services Europe Limited.

5.6.4. The fees and expenses incurred by the registrar are payable out of the General Administration Charge as set out below.

5.7. **The Transfer Agent**

The ACD has delegated certain administration functions to SS&C Financial Services Europe Limited and SS&C Financial Services International Limited, which was until 31 March 2020 known as DST Financial Services International Limited (together "SS&C"). These services include processing applications for the sale and redemption of shares, the servicing of certain investor requests and enquiries and other administration services relating to the company.

The fees and expenses incurred by the transfer agent are payable out of the General Administration Charge as set out below.

5.8. **The Standing Independent Valuers**

In relation to the immovable property held by the PAIF fund, the ACD has appointed CBRE Limited, registered office: St Martin Court, 10 Paternoster Row, London EC4M 7HP (a company limited by shares incorporated in England and Wales with registered number 3536032) and Knight Frank LLP, registered office: 55 Baker Street, London, W1U 8AN (a limited liability partnership) as standing independent valuers. The depositary has approved the appointments.

The standing independent valuers were appointed by agreements between each of the standing independent valuers and the ACD (the "Property Valuation Agreements"). Under the terms of each Property Valuation Agreement, the standing independent valuers must carry out its obligations under the agreement in accordance with the applicable provisions of COLL.

No valuer will be treated as independent for the purposes of valuing property if, at any time during the preceding 12 months, that independent valuer has received a fee, or any other commercial benefit, whether from the company or otherwise, in connection with any transaction entered into by the PAIF fund in relation to that property.

No person shall qualify for appointment as standing independent valuer unless it is either a body corporate or a partnership.

The fees and expenses incurred by the standing independent valuers are payable out of the Other Fees and Expenses as set out below.

5.9. **The Auditors**

The auditors of the company are KPMG LLP of Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EG.

Under the regulations, the auditor is responsible for auditing and expressing an opinion in relation to the company's accounts on at least an annual basis (or in certain other circumstances when requested to do so by the ACD).

Shareholders have no personal right to directly enforce any rights or obligations under the terms appointing the auditor.

The fees and expenses incurred by the auditor are payable out of the General Administration Charge as set out below.

5.10. **Legal advisers**

The company is advised by Eversheds Sutherland (International) LLP of One Wood Street, London EC2V 7WS.

5.11. **Conflicts of interest**

The ACD, the investment adviser and other companies within the abrdn group may each, from time to time, act as managers or investment managers to other funds or funds which follow similar investment objectives to those of the company or any particular fund. It is therefore possible that the ACD or the investment adviser may in the course of their business have potential conflicts of interest with the company. The ACD and the investment adviser will, however, have regard in such event to its obligations under the ACD Agreement or the Investment Management Agreement, as appropriate, and, in particular, to its obligation to act in the best interests of the company so far as practicable, having regard to its obligations to other clients, when undertaking any investment business where potential conflicts of interest may arise.

Where a conflict of interest cannot be avoided, the ACD will ensure that the funds and any other collective investment schemes it manages are fairly treated. The ACD acknowledges that there may be some situations where the organisational or administrative arrangements in place for the management of conflicts of interest are not sufficient to ensure with reasonable confidence that risk of damage to the interests of the funds or their shareholders will be prevented. Should any such situations arise, the ACD will disclose these to shareholders in an appropriate format. From time to time conflicts of interest may arise from the appointment by the depositary of any of its delegates. For example, Citibank N.A., London Branch, which has been appointed by the depositary to act as custodian of the company's assets, also performs certain investment operations and functions and derivatives collateral management functions delegated to it by the investment adviser. It is therefore possible that a conflict of interest could arise.

The depositary (and any of its affiliates) may effect, and make a profit from, transactions in which the depositary (or its affiliates, or another client of the depositary or its affiliates) has (directly or indirectly) a material interest or a relationship of any description and which involves or may involve a potential conflict with the depositary's duty to the funds. This includes circumstances in which the depositary or any of its affiliates or connected persons: acts as market maker in the investments of the funds; provides broking services to the funds and/or to other funds or companies; acts as financial adviser, banker, derivatives counterparty or otherwise provides services to the issuer of the investments of the funds; acts in the same transaction as agent for more than one client; has a material interest in the issue of the investments of the funds; or earns profits from or has a financial or business interest in any of these activities.

Citibank N.A., London Branch and any other delegates are required to manage any such conflict having regard to the FCA Rules and its duties to the depositary and the investment adviser.

The depositary may act as the depositary or trustee of other open-ended investment companies and as trustee or custodian of other collective investment schemes.

6. FEES AND EXPENSES

6.1. Annual Management Charge

The ACD is entitled to receive, out of the scheme property of each fund, an annual management charge as remuneration for the services it provides to the Company (the "Annual Management Charge").

The Annual Management Charge for each share class is a yearly percentage rate based on the net asset value attributable to that share class. It is calculated and accrues on a daily basis and is payable to the ACD monthly in arrears. The value of the fund (and the value attributable to each share class) for the purpose of the calculation is taken as at the valuation point on the previous business day, taking into account any subscriptions and/or redemptions on that day. The current Annual Management Charge for each share class of the funds is detailed in Appendix I plus value added tax ("VAT") if any.

The first accrual will be in respect of the day on which the first valuation of the fund is made. The Annual Management Charge will cease to be payable in relation to a fund on the date of commencement of its termination, and in relation to the Company as a whole on the date of the

commencement of its winding up or, if earlier, the date of the termination of the ACD's appointment as such.

The ACD is also entitled to all reasonable, properly documented, out of pocket expenses incurred in the performance of its duties (plus VAT where applicable).

The Annual Management Charge may be taken from the capital of the fund or the income generated by it. Where the charge is taken from the capital of the fund, this may result in capital erosion or constrain capital growth. Where the charge is normally taken from income, but there is insufficient income to meet the charge, it will be taken from capital of the fund. The policy for allocation of these payments for each fund is set out in Appendix I.

The Annual Management Charge may only be increased by the ACD in accordance with COLL.

6.2. **General Administration Charge**

The ACD is entitled to be paid a fixed rate charge of 0.08%, out of the scheme property of each fund, to facilitate payment of the ongoing registration and general administration expenses of the funds (the "General Administration Charge"). This charge is calculated in the same way as the Annual Management Charge. The expenses that are payable by the ACD out of this charge are as follows:

a) fees and expenses incurred by the depositary (including fees and expenses payable to any professional adviser advising or assisting the depositary);

b) fees and expenses of the auditors;

c) fees and expenses in respect of establishing and maintaining the register of shareholders and related function including the fees of the registrar and distribution of income;

d) fees and expenses in respect of fund accounting services;

e) the cost of listing the prices of shares in the funds in publications and information services selected by the ACD;

f) the costs of printing and distributing annual, half yearly and quarterly reports and any other reports or information provided for shareholders;

g) the fees and any proper expenses of any tax, legal or other professional advisers retained by the Company or by the ACD in relation to the Company;

h) any costs incurred in respect of any meeting of shareholders (including meetings of shareholders in any particular fund or any particular share class within a fund) convened on a requisition by holders, not including the ACD or an associate of the ACD;

i) any costs incurred in creating or amending documentation relating to the Company including the instrument of incorporation, Prospectus and key investor information documents;

j) any costs incurred in respect of meetings of shareholders and/or directors of the ACD;

k) the cost of printing, translating and distributing material required for regulatory purposes as permitted by COLL in respect of the Company or any fund;

l) insurance which the Company may purchase and/or maintain for the benefit of and against any liability incurred by any directors of the Company in the performance of their duties;

m) fees of the FCA and the corresponding periodic fees of any regulatory authority in a country or territory outside the UK in which shares are or may be marketed; and

n) any value added or similar tax applicable to any of the costs, charges, fees and expenses listed above.

It is the intention of the ACD to provide shareholders with certainty as to the ongoing registration and general expenses paid by the funds. The General Administration Charge is a single fixed percentage fee that does not vary month on month.

In some periods the General Administration Charge may be less than the costs actually incurred by the ACD. In these circumstances the ACD will pay the difference from its own resources. Conversely, in some periods the General Administration Charge may be more than the costs actually incurred by the ACD. In these circumstances the ACD will retain the difference.

The ACD will regularly review the General Administration Charge. Should the underlying fees and expenses that make up the General Administration Charge reduce or increase, the ACD may increase or decrease the General Administration Charge where it reasonably considers this to be appropriate.

In the event of any changes to the General Administration Charge, the ACD will notify shareholders in writing in accordance with the FCA's requirements under COLL. For example:

a) before increasing the General Administration Charge, the ACD will give shareholders at least 60-days prior notice in writing; or

b) when decreasing the General Administration Charge, the ACD will give notice of (which may be before or after the decrease in the General Administration Charge becomes effective) utilising an appropriate method of communication as specified in COLL, such as notice on the website and in the next report and accounts of the relevant fund.

The ACD may from time to time subsidise costs incurred by any fund or share class to keep the costs of a fund in line with the published estimated ongoing charges figure or for any other reason as the ACD may in its sole discretion determine. Details of the ongoing charges figure for the previous reporting period can be found in the report and accounts of the Company or the Key Investor Information Document.

The ACD currently pays for all or part of the General Administration Charge for the Retail Shares, Feeder Shares and the ZA Income shares of each fund.

The General Administration Charge may be taken from the capital of the fund or the income generated by it. Where the charge is taken from the capital of the fund, this may result in capital erosion or constrain capital growth. Where the charge is normally taken from income, but there is insufficient income to meet the charge, it will be taken from capital of the fund. The policy for allocation of these payments is applied consistently with the allocation policy for the Annual Management Charge and is set out for each fund in Appendix I.

6.3. Other Fees and Expenses

The Company may pay out of the scheme property of each fund, the following charges and expenses:

a) fees and expenses incurred by the Custodian (as set out in "Depositary" section);

b) dilution levy/adjustment, broker commission, fiscal charges (including stamp duty, asset spread, other transactional costs) and any other disbursements which are necessarily incurred in effecting transactions;

c) any amount payable by the Company under any indemnity provisions contained in the instrument of incorporation or any agreement with any functionary of the Company;

d) liabilities on transfer of assets arising and payable as specified in 6.7.15 R of COLL, (if applicable);

e) all charges and expenses incurred in connection with the collection of income and collateral management services;

f) correspondent and other banking charges;

g) litigation expenses, exceptional measures, particularly legal, business or tax expert appraisals or legal proceedings undertaken to protect shareholders' interests;

h) taxation and other duties payable in respect of the scheme property or on the issue or redemption of shares;

i) any fees, dilution levy/adjustment, transactional costs and expenses in relation to, and expenses incurred in the holding of, an investment in another third-party collective investment scheme;

j) interest on and other charges relating to permitted borrowings;

k) benchmark licence fees and royalty fees incurred for the use of any index names;

l) any fees and expenditure incurred in relation to the immovable property;

m) any fees payable to, or in connection with the activities of, the property manager, including the property manager's reasonable expenses;

n) any fees and expenses of the standing independent valuers;

o) any value added or similar tax applicable to any of the other payments in this section; and

p) any other charges or expenses which may be taken out of the scheme property in accordance with COLL.

Please note it is currently anticipated the above charges and expenses will normally be taken from the income generated by each fund, unless otherwise stated, and with the exception of fees b), c) and d) which will be taken from the capital of the fund.

In all cases, where the there is insufficient income to meet the charge or it would not be appropriate in respect of the type of fee or expense to charge to income, then charge may then be taken from the capital of the fund. Where the charge is taken from the capital of the fund, this may result in capital erosion or constrain capital growth.

Expenses not directly attributable to a fund will be allocated between the funds.

6.4. **Investment Adviser's fee**

The investment adviser's fees and expenses (plus VAT thereon where applicable) will be paid by the ACD, at its own expense out of the aggregate revenue received by it out of the fund.

6.5. **Platform Dealing Charge**

6.5.1. The ACD makes an additional charge to the Platform Share Classes which may be issued from time to time in respect of additional dealing activities it has in connection with these shares. This dealing charge is payable out of the scheme property of the relevant class. The charge is calculated, accrued and paid on the same basis as the Annual Management Charge.

6.5.2. The current rate of the dealing charge is 0.05% per annum (plus VAT (if any)) of the net asset value of each relevant class.

