

Standard Life Investments Global Real Estate Fund

Prospectus

21 December 2018



Aberdeen Standard Investments is a brand of the investment businesses of Aberdeen Asset Management and Standard Life Investments

This document is the prospectus for the Trust valid as at 21 December 2018.

Prospectus

for

Standard Life Investments Global Real Estate Fund

(the "Trust")

The Trust is an authorised unit trust scheme under the Financial Services and Markets Act 2000 (the "Act"). This prospectus contains information to be disclosed to prospective and existing investors in accordance with the rules contained in the Collective Investment Schemes Sourcebook and the Investment Funds Sourcebook (the "FCA Rules") published by the Financial Conduct Authority ("FCA") as part of their Handbook of rules made under the Act.

General Information

The Manager and AIFM

Aberdeen Standard Fund Managers Limited is the Manager and alternative investment fund manager ("AIFM") of the Trust. The Manager, as AIFM of the Trust, is responsible for the portfolio management and risk management in relation to the Trust. The Manager must act honestly, fairly, professionally, independently and in the interest of the Trust and its holders in carrying out this role. The Manager of the Trust is Aberdeen Standard Fund Managers Limited. The Manager is a private company limited by shares, incorporated in England and Wales on 7 November 1962. The Manager is a wholly owned subsidiary of Standard Life Aberdeen plc, a company incorporated in Scotland ("SLA plc"). Aberdeen Asset Management plc ("AAM PLC") and Standard Life Investments (Holdings) Limited and their respective subsidiaries have come together under the Aberdeen Standard Investments ("ASI") brand as the asset management division of SLA plc. The registered office of the Manager is Bow Bells House, 1 Bread Street, London EC4M 9HH. It has an issued and fully paid up share capital of £738,550.

The Manager is authorised to carry on investment business in the United Kingdom by virtue of it being authorised and regulated by the Financial Conduct Authority.

The Manager maintains an appropriate level of "own funds" in accordance with Article 14 of Commission Delegated Regulation (EU) No. 231/2013 (the "Level 2 Regulation") in order to cover the professional liability risks detailed under the 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 Manager's fiduciary duties.

Subject to the FCA Rules, holders may by resolution vote to make a request to the Trustee that the Manager should be removed. Such a removal would be without prejudice to any claim the Manager may have for damages.

The Manager is also the Manager of Standard Life Investments Dynamic Distribution Fund, Standard Life Investments Global Absolute Return Strategies Fund, Standard Life Investments UK Real Estate Trust, Standard Life Investments Strategic Bond Fund, Standard Life Wealth Bridge Fund, Standard Life Wealth Balanced Bridge Fund, Standard Life Wealth Falcon Fund, Standard Life Wealth Merlin Fund, Standard Life Wealth Phoenix Fund, The Norfolk Trust and The Notts Trust, Aberdeen Funds, Aberdeen Capital Trust, and Aberdeen Property Unit Trust authorised unit trusts under the Act. The Manager is Authorised Corporate Director of Standard Life Investment Company, Standard Life Investment Company II, Standard Life Investment Company III, Standard Life Investments UK Real Estate Funds ICVC, Standard Life Wealth Acer Fund, Aberdeen Investment Funds ICVC, Aberdeen Investment Funds UK ICVC II, Aberdeen Investment Funds ICVC III, Aberdeen Multi-Manager (Fund of Funds) ICVC and Aberdeen Property ICVC all open-

ended investment companies with variable capital which are currently authorised pursuant to Regulation 14 of the Open-Ended Investment Companies Regulations 2001.

* These unit trusts and investment company are in the process of being wound up.

The Directors of the Manager are:

Directors

Mr Jamie Matheson

Mr Gary Marshall

Ms Allison Donaldson

Mr Aron Mitchell

Ms Carolan Dobson

THE MAIN BUSINESS ACTIVITIES OF THE DIRECTORS NOT CONNECTED WITH THE BUSINESS OF THE MANAGER:

A complete list of other directorships can be provided on written request.

In performing its role of Manager of the Trust, the Manager may delegate such of its functions as it may determine from time to time. As at the date of this Prospectus, the Standard Life Aberdeen group of companies (of which the Manager is part) provides a wide range of services in respect of the Trust, 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 Standard Life Aberdeen group of companies (including the Manager) 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 (ie the processing of applications for sales, redemptions, conversions and switches, servicing investor requests and enquiries relating to the Trust).

For the avoidance of any doubt, the Trustee, the custodian and the Auditor are not service suppliers to the Manager or its delegates. Fees and expenses payable to these parties are payable directly from the Trust.

The services which are currently delegated and outsourced to external third parties are paid from the aggregate revenue received by the Manager out of the Trust. Any surplus or deficit between the charges levied on the Trust and the actual expenses incurred will be recognised as profit or loss by the Standard Life Aberdeen group.

The Trustee and Depositary

General

The trustee and depositary of the Trust is Citibank Europe plc, UK Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB.

The Trustee is authorised by the Central Bank of Ireland and the Prudential Regulation Authority but in respect of its services as a trustee and depositary in the UK is subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of the Trustee's authorisation and regulation are available from the Trustee on request.

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

Terms of Appointment

The appointment of the Trustee as Depositary of the Trust has been made under an agreement dated 4 July 2014 with an effective date of 7 July 2014, between the Manager and the Trustee, as amended from time to time and novated with effect from 10 December 2018 (the "Depositary Agreement").

The Trustee is required to carry out the duties specified in the FCA Rules, including:

- cash monitoring and verifying the Trust's cash flows;
- safekeeping of the financial instruments which can be registered in the Trustee's name and verifying the ownership by the Manager on behalf of the Trust of other assets belonging to the Trust;
- ensuring that the sale, issue, re-purchase, redemption, cancellation and valuation of units are carried out in accordance with the Trust Deed and applicable law, rules and regulations;
- ensuring that in transactions involving scheme property any consideration is remitted to the Manager on behalf of the Trust within the usual time limits;
- ensuring that the Trust's income is applied in accordance with the Trust Deed, applicable law, rules and regulations; and
- carrying out instructions from the Manager unless they conflict with the Trust Deed or applicable law, rules and regulations.

The Depositary Agreement may be terminated by not less than ninety days' written notice provided that the trustee may not voluntarily retire until the appointment of a successor as depositary.

To the extent permitted by the FCA Rules, the Manager will indemnify the Trustee (and its associates) against losses, costs, damages, taxes and expenses (including reasonable legal fees and disbursements) arising from or in connection with the Trustee's appointment as Depositary or performance of its obligations, except in the case of any liability for a failure to exercise due skill, care and diligence or the negligence, intentional failure or fraud of the Trustee (or any of its associates).

The remuneration to which the Trustee is entitled is set out in the section headed "Trustee's Remuneration".

Holders have no personal right to directly enforce any rights or obligations under the Depositary Agreement.

Liability of the Trustee

As a general rule the Trustee is liable for any losses suffered as a result of the Trustee'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 Trustee or of such third party;
- the Trustee 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 Trustee could not have prevented the loss.

However, in the case of loss of a financial instrument by the Trustee, or by a third party who is its own associate or an associate of the Manager, the Trustee 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 Trustee or by a third party who is neither an associate of its own nor an associate of the Manager to whom its custody has been properly delegated, the Trustee 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 Trustee'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 Trustee had properly delegated its functions to the third party;
 - (c) a written contract between the Trustee and the third party:
 - (i) expressly transfers such obligation to the third party; and
 - (ii) enables the Manager acting on behalf of the Trust to make a claim against the third party in respect of the loss of the financial instrument, or for the Trust to make such a claim on their behalf; and
 - (d) a written contract between the Manager and the Trustee expressly allows a transfer of the Trustee's said obligation and establishes an objective reason for the transfer.
- if the Trustee delegates custody functions to a custodian in any of the following circumstances:
 - (a) where the Trustee 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 Trustee is not a participant; or
 - (b) where the Trustee intends to retain the services of a global sub-custodian of the scheme property, but the Trustee has no practicable way of holding assets of the type in which the Manager wishes to invest without appointing such global custodian; or
 - (c) the law of a country requires certain financial instruments to be held in custody by a local entity and there are no local entities that are subject to effective prudential regulation and supervision and, despite this, the Manager on behalf of the Trust has instructed the Trustee to delegate the custody of such financial instruments to a local entity,

and the contract between the Trustee and such custodian or local entity contains a clause transferring the liability of the Trustee to such custodian or local entity and makes it possible for the Manager acting on behalf of the Trust to make a claim against such custodian or local entity in respect of the loss of a financial instrument belonging to the Manager on behalf of the Trust or for the Trustee to make such a claim on their behalf.

Conflicts of Interest

From time to time conflicts may arise from the appointment by the Trustee of any of its delegates out of which may arise a conflict of interest with the Trust. For example, Citibank N.A., which has been appointed by the Trustee 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. Citibank N.A. and any other delegate are required to manage any such conflict having regard to the FCA Rules and its duties to the Trustee and the Manager.

There may also be conflicts arising between the Trustee, the Trust, the holders and the Manager. The Trustee is prohibited from carrying out any activities with regard to the Trust unless:

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

- (ii) The Trustee has functionally and hierarchically separated the performance of the trustee and 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 function

Under the terms of the Depositary Agreement the Trustee has the power to delegate its safekeeping functions. The Trustee has, subject to the FCA Rules, delegated to Citibank N.A. the custody of financial instruments belonging to the AIF and other assets of the AIF entrusted to the Trustee for safekeeping. Citibank N.A.'s head office and registered office is Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB. Citibank, N.A. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

As a general rule, whenever the Trustee delegates any of its custody functions, the Trustee 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 Trustee. However see under the preceding paragraph entitled "Liability of the Trustee" for situations in which the Trustee is not liable for acts or omission of a delegate which is not an associate of the Trustee or of the Manager.

Re-use of Trust assets by the Trustee

Under the Depositary Agreement the Trustee has agreed that it, and any person to whom it delegates custody functions, may not re use any of the Trust's assets with which it has been entrusted.

Trustee's Data Protection Policy

The Trustee's Investor Services Privacy Statement details the collection, use and sharing of holders' personal information by the Trustee in connection with Shareholders' investment in the Trust.

The Trustee's Investor 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 holder who provides the Manager and its agents with personal information about another individual (such as a joint investor), must show the Trustee's Investor Services Privacy Statement to those individuals.

The Registrar

The register of holders is held by DST Financial Services Europe Limited.

The register of the holders for the Trust is kept and can be inspected free of charge at the offices of DST Financial Services Europe Limited at DST House, St Nicholas Lane, Basildon, Essex, SS15 5FS.

Holders have no personal right to directly enforce any rights or obligations under the terms appointing DST Financial Services Europe Limited.

The Auditor

The auditor of the Trust is KPMG LLP, 15 Canada Square, London, E14 5GL.

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

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

The Investment Adviser

The Investment Adviser to the Trust is Standard Life Investments Limited. Further details can be found on page **32**.

The Standing Independent Valuers

The Standing Independent Valuers of the Trust are as follows and further details can be found on **32**:

CB Richard Ellis Limited
Henrietta House
Henrietta Place
London
W1G 0NB

Cushman & Wakefield LLP
Praca Jose Lannes
40 – 3 Floor
São Paulo - SP – Brazil
Brazil 04571-100

Jones Lang LaSalle Limited
Av. das Nações Unidas, 12551
23° andar
04578-903
São Paulo, SP
Brazil

The Trust

The Trust was established by a Trust Deed entered into on 9 September 2005 and is an authorised unit trust scheme which falls into the category of non-UCITS retail scheme. Its FCA Product Reference Number is 436754. The authorisation order made by the FCA was dated 12 September 2005. The Trust is also an alternative investment fund for the purposes of the FCA Rules.

The base currency of the Trust is Sterling.

Objective & Investment Policy

The objective of the Trust is to provide income, with some capital appreciation over the longer term.

The current policy of the Trust is to invest predominantly in global commercial property and property-related equities, property investment companies, other property collective investment schemes and cash.

Potentially at any time up to 80% of the Trust's assets may be held in immovable property.

Non-Sterling denominated assets may be hedged back to Sterling.

Other information regarding the Trust

Profile of the typical investor for whom this Trust is designed: it is intended for investors who wish to participate in the opportunity to achieve income with the potential of some capital appreciation over the longer term by investing in an actively managed portfolio of predominantly commercial property and property-related equities, property investment companies, other property collective investment schemes and cash. The diversified nature of the portfolio makes it suitable for investors wishing to achieve a broad spread of exposure to international property and property-related instruments and cash. While the level of income provision is likely to be relatively stable, the investor must be able to accept significant temporary losses to capital and the possibility of fluctuations in the income level due to the volatile nature of markets, and should therefore have an investment time horizon of at least 5 years.

The Trust may hold overseas immovable property either directly or indirectly through an intermediate holding vehicle or a series of intermediate holding vehicles. The purpose of these intermediate holding vehicles is to enable the Trust to hold overseas immovable property. These intermediate holding vehicles may take the form of limited companies or limited partnerships.