6.6. Standing Independent Valuer Fee

As outlined above, each standing independent valuer is entitled to receive a fee for the services it provides in relation to the valuing of the immovable property of the PAIF fund. The fee (plus VAT if any) payable to each standing independent valuer, which is payable out of the scheme property of the PAIF fund, is a charge per immovable property as set out below, with such property of the PAIF fund being valued on a monthly basis. Currently, each standing independent valuer's fees in respect of the PAIF fund shall be calculated at the rate of between £4,000 and £5,000 (plus VAT if any) per immovable property per annum where monthly valuations are carried out and are payable out of the scheme property of the PAIF fund monthly in arrears. Where additional intra month valuations are required, these will be charged to the scheme property of the PAIF fund in line with the above rates.
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7. SHAREHOLDER MEETINGS AND VOTING RIGHTS

7.1. Meetings

The company has dispensed with the need to hold annual general meetings.

The provisions below, unless the context otherwise requires, apply to class meetings and meetings of funds as they apply to general meetings of the company, but by reference to shares of the class or fund concerned and the shareholders and value and prices of such shares.

7.2. Requisitions of meetings

The ACD may requisition a general meeting at any time.

Shareholders may also requisition a general meeting of the company. A requisition by shareholders must state the objects of the meeting, be dated, be signed by shareholders who, at the date of the requisition, are registered as holding not less than one-tenth in value of all shares then in issue and the requisition must be deposited at the head office of the company. The ACD must convene a general meeting no later than eight weeks after receipt of such requisition.

7.3. Notice and quorum

Shareholders will receive at least 14 days' notice of a general meeting and are entitled to be counted in the quorum and vote at such meeting either in person or by proxy. The quorum for a meeting is two shareholders, present in person or by proxy. The quorum for an adjourned meeting is one person entitled to be counted in a quorum present in person. Notices of meetings and adjourned meetings will be sent to shareholders at their registered addresses.

7.4. Voting rights

At a general meeting, on a show of hands every shareholder who (being an individual) is present in person or (being a corporation) is present by its representative properly authorised in that regard, has one vote.

On a poll vote, a shareholder may vote either in person or by proxy. The voting rights attaching to each share are such proportion of the voting rights attached to all the shares in issue that the price of the share bears to the aggregate price of all the shares in issue at the date seven days before the notice of meeting is sent out.

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

In the case of joint shareholders, the vote of the senior who votes, whether in person or by proxy, must be accepted to the exclusion of the votes of the other joint shareholders. For this purpose, seniority must be determined by the order in which the names stand in the register.

Except where the FCA Rules or the instrument of incorporation require an extraordinary resolution (which needs at least 75% of the votes cast at the meeting to be in favour if the resolution is to be passed) any resolution required by the FCA Rules will be passed by a simple majority of the votes validly cast for and against the resolution.

The ACD may not be counted in the quorum for a meeting and neither the ACD nor any associate (as defined in the FCA Rules) of the ACD is entitled to vote at any meeting of the company except in respect of shares which the ACD or associate holds on behalf of or jointly with a person who, if the registered Shareholder, would be entitled to vote and from whom the ACD or associate has received voting instructions.

Where all the shares in a fund are registered to, or held by, the ACD or its associates and they are therefore prohibited from voting and a resolution (including an extraordinary resolution) is required to conduct business at a meeting, it shall not be necessary to convene such a meeting and a resolution may, with the prior written agreement of the depositary, instead be passed with the written consent of shareholders representing 50% or more, or for an extraordinary resolution, 75% or more, of the shares in issue.

"Shareholders" in this context means shareholders entered on the register at a time to be determined by the ACD and stated in the notice of the meeting which must not be more than 48 hours before the time fixed for the meeting.

8. TAXATION

8.1 Taxation of the PAIF Fund

The following statements are intended as a general guide only and are based upon the UK law and HMRC practice currently in force. Tax rules may change and this section may be subject to change.

8.1.1 Capital Gains Tax

As the PAIF fund is a sub-fund of an authorised investment fund, it is not normally liable to corporation tax on its capital gains arising from the disposal of investments.

8.1.2 Corporation Tax

The PAIF fund qualifies as a PAIF for tax purposes. Accordingly, the income generated by its property investment business will be exempt from tax. Any dividend income it receives from UK companies or, in general, from non-UK companies will also be exempt from tax. It would, however, be subject to tax in the event that there should be a net balance of other income, which will generally consist of interest but could include other property income, less deductible expenses and the gross amount of any PAIF interest distributions made and any tax charge that otherwise arises.

The PAIF fund's distributions will be split into three streams for UK tax purposes:

(a) property income distributions, representing income from its property investment business;

(b) PAIF dividend distributions, representing any dividends received by it and certain other income; and

(c) PAIF interest distributions, representing the net amount of all other income received.

8.1.3 Other Taxes

The PAIF fund will generally be liable to pay stamp duty land tax (or Scottish and Welsh equivalents) on purchases of property, and may incur other property-specific taxes. Other purchases may also be subject to UK stamp taxes.

8.2 Taxation of UK Individuals

The following statements are intended to offer some guidance and relate to the position of investors who are UK resident individuals and are the beneficial owners of their shares. This summary should not be regarded as definitive and prospective investors should consult their own professional advisers on the potential tax consequences of acquiring, holding or selling shares.

8.2.1 Income Tax

On the specified allocation dates each eligible investor becomes entitled to a distribution of any income. The distribution is treated as income for tax purposes regardless of the fact that the shares may be accumulation shares.

Distributions from the PAIF fund will be streamed into up to three parts depending on the nature of the income generated by the PAIF fund. Each stream will be taxed as follows:

(a) Property Income Distributions ("PIDs") – Individuals resident in the UK for tax purposes and within the charge to income tax will receive PIDs net of basic rate tax. Basic rate tax payers will have no further liability to tax on the PID. Higher rate and additional rate tax payers will have further tax to pay on the gross PID (at the respective rates in force at the time) but both will receive credit for tax deducted at source.

(b) PAIF distributions (interest) – All investors entitled to an income allocation in the form of an interest distribution will receive their distribution on a gross basis. Individual shareholders may benefit from the UK's personal savings allowance. The personal savings allowance exempts some interest income, including amounts taxable as interest, received or deemed to be received by UK resident individuals, from tax in the hands of basic rate taxpayers. The exempt amount is reduced for higher rate taxpayers and additional rate taxpayers will not receive an allowance. Interest income in excess of the tax payer's personal saving allowance will be taxed at income tax rates which is dependent on the tax payer's income tax band and subject to the personal savings allowance.

(c) PAIF distributions (dividend) – Dividend distributions are treated in the same way as any other UK resident company dividend. Dividend income in excess of the taxpayer's annual dividend allowance will be taxed at a rate on dividends which is dependent on the investor's income tax band.

8.2.2 Capital Gains Tax

A liability to Capital Gains Tax may arise when an investor disposes of shares. In this context a disposal includes the redemption, sale, switching or transfer of shares.

However, a liability to Capital Gains Tax will not arise unless the total of an investor's realised taxable gains from all disposals of assets less allowable losses in a tax year exceeds the annual exemption. If gains in excess of this annual exemption are realised the excess is taxable at 10% where the investor is a basic rate taxpayer or 20% where the investor is a higher rate or additional rate taxpayer. Trustees may have different exemptions and tax rates from individuals. Investors should contact a professional adviser in respect of their own position.

The capital gain in respect of a disposal of shares is the value of the shares at the time of disposal less the total of the following:

(a) the cost of acquiring the shares less any equalisation received as detailed in the section headed Income Equalisation (below);

(b) in the case of accumulation shares only, all reinvested distributions during the period the shares have been held.

Investors should contact a professional adviser if they require any more information or advice regarding their own personal circumstances.

8.3 Taxation of Corporate shareholders

The following statements are intended to offer some guidance and relate to the position of UK resident corporate bodies which hold shares as investments and are the beneficial owners of their shares. This summary should not be regarded as definitive and prospective investors should consult their own professional advisers on the potential tax consequences of acquiring, holding or selling shares.

8.3.1 Distribution from the PAIF fund

Property income distributions are generally paid to corporation tax payers without the deduction of tax at source and taxed as profits of a property business. Corporate shareholders will, depending on their circumstances, be subject to UK corporation tax on the interest distribution received. PAIF dividend distributions are treated in the same way as dividends paid by UK companies, and are therefore exempt from corporation tax.

8.3.2 Profits on disposal of shares

Any profits arising on the disposal of shares in the PAIF fund by a UK resident corporate investor may be subject to Corporation Tax on chargeable gains. In this context a disposal includes the redemption, sale, switching or transfer of shares.

The chargeable gain arising in respect of a disposal of shares is the value of the shares at the time of disposal less the total of the following:

(a) the cost of acquiring the shares less any equalisation received as detailed in the section headed Income Equalisation (below);

(b) in the case of accumulation shares only, all reinvested distributions during the period the shares have been held;

(c) an indexation factor, based on increases in the Retail Price Index during the period shares have been held.

Certain types of corporate investor (e.g. life insurance companies) are subject to special tax rules which may take precedence over the general rules summarised above.

Investors should contact a professional adviser if they require any more information or advice regarding their own personal circumstances.

8.4 Tax exempt shareholders

Tax-exempt investors such as local authorities, charities, pension schemes and ISA managers may be paid gross property income distributions. However the ACD (or its nominee) will need to be satisfied that the recipient is the beneficial owner and that it is entitled to be paid gross property income distributions. The ACD may require a suitable indemnity from the recipient before a gross payment can be made. Otherwise, shareholders who are exempt from tax on income will be able to reclaim from HMRC the basic rate income tax withheld on the payment of property income distributions

8.5 **Non-UK shareholders**

The following statements are intended to offer some guidance and relate to the position of investors who are non-UK resident and are the beneficial owners of their shares. This summary should not be regarded as definitive and prospective investors should consult their own professional advisers on the potential tax consequences of acquiring, holding or selling shares.

Non-UK resident shareholders may be entitled to a refund from HMRC of any tax deducted (or a proportion of it) in respect of income distributions, or where they make the appropriate declaration, may be entitled to receive all or part of their distributions without tax deducted, depending on their personal circumstances and the terms of any double taxation agreement which exists between their country of tax residence and the UK. Shareholders resident outside the UK may be subject to foreign taxation on distributions under local law in the relevant jurisdiction.

Shareholders resident outside the UK may be liable to UK Non-Resident Capital Gains Tax ("NRCGT") on disposals of interests in UK property rich collective investment vehicles ("CIVs"). A CIV is UK property rich if it derives at least 75% of its value from UK land. Other than in exceptional circumstances, the PAIF fund will be a UK property rich CIV for this purpose. Shareholders who are not resident in the UK should consult their own tax advisers concerning their tax liabilities on disposals of interests in the PAIF fund.

The foregoing statements are based on UK law and HMRC practice as known at the date of this Prospectus. Shareholders and prospective shareholders are advised to consult their professional advisers if they are in any doubt about their tax position.

8.6 **For all income allocations**

A tax voucher showing the amount of the income distributed or deemed to be distributed to the shareholder, the nature of the income and tax deducted will be sent to shareholders at the time of a distribution.

8.7 **Income equalisation**

Income Equalisation is permitted by the instrument of Incorporation. The price of any share is based on the value of its entitlement in the relevant fund, including its entitlement to income of the fund since the previous income allocation period. In respect of the first income allocation after an acquisition of shares (known, from the date of acquisition to the end of the income allocation period, as Group 2 shares, all other shares being known as Group 1 shares), part of the amount, the equalisation payment, is treated as a return of capital and is not taxable as income in the hands of the shareholder. It must be deducted from the cost of the shares for the purposes of calculating any gains.

Income equalisation is calculated on a day by day basis and is averaged over the Group 2 shares issued or sold during the income allocation period.

8.8 **Genuine diversity of ownership**

Shares in the PAIF fund are and will continue to be widely available. Different classes of shares are issued to different types of investor. Shares in the PAIF fund are and will continue to be marketed and made available sufficiently widely to reach the intended categories of investors for each class of share and in a manner appropriate to attract those categories of investor.

8.9 **Common Reporting Standard**

The Organisation for Economic Co-operation and Development ("OECD") received a mandate from the G8/G20 countries to develop a common reporting standard ("CRS") to achieve a comprehensive and multilateral automatic exchange of information (AEOI) in the future on a global basis. The CRS requires UK financial institutions to identify financial holders and establish their tax residence. UK

financial institutions should then report financial account information relating to certain accounts to the UK tax authorities, which will thereafter automatically transfer this information to the competent foreign tax authorities on a yearly basis. Shareholders may therefore be reported to the UK and other relevant tax authorities under the applicable rules.

The CRS is implemented into UK law by the International Tax Compliance Regulations 2015.

In addition, the UK tax authorities signed the OECD's multilateral competent authority agreement ("Multilateral Agreement") to automatically exchange information under the CRS.

The first exchange of information amongst tax authorities happened during 2017. Accordingly, the Company is committed to run additional due diligence processes on its account holders and to report the identity and tax residence of certain account holders (including certain entities and their controlling persons) to the UK tax authorities who will share such information with other relevant tax authorities. The information reported will also include the account balance, income and redemption proceeds.

Shareholders should consult their professional advisors on the possible tax and other consequences with respect to the implementation of the CRS.

8.10 **Compliance with US Reporting and Withholding Requirements**

The Foreign Account Tax Compliance provisions of the Hiring Incentives to Restore Employment Act ("FATCA") generally impose a US federal reporting and withholding tax regime with respect to certain US source income (including, among other types of income, dividends and interest) and gross proceeds from the sale or other disposal of property. The rules are designed to require certain US persons' direct and indirect ownership of certain non-US accounts and non-US entities to be reported to the US Internal Revenue Service (the "IRS"). The 30% withholding tax regime could apply if there is a failure to provide certain required information and these rules apply to such payments made after a date determined by the IRS.

The UK has entered into an intergovernmental agreement with the US to facilitate FATCA compliance. Under this agreement, FATCA compliance will be enforced under UK local tax legislation and reporting. The Company may require additional information from shareholders in order to comply with relevant obligations, and the non-provision of such information may result in mandatory redemption of shares or other appropriate action taken by the ACD at its discretion in accordance with the constitutional documents of the Company. Each prospective investor should consult its own tax advisers on the requirements applicable to it under FATCA.

9. WINDING UP OF THE COMPANY OR TERMINATION OF A FUND

9.1. The company will not be wound up except as an unregistered company under Part V of the Insolvency Act 1986 or under COLL. A fund may otherwise only be terminated under COLL.

9.2. Where the company is to be wound up or a fund is to be terminated under COLL, such winding up or termination may only be commenced following approval by the FCA. The FCA may only give such approval if the ACD provides a statement (following an investigation into the affairs of the company or the fund as the case may be) either that the company or the fund will be able to meet its liabilities within 12 months of the date of the statement or that the company or the fund will be unable to do so. The company may not be wound up or a fund terminated under COLL if there is a vacancy in the position of ACD at the relevant time.

9.3. The company may be wound up or a fund must be terminated under COLL:

9.3.1. if an extraordinary resolution to that effect is passed by shareholders; or

9.3.2. when the period (if any) fixed for the duration of the company or a particular fund by the instrument of incorporation expires, or any event occurs on the occurrence of which the instrument of incorporation provides that the company or a particular fund is to be wound

up or terminated (as appropriate) (for example, if the share capital of the company or (in relation to any fund) the net asset value of the fund is below £10 million, or if a change in the laws or regulations of any country means that, in the ACD's opinion, it is desirable to terminate the fund); or

9.3.3. on the date stated in any agreement by the FCA to a request by the ACD for the revocation of the authorisation order in respect of the company or for the termination of the relevant fund; or

9.3.4. on the effective date of a duly approved scheme of arrangement which is to result in the company ceasing to hold any scheme property; or

9.3.5. in the case of a fund, on the effective date of a duly approved scheme of arrangement which is to result in that fund ceasing to hold any scheme property;

9.3.6. in the case of the company, on the date on which all of its funds fall within paragraph 9.3.5 or have otherwise ceased to hold any scheme property, notwithstanding that the company may have assets and liabilities that are not attributable to any particular fund.

9.4. On the occurrence of any of the above:

9.4.1. COLL 6.2 (Dealing), COLL 6.3 (Valuation and Pricing) and COLL 5 (Investment and Borrowing powers) will cease to apply to the company or the relevant fund;

9.4.2. the company will cease to issue and cancel shares in the company or the relevant fund and the ACD shall cease to sell or redeem shares or arrange for the company to issue or cancel them for the company or the relevant fund;

9.4.3. no transfer of a share shall be registered and no other change to the register of shareholders shall be made without the sanction of the ACD;

9.4.4. where the company is being wound up or a fund terminated, the company or the fund shall cease to carry on its business except in so far as it is beneficial for the winding up of the company or for the termination of the fund;

9.4.5. the corporate status and powers of the company and subject to 9.4.1 to 9.4.4 above, the powers of the depositary shall continue until the company is dissolved.

9.5. The ACD shall, as soon as practicable after the company or the fund falls to be wound up or terminated (as appropriate), realise the assets and meet the liabilities of the company or the fund and, after paying out or retaining adequate provision for all liabilities properly payable and retaining provision for the costs of winding up or termination, arrange for the depositary to make one or more interim distributions out of the proceeds to shareholders proportionately to their rights to participate in the scheme property of the company or the fund. If the ACD has not previously notified shareholders of the proposal to wind up the company or terminate the fund, the ACD shall, as soon as practicable after the commencement of winding up of the company or the termination of the fund, give written notice of the commencement to shareholders. When the ACD has caused all of the property to be realised and all of the liabilities of the company or the particular fund to be realised, the ACD shall arrange for the depositary to make a final distribution to shareholders on or prior to the date on which the final account is sent to shareholders of any balance remaining in proportion to their holdings in the company or the particular fund.

9.6. As soon as reasonably practicable after completion of the winding up of the company or the termination of a particular fund, the depositary shall notify the FCA that the winding up or termination has been completed.

9.7. On completion of a winding up of the company or the termination of a fund, the company will be dissolved or the fund will be terminated and any money (including unclaimed distributions) still

standing to the account of the company or the fund, will be paid into court by the ACD within one month of the dissolution or the termination.

9.8. Following the completion of a winding up of the company or the termination of a fund, the ACD must prepare a final account showing how the winding up or termination took place and how the property was distributed. The auditors of the company shall make a report in respect of the final account stating their opinion as to whether the final account has been properly prepared. This final account and the auditors' report must be sent to the FCA and to each shareholder (or the first named of joint shareholders) on it within two months of the completion of the winding up or termination.

10. GENERAL INFORMATION

10.1. Accounting periods

The annual and interim accounting periods of the company are set out in Appendix I.

10.2. Income allocations

The income allocation periods and income allocation dates for each fund are set out in Appendix I.

The income allocation dates are the dates, in each year, on or before which payment or accumulation of income is to be made or take place. Under the FCA Rules, the income allocation dates must be within four months of the end of the relevant income allocation period. The income allocation dates in Appendix I reflect certain of the flexibility under the FCA Rules but the ACD may distribute the income (if any) on or before these dates.

The company is not required to distribute income allocated to any shares where the ACD or depositary considers it necessary or appropriate to carry out or complete identification procedures in relation to the shareholder or another person pursuant to a statutory or regulatory obligation. Any distribution may be paid by bank transfer ("BACS") where sufficient bank details have been provided by the shareholder or otherwise by cheque.

Allocation of income to holders of accumulation shares will be transferred to the capital property of each fund on the first business day following the end of each income allocation period and reflected in the value of those shares. Distribution of income (if any) to holders of income shares will be made on the income allocation dates as shown in Appendix I.

If a distribution made in relation to any income shares remains unclaimed for a period of six years after it has become due, it will be forfeited and will revert to the relevant fund (or, if the fund has been wound up, shall be paid into court in accordance with the OEIC regulations).

The amount available for accumulation or distribution in any accounting period is calculated by taking the aggregate of the income received or receivable for the account of the relevant fund in respect of that period, and deducting the charges and expenses of the relevant fund paid or payable out of income in respect of that accounting period. The ACD then makes such other adjustments as it considers appropriate (and after consulting the company's auditors as appropriate) in relation to taxation, income equalisation, income unlikely to be received within 12 months following the relevant income allocation date, income which should not be accounted for on an accrual basis because of lack of information as to how it accrues, transfers between the income and capital account and other matters.

With the agreement of the depositary individual amounts of income of £10 or less may not be paid.

10.3. Annual reports

The annual report of the company will be published in long form within four months of each annual accounting date and the half yearly report will be published in long form within two months of each interim accounting date. The annual report of the company will also include certain disclosures of information, such as the current risk profile, any changes to the maximum level of leverage and any

new arrangements for managing liquidity in relation to the company, which the ACD is required to provide to holders on a periodic basis under FUND 3.2.5 R and FUND 3.2.6 R. The long reports are available to any person free of charge on request.

10.4. **Documents of the Company**

The following documents may be inspected free of charge during normal business hours on any business day at the offices of the ACD at 280 Bishopsgate, London EC2M 4AG :

10.4.1. the most recent annual and half yearly reports of the company;

10.4.2. the Prospectus;

10.4.3. the instrument of incorporation (and any amending documents); and

10.4.4. the ACD Agreement.

Shareholders may obtain copies of the above documents from the ACD. The ACD may make a charge at its discretion for copies of documents (apart from the most recent annual and half yearly reports of the company, the instrument of incorporation and the Prospectus which are available free of charge).

10.5. **Provision of investment advice**

All information concerning the company and about investing in shares of the company is available from the ACD at abrdn Fund Managers Limited, PO Box, 12233, Chelmsford, CM99 2EE. The ACD is not authorised to give investment advice and persons requiring such advice should consult a professional financial adviser. All applications for shares are made solely on the basis of the current Prospectus of the company, and investors should ensure that they have the most up to date version.

10.6. **Telephone recordings**

Please note that the ACD may record telephone calls for training and monitoring purposes and to confirm investors' instructions.

10.7. **Liquidity Risk Management**

Selling property can be a lengthy process so investors in the fund should be aware that, in certain circumstances, they may not be able to sell all or part of their investment when they want to. There is also a heightened risk of valuation uncertainty during periods of market stress or market closures, or reduced fund returns due to higher transactions volumes. The ACD manages and seeks to mitigate these risks by maintaining policies and procedures, overseen by the Depositary, and by using a number of tools outlined below.

The liquidity management policies and procedures include the management, implementation and maintaining of appropriate liquidity thresholds/ limits for the Company to ensure, where possible, that the company has sufficient liquidity taking into account its investment objective, liquidity profile and the redemption rights of holders. The policy requires the ACD to ensure that appropriate levels of liquidity are held within the company on a day-to-day basis with any unusual trends or areas of high risk being escalated for further investigation and analysis, including appropriate stress testing. On a quarterly basis the ACD undertakes a detailed review of the policies and procedures with an assessment being presented to the ACD's board of directors.

The company is managed so that the liquidity profile of the funds is aligned with the requirement to meet redemption requests from shareholders on each dealing day. In normal circumstances, redemption requests will be processed as set out above ("Redemption"). However, in exceptional circumstances, the ACD has established liquidity contingency plans to ensure that any applicable liquidity management tools can be used where necessary, and deployed in a prompt and orderly manner.

To deal with temporary liquidity constraints in relation to the company may, (i) borrow cash to meet redemptions within the limits set out below in Appendix II ("Investment and Borrowing Powers of the company), (ii) defer redemption requests in accordance with the provisions above ("Deferred Redemption"), (iii) apply the in specie redemption provisions above ("In-specie Redemption"), (iv) apply dilution adjustment provisions above ("Dilution Adjustment"), and (v) apply valuation adjustments particularly when looking to sell a property quickly in response to high levels of redemption requests as outlined in above and in Appendix III ("Valuation").

In the event there is insufficient liquidity to meet redemption requests, the ACD, in agreement with the depositary, may ultimately need to temporarily suspend dealing in the company (see "Suspension of Dealings"). The circumstances under which suspension of dealing may occur include, for example, those where the ACD or the company cannot reasonably ascertain the value of the assets or realise assets of the company, or the closure or suspension of dealing on a relevant exchange, or if the Standard Independent Valuer of the fund has expressed material uncertainty about the value of one or more immovables, and that material uncertainty (in line with VPS 3 paragraph 2.2 (o) and the guidance at VPGA 10, RICS Valuation Global Standards 2017 (the Red Book), effective from 1 July 2017) applies to least 20% of the value of the scheme property. Unless, in such a case of material uncertainty, the ACD and the depositary have a reasonable basis for determining that a temporary suspension is not in the best interests of the shareholders. During such a period of material uncertainty, the ACD and the depositary must review their agreement to not suspend dealings at least every 14 days.

If our policies and procedures for managing liquidity should change, shareholders will be notified appropriately depending on the change.