The price of stocks, shares and other securities on financial markets can move unpredictably. Many factors affect prices, including announcements by the issuer of a security, economic and political events and views of prospective events. Investment in the Trust should be regarded as medium to long-term. There is no guarantee that the objective of the Trust will be achieved.

The capital value and the income from Units in the Trust can go down as well as up, and are not guaranteed. On realisation of a holding an investor may receive back less than the original investment. Past performance is not a guarantee of future returns.

Any charge due to the Manager (see page 20) payable from the investment at the outset has to be matched by an equivalent rise in the value of the Units before the original investment is returned.

Information about past performance is not a guide to future returns from investments.

As the Trust may invest in property-related fixed income securities the yields offered by the Trust may reflect, in part, the risk rating of the issuers of these bonds.

Investing in the Trust will result in the value of your investment being subject to movements within the markets and assets in which the Trust invests.

Additionally, the value of any overseas investments of the Trust which are not designated in sterling may rise and fall due to the movements in exchange rates.

The Trust invests in property and may experience difficulties or delays in selling these assets. Commercial property is a less liquid asset than other asset classes such as fixed interest securities or equities.

Property valuation is a matter of judgment by an independent valuer. Therefore, it is generally a matter of a valuer's opinion rather than fact.

All immovable property forming part of the Scheme Property will be fully insured against risks of physical loss or damage and other perils considered appropriate by the Manager but there is no guarantee that in the event of a claim on the insurance any insurance will be payable in any given circumstance. Where the insurance policies are not available to meet any liability in whole or in part, any outstanding liability will be met out of the Scheme Property.

In the event of a default by a tenant or during any other void period, there will be a rental shortfall and additional expenses may be incurred until the property is re-let. These expenses include legal and surveyor costs in re-letting, maintenance, insurances, rates and marketing costs.

If the value of the Trust falls significantly, it may not be possible to maintain the same diversification of risk as the Trust may hold a narrower range of assets.

The Trust employs leverage that will magnify gains and losses and result in greater volatility in the value of scheme property as a result of market movements.

Historical Performance of the Trust

The percentage growth of the Trust over the periods stated below to 30 September 2018 is as follows:

1 Year: 3.97

3 Years:	26.14
5 Years:	33.00
From Inception:	13.58 from 13 October 2005

The above figures (based on Retail Accumulation units on a bid to bid basis) are provided by Morningstar.

Individual Savings Accounts

In accordance with the Individual Savings Account Regulations 1998 (as amended) units in the Trust are eligible for investment through an ISA and the Trust will be managed to satisfy the requirements laid down in these regulations in order to be eligible, for as long as these apply. The ISA Manager is Aberdeen Standard Fund Managers Limited and all ISA applications should be made through Aberdeen Standard Fund Managers Limited.

ISAs have certain tax advantages - they will not be subject to income or capital gains tax.

Units

Each holder in the Trust is entitled to participate in the property of the Trust and the income thereof. The nature of the right represented by units is that of a beneficial interest under a trust. Title to the units in the Trust is evidenced by entries on the register of holders for the Trust. The Trust Deed provides for several classes of units which may be issued in respect of the Trust, distinguished by their criteria for investment limits and fee structures.

All classes are denominated in Sterling.

Classes of Units

Units in the Trust may be issued in one of eleven classes - Retail Accumulation Units, Retail Income Units, Institutional Accumulation Units, Institutional Income Units, Institutional Regulated Accumulation Units, Platform 1 Accumulation Units, Platform 1 Income Units, Standard Life Accumulation Units and Standard Life Income Units. Institutional units are only available for larger investors dealing as principal within the institutional market and other investors with the agreement of the Manager. Institutional Regulated Units are only available for non-individual investors who have been authorised by a relevant regulatory body. Platform 1 units are only available for advised investments made via investment platforms recognised by the Manager when the Manager agrees such investments require the charging structure available through this class of unit. Standard Life Units are only available for investments made by the Standard Life Aberdeen group of companies, other corporate legal entities promoted by them and (and subject to the Manager's discretion) other institutional investors with whom separate arrangements have been made and other investors. Please see page **13** for investment limits.

The different classes of units enable different charging structures to be levied on different holders, depending on the size and the nature of their holding.

Income Units

An income unit is a unit in respect of which income is distributed periodically to holders in accordance with the FCA Rules. Cash distributions of income are made in respect of income units.

Accumulation Units

An accumulation unit is a unit in respect of which income allocated is to be accumulated periodically in accordance with the FCA Rules. For accumulation units, no cash distributions are made and no additional units are issued. Instead, the income available for distribution is transferred to the capital property of the Trust and reflected in the value of units.

Where both income and accumulation units of the same type (e.g. Retail and Institutional) are available, you can choose to invest in either of them exclusively or in whatever combination you wish.

Unit Prices

The units in the Trust are single priced.

The price at which units are sold and redeemed is based on the value of the scheme property of the Trust (adjusted to reflect any applicable dilution adjustment) plus any preliminary charge.

In respect of Retail Units and Institutional Units, the Manager will publish the most recent price of units in the Trust on each Dealing Day on the website www.standardlifeinvestments.com. Information on the most recent prices may also be obtained by calling the Manager on 0345 113 6966 (or +44 (0)1268 44 5488 if outwith the UK) on normal Dealing Days (Monday to Friday) between 9am and 5.30pm. The Manager will communicate the most recent price of Standard Life Units and Institutional Regulated Units to holders electronically.

Sale and Redemption of Units

The Manager will normally be available to deal in and to receive applications for the sale and redemption of units in the Trust and to receive enquiries regarding the Trust on any day on which banks in London are open for business other than days (as determined by the Manager in its discretion) where, in respect of any exchange or market on which a substantial portion of the Trust's portfolio is traded, such exchange or market is closed ("Dealing Days"). 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 Manager and on the website at www.standardlifeinvestments.com. All references to "Dealing Days" in this prospectus should be read accordingly.

The FCA Rules contain provisions governing any transaction concerning a Trust which is carried out by or with an "affected person", that is to say:-

- (a) the Manager;
- (b) an Associate of the Manager;
- (c) the Trustee;
- (d) an Associate of the Trustee;
- (e) any investment adviser;
- (f) an Associate of any investment adviser; and
- (g) the Auditor.

Those provisions enable an affected person to *inter alia* sell or deal in the sale of property to the Trustee for the account of the Trust; vest property in the Trustee against the sale of units in the Trust; purchase property from the Trustee acting for the account of the Trust or provide services for the Trust. Any such transactions with or for the Trust are subject to best execution or arm's length transaction requirements as set out in the FCA Rules. Any services provided for a Trust must comply with the arm's length transaction requirements.

Investment of the property of the Trust may be made on arm's length terms through a member of an investment exchange (acting as principal) who is an Associate of the Manager. Such a person may make a profit out of such dealings, although the Manager will always deal on best execution terms, and neither the Manager nor any such Associate will be liable to account for any such profit.

NEITHER THE MANAGER NOR ANY OTHER "AFFECTED PERSON" IS UNDER OBLIGATION TO ACCOUNT TO ANOTHER AFFECTED PERSON OR TO THE UNITHOLDERS OR ANY OF THEM FOR ANY PROFIT OR BENEFIT MADE OR DERIVED IN CONNECTION WITH:

- (a) THE DEALING IN UNITS OF THE TRUST; OR

- (b) THEIR PART IN ANY TRANSACTION FOR THE SUPPLY OF SERVICES PERMITTED BY THE COLL SOURCEBOOK;
OR
- (c) THEIR DEALING IN PROPERTY EQUIVALENT TO ANY OWNED BY (OR DEALT IN FOR THE ACCOUNT OF) THE TRUSTEE.

The Manager may from time to time make an online dealing service available to holders. More information about this can be found at www.standardlifeinvestments.com.

Client Money

In certain circumstances (including in relation to the buying and selling of units (see pages **10** and **12**)), money in respect of units will be transferred to a client money bank account with any recognised bank or banks that the Manager 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 Manager become insolvent during such a period. No interest will be paid on money held in these client money bank accounts.

The Manager will not be responsible for any loss or damages suffered by holders 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 Manager 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 Manager will attempt to recoup the money on behalf of holders. 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 holders. In this situation, holders may be eligible to claim under the Financial Services Compensation Scheme ("FSCS"). Further information about compensation arrangements is available from the Manager 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

The Manager may, in certain circumstances permitted by the FCA's client money rules (for example if the Manager 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 Manager will exercise all due skill, care and diligence to assess whether the third party has adequate measures in place to protect holder money. The Manager will act at all times in accordance with the prevailing FCA's client money rules.

In certain circumstances, if the Manager has lost touch with an investor, the Manager will be permitted to pay the investor's client money balance to charity after six years. The Manager 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 Manager at a later date irrespective of whether the Manager has paid the money to charity.

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

Buying Units

Investors wishing to invest in the Trust can contact their usual Financial Adviser or telephone the Manager's Customer Information Team on 0345 113 6966 (or +44 (0)1268 44 5488 if outwith the UK) for information on how to invest. Applications for units can be made by sending a completed application form together with a cheque (a cheque need not be provided if paying by direct debit as below) made payable to the Manager at the address below:

Aberdeen Standard Fund Managers Limited
PO Box 12233
Chelmsford
CM99 2EE

Applications for units can also be made by telephone and must be followed by sending an application form and cheque (the latter need not be provided if paying by direct debit as below) made payable to the Manager as above.

Units will be purchased on a forward pricing basis and the investor will receive the price at the next available valuation point after the Manager receives the instructions (verbal or written, as the case may be). The valuation point is 12 noon.

Following a purchase of units, a contract note detailing your account number will be issued. Units in the Trust are not certificated. Accordingly, certificates will not be issued.

Once units have been purchased, the Manager will enter the name of the investor on the register. Payment for the units is due and payable to the Manager in settlement of the purchase on the Trust's "Settlement Date" (as detailed below). Until payment has been passed on by the Manager to the Trustee, an investor will not have an irrevocable right of ownership in the units. Where an investor applies to invest in the Trust, the Manager 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 Manager 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 Manager were to become insolvent between the purchase of units 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 units allocated to them pending settlement; the units may be cancelled. On an insolvency of the Manager 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 units is made by telegraphic transfer, the Manager 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 Manager 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 Manager receives the money. If the Manager still holds money received by way of telegraphic transfer beyond the Settlement Date, the Manager will, from that point, treat that money as client money as detailed in the preceding paragraph until the Trust's Settlement Date in accordance with the FCA's client money rules.

The registrar will on request provide holders free of charge with a written statement of the entries on the register of the Trust relating to them.

Monthly payments to purchase retail units can be made by direct debit into the Trust. Direct debits will be collected on the first day of each month. If the collection date is a weekend or public holiday the direct debit will be collected on the following business day. Direct debits are subject to a minimum of £100. Units purchased by monthly payments will reflect the price on the Dealing Day following collection of your direct debit. Combinations of lump sum and monthly payments will also be accepted for retail units.

As the Trust is not registered under the United States Securities Act of 1933, as amended, nor has the Trust been registered under the United States Investment Company Act of 1940, as amended, its units may not be offered or sold, directly or indirectly, in the United States of America or its territories or possessions or areas subject to its jurisdiction, or to citizens or residents thereof (hereinafter referred to as "US Persons").

Accordingly, the Manager may require any subscriber to provide it with any information that it may consider necessary for the purpose of deciding whether or not he is, or will be, a US Person.

Please see the section headed "US Foreign Account Tax Compliance" on page **29**.

The Manager has the right to reject on reasonable grounds an application for the purchase of units in whole or in part.

The Manager is not required to accept an application for the purchase of units where it considers it necessary or appropriate to carry out or complete identification procedures in relation to the applicant concerned or another person pursuant to a statutory, regulatory or European Union obligation and the Manager's requirements have not been fulfilled. The identification procedures referred to above may include an applicant's identity being verified electronically against public records by an independent agency. This will disclose whether an applicant has a credit history but will not disclose details of any borrowings an applicant may have. The applicant's credit history will show that an identification check has been carried out. This information will not be available to third parties or affect the applicant's credit rating.

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

The Manager will inform the holder of any cancellation entitlement and the holder 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 holder exercises the cancellation entitlement and the price of units falls over that time, the holder may not recover the amount originally invested.

If applications for units made by telephone are not followed by payment, investors will be liable for any dealing costs incurred by the Manager.

Electronic Communications

Currently, transfers of title to units may not be effected on the authority of an electronic communication.