Order Execution Policy

The ACD is responsible for the portfolio management of the scheme property and, as such, is subject to the FCA Rules. These require all managers to meet the requirements relating to best execution when carrying out portfolio management activity for the funds which it manages.

In view of this, the ACD is required to have an order execution policy in place detailing how it will act in line with the best interests of the company and to take all reasonable steps to obtain the best possible result, when it directly executes an order, places an order with, or transmits an order to, another entity for execution. A copy of the ACD's order execution policy will be provided free of charge on the request of any holder in the company.

10.8. **Voting Rights Strategy**

In accordance with the FCA Rules, the ACD must develop strategies for determining when and how voting rights of assets held within the company are to be exercised. A copy of the ACD's voting rights strategy will be provided free of charge on the request of any holder in the company. Details of the actions which the ACD has taken on the basis of its voting rights strategy are also available upon request.

10.9. **Jurisdiction, Recognition and Enforcement of Judgments**

Dealings in shares of the company is governed by the law of Scotland.

A number of legal instruments provide for the recognition and enforcement of foreign judgments in Scotland. The following list (which is not, and does not purport to be, an exhaustive list of all the relevant legal instruments) sets out some of the principal legal instruments:

- the Civil Jurisdiction and Judgments Act 1982 – this act provides for the recognition and enforcement in Scotland, in accordance with the terms of the act, of judgments between Scotland, England & Wales and Northern Ireland; this act (as amended by the Private International Law (Implementation of Agreements) Act 2020) also provides for the Hague

Convention on Choice of Court Agreements to have the force of law in Scotland and as a result provides for the recognition and enforcement in Scotland, in accordance with the terms of the act, of judgments given in a foreign state that is a contracting party to that Convention; and

- the Administration of Justice Act 1920 and the Foreign Judgments (Reciprocal Enforcement) Act 1933 – these acts provide for the recognition and enforcement in Scotland, in accordance with the terms of the acts, of judgments given in certain foreign states specified in statutory instruments made under the acts, including Australia, the Bahamas, Bermuda, Canada, Jersey, Kenya, India, New Zealand, Nigeria and Pakistan.

If a foreign judgment does not fall within the scope of one of these instruments (or any other instrument not listed above), it may nevertheless be enforceable under the common law of Scotland.

10.10. **Benchmark Regulation**

For those funds that may track their return against a benchmark index, or whose asset allocation is defined by reference to a benchmark index, the ACD will ensure, unless otherwise disclosed in this Prospectus, the indices or benchmarks utilised by those funds are, as at the date of this Prospectus, provided by an administrator that is listed on the register of benchmarks and administrators maintained by the FCA, as required by the Benchmark Regulation.

The ACD has adopted a written plan setting out actions, which it will take with respect to the relevant funds in the event that an index or benchmark materially changes or ceases to be provided, in accordance with the Benchmark Regulation. Copies of the descriptions of these plans may be accessed, free of charge, upon request from the ACD.

10.11. **Treating Customers Fairly**

The ACD, as a firm that is authorised and regulated by the FCA, is required to pay due regard to the interests of its customers and treat them fairly. Breaching this principle would make the ACD liable to disciplinary sanctions by the FCA.

The ACD may, from time to time, give preferential treatment to a particular shareholder or class of shareholders such as the right to obtain more detailed information on the performance of a fund than is ordinarily made available to shareholders. The ACD does not give preferential treatment or the right to obtain preferential treatment to any shareholder that creates an overall material disadvantage to other shareholders.

10.12. **Complaints**

In the event of an investor having a complaint, they should write to the ACD marked for the attention of the Complaints Team at PO Box 12233, Chelmsford, CM99 2EE setting out the grounds for the complaint. Alternatively, you can also make a complaint by:

Telephone: 0345 113 6966 (+44 1268 445488 from overseas)

Fax: 0330 123 3580

All complaints will be investigated and, unless the complaint is resolved to the satisfaction of the complainant within eight weeks after its receipt by the ACD, the complainant in most cases will have a right to refer the complaint to the Financial Ombudsman Service.

The ACD's complaint handling procedure will be available by writing to the above address.

The Financial Ombudsman Service will normally only consider a complaint after having given the ACD the opportunity to resolve the complaint to the satisfaction of the customer.

The address for the Financial Ombudsman Service is:-

Financial Ombudsman
Exchange Tower
London E14 9SR

Alternatively, you can contact the Financial Ombudsman Service by:

Telephone: 0800 023 4567 or from outside the UK +44 20 7964 0500
E-mail: complaint.info@financial–ombudsman.org.uk

10.13. **Financial Services Compensation Scheme**

The ACD is covered by the FSCS, which means if the ACD becomes insolvent, you may be entitled to compensation. The level of compensation will depend on the type of business and the circumstances of your claim. Further information about compensation arrangements is available from the ACD on request or from the FSCS at:

The Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Telephone: 0800 678 1100 or 020 7741 4100
Website: www.fscs.org.uk

10.14. **Indemnity**

The instrument of incorporation contains provisions indemnifying the directors, other officers and the auditor and the depositary against liability in certain circumstances otherwise than in respect of their negligence, default, breach of duty or breach of trust, and indemnifying the depositary against liability in certain circumstances otherwise than in respect of its failure to exercise due care and diligence in the discharge of its functions in respect of the company.

10.15. **Notices**

All notices or documents required to be served on shareholders shall be served by post to the address of the shareholder as evidenced on the register. All documents and remittances are sent at the risk of the shareholder.

10.16. **Genuine diversity of ownership**

Shares in the funds are and will continue to be widely available. Different share classes are issued to different types of investors.

Shares are and will continue to be marketed and made available sufficiently widely to reach the intended categories of investors for each share class, and in a manner appropriate to attract those categories of investors.

10.17. **Property insurance**

All immovables included in the property of a fund are insured under a block insurance policy. The detailed coverage under this policy may vary from time to time dependent on the availability of suitable cover in the markets. The current policy at launch provides cover on a full reinstatement value basis with appropriate loss of rent and service charge insurance cover also provided. Property Owners Liability risks are also protected under the policy. Environmental liability insurance is also in place in relation to immovables included in the property of the fund. Please however note in relation to insurance generally the terms of the risk warning set out in section 5.2.13.

10.18. **Provision of investment advice**

Potential investors should not treat the contents of this Prospectus as advice relating to legal, taxation, investment or any other matters and are recommended to consult their own professional advisers concerning the acquisition, holding or disposal of shares.

10.19. **Further information on risk**

Shareholders may obtain on request further information on the following (where applicable):

- the quantitative limits applying to the risk management of a fund, and any associated methods
- any recent developments of the risk and yields of the main categories of investment.

10.20. **Professional Liability Risks**

The ACD covers potential professional liability risks arising from its activities as the ACD through a combination of professional liability insurance covering liability risks arising from professional negligence and additional own funds which, together, are appropriate to cover any such potential liability.

APPENDIX I
FUND DETAILS

Name:	**ABRDN UK REAL ESTATE FUND**
Type of fund:	NURS
FCA Product Reference Number	672755
Launch date:	3 May 2014
First Dealing Day:	6 May 2014
Investment objective:	To generate income and some growth over the long term (5 years or more) by investing in UK commercial property. It is intended that the fund will be a PAIF at all times and, as such, its investment objective is to carry on property investment business and to manage cash raised for investment in the property investment business. Performance Target: To exceed the return of the IA UK Direct Property Sector Average return (after charges) over rolling three year periods. The Performance Target is the level of performance that the management team hopes to achieve for the fund. There is however no certainty or promise that they will achieve the Performance Target. The ACD believes this is an appropriate target for the sub-fund based on the investment policy of the fund and the constituents of the sector.
Investment policy:	**Portfolio Securities:** • The fund will invest at least 70% in a diversified portfolio of UK freehold and leasehold commercial property selected from across the retail, office, industrial and other sectors. • The fund may also invest indirectly in commercial property through investment vehicles such as quoted and unquoted property companies or funds (including those managed by abrdn). • The fund may also invest in short term government bonds such as gilts, money-market instruments and cash. **Management Process:** • The management team use market research and their discretion (active management) to identify investments that are expected to benefit from changes in property prices and property improvements. They will maintain a diverse asset mix at sector level. In seeking to achieve the Performance Target, the MSCI UK Daily Traded APUTs and PAIFs in the UK Quarterly Universe Property Index is used as a reference point for portfolio construction and as a basis for setting risk constraints. Due to the fund's risk constraints, the intention is that the fund's performance profile will not deviate significantly from that of the MSCI UK Daily Traded APUTs and PAIFs in the UK Quarterly Universe Property Index over the longer term. Please note: Selling property can be a lengthy process so investors in the fund should be aware that, in certain circumstances, they may not be able to sell their investment when they want to.

Derivatives and Techniques: Specific risks: Target Market:	• The fund may use derivatives to reduce risk, reduce cost and/or generate additional income or growth consistent with the risk profile of the fund (often referred to as "efficient portfolio management"). • Where derivatives are used, this would typically be to maintain allocations following a significant inflow into the fund. For more detail see section titled 'Risks'. **All general investment risks apply however for this fund investors should specifically be aware of the following:** i. Property liquidity risk ii. Property transaction charges iii. Property valuation risk iv. Derivative risk v. Single swinging pricing - impact on fund value and performance • Investors with basic investment knowledge. • Investors who can accept large short term losses. • Investors wanting an income and some growth over the longer term (5 years or more). • The fund has specific and generic risks all detailed on the Key Investor Information document (NURS-KII). • For general sale to retail and professional investors through all distribution channels with or without professional advice.
Annual accounting date:	31 December
Interim accounting date:	The last day of each month
Annual income allocation date:	15 February
Interim income allocation dates:	The last day of the month following the month in which the relevant interim accounting period ends
XD date:	The first day of each month
Valuation Point:	12 noon on any dealing day
Dealing Days for Subscriptions:	Any dealing day
Cut-Off Point for Subscriptions:	In respect of any dealing day, 12.00 noon on that dealing day
Dealing Day for Redemptions:	Any dealing day
Cut-Off Point for Redemptions:	In respect of any dealing day, 12.00 noon on that dealing day

Classes of Shares:	**Retail**	**Institutional**	**Feeder**	**Platform 1**	**ZA Class**	**ZB Class**	**ZC Class**	**J Class**	**Z Class**
Type of Shares Available:	Income Accumulation	Income Accumulation	Income Accumulation	Income Accumulation	Income Accumulation	Accumulation	Accumulation	Income Accumulation	Accumulation
Currency of denomination:	Pounds Sterling	Pounds Sterling	Pounds Sterling	Pounds Sterling	Pounds Sterling	Pounds Sterling	Pounds Sterling	Pounds Sterling	Pounds Sterling
Initial charge:	0%	0%	0%	0%	0%	0%	0%	0%	0%
Redemption charge:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Annual Management Charge*:	1.3%	0.75%	0%	0.75%	0%	0%	0%	0.67%	0%
Minimum initial investment:	£500*	£1,000,000**	£1,000,000	£1,000,000	£1,000,000	£1,000,000	£1,000,000	£150,000,000	£1,000,000
	(the ACD may, at its discretion waive the minimum initial investment amounts in respect of each class)								
Minimum subsequent investment:	£50	£50,000	N/A	£50,000	N/A	N/A	N/A	£150,000,000	£10,000
Minimum holding:	£500**	£50,000	£50,000	£50,000	£50,000	£50,000	£50,000	£150,000,000	£50,000
Minimum redemption:	£2,500**	£5,000**	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000
Regular Savings Plan:	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Charges taken from income:	No	No	No	No	No	No	No	No	No

* The Annual Management Charge is currently taken from the capital of the fund, this may result in capital erosion or constrain capital growth.

** These investment minima are waived for shareholders in the fund as at 18 March 2016.

Past performance:	Past performance information is set out in Appendix V

Whether Shares will be issued in any other currency: No

Investment and Borrowing Powers	A detailed statement of the investment and borrowing restrictions and the extent to which this fund may employ various techniques is set out in Appendix II.

APPENDIX II
INVESTMENT AND BORROWING POWERS OF THE COMPANY

1. General

The scheme property of each fund will be invested with the aim of achieving the investment objective of that fund, but subject to the limits set out in its investment policy set out in Appendix I, this Prospectus and Chapter 5 of COLL ("COLL") as it is applies to non-UCITS retail schemes, and (in relation to the PAIF fund) the relevant provisions of the tax regulations.

1.1. General – the PAIF Fund

1.1.1. It is intended that the PAIF fund will be a PAIF at all times. HM Revenue & Customs has provided confirmation to the ACD that the PAIF fund meets the requirements to qualify as a PAIF under Regulation 69O of the tax regulations.

1.1.2. Consequently, the net income of the PAIF fund deriving from property investment business will be at least 60% of the PAIF fund's net income in each of the company's accounting periods, and the value of the assets involved in property investment business will be at least 60% of the value of the total value of the assets held by the PAIF fund at the end of each of the company's accounting periods. For the purpose of this paragraph, net income means the amount falling to be dealt with under the heading "net revenue/expenses before taxation" in the PAIF fund's statement of total return for the period.

1.1.3. From time to time and in particular during periods of uncertain or volatile markets, the investment adviser may choose to hold a substantial proportion of the scheme property of the PAIF fund in money-market instruments and/or cash deposits, provided the PAIF fund satisfies all those provisions in the tax regulations required for it to maintain its PAIF tax status.

1.2. Prudent spread of risk

The ACD must ensure that, taking account of the investment objective and policy of each fund, the scheme property of each fund aims to provide a prudent spread of risk.

1.3. Cover

1.3.1. Where COLL allows a transaction to be entered into or an investment to be retained only (for example, investment in warrants and nil and partly paid securities and the general power to accept or underwrite) if possible obligations arising out of the investment transactions or out of the retention would not cause any breach of any limits in COLL 5, it must be assumed that the maximum possible liability of the fund under any other of those rules has also to be provided for.

1.3.2. Where a rule in COLL permits an investment transaction to be entered into or an investment to be retained only if that investment transaction, or the retention, or other similar transactions, are covered:

1.3.2.1. it must be assumed that in applying any of those rules, the fund must also simultaneously satisfy any other obligation relating to cover; and

1.3.2.2. no element of cover must be used more than once.

2. PAIF Fund only: Investment in immovable property

2.1. "Property Investment Business" is defined in the tax regulations at the time of this Prospectus as property rental business (meaning property rental business within the meaning given by section 104

Finance Act 2006, and the property rental business of any intermediate holding vehicle), owning shares in UK real estate investment trusts (REITs), and shares or units in non-UK REITs.

2.2. The PAIF fund may invest up to 100% in value of its scheme property in eligible immovables, both directly and indirectly, through transferable securities, collective investment schemes (including ETFs) and securities issued by intermediate property holding companies. All investments will be made in the manner described in the investment policy of the PAIF fund as set out in Appendix I.

2.3. Not more than 15% in value of the PAIF fund is to consist of any one immovable. Immovables adjacent to or in the vicinity of another immovable included in the scheme property of that fund, or another legal interest in an immovable which is already in the scheme property of the PAIF fund, shall be deemed to be one immovable provided, in the opinion of an appropriate valuer, the total value of both immovables would at least equal the sum of the price payable for the immovable and the existing value of the other immovable. The figure of 15% may be increased to 25% once the immovable has been included in the scheme property of the PAIF fund.

2.4. Income received from any one group in an accounting period must not be attributable to immovables comprising (a) more than 25%; or (b) in the case of a government or public body, more than 35%, of the value of the scheme property of the PAIF fund.

2.5. Not more than 20% in value of the scheme property of the PAIF fund is to consist of mortgaged immovables and any mortgage must not secure more than 100% of the valuation received from an appropriate valuer.

2.6. The aggregate of any mortgages under paragraph 2.5, any borrowings under paragraph 25 and any transferable securities which are not approved securities must not at any time exceed 20% of the value of scheme property of the PAIF fund.

2.7. The PAIF fund may invest up to 50% of its scheme property in immovables which are unoccupied and non-income producing or in the course of substantial development, redevelopment or refurbishment.

2.8. The company may grant an option to a third party to buy an immovable in the scheme property of the PAIF fund provided the value of the relevant immovable does not exceed 20% of the value of the scheme property of the PAIF fund together with, where appropriate, the value of investments in (a) unregulated collective investment schemes; and (b) any transferable securities which are not approved securities.

2.9. Any furniture, fittings or other contents of any building may be regarded as part of the relevant immovable.

2.10. The ACD may undertake, where appropriate, property development and funding of such development to the extent permitted by COLL.

2.11. **PAIF Fund only: Eligible Immovables**

2.11.1. Subject to FCA approval and COLL 4.3, the company on behalf of the PAIF fund may acquire land or a building which is situated in the UK.

2.11.2. The ACD must take reasonable care to determine that the title to the underlying immovable is a good marketable title.

2.11.3. The ACD must have received a report from an appropriate valuer which contains a valuation of the underlying immovable (with and without any relevant subsisting mortgage) and which states that in the appropriate valuer's opinion the immovable would, if acquired by the company on behalf of the PAIF fund or the intermediate investment vehicle, be capable of being disposed of in a reasonable timeframe at that valuer's valuation; or

2.11.4. the ACD must have received a report from an appropriate valuer stating that the immovable is adjacent to, or in the vicinity of another immovable included in the PAIF fund or is another legal interest in an immovable which is already included in the property of the PAIF fund, and that in the opinion of the appropriate valuer, the total value of both immovables would at least equal the sum of the price payable for the immovable and the existing value of the other immovable.

2.11.5. An immovable must be bought or be agreed by enforceable contract to be bought within six months after receipt of the report of the appropriate valuer. An immovable must not be bought, if it is apparent to the ACD that the report of the appropriate valuer could no longer reasonably be relied on. An immovable must not be bought at more than 105% of the valuation for the relevant immovable in the report of the appropriate valuer.

2.11.6. In circumstances where in a particular jurisdiction it is practical to sell the underlying immovable together with the holding vehicle, the valuations referred to above may be of the holding vehicle and the property as its asset.

2.11.7. An appropriate valuer must be a person who has knowledge of and experience in the valuation of immovables of the relevant kind in the relevant area. In addition, an appropriate valuer must be qualified to be a standing independent valuer of a non-UCITS retail scheme or be considered by the standing independent valuer to hold an equivalent qualification. An appropriate valuer must also be independent of the ACD and the depositary and must not have engaged himself or any of his Associates in relation to the finding of the immovable for the company. Additional information on the standing independent valuer is provided in paragraph 5.8 of this Prospectus.

3. **Non-UCITS retail schemes - general**

3.1. Subject to the investment objective and policy of a fund, the scheme property of a fund must, except where otherwise provided in COLL 5 only consist of any or all of:

3.1.1. transferable securities;

3.1.2. money-market instruments;

3.1.3. units or shares in permitted collective investment schemes;

3.1.4. permitted derivatives and forward transactions;

3.1.5. permitted deposits;

3.1.6. gold (up to a limit of 10% of the value of a fund); and

3.1.7. permitted immovables.

3.2. Transferable securities and money-market instruments held within a fund must be:

3.2.1. admitted to or dealt on an eligible market as described in paragraph 7.3 below;

3.2.2. be approved money-market instruments not admitted or dealt in on an eligible market below which satisfy the requirement of paragraphs 12 (Investment in money-market instruments) and 14 (Appropriate information for money-market instruments) in this Appendix;

3.2.3. recently issued transferable securities provided that:

3.2.3.1. the terms of issue include an undertaking that application will be made to be admitted on an eligible market; and

3.2.3.2. such admission is secured within a year of issue.

3.3. Transferable securities held within the company must also satisfy the criteria in COLL 5.2.7 AR, COLL 5.2.7 CR and COLL 5.2.7 ER for the purpose of investment by a UCITS scheme.

3.4. Not more than 20% in value of the scheme property of a fund is to consist of transferable securities, which are not approved securities (aggregated with the value of the scheme property of a fund which can be invested in unregulated collective investment schemes as set out in paragraph 10) or money-market instruments which are liquid and have a value which can be determined accurately at any time.

3.5. The requirements on spread of investments generally and in relation to investment in transferable securities or approved money market instruments to which COLL 5.2.12R (Spread : government and public securities) applies, do not apply until 12 months after the later of:

3.5.1. the date when the authorisation order in respect of a fund takes effect; and;

3.5.2. the date the initial offer commenced,

provided that the requirement to maintain prudent spread of risk in paragraph 1.2 of this Appendix is complied with.

4. **Transferable Securities**

4.1. A transferable security is an investment falling within article 76 (shares etc), article 77 (instruments creating or acknowledging indebtedness), article 77A (alternative debentures), article 78 (government and public securities), article 79 (instruments giving entitlement to investments) and article 80 (certificates representing certain securities) of the Regulated Activities Order.

4.2. An investment is not a transferable security if the title to it cannot be transferred, or can be transferred only with the consent of a third party.

4.3. In applying paragraph 4.2 of this Appendix to an investment which is issued by a body corporate, and which is an investment falling within articles 76 (shares, etc) or 77 (instruments creating or acknowledging indebtedness) of the Regulated Activities Order, the need for any consent on the part of the body corporate or any members or debenture holders of it may be ignored.

4.4. An investment is not a transferable security unless the liability of the holder of it to contribute to the debts of the issuer is limited to any amount for the time being unpaid by the holder of it in respect of the investment.

4.5. A fund may invest in a transferable security only to the extent that the transferable security fulfils the following criteria:

4.5.1. the potential loss which the fund may incur with respect to holding the transferable security is limited to the amount paid for it;

4.5.2. its liquidity does not compromise the ability of the ACD to comply with its obligation to redeem shares at the request of any qualifying shareholder under the FCA Rules;

4.5.3. a reliable valuation is available for it as follows:

4.5.3.1. in the case of a transferable security admitted to or dealt on an eligible market, where there are accurate, reliable and regular prices which are either market prices or prices made available by valuation systems independent from issuers;

4.5.3.2. in the case of a transferable security not admitted to or dealt on an eligible market, where there is a valuation on a periodic basis which is derived from

information from the issuer of the transferable security or from competent investment research;

4.5.4. appropriate information is available for it as follows:

4.5.4.1. in the case of a transferable security admitted to or dealt on an eligible market, where there is regular, accurate and comprehensive information available to the market on the transferable security or, where relevant, on the portfolio of the transferable security;

4.5.4.2. in the case of a transferable security not admitted to or dealt on an eligible market, where there is regular and accurate information available to the ACD on the transferable security or, where relevant, on the portfolio of the transferable security;

4.5.5. it is negotiable; and

4.5.6. its risks are adequately captured by the risk management process of the ACD.

4.6. Unless there is information available to the ACD that would lead to a different determination, a transferable security which is admitted to or dealt on an eligible market shall be presumed:

4.6.1. not to compromise the ability of the ACD to comply with its obligation to redeem shares at the request of any qualifying shareholder; and

4.6.2. to be negotiable.

4.7. Not more than 5% of the scheme property of the PAIF fund may be invested in warrants.

5. **Closed-end funds constituting transferable securities**

5.1. A unit or a share in a closed-end fund shall be taken to be a transferable security for the purposes of investment by the company, provided it fulfils the criteria for transferable securities set out in paragraph 4.5 and 4.6 and either:

5.1.1. where the closed-end fund is constituted as an investment company or a unit trust:

5.1.1.1. it is subject to corporate governance mechanisms applied to companies; and

5.1.1.2. where another person carries out asset management activity on its behalf, that person is subject to national regulation for the purpose of investor protection; or

5.1.2. where the closed-end fund is constituted under the law of contract:

5.1.2.1. it is subject to corporate governance mechanisms equivalent to those applied to companies; and

5.1.2.2. it is managed by a person who is subject to national regulation for the purpose of investor protection.

6. **Transferable securities linked to other assets**

6.1. A fund may invest in any other investment which shall be taken to be a transferable security for the purposes of investment by the company provided the investment:

6.1.1. fulfils the criteria for transferable securities set out in paragraph 4.5 and 4.6 above; and

6.1.2. is backed by or linked to the performance of other assets, which may differ from those in which that fund can invest.

6.2. Where an investment in 6.1 contains an embedded derivative component, the requirements of this section with respect to derivatives and forwards will apply to that component.

7. **Eligible markets regime: purpose**

7.1. To protect investors the markets on which investments of a fund are dealt in or traded on should be of an adequate quality ("eligible") at the time of acquisition of the investment and until it is sold.

7.2. Where a market ceases to be eligible, investments on that market cease to be approved securities. The 20% restriction on investing in non approved securities applies and exceeding this limit because a market ceases to be eligible will generally be regarded as an inadvertent breach.

7.3. A market is eligible for the purposes of the rules if it is:

7.3.1. a regulated market as defined in the FCA Rules; or

7.3.2. a market in the UK or an EEA state which is regulated, operates regularly and is open to the public.