Selling Units

Holders can sell some or all of their units through their usual financial adviser or by writing to the Manager at the following address (please see below for minimum value of holdings details):-

Aberdeen Standard Fund Managers Limited
PO Box 12233
Chelmsford
CM99 2EE

In either case the holder's account number must be quoted and the request must be signed by the holder or all the joint holders if the units are held in joint names. Units can also be sold by telephone, on any day that the Manager is open for business, on 0345 113 6966 (or +44 (0)1268 44 5488 if outwith the UK) although the request must be confirmed in writing. Units will be sold on a forward pricing basis and the investor will receive the price at the next available valuation point after the Manager receives the instructions (verbal or written, as the case may be). The valuation point is 12 noon. On the sale of units, the register will be updated and the relevant holdings removed. Payment will be issued in accordance with the holder's instructions (by sterling cheque, to a UK bank account or by such other method as may be agreed by the Manager) not later than the Settlement Date. However, the Manager is not required to issue payment if it has not received the money due on the earlier issue of those units, or where it considers it necessary or appropriate to carry out or complete identification procedures in relation to the holder or another person pursuant to a statutory, regulatory or European Union obligation. Where payment is made by cheque the Manager 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 holder by the Settlement Date. If the Manager still holds redemption proceeds beyond the Settlement Date, the Manager will, from that point, treat the money as client money until it is paid out. Notwithstanding this, the Manager may, for a period of up to 1 business day from receipt of the money from the Trustee rely on the Delivery versus Payment exemption irrespective of the payment method used.

If instructions given to sell units by telephone are not confirmed in writing, holders will be liable for any dealing costs incurred by the Manager.

Where the Manager believes that a reliable price cannot be established as at the valuation point, dealing in the relevant Trust may be suspended temporarily. See the "Suspension of Dealings" section on page 14 below for information regarding the possibility of a temporary suspension of dealing.

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

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

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

Settlement Date

For the Trust, 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 unit 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 Manager implements an instruction to buy or sell. The Settlement Date is the date on which ownership of the units 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 Manager in writing to purchase units at 09.00 on a Monday, the units 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 units is due and payable.

Deferred Redemption

The Manager 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 Trust's net asset value.

The ability to defer redemptions is intended to protect the interests of holders remaining in the Trust and will give the Manager, 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 Manager 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.

Minimum Value of Holdings

The following minimum values currently apply to holdings and dealings by a holder in the units of the Trust:

- | | | |
|-----|--|------------------------------------|
| (a) | Minimum value of units which may be the subject of an initial investment (unless investing monthly in the Trust) | £500 for Retail Units |
| | | £1,000,000 for Institutional Units |
| | | £1,000,000 for Standard Life |

Units and Institutional
Regulated Units

£1,000,000 for Platform Units

- | | | |
|-----|---|--|
| (b) | Minimum value of units which may be the subject of a single subsequent purchase (unless investing monthly in the Trust) | £50 for Retail Units
£50,000 for Institutional Units, Institutional Regulated Units, Platform Units and Standard Life Units. |
| (c) | Minimum value of units which any holder may hold (unless investing monthly in the Trust) | £500 for Retail Units

£50,000 for Institutional Units, Institutional Regulated Units, Platform Units and Standard Life Units. |
| (d) | Minimum value of units which may be the subject of a single redemption request (subject to the request not reducing the holder's holding below the minimum referred to in (c) above.) | £250 for Retail Units

£5,000 for Institutional Units, Institutional Regulated Units, Platform Units and Standard Life Units. |
| (e) | Regular Monthly Payments (direct debit) | £100 for Retail Units |

The Manager may waive the above minimum requirements in any particular case prescribed by it.

Where a holder requests redemption or cancellation of units, the Manager at its discretion may, by serving a notice of election on the holder before the proceeds of the redemption or cancellation would otherwise become payable in cash, elect that the holder shall not be paid the redemption price of his units but instead there shall be a transfer to that holder of property of the Trust having the appropriate value. Where such a notice is so served on a holder, the holder may serve a further notice on the Manager not later than the close of business on the fourth business day following the day of receipt by the holder of the first mentioned notice requiring the Manager, instead of arranging for a transfer of scheme property, to arrange for a sale of that property and the payment to the holder of the net proceeds of that sale. The selection of scheme property to be transferred (or sold) is made by the Manager in consultation with the Trustee, only if the Trustee has taken reasonable care to ensure that the property concerned would not be likely to result in any material prejudice to the interests of holders. The Trust may retain out of the scheme property to be transferred (or the proceeds of sale) property or cash of value or amount equivalent to any redemption charge or stamp duty (if any) to be paid in relation to the cancellation of the units.

On request, the Manager may, at its discretion, arrange for the issue of units in exchange for assets other than money, but will do so only where the Trustee has taken reasonable care to ensure that the acquisition of those assets in exchange for the units concerned is not likely to result in any material prejudice to the interests of holders. No units will be issued in exchange for assets the holding of which would be inconsistent with the investment objective of the Trust.

Suspension of Dealing

The Manager may, with the prior agreement of the Trustee, and must, if the Trustee so requires, suspend the issue, sale, cancellation and redemption of units in the Trust if it, or the Trustee in the case of any requirement by the Trustee, is of the opinion that due to exceptional circumstances it is in the interests of holders in the Trust.

The Trustee will notify holders of the suspension as soon as practicable after suspension commences.

During a suspension the obligations relating to the issue, sale, cancellation and redemption of units contained in Chapter 6 of the Collective Investment Schemes Sourcebook will cease to apply and the Trustee must comply with as many of the obligations relating to the valuation of units as is practicable in the light of the suspension.

In accordance with Chapter 7 of the Collective Investment Schemes Sourcebook, suspension of dealing in units must cease as soon as practicable after the exceptional circumstances have ceased and the Manager and the Trustee must formally review the suspension at least every 28 days and inform the FCA of the results of this review.

The valuation of units will commence at the valuation point (as defined in Appendix 4) on the first normal Dealing Day following the day on which the suspension ceased.

Mandatory Redemption of Units

If the Manager reasonably believes that any units are owned directly or beneficially in circumstances which:

- (i) constitute a breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) or any country or territory; or
- (ii) would (or would if other units were acquired or held in like circumstances) result in the Trust incurring any liability to taxation or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory),

it may give notice to the holder of such units requiring them to transfer the units to a person who is qualified or entitled to own them, or to request the redemption of the units by the Manager. If the holder does not either transfer the units to a qualified person or establish to the Manager's satisfaction that they and any person on whose behalf they hold the units are qualified and entitled to hold and own them, they will be deemed on the expiry of a thirty-day period to have requested their redemption.

Unit Conversions

Holders are entitled to convert their units of one class for units of another class within the Trust subject to any limitations on the issue of units.

Conversions will be effected by the Manager recording the change of class on the Register.

Conversions may not be effected by the Manager the next valuation point following receipt of instructions to convert from a holder and may be held over and processed at a subsequent valuation point or ultimately to the valuation point immediately following the end of the Trust's accounting period. For further information and to discuss the timing for the completion of conversions please contact the Manager.

Conversions are not generally treated as redemptions or sales and therefore will not, on the whole, be treated as a disposal for the purposes of Capital Gains Taxation.

Meetings of Holders

The Manager or the Trustee may convene a general meeting at any time. The holders may request the convening of a general meeting by a requisition which must (a) state the objects of the meeting; (b) be dated; and (c) be signed by holders who, at that date, are registered as the holders of units representing not less than one-twentieth in value of all the units then in issue; and (d) be deposited with the Trustee.

The Manager must, by way of an extraordinary resolution, obtain prior approval from the holders for any proposed change to the Trust which is a fundamental change. A fundamental change is a change or event which:

- changes the purposes or nature of the Trust; or
- may materially prejudice a holder; or
- alter the risk profile of the Trust; or

- introduce any new type of payment out of the scheme property.

Fundamental changes may include, for example:

- changes to any statement of policy or investment objective which has been included in the Prospectus;
- the removal of the Manager (or to determine that he be removed as soon as this is permitted by law)
- a proposed scheme of amalgamation;
- a scheme of reconstruction.

Rules for the calling and conduct of meetings of holders and the voting rights of holders at such meetings are governed by the FCA Rules. At any general meeting of holders, except where an extraordinary resolution is specifically required or permitted, any resolution is passed by simple majority. An extraordinary resolution will only be passed by not less than three-quarters of the votes validly cast (whether on a show of hands or on a poll) for and against the resolution at a general meeting of which notice specifying the intention to propose the resolution as an extraordinary resolution has been duly given. If a resolution is put to the vote of the meeting, it shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman, by the Trustee or by at least two holders. Unless a poll is so demanded, a declaration by the Chairman as to the result of a resolution shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.

If a poll is duly demanded, it shall be taken in such a manner as the Chairman may direct. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A poll demanded on the election of the Chairman or on a question of adjournment shall be taken forthwith and a poll demanded on any other question shall be taken at such time and place as the Chairman directs. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

On a show of hands, every holder who (being an individual) is present in person or (being a corporation) is present by its representative properly authorised in that regard shall have one vote. On a poll, the voting rights attaching to each unit are such proportion of the voting rights attached to all units in issue as the price of the unit bears to the aggregate price(s) of all the units in issue at a cut-off date selected by the Manager before the notice of meeting is sent out. A person 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.

A corporation being a holder may by resolution of the directors or other governing body of such corporation authorise such a person as it thinks fit to act as its representative at any meeting of holders. The person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual holder.

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

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

A vote by proxy must be deposited at such place as may be specified in the notice convening the meeting (or in any document accompanying the notice) (or if no such place is appointed then at the head office of the Manager) by the time which is at least 48 hours prior to the time of the appointed meeting.

Subject to the paragraph below, the quorum at any meeting shall be two holders present in person or by proxy.

The Manager and its Associates may hold units in the Trust. They are entitled to receive notice of and attend any meeting but the Manager is not entitled to vote or be counted in the quorum and its units are not regarded as being

in issue in relation to such meetings except in respect of any units which the Manager holds on behalf of, or jointly with, a person who, if himself the registered holder, would be entitled to vote and from whom the Manager has received voting instructions. An Associate of the Manager may be counted in the quorum and may vote at the meeting in respect of units held on behalf of or jointly with a person who, if himself the registered holder, would be entitled to vote, and from whom the Associate has received voting instructions.

The cut-off date for a meeting is a date selected by the Manager which must, in terms of the FCA Rules, be a reasonable time before notice is given and "holders" for the purposes of quorum and voting means the persons entered in the register at that date.

Modifications

The manner in which the Manager should treat changes it is proposing to the Trust is set out in the Act and the FCA Rules. The degree of materiality and the effect the proposed change would have on the Trust and its holders determines the level of notification (and in some instances, approval) required:-

The Manager must obtain prior approval from the holders by way of an extraordinary resolution for any *fundamental change* (see "Meetings" above);

The Manager must give prior written notice of not less than sixty days to holders in respect of any proposed change to the operation of the Trust which would constitute a *significant change*. A significant change is, in terms of the FCA Rules, a change or event which is not fundamental but which:

1. affects a holder's ability to exercise his rights in relation to his investment; or
2. would reasonably be expected to cause the holder to reconsider his participation in the Trust; or
3. results in any increased payments out of the Scheme Property to the Manager or his Associate; or
4. materially increases other types of payment out of the Scheme Property.

Significant changes may include, but are not restricted to, for example:

- a change in the method of price publication;
- a change in any operational policy

The Manager must inform holders of any *notifiable changes* that are reasonably likely to affect, or have affected, the operation of the scheme. The way in which and the time at which the Manager may notify holders of any notifiable change would depend on the nature of the change or event. The Manager will, on any proposal to make a change which it deems to be notifiable, assess the proposed change in order to determine how and when the holders should be notified of the change or changes and act accordingly. A notifiable change, in terms of the FCA Rules, is a change or event, other than a fundamental change or a significant change, which a holder must be made aware of unless the Manager concludes that the change is insignificant. A notifiable change may include (but is not restricted to), for example:

- a change of named investment manager;
- a significant political event which impacts on the Trust or its operation;
- a change to the time of the valuation point;
- the introduction of limited issue arrangements; or
- a change of the Trustee or a change in the name of the Trust.

The circumstances causing a notifiable change may not always be in the control of the Manager.

The Manager (from time to time in consultation with the Trustee) will use and exercise its discretion in determining whether a proposed change falls within any of the fundamental, significant or notifiable categories and will act accordingly.

Valuation

The property of the Trust will normally be valued at 12 noon on each Dealing Day for the purpose of determining the prices at which units in the Trust may (a) be purchased from, or redeemed by, the Manager and (b) issued or cancelled by the Trustee.

The Manager has the right to carry out an additional valuation of the property of the Trust at any time if the Manager considers it desirable to do so or if required by the FCA Rules.

If there is more than one class of unit in issue, the proportionate interests of each class in the assets (and also the income) shall be determined by the Manager 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 of unit.

The property of the Trust will be valued on the following basis:

- valuing the proportion of the assets of the Trust attributable to each class of unit 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. Cash is valued at its nominal value. Any other property will be valued at what the Manager considers a fair value;
- dividing the total by the number of units in issue.

The real estate held within the Trust is valued by the Standing Independent Valuers 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 Valuers also value 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 for the whole Trust calculated once each Dealing Day for the following month. Any valuation of an immovable by the Standing Independent Valuers must be undertaken in accordance with UKPS 2.3 of the RICS Valuation Standards (The Red Book) (6th edition published January 2008), or in the case of overseas immovables (if any) on an appropriate basis, but subject to 6.3 R of the Collective Investment Schemes Sourcebook (Valuation and pricing).

For a more detailed explanation of how the property of the Trust will be valued, please refer to Appendix 4.

Dilution Adjustment

When the Manger buys or sells underlying investments in response to a request for subscription or redemption of units, 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 Manager will apply a dilution charge to prevent dilution of the Trust 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 units in the Trust, the FCA's regulations permit an Authorised Fund Manager to move the price at which units are bought or sold on any given day. The single price can be swung higher or lower at the discretion of the Manager. 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 unitholders. Any dilution adjustment applied is included in the price applied to the deal.

The Dilution Adjustment shall make such reasonable allowance as the Manager determines is appropriate for the typical market spread of the value of the assets of the Trust and the related costs of acquisition or disposal of these assets. Where the Trust invests in another fund, unit trust, an open ended investment company or any other collective investment scheme ('a collective investment vehicle'), the Manager 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 Manager'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 Trust justifies its application.

The Dilution Adjustment may also be charged:

- (a) where the Trust is in continual decline;
- (b) on the Trust experiencing large levels of net sales relative to its size;
- (c) in any other case where the Manager is of the opinion that the interests of unitholders require imposition of a Dilution Adjustment.

Where a Dilution Adjustment applies to the Trust at a valuation point:

- i) if there is a net investment in the Trust at that valuation point, the unit 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 the Trust at the valuation point, the unit 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 Trust 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 Manager will need to make such a dilution adjustment.

Based on future projections, the estimated rate of any dilution adjustment on a purchase of units is expected to be 3.53% and on a sale of units is expected to be 1.41%. A dilution adjustment has been applied on 88 days in the period 27 November 2017 to 26 November 2018. The rate of any dilution adjustment made from time to time will differ for the Trust and be dependent on dealing spreads, commissions and taxes and duties arising on the purchase or sale of the scheme property of the Trust. These estimated rates may differ in practice.

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

Stamp Duty Reserve Tax

Generally, there will be no Stamp Duty Reserve Tax ('SDRT') charge when holders surrender or redeem their units. However, where the redemption is satisfied by a non-pro rata in specie redemption, then a charge to SDRT may apply.

Accounting and income allocation dates

The Trust's annual accounting period ends on 30 April in each year with a half yearly accounting period ending on 31 October.

Notwithstanding those dates, subject to the FCA Rules the Manager may, with the agreement of the Trustee, elect that a particular annual or half-yearly accounting period shall end on a day which is not more than seven days after or before the day on which the period would otherwise end. References to the above dates and the date of the income allocation period and of publication of the annual and half yearly reports of the Trust should be read accordingly.

The income allocation periods and income allocation dates for the Trust are set out below. 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 accounting period (whether it is annual or interim). The dates below reflect certain of the flexibility under the FCA Rules but the Manager may distribute the income (if any) on or before these dates.

Income Allocation Periods

1 August - 31 October (interim)

1 November - 31 January (interim)

1 February - 30 April (annual)

1 May - 31 July (interim)

Income Allocation Dates

31 December (interim)

31 March (interim)

31 August (annual)

30 September (interim)

The Trustee is not required to distribute income allocated to any units in any case where the Manager or the Trustee considers it necessary or appropriate to carry out or complete identification procedures in relation to the holder concerned or another person pursuant to a statutory, regulatory or European Union obligation. Any distribution may be paid by bank transfer ("BACS") where sufficient bank details have been provided by the holder or otherwise by cheque.

Allocation of income to holders of accumulation units will be transferred to the capital property of the Trust on the first business day following the end of the income allocation period and reflected in the value of units. Distribution of income (if any) to holders of income units will be made on the income allocation dates shown above.

Determination of Distributable Income

All of the net income available for distribution or accumulation at the end of the distribution period will be distributed to or accumulated for holders.

The income available for distribution or accumulation in relation to the Trust is determined in accordance with the FCA Rules. Broadly it comprises all sums deemed by the Manager, after consultation with the auditors, to be in the nature of income received or receivable for the account of the Trust and attributable to the Trust in respect of the accounting period concerned, after deducting the Manager's and Trustee's remuneration and other payments properly paid or payable out of such income and after making such adjustments as the Manager considers appropriate, after consulting the auditors in accordance with the FCA Rules, in relation to taxation and other matters.

Unclaimed Distributions

Any distribution payments which have not been claimed for a period of six years from the date the distribution became due for payment shall be transferred to and become part of the capital property of the Trust.

Charges

Preliminary Charge

The Trust Deed permits the Manager to make a charge upon a sale of units to an investor. This charge, which is paid by holders to the Manager, is calculated as a percentage of the price of the units and included in the total amount payable by the investor.

Retail Units	Institutional Units	Institutional Regulated Units	Standard Life Units	Platform Units
5%	0%	0%	0%	0%

The Manager may charge an amount lower than the current rate of this charge, as it shall from time to time determine, in relation to any specific transaction, or class of transaction.

The Manager may not increase the preliminary charge unless it does so in accordance with the FCA Rules.

The Trust Deed contains a power enabling the Manager to make a charge on redemption of units. Currently, the Manager does not make a charge on redemption of units. If, at any time in the future, the Manager was to decide to make such a charge, it would, prior to introducing such a charge, comply with the relevant requirements of the FCA Rules (if any), in this regard.

Manager's Periodic Charge

Until the commencement of the winding up of a Trust, the Manager is entitled to receive, out of the property of the Trust, for its own account, monthly, on the first business day of each month, or as soon as practicable thereafter, the amount of the periodic charge accrued to it in respect of the preceding month. The periodic charge, which is calculated and accrued daily, is calculated separately in respect of each class of unit by applying the appropriate periodic charge to its proportionate interest in the underlying value of the Trust. For these purposes, the value of the Trust is taken as at the valuation point on the previous business day, taking into account any sales and/or redemptions on that day.

This management charge is taken from the capital account of the Trust. The deduction of this charge from the capital of the Trust aims to maximize the income available for distribution. Under normal circumstances there is potential for capital growth. Any such growth will be reduced by an amount equal to the annual periodic charge. This may constrain capital growth. In unfavourable market conditions it could result in the capital of the Trust being eroded.

Retail Units	Institutional Units	Institutional Regulated Units	Standard Life Units	Platform Units
1.5%	0.90%	0.45%	0%	0.95% Platform 1 Units
	1.75% Institutional "A" Units			

This charge is shown as an annual percentage of the value of the property held for each class of the Trust.

The Manager may not increase any charge it takes from the property of the Trust unless it does so in accordance with the FCA Rules.

Other Charges and Expenses Payable out of the Trust

Trustee's Remuneration

The Trustee's remuneration, which is calculated in respect of successive monthly periods, is payable out of the assets of the Trust. The remuneration of the Trustee consists of a periodic charge (plus VAT if any) calculated at a proportion

of such annual percentage rate (as is set out below) of the value of the relevant property of the Trust determined, in accordance with the Trust Deed, as at the valuation point at the commencement of the relevant monthly period. If there is no such valuation point on the first day of the relevant monthly period, the value of the Trust for the purposes of calculating the Trustee's monthly remuneration shall be based on the value of the Trust on the last preceding business day. Any sum (plus VAT if any) payable to the Trustee shall accrue on a daily basis and shall be paid within seven days after the end of the period to which they relate. Following the occurrence of one of the events specified in 7.4.3 R (2) of the Collective Investment Schemes Sourcebook, the Trustee's periodic charge shall be calculated as if 6.3 R of the Collective Investment Schemes Sourcebook still applied to the Trust.

Currently, the Manager and the Trustee have agreed that the Trustee's remuneration will be calculated on a sliding scale as follows:

Band Range	Fee
On the first £250 million of net assets of the Trust	0.0175%
£250 - £500 million	0.01%
£500 million - plus	0.0025%

The Trustee remuneration will be subject to a minimum annual fee of £40,000. The Trustee is permitted to increase its remuneration subject to the agreement of the Manager and in accordance with the FCA Rules.

The Trustee is also entitled to receive out of the property of the Trust remuneration for performing or arranging for the performance of the functions conferred on the Trustee by the Trust Deed of the Trust, the FCA Rules or by general law. These functions may (without limitation of the foregoing) include custody, insurance, acquisition and dealing with assets of the Trust; making deposits or loans, dealing with borrowings, effecting foreign currency dealings and effecting efficient portfolio management transactions, as permitted by the FCA Rules; collection of income or capital; submissions of tax returns and handling tax claims; preparation of the Trustee's annual report; calling holders' meetings and communicating with holders; clearing and despatching distribution warrants; obtaining professional advice; conducting legal proceedings; carrying out administration relating to the Trust; supervision of certain of the activities of the Manager and such other duties as the Trustee is permitted or required by law to perform. The Trustee's remuneration under this paragraph shall accrue when the relevant transaction or other dealing is effected and shall be paid in arrears on the next following date on which payment of the Trustee's periodic charge is to be made or as soon as practicable thereafter. Currently the Trustee does not receive any remuneration under this paragraph.

Trustee's Expenses

In addition to the remuneration referred to above, the Trustee will be entitled to receive reimbursement of expenses properly incurred by it in the discharge of its duties or exercising any of the powers conferred upon it in relation to the Trust, subject to approval by the Manager.

The Trustee has appointed Citibank N.A. as the Custodian of the moveable property of the Trust and is entitled to receive reimbursement of these Custodian's fees as an expense of the Trust. The Custodian's remuneration is calculated at an ad valorem rate determined by the territory or country in which the Trust assets are held. Currently, the lowest rate is 0.0025% and the highest rate is 0.35% per annum. 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 £5 - £70 per transaction. Transaction charges will be taken from capital and this may constrain capital growth.

The Trustee is also entitled to be reimbursed out of the property of the Trust in respect of remuneration charged by the Custodian for such services as the Manager, Trustee and the Custodian may from time to time agree, being

services delegated to the Custodian by the Trustee in performing or arranging for the performance of the functions conferred on the Trustee by the Trust Deed of the Trust or the FCA Rules. Remuneration charged under this paragraph shall accrue when the relevant transaction or other dealing is effected and shall be paid in arrears. Currently the Custodian does not receive any remuneration under this paragraph.

Where the Trustee is responsible for the registration functions it is also entitled to be reimbursed from the property of the Trust for any costs and disbursements incurred in discharging those duties (plus Value Added Tax (if any)).

Subject to current HM Revenue & Customs regulations, Value Added Tax at the prevailing rate may be payable out of the property of the Trust in connection with the Trustee's remuneration, the Custodian's remuneration and the above expenses.

Registrar and Associated Charges

The register of holders is held by DST Financial Services Europe Limited.

The Manager makes a charge in respect of registrar functions. This registration charge is payable out of the scheme property apart from Retail Units and Standard Life Income Units. The registration charge is calculated, accrued and paid on the same basis as the Manager's periodic charge. The current rate of the registration charge is 0.08% per annum (plus Value Added Tax (if any)) of the net asset value of each class of unit.

The registration charge is taken from the capital account of the Trust. The deduction of this charge from the capital of the Trust aims to maximize the income available for distribution. Under normal circumstances there is potential for capital growth. Any such growth will be reduced by an amount equal to the annual registration charge. This may constrain capital growth. In unfavourable market conditions it could result in the capital of the Trust being eroded.

The Manager may not increase any charge it takes from the scheme property unless it does so in accordance with the FCA Rules.

The Manager will meet the fees and expenses payable to DST Financial Services Europe Limited for discharging the registration duties from the aggregate revenue received by the Manager out of the Trust.

In addition, DST Financial Services Europe Limited is entitled to be reimbursed out of the scheme property for additional disbursements such as postage costs.

Subject to current HM Revenue & Customs regulations, Value Added Tax at the prevailing rate may be payable out of the scheme property in connection with the Manager's charge and expenses and disbursements incurred by DST Financial Services Europe Limited.

Fees, expenses and disbursements which are due to the registrar in respect of Retail Units and Standard Life Income Units will be borne by the Manager.

Platform Dealing Charge

The Manager makes an additional charge to Platform 1 Units and Platform 2 Units* in respect of additional dealing activities it has in connection with these units. This dealing charge is payable out of the scheme property. The charge is calculated, accrued and paid on the same basis as the Manager's periodic charge. The current rate of the dealing charge is 0.05% per annum (plus Value Added tax (if any)) of the net asset value of each class of unit.

This dealing charge is taken from the capital account of the Trust. The deduction of this charge from the capital of the Trust aims to maximize the income available for distribution. Under normal circumstances there is potential for capital growth. Any such growth will be reduced by an amount equal to the annual dealing charge. This may constrain capital growth. In unfavourable market conditions it could result in the capital of the Trust being eroded.

The Manager may not increase any charge it takes from the scheme property unless it does so in accordance with the FCA Rules.

* Platform 2 Units are not currently issued in respect of the Trust.