7.4. A market not falling within paragraph 7.3 of this Appendix is eligible for the purposes of COLL 5 if:

7.4.1. the ACD, after consultation and notification with the depositary, decides that market is appropriate for investment of, or dealing in, the scheme property of a fund;

7.4.2. the market is included in a list in the Prospectus; and

7.4.3. the depositary has taken reasonable care to determine that:

7.4.3.1. adequate custody arrangements can be provided for the investment dealt in on that market; and

7.4.3.2. all reasonable steps have been taken by the ACD in deciding whether that market is eligible.

7.5. In paragraph 7.4.1, a market must not be considered appropriate unless it is regulated, operates regularly, is recognised, is open to the public, is adequately liquid and has adequate arrangements for unimpeded transmission of income and capital to or for the order of investors.

8. **Spread: general**

8.1. This rule on spread does not apply in respect of transferable securities or approved money market instruments issued by the UK or an EEA state, a local authority of the UK or an EEA state, a non-EEA state or a public international body to which the UK or one or more EEA states belong.

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

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

8.4. The limit of 10% in paragraph 8.3 above is raised to 25% in value of the scheme property of a fund in respect of covered bonds (the company does not currently invest in covered bonds).

8.5. In applying paragraph 8.3, certificates representing certain securities are to be treated as equivalent to the underlying security.

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

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

8.8. For the purpose of calculating the limit in paragraph 8.7, the exposure in respect of an OTC derivative may be reduced to the extent that collateral is held in respect of it if the collateral meets each of the following conditions:

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

8.8.2. it is exposed only to negligible risks (e.g. government bonds of first credit rating or cash) and is liquid;

8.8.3. it is held by a third party custodian not related to the provider or is legally secured from the consequences of a failure of a related party; and

8.8.4. can be fully enforced by the company on behalf of a fund at any time.

8.9. For the purposes of calculating the limit in paragraph 8.7, OTC derivative positions with the same counterparty may be netted provided that the netting procedures:

8.9.1. comply with the conditions set out in the UK CRR; and

8.9.2. are based on legally binding agreements.

8.10. In applying this paragraph (Spread: general), all derivatives transactions are deemed to be free of counterparty risk if they are performed on an exchange where the clearing house meets each of the following conditions:

8.10.1. it is backed by an appropriate performance guarantee; and

8.10.2. it is characterised by a daily mark-to-market valuation of the derivative positions and at least daily margining.

9. **Spread: government and public securities**

9.1. The following section applies in respect of transferable securities or approved money market instruments issued by the UK or an EEA state, a local authority of the UK or an EEA state, a non-EEA state or a public international body to which the UK or one or more EEA states belong ("such securities").

9.2. Where no more than 35% in value of the scheme property of a fund is invested in such securities issued by any one body, there is no limit on the amount which may be invested in such securities or in any one issue.

9.3. Subject to paragraph 9.4, the company may invest more than 35% in value of the scheme property of a fund in such securities issued by any one body provided that:

9.3.1. the ACD has before any such investment is made consulted with the depositary and as a result considers that the issuer of such securities is one which is appropriate in accordance with the investment objective of the relevant fund;

9.3.2. no more than 30% in value of the scheme property of a fund consists of such securities of any one issue;

9.3.3. the scheme property of a fund includes such securities issued by that or another issuer, of at least six different issues; and

9.3.4. the disclosures in the Prospectus required by the FCA have been made.

9.4. The PAIF fund may not invest more than 35% in such securities.

10. **Investment in collective investment schemes**

10.1. Up to 10% of the value of the scheme property of a fund may be invested in units or shares in other collective investment schemes (each a "Second Scheme") provided that Second Scheme satisfies all of the conditions set out below. In relation to the PAIF fund, such investment is limited to the extent required to comply with the PAIF Regulations.

10.1.1. The Second Scheme must:

10.1.1.1. be a UK UCITS or satisfy the conditions necessary for it to enjoy the rights conferred by the UCITS Directive as implemented in the EEA; or

10.1.1.2. be authorised as a non-UCITS retail scheme; or

10.1.1.3. be a recognised scheme (as defined in the FCA Rules); or

10.1.1.4. be constituted outside the UK and have investment and borrowing powers which are the same or more restrictive than those of a non-UCITS retail scheme; or

10.1.1.5. be a scheme not falling within paragraphs 10.1.1.1 to 10.1.1.4 and in respect of which no more than 10% (including any transferable securities which are not approved securities) in value of the scheme property of a fund is invested.

10.1.2. The Second Scheme is a scheme which operates on the principle of the prudent spread of risk.

10.1.3. The Second Scheme is prohibited from having more than 15% in value of its scheme property consisting of units or shares in collective investment schemes.

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

10.1.5. Where the Second Scheme is an umbrella, the provisions in paragraphs 10.1 to 10.2 apply to each fund as if it were a separate scheme.

10.2. Subject to the limit set out in 10.1 above, the scheme property attributable to a fund may include shares in another fund of the company (the "Second fund") subject to the requirements of paragraph 10.3 below.

10.3. A fund may invest in or dispose of shares of a Second fund provided that:

10.3.1. the Second fund does not hold shares in any other fund of the company; and

10.3.2. the requirements set out at paragraphs 10.4 and 10.5 below are complied with.

10.4. Investment may only be made in a Second fund or other collective investment schemes managed by the ACD or an associate of the ACD if the Prospectus of the company clearly states that the funds may enter into such investments provided 10.5 is complied with.

10.5. Where a fund of the company invests in or disposes of shares in a Second fund or units or shares in another collective investment scheme which is managed or operated by the ACD or an associate

of the ACD, the ACD must pay to that fund by the close of business on the fourth business day the amount of any initial charge in respect of a purchase, and in the case of a sale, any charge made for the disposal.

10.6. The company may, subject to the limit set out in 10.1 above, invest in collective investment schemes managed or operated by, or whose authorised corporate director is, the ACD of the company or one of its associates.

11. **Investment in nil and partly paid securities**

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

12. **Investment in money-market instruments**

12.1. Except in relation to the PAIF fund which is limited to the extent required to comply with the PAIF Regulations, a fund may invest up to 100% in money-market instruments which are within the provisions of 3.2 above or 12.2 below and, subject to the limit of 20% referred to in 8.2 above, which are normally dealt in or on the money-market, are liquid and the value of which can be accurately determined at any time.

12.2. In addition to instruments admitted to or dealt in on an eligible market, a fund may invest in an approved money-market instrument provided it fulfils the following requirements:

12.2.1. the issue or the issuer is regulated for the purpose of protecting investors and savings; and

12.2.2. the instrument is issued or guaranteed in accordance with COLL 5.2.10BR.

12.3. The issue or the issuer of a money-market instrument, other than one dealt in on an eligible market, shall be regarded as regulated for the purpose of protecting investors and savings if:

12.3.1. the instrument is an approved money-market instrument;

12.3.2. appropriate information is available for the instrument (including information which allows an appropriate assessment of the credit risks related to investment in it), in accordance with COLL 5.2.10CR; and

12.3.3. the instrument is freely transferable.

13. **Issuers and guarantors of money-market instruments**

13.1. A fund may invest in an approved money-market instrument if it is:

13.1.1. issued or guaranteed by any one of the following:

13.1.1.1. a central authority of the UK or an EEA state or, if the EEA state is a federal state, one of the members making up the federation;

13.1.1.2. a regional or local authority of the UK or an EEA state;

13.1.1.3. the Bank of England, the European Central Bank or a central bank of an EEA state;

13.1.1.4. the European Union or the European Investment Bank;

13.1.1.5. a non-EEA state or, in the case of a federal state, one of the members making up the federation;

13.1.1.6. a public international body to which the UK or one or more EEA states belong; or

13.1.2. issued by a body, any securities of which are dealt in on an eligible market; or

13.1.3. issued or guaranteed by an establishment which is:

13.1.3.1. subject to prudential supervision in accordance with criteria defined by UK or EU law; or

13.1.3.2. subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by UK or EU law.

13.2. An establishment shall be considered to satisfy the requirement in 13.1.3.2 if it is subject to and complies with prudential rules, and fulfils one or more of the following criteria:

13.2.1. it is located in the EEA;

13.2.2. it is located in an OECD country belonging to the Group of Ten;

13.2.3. it has at least investment grade rating;

13.2.4. on the basis of an in-depth analysis of the issuer, it can be demonstrated that the prudential rules applicable to that issuer are at least as stringent as those laid down by UK or EU law.

14. **Appropriate information for money-market instruments**

14.1. In the case of an approved money-market instrument within 13.1.2 or issued by a body of the type referred to in COLL 5.2.10EG, or which is issued by an authority within 13.1.1.2 or a public international body within 13.1.1.6 but is not guaranteed by a central authority within 13.1.1.1 the following information must be available:

14.1.1. information on both the issue or the issuance programme, and the legal and financial situation of the issuer prior to the issue of the instrument, verified by appropriately qualified third parties not subject to instructions from the issuer;

14.1.2. updates of that information on a regular basis and whenever a significant event occurs; and

14.1.3. available and reliable statistics on the issue or the issuance programme.

14.2. In the case of an approved money-market instrument issued or guaranteed by an establishment within 13.1.3 the following information must be available:

14.2.1. information on the issue or the issuance programme or on the legal and financial situation of the issuer prior to the issue of the instrument;

14.2.2. updates of that information on a regular basis and whenever a significant event occurs; and

14.2.3. available and reliable statistics on the issue or the issuance programme, or other data enabling an appropriate assessment of the credit risks related to investment in those instruments.

14.3. In the case of an approved money-market instrument:

14.3.1. within 13.1.1.1, 13.1.1.4 or 13.1.1.5; or

14.3.2. which is issued by an authority within 13.1.1.2 or a public international body within 13.1.1.6 and is guaranteed by a central authority within 13.1.1.1;

information must be available on the issue or the issuance programme, or on the legal and financial situation of the issuer prior to the issue of the instrument.

15. **Derivatives: General**

In respect of the PAIF fund, the investment adviser may employ derivatives in accordance with efficient portfolio management. It is not intended that the use of derivatives in this way will cause the risk profile of the PAIF fund to change. The investment objective and policy of each fund (as set out in Appendix I) explains how derivatives will be used for each fund.

15.1. A transaction in derivatives or a forward transaction must not be effected for a fund unless the transaction is of a kind specified in paragraph 17 (Permitted transactions (derivatives and forwards)) below, and the transaction is covered, as required by paragraph 24 (Cover for transactions in derivatives and forward transactions).

15.2. Where the company invests in derivatives, the exposure to the underlying assets must not exceed the limits set out in COLL in relation to spread (COLL 5.2.11R Spread: general, COLL 5.2.12R Spread: government and public securities) except for index based derivatives where the rules below apply.

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

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

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

15.4.2. its economic characteristics and risks are not closely related to the economic characteristics and risks of the host contract; and

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

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

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

16. **Efficient Portfolio Management**

16.1. Subject to paragraph 15, a fund may utilise its scheme property to enter into transactions for the purposes of efficient portfolio management ("EPM"). Permitted EPM transactions (excluding stock lending arrangements) are transactions in derivatives e.g. to hedge against price or currency fluctuations, dealt with or traded on an eligible derivatives market; off-exchange options or contracts for differences resembling options; or synthetic futures in certain circumstances.

16.2. The ACD must take reasonable care to ensure that the transaction is economically appropriate to the reduction of the relevant risks (whether in the price of investments, interest rates or exchange rates) or to the reduction of the relevant costs and/or to the generation of additional capital or income with a risk level which is consistent with the risk profile of the fund and the risk diversification rules laid down in COLL. The exposure must be fully "covered" by cash and/or other property sufficient to meet any obligation to pay or deliver that could arise.

16.3. Transactions may take the form of "derivatives transactions" (that is, transactions in options, futures or contracts for differences) or forward currency transactions. A derivatives transaction must either be in a derivative which is traded or dealt in on an eligible derivatives market (and effected in accordance with the rules of that market), or be an off-exchange derivative which complies with the relevant conditions set out in COLL, or be a "synthetic future" (i.e. a composite derivative created out of two separate options). Forward currency transactions must be entered into with counterparties who satisfy COLL. A permitted transaction may at any time be closed out.

17. **Permitted transactions (derivatives and forwards)**

17.1. A transaction in a derivative must be:

17.1.1. in an approved derivative; or

17.1.2. be one which complies with paragraph 21 (OTC transactions in derivatives).