Standing Independent Valuers' Fees

The Standing Independent Valuers are entitled to receive a fee for the services they provide in relation to the valuing of the immoveable property of the Trust. The fees (plus VAT if any) payable to the Standing Independent Valuers, which are payable out of the assets of the Trust, are as set out below: Cushman & Wakefield – Annual fee of R\$36,000 (plus local taxes)

Jones Lang LaSalle – Annual fee of R\$22,800 (plus local taxes)

CBRE – Monthly fee of AUS \$1,600 (plus VAT) in connection with each Australian property and a periodic charge of 0.0275% per annum of the value of the immoveable property of the Trust situated in Europe.

The immoveable property of the Trust is valued at the end of each month and the fees of the Standing Independent Valuers are paid out of the property of the Trust monthly in arrears.

Other Expenses

Apart from any periodic charges payable to the Manager, fees, expenses and disbursements payable to the registrar, remuneration payable to the Trustee and reimbursement of the expenses referred to above, the following may lawfully be paid out of the property of the Trust:

- (1) Broker's commission, fiscal charges and other disbursements which are:
 - (i) necessary to be incurred in effecting transactions for the Trust, and
 - (ii) normally shown in contract notes, confirmation notes and difference accounts as appropriate, and
- (2) interest on borrowings permitted under the FCA Rules and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings, and
- (3) (i) taxation and duties payable in respect of the property of the Trust; and
(ii) taxation and duties payable in respect of the issue or sale of units in the Trust, and
- (4) any costs incurred in modifying the Trust Deed or prospectus, including costs incurred in respect of meetings of holders convened for purposes which include the purpose of modifying the Trust Deed or prospectus, where the modification is necessary to implement changes in the law, or necessary, as a direct consequence of any change in the law, or expedient, having regard to any change in the law made by, or under, any fiscal enactment and which the Manager and the Trustee agree is in the interests of holders, or to remove obsolete provisions from the Trust Deed, such costs to include Value Added Tax (if applicable), and
- (5) the expenses of the Trustee in convening a meeting of holders convened by the Trustee alone, such expenses to include Value Added Tax (if applicable), and
- (6) liabilities on transfer of assets arising and payable as specified in 6.7.15 R of the Collective Investment Schemes Sourcebook, such liabilities to include Value Added Tax (if applicable), and
- (7) the auditor's fees (and VAT thereon) and any proper expenses of the auditor, the fees and expenses of legal, tax and other advisers of the Manager or the Trustee, and
- (8) the fees and expenditure incurred in relation to the immoveable property. "**Expenditure**" in this context means in respect of any moveable or immoveable property or property-related right or interest whatsoever which is, or may be intended to become, part of the Scheme Property, taxes, charges, costs, expenditure, outgoings or disbursements whatsoever (including abortive costs) incurred or legally committed in relation thereto including at present the following:-

- (i) researching, acquiring, developing, letting, reletting, disposing, structuring or restructuring, reinstating, varying, managing, funding, financing, refinancing, securing, profit sharing, clawback arrangements, hedging, procuring swaps, procuring underwriting, paying interest, commissions, charges and fees;
 - (ii) taxes, rates, charges, duties, levies, assessments, impositions or other outgoings whatsoever whether of a capital or revenue nature including stamp duty and stamp duty land tax, stamp duty reserve tax, transfer tax, withholding tax, transfer pricing and irrecoverable VAT;
 - (iii) to any planning authority or other competent authority or to a third party pursuant to any planning highways or similar agreement or arrangement whatsoever;
 - (iv) to agents, brokers, solicitors, attorneys, counsel, notaries, accountants, actuaries, insurers, surveyors, architects, engineers, developers, analysts, rating agencies, credit reference agencies, advertisers, marketers, information providers, enquiry agents, publishers, property managers, experts and/or arbiters and any other professional advisers and consultants whatsoever, professional or industry organisations, governments, government agencies, suppliers, contractors, security, concierge and maintenance staff whatsoever including their respective disbursements;
 - (v) valuing assets, analysing or securing independent comparative fund performance, securing financial reports and other information on and investigating actual or prospective occupiers, tenants, vendors, purchasers and any other third parties;
 - (vi) any project or development management whether internal or external;
 - (vii) for any works, systems, plant or equipment or plinishings whatsoever including environmental, demolition, building, fitting out, commissioning decommissioning, decontaminating, decorating, equipping, furnishing, repairing, replacing, maintaining, remediating, refurbishing, refurnishing, rebuilding, redecorating, re-equipping, restorative and preventative measures;
 - (viii) any rent-free or reduced period, commission, premium, fine or other financial inducement or incentive of any nature whatsoever given to any third party to induce it to enter into any lease licence renewal or other arrangement whatsoever;
 - (ix) any ground rent payable to the freeholder (where a building is owned on a leasehold basis);
 - (x) complying with any law and any obligation whatsoever including meeting obligations to banks, funders, superiors, landlords, tenants, occupiers and paying rents, costs and expenses including for voids and service charges for voids;
 - (xi) attributable to property management, expert determinations, arbitrations, dispute resolution, litigation, enforcement of rights, including employment issues, rent reviews, actual or threatened repairs and dilapidations, evictions, debt recovery, surety enforcement, forfeiture, and bad debts; and
 - (xii) any other items whatsoever properly incurred in the day to day operation of a property portfolio of the type envisaged in this prospectus including analogous items in any country in which immoveable property may be held in terms of this prospectus; and
- (9) any costs incurred in respect of meetings of holders convened on a requisition by holders, not including the Manager or an associate of the Manager, such costs to include Value Added Tax (if applicable), and
- (10) the periodical fees of the FCA in respect of the Trust as may be prescribed under the Act, or any relevant regulations made thereunder, or the corresponding periodic fees of any regulatory authority in a country or territory outside the United Kingdom in which units in the Trust are or may be marketed, and
- (11) fees in respect of the publication and circulation of the Net Asset Value of each class of unit, and

- (12) the costs of printing and distributing reports, accounts and any prospectus, and
- (13) subject to the FCA Rules, any amount payable from the scheme property under any indemnity provisions contained in the Trust Deed or any agreement with the Investment Adviser or the registrar, and
- (14) any costs incurred in forming a class of units, and
- (15) any costs and expenses incurred in relation to the winding up of the Trust, and
- (16) any other costs or expenses that may be taken out of the scheme property in accordance with the FCA Rules.

Where the expenses detailed in item (1) and (3)(ii) above arise in respect of the Trust, the full amount of any such expenses will be charged to capital. This may constrain capital growth.

Any surplus or deficit between the charges payable to the Manager which are levied on the Trust and the actual expenses incurred, will be recognised as profit or loss by the Standard Life Aberdeen group.

Winding up a Trust

The Trust will be wound up and terminated on the occurrence of any of the following events:-

1. The Authorisation Order declaring the Trust to be an authorised unit trust is revoked;
2. The passing of an extraordinary resolution winding up the Trust (provided the FCA's prior consent to the resolution has been obtained by the Manager or the Trustee);
3. The Manager or the Trustee requests the FCA to revoke the Order under s.256 of the Act subject to there being no material change in any relevant factor that, on the conclusion of the winding up the FCA will agree to that request;
4. The expiration of any period specified in the Trust Deed as the period at the end of which the Trust is to be wound up; or
5. The effective date of a scheme of arrangement which is to result in the Trust being left with no property.

The Procedure to be followed in a winding-up of a Trust is that laid down by the FCA Rules, which currently provide as follows:

- (i) Where the FCA has determined to revoke the order declaring the Trust to be an authorised unit trust scheme following the passing of an extraordinary resolution approving a scheme of arrangement the Trustee shall wind up the Trust in accordance with that resolution on the terms of the approved scheme.
- (ii) In any other case the Trustee shall, once the Trust falls to be wound up, realise the property of the Trust, and after paying thereout or retaining adequate provision for all liabilities properly so payable and retaining provision for the costs of the winding-up, distribute the proceeds of that realisation to the holders and the Manager proportionately to their respective interests in the Trust as at the date of the relevant event. Where the Trustee and one or more holders agree, the requirement to realise the property of the Trust shall not apply to that part of the property proportionate to the entitlement of that or those holders, and the Trustee may distribute that part of the Scheme Property in the form of property, after making such adjustments or retaining such provision as appears to the Trustee appropriate for ensuring that that or those holders bear a proportional share of the liabilities and costs.
- (iii) Any unclaimed net proceeds or other cash (including unclaimed distribution payments) held by the Trustee after the expiration of one year from the date on which the same became payable shall be paid by the Trustee into court subject to the Trustee having a right to retain thereout any expenses properly incurred by him relating to that payment.

The Trustee is under no obligation to distribute the realisation proceeds to any holder where the Manager or the Trustee considers it necessary or appropriate to carry out or complete identification procedures.

On completion of the winding up, where the order declaring the Trust to be an authorised unit trust scheme has not been revoked, the Trustee shall notify the FCA in writing of that fact and at the same time the Manager or Trustee shall request the FCA to revoke the Authorisation Order.

Taxation of the Trust

The following statements are intended as a general guide only, are based upon the United Kingdom law and HM Revenue & Customs practice currently in force. Tax rules may change and this section may be subject to change.

Capital Gains Tax

As the Trust is an authorised unit trust scheme, it is exempt from United Kingdom tax on capital gains or losses realised on the disposal of investments within it.

Corporation Tax

The Trust is liable to Corporation Tax on its taxable income net of management expenses as if it was a company resident in the United Kingdom but at a tax rate of 20%.

Dividends received by the Trust from a UK or overseas company are generally exempt from UK Corporation Tax. Other sources of income, for example rental income or bank deposit interest are, however, liable to Corporation Tax.

Income and gains received by the Trust in respect of investments located outside the UK may be subject to non-recoverable overseas tax. Where overseas withholding tax has been suffered on income, it may be possible to offset such tax against UK corporation tax liabilities as double tax relief.

Stamp duty and other transfer taxes including financial transaction taxes may be incurred on the purchase, sale, transfer or any other financial transaction involving investments located in the UK or outside the UK.

Certain EU member states have implemented financial transaction tax regimes. A number of EU member states have proposed introducing a wider financial transaction tax in future.

If the Trust invests primarily in cash, gilts, corporate bonds and similar assets, rather than equities, it may pay interest distributions. The gross interest distribution is relievable as an expense against income of the Trust.

Where the Trust holds an investment in any other UK or offshore fund that during the Trust's accounting period is invested directly or indirectly (through similar funds or derivatives) primarily in cash, gilts, corporate bonds and similar assets any amounts accounted for as income will be taxed as income of the Trust for the period concerned. In addition any dividends paid by such funds will be taxed as interest income.

Where a Trust holds an interest in an offshore fund that has not been certified by HM Revenue & Customs as a distributing or reporting fund, the Trust will not be exempt from tax on gains realised on disposal of the interest in the offshore fund.

Taxation of Individual Investors

The following statements relate only to the position of investors who are UK resident individuals and are beneficial owners of their units. Prospective investors should consult their own professional advisers on the potential tax consequences of acquiring, holding or selling units.

Capital Gains Tax

A liability to Capital Gains Tax may arise when an investor disposes of units.

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 (£11,300 for the tax year 2017/2018, and £11,700 for the 2018/2019 tax year). 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 units is the value of the units at the time of disposal less the total of the following:

- (a) the cost of acquiring the units less any equalisation received as detailed in the section headed Income Equalisation (below);
- (b) in the case of accumulation units only, all reinvested distributions during the period units have been held.

Income Equalisation

Income Equalisation is permitted by the Trust Deed. The price of any unit is based on the value of its entitlement in the Trust, including its entitlement to income of the Trust since the previous income allocation period (the Income Allocation Periods are detailed on page **19**). In respect of the first income allocation after an acquisition of units (known, from the date of acquisition to the end of the income allocation period, as Group 2 units, all other units being known as Group 1 units), part of the amount, the equalisation payment, is treated as a return of capital and is not liable to Income Tax. It must be deducted from the cost of the units for the purposes of calculating any gains.

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

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 units may be accumulation units. With each distribution we will send each investor a tax voucher showing the amount of income to which they are entitled, the nature of the distribution and related tax. Notes printed on the tax voucher indicate how the amount should be reflected in the investor's tax return.

- Distributions paid may be either dividend distributions or interest distributions, depending on the nature of the income of the Trust.
- Dividend income in excess of the taxpayers annual Dividend Allowance will be taxed at rates of 7.5% where this falls within the basic rate income tax band; 32.5% in the higher rate band; and 38.1% in the additional rate band.

UK taxpayers are liable to tax on an interest distribution at the rates of 20% for basic rate tax payers, at 40% for higher rate tax payers or a 45% for additional rate tax payers subject to the personal savings allowance detailed below.

The UK's personal savings allowance exempts the first £1,000 of 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 to £500 for higher rate taxpayers and additional rate taxpayers will not receive an allowance.

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

Taxation of Corporate Investors

The following statements relate to the position of UK resident corporate bodies which hold units as investments and are the beneficial owners of their units. Prospective investors should consult their own professional advisers on the potential tax consequences of acquiring, holding or selling units.

Distributions from the Trust

Distributions paid may be either dividend distributions or interest distributions, depending on the nature of the income of the Trust.

Dividend distributions received by UK resident corporate bodies have to be split into that part which relates to dividend income of the Trust and that part which relates to other income of the Trust. The part relating to dividend income of the Trust is not liable to tax in the hands of the investor unless the distribution is paid in respect of a Trust holding to which section 490 of the Corporation Tax Act 2009 applies. The part relating to other income of the Trust is taxable as if it were an annual payment in the hands of the investor and is subject to Corporation Tax. This part of the income is deemed to be received net of an Income Tax deduction of 20% which can be reclaimed or offset against the investor's liability to Corporation Tax.

The Trust may receive income net of foreign tax and may offset this foreign tax against its UK tax liability. In these circumstances a corresponding element of the other income part of the dividend distribution and related Income Tax credit will be treated respectively as foreign income received and foreign tax paid by the corporate investor. The foreign tax paid can be used to reduce the investor's liability to Corporation Tax on the foreign income.

Interest distributions are taxable in the hands of the investor as interest income.

Note: Interest distributions are no longer paid with a deduction of UK Income Tax at 20%.

It is the investor's responsibility to claim any repayment due or to settle any tax due directly with their own tax office.

Profits on disposal of units

Any profits arising on the disposal of units by a UK resident corporate investor may be subject to Corporation Tax on chargeable gains except where the Trust does not satisfy the qualifying investments test set out at section 493 of the Corporation Tax Act 2009.

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

- (a) the cost of acquiring the units less any equalisation received as detailed in the section headed Income Equalisation (below);
- (b) in the case of accumulation units only, all reinvested distributions during the period units have been held;
- (c) an indexation factor, based on increases in the Retail Price Index during the period units have been held.

Where the Trust does not satisfy the qualifying investments test (broadly where at some point in the accounting period over 60% of the value of the investments of the Trust comprise cash, gilts, corporate bonds and similar assets) then UK resident corporate investors must treat the shareholdings as if they are a loan relationship for UK Corporation Tax purposes.

Movements in the value of the units will then be subject to Corporation Tax on an annual basis irrespective of whether a disposal has occurred.

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.

Income Equalisation

Income Equalisation is permitted by the Trust Deed. The price of any unit is based on the value of its entitlement in the Trust, including its entitlement to income of the Trust since the previous income allocation period (the Income Allocation Periods are detailed on page **19**). In respect of the first income allocation after an acquisition of units (known, from the date of acquisition to the end of the income allocation period, as Group 2 units, all other units being known as Group 1 units), part of the amount, the equalisation payment, is treated as a return of capital and is not liable to Income Tax. It must be deducted from the cost of the units for the purposes of calculating any gains.

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

US Foreign Account Tax Compliance

Due to US tax legislation, the Foreign Account Tax Compliance Act ("FATCA"), which can affect financial institutions such as the Trust, the Trust may need to disclose the name, address, taxpayer identification number and investment information relating to certain US investors who fall within the definition of Specified US Person in FATCA that own, directly or indirectly, an interest in certain entities, as well as certain other information relating to such interest, to HM Revenue & Customs, who will in turn exchange this information with the Internal Revenue Service of the United States of America. The UK has entered into an inter-governmental agreement ("IGA") with the US to facilitate FATCA Compliance. Under this IGA, FATCA Compliance will be enforced under UK tax legislation and reporting.

While the Manager shall use reasonable endeavours to cause the Manager to avoid the imposition of US federal withholding tax under FATCA, the extent to which the Manager is able to do so and report to HM Revenue & Customs will depend on each affected unitholder in the Trust providing the Trust or its delegate with any information that the Trust determines is necessary to satisfy such obligations. The 30% withholding tax regime could apply if there is a failure by unitholders to provide certain required information.

By signing the application form to subscribe for units in the Trust, each affected unitholder is agreeing to provide such information upon request from the Trust or its delegate. If the required information is not provided to us, information about an investor's shareholding may be passed to HM Revenue & Customs in order to be passed on to other tax authorities including the IRS. The Trust may exercise its right to completely redeem the holding of an affected unitholder (at any time upon any or no notice) if he fails to provide the Trust with the information the Trust requests to satisfy its obligations under FATCA.

Other Reporting to Tax Authorities

The UK and a number of other jurisdictions have also agreed to enter into multilateral arrangements modelled on the Common Reporting Standard for Automatic Exchange of Financial Account Information ("CRS") published by the Organisation for Economic Co-operation and Development ("OECD"). This allows for the automatic exchange of financial information between tax authorities. These agreements and arrangements, as transposed into UK law, may require the Trust, as a UK Financial Institution, (or the Manager on its behalf) to provide certain information to HM Revenue & Customs about investors from the jurisdictions which are party to such arrangements (which information will in turn be provided to the relevant tax authorities). The information that may be exchanged includes (but is not limited to) name, address, date of birth, taxpayer identification number and investment information.

In light of the above, holders in the Trust and, in some cases their financial intermediaries, may be required to provide certain information (including personal information) to the Manager to enable it to comply with the terms of the UK law. If the required information is not provided to us, information about an investor's shareholding may be passed to HM Revenue and Customs in order to be passed on to other tax authorities. Where a holder fails to provide any

requested information (regardless of the consequences), the Manager reserves the right to take any action and/or pursue all remedies at its disposal to avoid any resulting sanctions including, without limitation, compulsory redemption or withdrawal of the holder concerned.

Benchmarks Regulation

The EU Benchmark Regulation requires the Manager to produce and maintain a robust contingency plan setting out the actions that it would take in the event that a benchmark (as defined by the EU Benchmark Regulation) which is used materially changes or ceases to be provided. The Manager shall comply with this obligation. Further information on the plan is available on request.

The Manager is required under the EU Benchmark Regulation to use only benchmarks which are provided by authorised benchmark administrators that are present in the register of administrators maintained by the European Securities and Markets Authority, pursuant to Article 36 of the Benchmarks Regulation. The Manager shall comply with this obligation. Benchmarks are used for the purposes of fund portfolio construction, risk monitoring and performance measurement.

General Information

Copies of the Trust Deed (and of any deed supplementary thereto) and the most recent Manager's annual and half-yearly reports and prospectus are available for inspection free of charge during normal business days (Monday - Friday) between 9am and 5pm at the Manager's Registered Office at Bow Bells House, 1 Bread Street, London, EC4M 9HH. Copies of the Trust Deed and most recent annual and half-yearly reports of the Trust and current prospectus may also be obtained from the Manager at the above address on request, subject in the case of the Trust Deed, to a charge of £5.00 per copy.

Trust Report and Accounts

The annual report in respect of the Trust will be published in long form within four months of the annual accounting date (currently the publication date is 31 August). The half yearly accounting period ends on 31 October and half-yearly reports in long form will be made up to such date each year and published within two months (currently the publication date is 31 December). The accounts contained in the annual and half yearly reports will be prepared in accordance with the FCA Rules and the Statement of Recommended Practice for Financial Statements of Authorised Funds (published from time to time). Copies of the long report and accounts will be available on request. A copy of the latest annual or half-yearly report will be provided free of charge on the request of any person eligible to invest in the Trust before the conclusion of any sale.

The annual and half-yearly reports of the Trust will include a portfolio statement setting out the investments of the Trust at the end of the period to which the report relates. The annual report of the Trust 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 Trust, which the Manager is required to provide to holders on a periodic basis under 3.2.5 R and 3.2.6 R of the Investment Funds Sourcebook.

Investment Powers, Restrictions and Conditions

The investment powers of the Manager are contained in the FCA Rules. The property of the Trust will be managed with the aim of achieving the investment objective of the Trust but subject always to the limits of investment set out in 5.6 R of the Collective Investment Schemes Sourcebook and the Trust Deed, as applicable. The general investment powers as they apply to a non-UCITS retail scheme are set out in Appendix 1. Subject to these, the following supplemental restrictions and conditions apply:-

Cash

The Trust will hold cash and near cash in pursuit of its investment objective and to enable redemption of units when it may reasonably be regarded as necessary. It is anticipated that normally no more than 20% in value of the Trust's assets will be held in cash or near cash at any one time however, it may rise above this from time to time.

Warrants

Notwithstanding the provisions of the FCA Rules, not more than 5% of the Trust's assets may be invested in transferable securities which are warrants. Call options are not deemed to be warrants for the purposes of this 5% restriction.

Derivatives

The Trust may use property derivatives in accordance with the FCA Rules for the purposes of efficient portfolio management (including hedging). It is not envisaged that their use would affect the risk profile of the Trust. If anything, derivatives would be used to reduce an element of risk.

Immoveable Property

In terms of the FCA Rules, the Manager must obtain the consent of the Trustee for the acquisition or disposal of immoveable property. A list of the countries or territories in which the Trust may hold immoveable property is set out in Appendix 3. All immoveable property forming part of the property of the Trust will be fully insured against the risks of physical loss or damage and other perils considered appropriate by the Manager. All costs of such insurance will be charged to the Trust.

Units in Collective Investment Schemes

Notwithstanding the provisions of the FCA Rules, no more than 15% of the value of the property of the Trust may consist of units of other collective investment schemes and the Trust may only invest in collective investment schemes which themselves have terms which limit their investment in collective investment schemes. Subject to the FCA Rules, the scheme property may include units in one or more collective investment schemes which are managed or operated by the Manager or an Associate (as defined for the purposes of the FCA Rules) of the Manager, or (in the case of any such collective investment scheme which is an investment company with variable capital) in relation to which the Manager or its Associate is the authorised corporate director.

Borrowing

The Manager has the right to exercise the full powers as set out in the FCA Rules in relation to borrowing as and when the Manager considers that the circumstances make it appropriate to do so.

Gold

Notwithstanding the provisions of the FCA Rules, the Trust may not invest in gold.

Eligible Markets

The Manager may deal through any market in an EEA State which is regulated, operates regularly and is open to the public. In addition, the Manager may deal through any other eligible market being a market which the Manager, after consultation with and notification to the Trustee, has decided to choose as one which is appropriate for the purpose of investment of or dealing in the property of the Trust. Any such market must operate regularly, be regulated, recognised, be open to the public, be adequately liquid and have adequate arrangements for unimpeded transmission of income and capital to or to the order of investors. A list of the eligible markets is set out in Appendix 2. An eligible market may be added to this list in accordance with the FCA Rules.

Investment Adviser

The Manager has entered into an Investment Management Agreement with Standard Life Investments Limited ('Standard Life Investments'). Standard Life Investments is the Investment Adviser to the Trust.

Standard Life Investments was incorporated as a private limited liability company under the Companies Acts on 27 February 1990 in Scotland (Registered Number 123321). Its Registered Office is at 1 George Street, Edinburgh, EH2 2LL. It has an issued fully paid up share capital of £34,440,000.

Standard Life Investments is a subsidiary of Standard Life Aberdeen plc. Its principal activity is investment management business. It is authorised to carry on investment business in the United Kingdom by virtue of it being authorised and regulated by the Financial Conduct Authority.

The Investment Management Agreement reflects the requirements of the FCA Rules relating to termination and otherwise can be terminated on not less than 3 months' notice.

Standard Life Investments has full authority to make all investment decisions on behalf of the Manager concerning the property of the Trust which is managed by it.

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

The Manager also employs Standard Life Investments to perform certain activities involving valuation, pricing, dealing and other back office functions. Standard Life Investments is permitted to sub-delegate these functions to other persons.

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

Holders have no personal right to directly enforce any rights or obligations under the Investment Management Agreement.

Transfer Agency

The Manager has appointed DST Financial Services Europe Limited ("DST UK Limited") and DST Limited (together "DST") to provide the services of a transfer agent.

These services include processing applications for the sale and redemption of units, the servicing of certain investor requests and enquiries and other administration services relating to the Trust.

The Manager discharges, at its own expense out of the aggregate revenue received by it out of the Trust, the fees of DST.

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

Marketing Services

The Manager has delegated the drawing up of marketing literature to Standard Life Investments Limited.

The Manager discharges, at its own expense out of the aggregate revenue received by it out of the Trust, the fees of Standard Life Investments Limited.

Standing Independent Valuers

The Standing Independent Valuers of the Trust are as follows:

CB Richard Ellis Limited
Henrietta House
Henrietta Place
London
W1G 0NB

Cushman & Wakefield LLP
Praca Jose Lannes
40 – 3 Floor
São Paulo - SP – Brazil
Brazil 04571-100

Jones Lang LaSalle Limited
Av. das Nações Unidas, 12551
23° andar
04578-903
São Paulo, SP
Brazil

The Standing Independent Valuers are responsible for valuing the immovable property of the Trust in accordance with the FCA Rules. The Manager has entered into agreements with the Standing Independent Valuers. CB Richard Ellis Limited has an initial three year appointment that will continue until terminated in accordance with the agreement. The agreements with Cushman & Wakefield LLP and Jones Lang LaSalle Limited may be terminated by either party on giving 30 calendar days written notice. The Standing Independent Valuers are entitled to receive fees out of the Scheme Property for services rendered in relation to the valuation of the immovable property of the Trust.