17.2. A transaction in a derivative must have the underlying consisting of any one or more of the following to which the fund is dedicated: transferable securities, money-market instruments, deposits, permitted derivatives under this paragraph, collective investment scheme units permitted under paragraph 10 (Investment in collective investment schemes), permitted immovables, gold, financial indices which satisfy the criteria set out in COLL 5.2.20R, interest rates, foreign exchange rates, and currencies.

17.3. The exposure to the underlyings in paragraph 17.2 above must not exceed the limits in paragraphs 8 and 9 above.

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

17.5. A transaction in a derivative must not cause the fund to diverge from its investment objectives as stated in the instrument of incorporation and the most recently published version of this Prospectus.

17.6. A transaction in a derivative must not be entered into if the intended effect is to create the potential for an uncovered sale of transferable securities, money-market instruments, units in collective investment schemes, or derivatives, provided that a sale is not to be considered as uncovered if the conditions in paragraph 20 are satisfied.

17.7. Any forward transaction must be with an eligible institution or an approved bank (as defined in the FCA Rules).

18. **Financial indices underlying derivatives**

18.1. The financial indices referred to in paragraph 17.2 are those which satisfy the following criteria:

18.1.1. the index is sufficiently diversified;

18.1.2. the index represents an adequate benchmark for the market to which it refers; and

18.1.3. the index is published in an appropriate manner.

18.2. A financial index is sufficiently diversified if:

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

18.2.2. where it is composed of assets in which the fund is permitted to invest, its composition is at least diversified in accordance with the requirements with respect to spread and concentration set out in this Appendix; and

18.2.3. where it is composed of assets in which the fund cannot invest, it is diversified in a way which is equivalent to the diversification achieved by the requirements with respect to spread and concentration set out in this Appendix.

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

18.3.1. it measures the performance of a representative group of underlyings in a relevant and appropriate way;

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

18.3.3. the underlyings are sufficiently liquid, allowing users to replicate it if necessary.

18.4. A financial index is published in an appropriate manner if:

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

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

18.5. Where the composition of underlyings of a transaction in a derivative does not satisfy the requirements for a financial index, the underlyings for that transaction shall where they satisfy the requirements with respect to other underlyings pursuant to paragraph 17.2 be regarded as a combination of those underlyings.

19. **Transactions for the purchase of property**

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

20. **Requirement to cover sales**

20.1. No agreement by or on behalf of the fund to dispose of property or rights may be made unless the obligation to make the disposal and any other similar obligation could immediately be honoured by the fund by delivery of property or the assignment (or, in Scotland, assignation) of rights, and the property and rights above are owned by the company at the time of the agreement. This requirement does not apply to a deposit.

21. **OTC transactions in derivatives**

21.1. Any transaction in an OTC derivative under paragraph 17.1.2 must be:

21.1.1. in a future or an option or a contract for differences;

21.1.2. with an approved counterparty; a counterparty to a transaction in derivatives is approved only if the counterparty is an eligible institution or an approved bank; or a person whose

permission (including any requirements or limitations), as published in the Financial Services register, permits it to enter into the transaction as principal off-exchange; a CCP (as defined in the FCA Rules) that is authorised in that capacity for the purposes of EMIR (as defined in the FCA Rules); a CCP that is recognised in that capacity in accordance with the process set out in article 25 of EMIR; to the extent not already covered, a CCP supervised in a jurisdiction that: (i) has implemented the relevant G20 reforms on over-the-counter derivatives to at least the same extent as the UK; and (ii) is identified as having done so by the Financial Stability Board in its summary report on progress in implementation of G20 financial regulatory reforms dated 25 June 2019;

21.1.3. on approved terms; the terms of the transaction in derivatives are approved only if the ACD: carries out, at least daily, a reliable and verifiable valuation in respect of that transaction corresponding to its fair value and which does not rely only on market quotations by the counterparty, and can enter into one or more further transactions to sell, liquidate or close out that transaction at any time, at its fair value; and

21.1.4. capable of reliable valuation; a transaction in derivatives is capable of reliable valuation only if the ACD having taken reasonable care determines that, throughout the life of the derivative (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy:

21.1.4.1. on the basis of an up-to-date market value which the ACD and the depositary have agreed is reliable; or

21.1.4.2. if the value referred to in paragraph 21.1.4.1 is not available, on the basis of a pricing model which the ACD and the depositary have agreed uses an adequate recognised methodology; and

21.1.5. subject to verifiable valuation: a transaction in derivatives is subject to verifiable valuation only if, throughout the life of the derivative (if the transaction is entered into), verification of the valuation is carried out by:

21.1.5.1. an appropriate third party which is independent from the counterparty of the derivative at an adequate frequency and in such a way that the ACD is able to check it; or

21.1.5.2. a department within the ACD which is independent from the department in charge of managing the scheme property and which is adequately equipped for such a purpose.

21.2. For the purposes of paragraph 21.1.3 “fair value” is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm’s length transaction.

22. Risk management

The ACD uses a risk management process, enabling it to monitor and measure as frequently as appropriate the risk of the fund’s positions and their contribution to the overall risk profile of the fund.

23. Investments in deposits

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

24. Cover for transactions in derivatives and forward transactions

The ACD must ensure that the global exposure of the company relating to derivatives and forward transactions held in the company does not exceed the net value of the scheme property.

25. **Borrowing**

25.1. Cash obtained from borrowing, and borrowing which the ACD reasonably regards an eligible institution or an approved bank to be committed to provide, is available for cover under paragraph 24 of this Appendix as long as the normal limits on borrowing (see below) are observed.

25.2. Where, for the purposes of this paragraph a fund borrows an amount of currency from an eligible institution or an approved bank; and keeps an amount in another currency, at least equal to such borrowing for the time on deposit with the lender (or his agent or nominee), then this applies as if the borrowed currency, and not the deposited currency, were part of the scheme property of the fund, and the normal limits on borrowing under paragraph 28 (General power to borrow) of this Appendix do not apply to that borrowing.

26. **Cash and near cash**

26.1. Cash and near cash must not be retained in the scheme property of a fund except to the extent that, where this may reasonably be regarded as necessary in order to enable:

26.1.1. the pursuit of the fund's investment objective; or

26.1.2. the redemption of shares; or

26.1.3. efficient management of the fund in accordance with its investment objective; or

26.1.4. other purposes which may reasonably be regarded as ancillary to the investment objective of the fund.

26.2. During the period of the initial offer the scheme property may consist of cash and near cash without limitation.

26.3. For the PAIF fund, this provision is subject to the PAIF requirements.

27. **General**

27.1. It is envisaged that each fund will normally be fully invested but there may be times that it is appropriate not to be fully invested when the ACD reasonably regards this as necessary in order to enable the redemption of shares, efficient management of the fund or any one purpose which may reasonably be regarded as ancillary to the investment objective of the fund.

27.2. Where a fund invests in or disposes of units or shares in another collective investment scheme which is managed or operated by the ACD or an associate of the ACD, the ACD must pay to the company by the close of business on the fourth business day the amount of any initial charge in respect of a purchase, and in the case of a sale, any charge made for the disposal.

27.3. A potential breach of any of these limits does not prevent the exercise of rights conferred by investments held by a fund but, in the event of a consequent breach, the ACD must then take such steps as are necessary to restore compliance with the investment limits as soon as practicable having regard to the interests of shareholders.

28. **General power to borrow**

28.1. The ACD may, on the instructions of a fund and subject to the regulations, borrow money from an eligible institution or an approved bank for the use of the fund on terms that the borrowing is to be repayable out of the scheme property of the fund.

28.2. The ACD must ensure that borrowing does not, on any business day, exceed 10% of the value of the fund.

28.3. These borrowing restrictions do not apply to “back to back” borrowing for currency hedging purposes (i.e. borrowing permitted in order to reduce or eliminate risk arising by reason of fluctuations in exchange rates).

29. **Leverage**

29.1. The term "leverage" is defined in the FCA Rules as any method by which the AIFM increases the exposure of an AIF it manages whether through borrowing of cash or securities, or leverage embedded in derivative positions or by any other means. The ACD has, in accordance with the FCA Rules, set the maximum level of leverage which the company will employ. This is intended to reduce the extent that leverage may magnify a loss in value of scheme property resulting from fluctuations in the value of assets in which it invests, exposure to other market participants or to systemic risks. The maximum level of leverage is expressed as a percentage of "exposure" compared to the net asset value of the company, with "exposure" being calculated in accordance with a "gross" and "commitment" method. The "gross" method, generally speaking, takes account of the absolute exposure of the company while the "commitment" method takes into account netting or hedging arrangements put in place.

Fund Name	**Maximum level of exposure to be employed by the ACD on behalf of a fund, expressed as a percentage and ratio and calculated in accordance with the "gross" method**	**Maximum level of exposure to be employed by the ACD on behalf of a fund, expressed as a percentage and ratio and calculated in accordance with the "commitment" method**
abrdn UK Real Estate Fund	160% (1.6:1)	160% (1.6:1)

Typical types and sources of leverage which the PAIF fund employs include: (i) borrowing cash; and (ii) derivatives for efficient portfolio management purposes (including hedging). For information on the associated risks with these types and sources of leverage please refer to the section under the heading "Risk Factors".

30. **Restrictions on lending of money**

30.1. None of the money in the scheme property of a fund may be lent and, for the purposes of this paragraph, money is lent by a fund if it is paid to a person (the “payee”) on the basis that it should be repaid, whether or not by the payee.

30.2. Acquiring a debenture is not lending for the purposes of paragraph 30.1, nor is the placing of money on deposit or in a current account.

31. **Restrictions on lending of property other than money**

31.1. Scheme property of a fund other than money must not be lent by way of deposit or otherwise.

31.2. Nothing in this paragraph prevents the depositary at the request of the ACD from lending, depositing, pledging or charging scheme property of a fund for margin requirements where transactions in derivatives or forward transactions are used for the account of the fund in accordance with COLL 5.

32. **Guarantees and indemnities**

32.1. Save for a modification by consent of COLL 5.6.22R(9) in respect of the PAIF fund, the depositary for the account of a fund must not provide any guarantee or indemnity in respect of the obligations of any person.

32.2. As regards the PAIF fund, the depositary for the account of the company, may provide a guarantee or indemnity in respect of any acquisition or holding of an immovable permitted under COLL 5.6.18R and 5.6.19R, provided that: this will not result in any undue risk to shareholders in the fund (and it has taken reasonable steps to mitigate such risk); and no recourse may be had to scheme property under COLL 5.5.9R(2) where the depositary (or a delegate) fails to perform an obligation by reason of its negligence, default, breach of duty or breach of trust.

32.3. None of the scheme property may be used to discharge any obligation arising under a guarantee or indemnity with respect to the obligation of any person.

32.4. Paragraphs 32.1 and 32.3 do not apply to any indemnity or guarantee given for margin requirements where derivatives or forward transactions are being used in accordance with COLL 5, and:

32.4.1. an indemnity falls within the provisions of regulation 62(3) (Exemptions from liability to be void) of the OEIC regulations;

32.4.2. an indemnity (other than any provision in it which is void under regulation 62 of the OEIC regulations) is given to the depositary against any liability incurred by it as a consequence of the safekeeping of any of the scheme property by it or by anyone retained by it to assist it to perform its function of the safekeeping of the scheme property; or

32.4.3. an indemnity is given to a person winding up a scheme if the indemnity is given for the purposes of arrangements by which the whole or part of the property of that scheme becomes the first property of a fund and the holders of units in that scheme become the first shareholders in the fund.

33. Stock lending

33.1. The entry into stock lending transactions and repo contracts for the account of a fund is permitted for the generation of additional income for the benefit of the fund, and hence for its investors.

33.2. The specific method of stock lending permitted in this section is in fact not a transaction which is a loan in the normal sense. Rather it is an arrangement of the kind described in section 263B of the Taxation of Chargeable Gains Act 1992, under which the lender transfers securities to the borrower otherwise than by way of sale and the borrower is to transfer those securities, or securities of the same type and amount, back to the lender at a later date. In accordance with good market practice, a separate transaction by way of transfer of assets is also involved for the purpose of providing collateral to the "lender" to cover him against the risk that the future transfer back of the securities may not be satisfactorily completed.

33.3. The stock lending permitted by this section may be exercised by the company on behalf of a fund when it reasonably appears to the company to be appropriate to do so with a view to generating additional income for that fund with an acceptable degree of risk.