The Standing Independent Valuers are independent of the Trustee and the Manager. To the extent that there may be a conflict of interest to a transaction being carried out on behalf of the Trust, an appropriate valuer, in terms of the FCA Rules, would be appointed.

Conflicts of Duty or Interest

The Manager and the Investment Adviser may, from time to time, act as investment managers or advisers to other collective investment schemes (or sub-funds thereof or to other persons), which follow similar investment objectives, policies or strategies to those of the Trust. It is therefore possible that either of those parties may in the course of its business have potential conflicts of duty or interest with the Trust. Each of the Manager and the Investment Adviser will, however, have regard in such event to their respective obligations under the FCA Rules, Trust Deed, the Investment Management Agreement, or other agreement and, in particular, having regard to their obligations to other clients when undertaking any investment where potential conflicts of interest may arise.

From time to time conflicts of interest may arise from the appointment by the Trustee of any of its delegates. For example, Citibank N.A., which has been appointed by the Trustee to act as custodian of the Trust'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. Citibank N.A. and any other delegates are required to manage any such conflict having regard to the FCA Rules and its duties to the Trustee and the Investment Adviser.

Additional Information

Holders will be contacted by post at their last known address held on the register for the service of any notice or documents in respect of a holder meeting or any such matter of which a holder should be notified.

A holder is not liable to make any further payment after he has paid the purchase price of his units in full and no further liability can be imposed on him in accordance with the FCA Rules.

The information in this prospectus is based on the Manager's understanding of the current law and practice at the date of publication. It does not set out to give specific legal or tax advice.

Words and expressions which are defined in the Act, in the FCA Rules or in the Glossary have the same meanings where they are used in this prospectus (except where inconsistent with the context) and any references to any statute or statutory instrument or other regulation shall be deemed to include a reference to such statute, or statutory instrument, or other regulation, as from time to time amended and to any codifications, consolidation or re-enactment thereof, as from time to time in force.

Any person relying on this prospectus, which is current at the date shown on the cover of this prospectus, should first check with the Manager that this is the most current version and that no revisions or corrections have been made since this version was issued.

Liquidity Management Policy

In accordance with the FCA Rules, the Manager has in place a liquidity management policy to monitor and ensure that the Trust has sufficient liquidity taking into account its investment objective, liquidity profile and the redemption rights of holders. The policy requires the Manager to ensure that appropriate levels of liquidity are held within the Trust 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 Manager undertakes a detailed review of the policy with an assessment being presented to the Manager's board of directors. For more information on the redemption rights of holders please refer to the section under the headings "Selling Units" on page **12** and "Suspension of Dealing" on page **14**.

Order Execution Policy

The Manager 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 Manager is required to have an order execution policy in place detailing how it will act in line with the best interests of the Trust 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 Manager's order execution policy will be provided free of charge on the request of any holder in the Trust.

Voting Rights Strategy

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

Jurisdiction, Recognition and Enforcement of Judgments

The investment by holders in the Trust is governed by the law of Scotland.

Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the "Brussels Regulation") sets out a system for the allocation of jurisdiction and for the reciprocal enforcement of judgments between Member States of the European Union. Subject to the Brussels Regulation and the circumstances of a particular claim, holders residing outside of the UK may be able to bring a claim before their local court and have that judgment enforced in the UK.

Treating Customers Fairly

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

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

Complaints

If you have a complaint, please send full details to the Manager at the following address.

Aberdeen Standard Fund Managers Limited
PO Box 12233
Chelmsford
CM99 2EE

The Manager has a written Internal Complaints Handling Procedure which can be provided to you on request. This explains how your complaint will be handled and how you can take matters further. Making a complaint will not affect your right to take legal proceedings.

All complaints will be investigated and, if the complaint is not resolved to the satisfaction of the complainant within 8 weeks after its receipt by the Manager, the complainant may be entitled to refer the complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service will normally only consider your complaint after having given Aberdeen Standard Fund Managers Limited the opportunity to resolve the complaint to the satisfaction of the customer.

The address for the Financial Ombudsman is:
The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Appendix 1

Investment Powers and Restrictions

Except as otherwise indicated in this prospectus under the heading "Investment Powers, Restrictions and Conditions" on page 30, the property of the Trust may be invested in any investments in which the property of a non-UCITS retail scheme is permitted to be invested in, by the FCA Rules, but not otherwise.

The following is a summary of the investment limits under the FCA Rules which apply to a non-UCITS retail scheme:-

1. The property of a non-UCITS retail scheme may except where otherwise provided for in 5.6 R of the Collective Investment Schemes Sourcebook, consist of any one or more of:-
 - transferable securities;
 - money-market instruments;
 - units in collective investment schemes (see 15 below);
 - derivatives and forward transactions;
 - deposits (see 11 below);
 - immoveables (see 18 to 25 below); and
 - gold (see 12 below).

Transferable securities, including warrants, and money-market instruments must, subject to 2 and 3 below, (i)(a) be admitted to or dealt in on an eligible market, (i)(b) be recently issued transferable securities provided the terms of the issue include an undertaking that application will be made to be admitted to an eligible market and such admission is secured within a year of issue, (i)(c) be approved money-market instruments (as defined for the purposes of the FCA Rules) not admitted to or dealt in on an eligible market provided certain requirements of the FCA Rules are satisfied and, subject to a limit of 20% in value of the scheme property be transferable securities which are not within (i) above or money-market instruments which are liquid and have a value which can be determined accurately at any time.

2. Not more than 20% in value of the scheme property may consist of transferable securities which are not within 1(i) above.
3. Not more than 20% in value of the scheme property may consist of money-market instruments which are not liquid nor which have a value which can be determined accurately at any time.
4. The limitations in 5 to 8 do not apply in respect of transferable securities or approved money market instruments issued by an EEA State, a local authority of an EEA State, a non-EEA State or a public international body to which one of more EEA States belong.
5. Not more than 20% in value of the scheme property may consist of deposits with a single body.
6. Not more than 10% in value of the scheme property may consist of transferable securities or money-market instruments issued by any single body, except that (i) the figure of 10% may be increased to 25% in value of the scheme property in respect of covered bonds; and (ii) the figure of 10% may be increased to 20% in value of the scheme property in shares and debentures which are issued by the same body where the aim of the investment policy of that scheme is to replicate the performance or composition of an index (which index must have a sufficiently diverse composition, be representative of a benchmark for the market to which it refers and be published in an appropriate manner). Where justified by exceptional market conditions and in respect of one body only, the figure of 20% may be increased to 35%.

7. The exposure to any one counterparty in an over the counter (OTC) derivative transaction must not exceed 10% in value of the scheme property. For the purposes of calculating the limit in this paragraph 7,
 - (1) 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 certain conditions specified in the FCA Rules; and
 - (2) OTC derivative positions with the same counterparty may be netted provided that the netting procedures comply with certain conditions set out in the Banking Consolidation Directive and are based on legally binding agreements.

In applying this paragraph, all derivatives transactions are deemed to be free of counterparty risk if they are performed on an exchange where the clearing house is : (a) backed by an appropriate performance guarantee; and (b) is characterised by a daily mark-to-market valuation of the derivative positions and an at least daily margining.

8. Subject to 15 below up to 35% in value of the scheme property may consist of the units of any one scheme.
9. transferable securities or approved money market instruments issued by any one body which is an EEA State, a local authority of an EEA State, a non-EEA State or a public international body to which one or more EEA States belong, in which case there is no limit on the amount which may be invested in such securities or instruments or in any one issue.
10. More than 35% in value of the scheme property can be invested in transferable securities or approved money market instruments issued by any one body which is an EEA State, a local authority of an EEA State, non-EEA State or a public international body to which one of more EEA States belong provided that (a) the manager has before any such investment is made consulted with the trustee and as a result considers that the issuer of such securities or instruments is one which is appropriate in accordance with the investment objective of the trust; (b) no more than 30% in value of the scheme property of that trust consists of such securities or instruments of any one issue; (c) the scheme property of that trust includes such securities or instruments issued by that or another issuer of at least six different issues; and (d) certain details have been disclosed in the prospectus.
11. A non-UCITS retail scheme may invest in deposits only with an approved bank and which are repayable on demand or have the right to be withdrawn, and mature in no more than twelve months.
12. Not more than 10% in value of the scheme property may include gold.
13. In and for the purposes of 6, 9 and 10 above, "issue", "issued" and "issuer" include "guarantee", "guaranteed" and "guarantor" and an issue differs from another if there is a difference as to repayment date, rate of interest, guarantor or other material terms of the issue.

NIL AND PARTLY PAID SECURITIES

14. Nil or partly paid securities are only eligible for investment provided it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the scheme, at the time when payment is required, without contravening the rules of Chapter 5 of the Collective Investment Schemes Sourcebook.

UNITS IN COLLECTIVE INVESTMENT SCHEMES

15. A non-UCITS retail scheme must not invest in units in a collective investment scheme unless that other scheme (1) (a) satisfies the conditions necessary for it to enjoy the rights conferred by the UCITS Directive; or (b) is a non-UCITS retail scheme; or (c) is recognised under the provisions of section 270 of the Act; or (d) is constituted outside the UK and the investment and borrowing powers of which are the same or more restrictive than those of a non-UCITS retail scheme; or (e) is a scheme not falling within (a) to (d) and in respect of which no more than 20% in value of the scheme property (including any transferable securities

which are not approved securities) is invested; (2) operates on the principle of the prudent spread of risk; (3) is prohibited from having more than 15% in value of the property of its scheme property consisting of units in collective investment schemes; and (4) the participants must be entitled to have their units redeemed in accordance with the scheme at a price (a) related to the net value of the property to which the units relate and (b) determined in accordance with the scheme.

16. A non-UCITS retail scheme may invest in another collective investment scheme managed or operated by, or which has as its authorised corporate director, the manager or an associate of the manager provided that certain provisions of the FCA Rules regarding investment in such scheme are complied with.

DERIVATIVES AND FORWARD TRANSACTIONS

17. Only certain types of derivatives and forward transactions can be effected for a non-UCITS retail scheme, namely:-

- transactions in approved derivatives (i.e. traded or dealt in on an eligible derivatives market); and
- permitted over the counter transactions in derivatives.

The underlying must consist of any or all of the following (to which the scheme is dedicated): transferable securities; permitted money-market instruments; permitted deposits; permitted derivatives; permitted collective investment scheme units; financial indices (which satisfy the criteria in 5.2.20 A R of the Collective Investment Schemes Sourcebook); interest rates; foreign exchange rates and currencies. A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market. A derivatives transaction must not cause the non-UCITS retail scheme to diverge from its stated investment objective and must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more transferable securities, money-market instruments, collective investment scheme units or derivatives.

Any forward transaction must be with an eligible institution or an approved bank.

Where a non-UCITS retail scheme invests in derivatives, the exposure to the underlying assets must not exceed the limits in points 5 to 9 above.

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

Subject to the manager taking account of the requirements of 5.6.3 R of the Collective Investment Schemes Sourcebook, where the trust invests in an index-based derivative, the underlying constituents of the index do not have to be taken into account for the purposes of 5.6.7 R and 5.6.8 R of the Collective Investment Schemes Sourcebook provided the relevant index falls within 5.6.23 R of the Collective Investment Schemes Sourcebook.

A derivative or forward transaction which will or could lead to the delivery of property for the account of a non-UCITS retail scheme may be entered into only if such property can be held for the account of such trust and the manager having taken reasonable care determines that delivery of the property under the transaction will not occur and will not lead to a breach of the FCA Rules.

Except in relation to deposits, no agreement by the manager on behalf of the trust to dispose of property or rights may be made unless the obligation (and any other similar obligation) could immediately be honoured by delivery of the property or the assignment (or, in Scotland, assignation) of rights and the property and rights are owned on behalf of the trust at the time of the agreement.

A transaction in an over the counter derivative must be (1) with an approved counterparty (namely an eligible institution, an approved bank or a person whose FCA permission or Home State authorisation permits it to enter into the transaction as principal off-exchange); (2) on approved terms (i.e. the manager 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); (3) capable of reliable valuation (i.e. if the manager having taken reasonable care determines that, throughout the life of the derivative (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy on the basis of an up-to-date market value which the manager and the trustee have agreed is reliable or (if this is not available) on the basis of a pricing model which the manager and the trustee have agreed uses an adequate recognised methodology); and (4) subject to verifiable valuation (i.e. if throughout the life of the derivative (if the transaction is entered into) verification of the valuation is carried out by an appropriate third party which is independent from the counterparty at an adequate frequency in such a way that the manager is able to check it, or by a department within the manager which is independent from the department managing the scheme property and which is adequately equipped for such a purpose).

For the purposes of the above, "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.

Cover for transactions in derivatives and forward transactions

Investment in derivatives and forward transactions may be made as long as the exposure to which the Trust is committed by that transaction itself is suitably covered from within the scheme property of the Trust. The Trust is required to hold scheme property sufficient in value or amount to match the exposure arising from a derivative obligation to which the Trust is committed. In other words, the exposure must be covered "globally". The Manager must ensure that the global exposure relating to derivatives and forward transactions do not exceed the net value of the scheme property of the Trust.