33.4. The company or the depositary at the request of the company may enter into a stock lending arrangement of the kind described in section 263B of the Taxation of Chargeable Gains Act 1992 (without extension by section 263C), but only if all the terms of the agreement under which securities are to be reacquired by the depositary for the account of the company on behalf of a fund, are in a form which is acceptable to the depositary and are in accordance with good market practice, the counterparty is an authorised person or a person authorised by a home state regulator, and collateral is obtained to secure the obligation of the counterparty. Collateral must be acceptable to the depositary, adequate and sufficiently immediate.

33.5. The depositary must ensure that the value of the collateral at all times is at least equal to the value of the securities transferred by the depositary. This duty may be regarded as satisfied in respect of collateral the validity of which is about to expire or has expired where the depositary takes reasonable care to determine that sufficient collateral will again be transferred at the latest by the close of business on the day of expiry.

33.6. Any agreement for transfer at a future date of securities or of collateral (or of the equivalent of either) may be regarded, for the purposes of valuation under COLL, as an unconditional agreement for the sale or transfer of property, whether or not the property is part of the property of a fund.

33.7. There is no limit on the value of the scheme property of a fund which maybe the subject of stock lending transactions and repo contracts.

33.8. At the date of this Prospectus there is no intention to enter into stock lending transactions and repo contracts.

33.9. **The Company does not currently engage in stock lending.**

APPENDIX III
VALUATION

1. **VALUATIONS**

Valuations are normally made at 12 noon (the "Valuation Point") on each normal dealing day. The calculation of prices of shares commences at or about the valuation point on each dealing day. The ACD may carry out additional valuations in accordance with COLL if it considers it desirable to do so. Valuations will not be made during a period of suspension of dealings (see "Suspension of Dealings"). The ACD is required to notify the share price to the depositary on completion of each valuation.

The moveable property of the company is valued on the following basis:

1.1 Transferable securities are valued:

1.1.1 if a single price for buying and selling the security is quoted, at that price; or

1.1.2 if separate buying and selling prices are quoted, the average of the two prices; or

1.1.3 if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no price exists or if the most recent price available does not reflect the ACD's best estimate of the value of the security, at a value which, in the opinion of the ACD, is fair and reasonable.

1.2 Collective investment schemes are valued:

1.2.1 if a single price for buying and selling units or shares is quoted, at that price; or

1.2.2 if separate buying and selling prices are quoted, at the average of the two prices provided the buying price has been reduced by any initial charge included therein and the selling price has been increased by any exit or redemption charge attributable thereto; or

1.2.3 if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the ACD's best estimate of the value of the units or shares, at a value which, in the opinion of the ACD, is fair and reasonable.

1.3 Any other property will be valued at what the ACD considers a fair and reasonable midmarket price.

1.4 Cash and amounts held in current, deposit and margin accounts and other time-related deposits are valued at their nominal value.

1.5 If agreements for the unconditional sale or purchase of property in a fund are in existence but uncompleted, the ACD will assume:

1.5.1 completion; and

1.5.2 that all consequential action required by their terms has been taken.

1.6 Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and, in the opinion of the ACD, their omission shall not materially affect the final net asset amount.

1.7 Approved money-market instruments which have a residual maturity of less than three months and have no specific sensitivity to market parameters, including credit risk, shall be valued on an amortised cost basis.

1.8 Exchange-traded derivative contracts will be valued:

1.8.1 if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price; or

1.8.2 if separate buying and selling prices are quoted, at the average of the two prices.

1.9 Over-the-counter derivative contracts shall be valued on the basis of an up-to-date market valuation which the ACD and the depositary have agreed is reliable or if this is not available, on the basis of a pricing model which the ACD and the depositary have agreed.

1.10 In valuing assets, any fiscal or other charges paid or payable on the acquisition or disposal of the asset are excluded.

1.11 Deductions are made for anticipated tax liabilities, for an estimated amount of other liabilities payable out of the scheme property of the company and for outstanding borrowing together with accrued but unpaid interest.

1.12 Amounts are added in respect of estimated, recoverable tax and any other amounts due to be paid into the company, including interest accrued or deemed to accrue.

Currencies or values in currencies other than base currency of the company shall be converted at the relevant valuation point at a rate of exchange that is not likely to result in any material prejudice to the interests of holders or potential holders of shares

The immovable property of the company is valued by the standing independent valuer on the basis of a full valuation with physical inspection (including, where the property is a building, internal inspection) once a year. The standing independent valuer also values each immovable on the basis of a review of the last full valuation, at least once a month. The figure arrived at under that valuation is used as part of the valuation carried out on each dealing day for the relevant fund during the following month. As at the date of this Prospectus, any valuation of a UK immovable by the Standing Independent Valuer must be undertaken in accordance with UKVPS 3 and 2.3 of UKVPGA of the RICS Valuation – Global Standards 2017, UK national supplement 2018 (the RICS Red Book) or in the case of overseas immovables (if any) on an appropriate basis, but subject to COLL 6.3 of the FCA Rules (Valuation and Pricing). Where the ACD, the depositary or the Standing Independent Valuer have reasonable grounds to believe that the most recent valuation of an immovable does not reflect the current value of that immovable, the ACD should consult and agree with the Standing Independent Valuer a fair and reasonable value for the immovable. However, in the event an immovable has to be sold quickly to satisfy redemption requests as they fall due, the ACD will consult and agree with the Standing Independent Valuer a fair and reasonable price for the immovable to reflect such a rapid sale.

The appointment of the Standing Independent Valuer is not a delegation for the purposes of FUND by the manager of any responsibilities for valuing the scheme property and consequently the manager remains ultimately responsible for the valuation the immovable property.

1.13 For the above purposes, all instructions given to issue or cancel shares shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case.

1.14 In circumstances where the accuracy of the securities data supplied by the vendor employed by the ACD for such purposes is in question, or there is a failure on the part of the vendor's data delivery system, the ACD's data collection system, or the communication between the two, the ACD reserves the right to make use of validated market indices for pricing purposes. This method of pricing known as Indexation would be used in the pricing of the company until such time as the ACD is satisfied that the accuracy of the data received from the vendor is no longer in question, or until restoration of the relevant delivery or collection system, or the communication between the two.

APPENDIX IV
LIST OF OTHER AUTHORISED COLLECTIVE INVESTMENT SCHEMES OPERATED BY THE ACD

The ACD acts as authorised corporate director of the following open-ended investment companies:

(a) Aberdeen Property ICVC *
(b) abrdn OEIC I [4]
(c) abrdn OEIC II [5]
(d) abrdn OEIC III [6]
(e) abrdn OEIC IV [7]
(f) abrdn OEIC V [8]
(g) abrdn OEIC VI [9]
(h) abrdn OEIC VII [10] *
(i) Global Managers Investment Company *

The ACD also acts as the manager of the following authorised unit trusts:

(l) Aberdeen Capital Trust *
(m) Aberdeen Property Unit Trust *
(n) abrdn Balanced Bridge Fund [11]
(o) abrdn Bridge Fund [12]
(p) abrdn Falcon Fund [13]
(q) abrdn Phoenix Fund[14]
(r) abrdn Unit Trust I[15] *
(s) abrdn Dynamic Distribution Fund[16]
(t) abrdn Global Absolute Return Strategies Fund[17] *
(u) abrdn Global Real Estate Fund[18]
(v) abrdn Strategic Investment Allocation Fund [19] *
(w) abrdn Global Strategic Bond Fund[20] *
(x) abrdn (Lothian) Active Plus Bond Trust [21] *
(y) abrdn (Lothian) European Trust[22]

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[4] This fund was previously known as Aberdeen Standard OEIC I

[5] This fund was previously known as Aberdeen Standard OEIC II

[6] This fund was previously known as Aberdeen Standard OEIC III

[7] This fund was previously known as Aberdeen Standard OEIC IV

[8] This fund was previously known as Aberdeen Standard OEIC V

[9] This fund was previously known as Aberdeen Standard OEIC VI

[10] This fund was previously known as Aberdeen Standard OEIC VII

[11] This fund was previously known as Aberdeen Standard Capital Balanced Bridge Fund

[12] This fund was previously known as Aberdeen Standard Capital Bridge Fund

[13] This fund was previously known as Aberdeen Standard Capital Falcon Fund

[14] This fund was previously known as Aberdeen Standard Capital Phoenix Fund

[15] This fund was previously known as Aberdeen Standard Unit Trust I

[16] This fund was previously known as ASI Dynamic Distribution Fund

[17] This fund was previously known as ASI Global Absolute Return Strategies Fund

[18] This fund was previously known as ASI Global Real Estate Fund

[19] This fund was previously known as ASI Strategic Investment Allocation Fund

[20] This fund was previously known as ASI (SLI) Strategic Bond Fund

[21] This fund was previously known as ASI (Standard Life) Active Plus Bond Trust

[22] This fund was previously known as ASI (Standard Life) European Trust

(z) abrdn (Lothian) European Trust II [23]
(aa) abrdn (Lothian) Global Equity Trust II [24] *
(bb) abrdn (Lothian) International Trust [25]
(cc) abrdn (Lothian) Japan Trust [26]
(dd) ASI (Standard Life) Multi-Asset Trust *
(ee) abrdn (Lothian) North American Trust [27]
(ff) abrdn (Lothian) Pacific Basin Trust [28]
(gg) abrdn (Lothian) Short Dated UK Government Bond Trust [29] *
(hh) abrdn (Lothian) UK Corporate Bond Trust [30]
(ii) abrdn (Lothian) UK Equity General Trust [31]
(jj) abrdn (Lothian) UK Government Bond Trust [32] *
(kk) abrdn MT [33]
(ll) abrdn UK Real Estate Trust [34]
(mm) Standard Life Global Equity Trust *
(nn) Standard Life Investments Ignis European Growth Fund *
(oo) Standard Life Investments Ignis Global Growth Fund *
(pp) Standard Life Investments Ignis Pacific Growth Fund *
(qq) Standard Life Pan-European Trust *

The ACD also acts as the authorised contractual scheme manager of the following authorised contractual scheme:

(uu) abrdn ACS I [35]

***** This fund is in the process of being wound up.

[23] This fund was previously known as ASI (Standard Life) European Trust II

[24] This fund was previously known as ASI (Standard Life) Global Equity Trust II

[25] This fund was previously known as ASI (Standard Life) International Trust

[26] This fund was previously known as ASI (Standard Life) Japan Trust

[27] This fund was previously known as ASI (Standard Life) North American Trust

[28] This fund was previously known as ASI (Standard Life) Pacific Basin Trust

[29] This fund was previously known as ASI (Standard Life) Short Dated UK Government Bond Trust

[30] This fund was previously known as ASI (Standard Life) UK Corporate Bond Trust

[31] This fund was previously known as ASI (Standard Life) UK Equity General Trust

[32] This fund was previously known as ASI (Standard Life) UK Government Bond Trust

[33] This fund was previously known as ASIM Trust

[34] This fund was previously known as Standard Life Investment UK Real Estate Trust

[35] This fund was previously known as Aberdeen Standard ACS I

APPENDIX V
PAST PERFORMANCE

The following table shows the percentage growth of the fund and the historical performance data of the funds over the periods stated below.

*Please note the Manager and investment adviser changed on 13 July 2015, but there was no change to how the fund was invested and so past performance before this date is still relevant.

Fund Name	Performance Category Name	Label	2022	2021	2020	2019	2018
			(%)	(%)	(%)	(%)	(%)
abrdn UK Real Estate Fund	Fund	Fund	- 10.4	10.8	- 3.6	- 1.5	4.6
	Performance Target	IA UK Direct Property Sector Average	- 7.8	7.4	- 3.8	- 0.8	2.9
	Portfolio Constraining Benchmark	MSCI UK Daily Traded APUTs and PAIFs in the UK Quarterly Universe Property Index (unfrozen) from 01/01/2019. MSCI UK Quarterly Balanced Monthly Index Funds Quarterly Property Index (Unfrozen) from 22/12/2004 to 31/12/2018	- 11.2	13.3	- 3.9	- 1.1	7.0

Source: Factset, Morningstar and abrdn.
Basis: NAV to NAV, The above figures are based on Institutional Acc shares, GBP

The above performance figures are based on NAV to NAV prices. These performance figures are presented as a matter of historical record. Performance is determined by many factors, not just the skill of the ACD and the Investment Manager, including the general direction and volatility of markets and may not be repeatable. Past performance is not a guide to future rates of return. The latest performance figures may be obtained from the ACD and at www.abrdn.com. Performance information is shown for a period of five years. Where no performance data is shown, performance data does not exist for the relevant periods.

abrdn.com