PROPERTY

18. Subject to 19 below, up to 100% of the scheme property of a non-UCITS retail scheme may be held in property (for these purposes land or building ("immovable")) provided that the immovable is (1) situated in a country or territory identified in the prospectus; and (2) if situated in England and Wales or Northern Ireland is a freehold or leasehold interest or if situated in Scotland is any interest or estate in or over land or heritable right including a long lease or if situated outwith England, Wales, Northern Ireland or Scotland is equivalent to any of those interests above (or, if no such equivalent interest is available in the jurisdiction, is an interest that grants beneficial ownership of the immovable to the scheme and provides as good a title as any of the interests above); and (3) the manager must have taken reasonable care to determine that the title to the immovable is a good and marketable title; and (4) the manager must have received a report from an appropriate valuer containing a valuation of the immovable (with and without any relevant subsisting mortgage) and either a statement that in his opinion the immovable, if acquired by the scheme, would be capable of being disposed of reasonably quickly at that valuation or that the immovable is adjacent to or in the vicinity of another immovable included in the scheme property or is another legal interest (see (3) above) in an immovable already included in the scheme property (both of which for the purposes of the investment limits within 5.6 R of the Collective Investment Schemes Sourcebook are to be regarded as one immovable) and that in his opinion 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; and (5) that an immovable must be (a) bought or be agreed by enforceable contract to be bought within six months after the receipt of the report of the appropriate valuer; (b) not be bought if it is apparent to the manager that the appropriate valuer's report could no longer be reasonably relied upon; and (c) not be bought at more than 105% of the valuation for the relevant immovable in the appropriate valuer's report.
19. Not more than 15% in value of the scheme property of a non-UCITS retail scheme is to consist of any one immovable. Immovables which are adjacent to or in the vicinity of one another, or which are different legal interests in one immovable, shall be regarded as one immovable for this purpose. The figure of 15% may be increased to 25% once the immovable has been included in the scheme property.
20. The scheme property may be invested in an intermediate holding vehicle or a series of intermediate holding vehicles for the purpose of holding overseas immovable property.

21. Not more than 20% in value of the scheme property of a non-UCITS retail scheme is to consist of mortgaged immoveables and any mortgage must not secure more than 100% of the value provided by the appropriate valuer (on the assumption that the immoveable is not mortgaged).
22. The aggregate value of:
- (a) mortgages secured on immoveables secured under paragraph 21 above;
 - (b) borrowing of the scheme; and
 - (c) any transferable securities that are not approved securities;
- must not at any time exceed 20% of the value of the scheme property.
23. Not more than 50% in value of the scheme property of a non-UCITS retail scheme may consist of immoveables which are unoccupied and non-income producing or in the course of substantial development, redevelopment or refurbishment.
24. The income receivable from any one group in any accounting period must not be attributable to immoveables comprising more than 25% (which figure may be increased to 35% in the case of a government or public body) of the value of the scheme property of a non-UCITS retail scheme.
25. No option may be granted to a third party to buy any immoveable comprised in the scheme property of a non-UCITS retail scheme unless the value of the relevant immoveable does not exceed 20% of the value of the scheme property (together with, where appropriate, the value of units in unregulated collective investment schemes and any transferable securities which are not approved securities).

STOCK LENDING

26. The trustee may, acting in accordance with the instructions of the manager, enter into repo contracts and certain stock lending transactions. Such transactions must comply with the requirements of the FCA Rules which state, inter alia that:-
- all the terms of the agreement under which securities are to be reacquired by the trustee are in a form which is acceptable to the trustee and are in accordance with good practice;
 - the counterparty is for the purposes of the Act:
 - an authorised person; or
 - a person authorised by a Home State regulator; or
 - a person registered as a broker or dealer with the Securities and Exchange Commission of the United States of America, or certain banks or bank branches as permitted by the FCA Rules; and
 - high quality and liquid collateral is obtained to secure the obligation of the counterparty and the collateral is acceptable to the trustee; is adequate in terms of the FCA Rules and is sufficiently immediate (i.e. that it can be transferred before or at the time of the transfer of the securities by the trustee or the trustee takes reasonable care to determine before or at the time of transfer the collateral will be transferred at the latest by the close of business on the day of the transfer).

Such transactions must comply with the relevant requirements of the Taxation of Chargeable Gains Act 1992 together with the requirements of the FCA Rules.

Note: The Trustee will not enter into repo contracts for the Trust nor deal with counterparties who are not authorised persons or persons authorised by a Home State regulator.

The Trust does not currently engage in stock lending.

UNDERWRITING PLACINGS

27. Agreements and understandings with regard to the underwriting and sub-underwriting or the acceptance of placing commitments may also, subject to certain conditions set out in the FCA Rules, be entered into for the account of a non-UCITS retail scheme.

LIQUIDITY

28. The scheme property of a non-UCITS retail scheme may consist of cash and near cash as may reasonably be regarded as necessary to enable the pursuit of the trust's investment objectives; or the redemption of units; or the efficient management of a trust in accordance with its objectives; or other purposes which may reasonably be regarded as ancillary to the investment objective of the trust.

BORROWING

29. The trustee may, in accordance with the FCA Rules, and on the instruction of the manager, subject to any restrictions in the trust deed borrow from eligible institutions or approved banks (both as defined in the FCA Rules) on the terms that the borrowing is repayable out of the property of the scheme property within the limits prescribed in the FCA Rules from time to time.

The FCA Rules currently provide that the manager must ensure that the borrowing of a trust which is a type of non-UCITS retail scheme must not, on any business day, exceed 10% of the value of the property of that trust. These restrictions on the trustee's borrowing powers do not apply to a back-to-back borrowing for currency hedging purposes.

LEVERAGE

30. The term "leverage" is defined under Directive 2011/61/EU on Alternative Investment Fund Managers as any method by which the Manager increases the exposure of the Trust whether through borrowing of cash or securities, or leverage embedded in derivative positions or by any other means. The Manager has, in accordance with the FCA Rules, set the maximum level of leverage which the Trust 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 Trust, 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 Trust while the "commitment" method takes into account netting or hedging arrangements put in place.

The maximum level of exposure to be employed by the Manager on behalf of the Trust, calculated in accordance with the "gross" method, is 400% (4:1).

The maximum level of exposure to be employed by the Manager on behalf of the Trust, calculated in accordance with the "commitment" method, is 200% (2:1).

Typical types and sources of leverage which the Trust 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 "Other information regarding the Trust" on page 6.

RISK MANAGEMENT

The Manager must use a risk management process enabling it to monitor and measure as frequently as appropriate the risk of a scheme's positions and their contribution to the overall risk profile of the scheme. Before using this process in connection with derivatives and forwards positions, the manager will notify the FCA of the relevant details of the risk management process.

Appendix 2

ELIGIBLE MARKETS IN EEA STATES

The Trust may deal through securities and derivatives markets in any EEA State which are regulated, operate regularly and are open to the public.

The Fund may also deal through the securities and derivatives markets indicated below.

Investment will be made in accordance with the investment and objective of the Trust. A market may be added to each of the lists below in accordance with the FCA Rules.

ELIGIBLE SECURITIES MARKETS

AUSTRALIA

ASX Group Limited

BRAZIL

BM&F Bovespa

CANADA

The Toronto Stock Exchange

TSX Ventures

CHILE

Bolsa de Comercio de Santiago

CHINA

Shanghai Stock Exchange

Shenzhen Stock Exchange

HONG KONG

Hong Kong Exchanges & Clearing Limited

INDIA

Bombay Stock Exchange

National Stock Exchange

INDONESIA

Indonesia Stock Exchange

ISRAEL

Tel Aviv Stock Exchange

JAPAN

Tokyo Stock Exchange

Fukuoka Stock Exchange

Nagoya Stock Exchange

Osaka Securities Exchange

Sapporo Securities Exchange

JASDAQ Stock Exchange

Mothers Market

TSE J-Reit

KOREA

Korea Exchange

MALAYSIA

Bursa Malaysia Securities Berhad

MEXICO

Bolsa Mexicana de Valores (Mexican Stock Exchange)

NEW ZEALAND

New Zealand Exchange Limited

PERU

Bolsa de Valores de Lima

PHILIPPINES

Philippines Stock Exchange

SINGAPORE

Singapore Exchange

SOUTH AFRICA

Johannesburg Securities Exchange

TAIWAN

Taiwan Stock Exchange
Gre Tai Securities Market

THAILAND

Stock Exchange of Thailand

TURKEY

Istanbul Stock Exchange

UNITED STATES

Chicago Stock Exchange
International Securities Exchange
NYSE Euronext
NASDAQ
National Stock Exchange
The market in transferable securities issued by or on behalf of the Government of the United States of America conducted through those persons for the time being recognised and supervised by the Federal Reserve Bank of New York and known as primary dealers

OTHERS

SIX Group (Switzerland)

ELIGIBLE DERIVATIVES MARKETS**AUSTRALIA**

ASX Group Limited

BRAZIL

BM&F Bovespa

CANADA

Montreal Exchange Inc

HONG KONG

Hong Kong Exchanges & Clearing Limited

JAPAN

Tokyo Stock Exchange
Tokyo Financial Exchange
Osaka Securities Exchange

KOREA

Korea Exchange

SINGAPORE

Singapore Exchange

SOUTH AFRICA

Johannesburg Securities Exchange
The South African Futures Exchange

UNITED STATES

CME Group
Chicago Board Options Exchange
International Securities Exchange
NYSE Euronext

OTHERS

SIX Group (Switzerland)

Appendix 3

The following is a list of the countries or territories in which the Trust may hold immovable property:-

- The United Kingdom
- Australia
- Austria
- Belgium
- Brazil
- Canada
- China
- The Czech Republic
- Denmark
- Finland
- France
- Germany
- Greece
- Hong Kong
- Hungary
- Iceland
- India
- Ireland
- Italy
- Japan
- Jersey
- Liechtenstein
- Luxembourg
- Malta
- Mexico
- The Netherlands
- Norway
- Poland
- Portugal
- Russia
- Singapore
- Spain
- Sweden
- Ukraine
- United States

Appendix 4

Valuations

General

Each unit linked to the Trust represents, in microcosm the overall property of the Trust: so valuation of units in the Trust is achieved, in broad outline, by valuing the property in the Trust, and dividing that value by the number of units in existence.

Valuations

Valuations are normally made at 12 noon ('the valuation point') on each normal Dealing Day (see 'Valuation' on page **17**).

The calculation of prices of units commences at or about the valuation point on each Dealing Day. The Manager may carry out additional valuations in accordance with the FCA Rules if it considers it desirable to do so. Valuations will not be made during a period of suspension of dealings (see page **14**). The Manager is required to notify the unit price to the Trustee on completion of each valuation.

The moveable property of the Trust is valued on the following basis:

1. Transferable securities are valued:
 - (a) if a single price for buying and selling the security is quoted, at that price; or
 - (b) if separate buying and selling prices are quoted, the average of the two prices.
 - (c) if, in the opinion of the Manager, 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 Manager's best estimate of the value of the security, at a value which, in the opinion of the Manager, is fair and reasonable.
2. Collective investment schemes are valued:
 - (a) if a single price for buying and selling units or shares is quoted, at that price; or
 - (b) 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 or preliminary charge included therein and the selling price has been increased by any exit or redemption charge attributable thereto; or
 - (c) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the Manager's best estimate of the value of the units or shares, at a value which, in the opinion of the Manager, is fair and reasonable.
3. Any other property will be valued at what the Manager considers a fair and reasonable mid-market price.
4. Cash and amounts held in current, deposit and margin accounts and other time-related deposits are valued at their nominal value.
5. 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.

6. Exchange-traded derivative contracts will be valued:
 - (a) if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price; or
 - (b) if separate buying and selling prices are quoted, at the average of the two prices.
7. Over-the-counter derivative contracts shall be valued on the basis of an up-to-date market valuation which the Manager and the Trustee have agreed is reliable or if this is not available, on the basis of a pricing model which the Manager and the Trustee have agreed.
8. In valuing assets, any fiscal or other charges paid or payable on the acquisition or disposal of the asset are excluded.
9. Deductions are made for anticipated tax liabilities, for an estimated amount of other liabilities payable out of the property of the Trust and for outstanding borrowing together with accrued but unpaid interest.
10. Amounts are added in respect of estimated, recoverable tax and any other amounts due to be paid into the Trust, including interest accrued or deemed to accrue.
11. Currencies or values in currencies other than base currency of the Trust 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 units.

The immovable property of the Trust will be valued in accordance with 5.6.20 R of the Collective Investment Schemes Sourcebook.

For the above purposes, all instructions given to issue or cancel units shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case.

In circumstances where the accuracy of the securities data supplied by the vendor employed by the Manager for such purposes is in question, or there is a failure on the part of the vendor's data delivery system, the Manager's data collection system, or the communication between the two, the Manager 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 Trust until such time as the Manager 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.