Aberdeen Property ICVC

Prospectus

12 February 2021

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DIRECTORY

Authorised Corporate Director and AIFM
Aberdeen Standard Fund Managers Limited
Bow Bells House
1 Bread Street
London EC4M 9HH

Investment Adviser
Aberdeen Asset Managers Limited
10 Queen's Terrace
Aberdeen AB10 1XL

Depositary
Citibank Europe plc, acting through its UK Branch
Registered Office:
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Ireland
UK Branch Office:
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E14 5LB

Auditors
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Atria One
144 Morrison Street
Edinburgh
EH3 8EX

Registrar
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SS&C House
St. Nicholas Lane
Basildon
Essex SS15 5FS
(the register of *shareholders* can be inspected at this address)

Standing Independent Valuer / Valuation Adviser
Knight Frank LLP
55 Baker Street
London W1U 8AN

Property Manager
Jones Lang LaSalle Limited
30 Warwick Street
London W1B 5NH

GLOSSARY

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

Term	Definition
Absolute Returns	A fund which targets a specific level of return rather than a return in excess of that of a stock, *bond*, *commercial property* or other market.
Active / Actively Managed	An investment management technique where judgement is employed based on analysis to select fund holdings in an attempt to deliver targeted performance.
AIFM	The legal person appointed on behalf of the Company and which (through this appointment) is responsible for managing the Company in accordance with the *AIFM directive* and the *AIFM regulation*, which at the date of this Prospectus is the *ACD*.
AIFM Directive	Alternative Investment Fund Managers Directive 2011/61/EU of the European Parliament and Council of 8 June 2011 as amended from time to time.
AIFM Regulation	The Alternative Investment Fund Managers Regulations 2013, as amended or re-enacted from time to time.
Average	When used in the context of a group of funds with different returns, "*averag*e" is calculated by adding together all the returns and then dividing by the number of funds.
Authorised Corporate Director or ACD	Aberdeen Standard Fund Managers Limited or such other person as may be appointed to provide the services of authorised corporate director.
Body Corporate	A *body corporate* incorporated in any jurisdiction (including the UK) or any entity treated as a *body corporate* for tax purposes in any jurisdiction with which the UK has any form of double tax treaty or other agreement to relieve double tax which has effect under the UK's tax legislation by Order of Council or under such a treaty or other agreement.
Bond/s	An investment taking the form of a loan, usually to a company or government, that pays interest. There are many different types of *bonds* with specific characteristics; examples include inflation-linked, convertible, asset-backed and *Mortgage-backed*.
Business Day	A day on which the London Stock Exchange is open for trading.
Cash	Readily available non-invested assets held at a bank or other financial institution.
Class	In relation to a *fund* or *funds*, all of the *shares* in a particular *fund* or (as the context requires) a particular *class* or *classes* of *shares* in one *fund*.
Class F	*Shares* that have been designated specifically for investment by the *feeder fund* and which are available for investment only by it.
COLL sourcebook	The Collective Investment Schemes Sourcebook forming part of the *FCA* Handbook of Rules and Guidance.

Commercial Property	Land and buildings such as offices, shopping centres, and warehouses owned on a *freehold* or *leasehold* (see *freehold* / *leasehold*) basis and let to tenants in exchange for a rent. Non-traditional assets include nursing homes, student accommodation, caravan parks and multi-let residential developments. Excludes assets such as houses let to individual tenants.
Commodity	A raw material or product that can be traded on various *exchanges* such as gold, silver or oil.
Comparator/Performance Comparator	A factor against which a fund manager invites investors to compare a fund's performance.
Constraint/Portfolio Constraining Benchmark	A factor that fund managers use to limit or constrain how they construct a fund's portfolio with the intention of limiting risk. A "*portfolio constraining benchmark*" is an index which is used as a reference point for these factors.
Conversion	The conversion of *shares* in one *class* in a *fund* to *shares* of another *class* in the same *fund* and "*convert*" shall be construed accordingly.
Creditworthiness	An assessment of the ability of a borrower to repay debt. Typically refers to the perceived riskiness of *bonds* issued by companies or governments.
Currency Exposure	The potential for a fund that invests overseas to lose or gain money purely because of changes in the currency exchange rate.
Dealing Day	Any day in which the banks in London are open for business.
Depositary	Citibank Europe plc, acting through its UK Branch or such other person as may be appointed as *depositary*.
Derivative	Financial instruments whose value depends in some way on the value of other, more basic, underlying financial assets or indices. They may commonly relate to the value of particular equities or markets more broadly, commodities like oil or grain, but also *interest rates*, inflation and *volatility*. There are many types of *derivatives*, with the most common being *swaps*, *futures* and *options*.
Diversification/Diversified	Holding a variety of investments that typically perform differently from one another with the intention of smoothing the Company's performance profile.
Domiciled	Country where a company has its permanent registered headquarters.
Duration	A measure of sensitivity to the effect of changes in *interest rates* on the value of *bonds*. Individual *bonds* or *bond* funds with high *duration* are more sensitive than those with low *duration*.
EEA	European Economic Area.
EEA State	A state which is a contracting party to the agreement on the European Economic Area signed at Oporto on 2 May 1992, as it has effect for the time being;
EEA UCITS	An undertaking for collective investment in transferable securities established in the *EEA* that satisfies the conditions necessary for it to enjoy the rights conferred by the *UCITS Directive* as implemented in the *EEA*.

Emerging Markets	Countries that are progressing towards becoming advanced, usually shown by some development in financial markets, the existence of some form of stock exchange and a regulatory body.
Enhanced Index/Indexing	A form of portfolio management supported by the use of numerical techniques where funds are typically managed more closely to, and constrained by, a *Performance Comparator*, than traditional *actively managed* funds.
Equity Related Securities	Instruments which *share* many or most of the characteristics of equities (company *shares*) such as P-Notes (participatory notes).
Exchange	The exchange of *units* in the *feeder fund* for *shares* in the Company and vice versa, with the agreement of the *manager* and *ACD*, as appropriate, by way of a redemption and issue of *shares* and *units* as appropriate.
Exchange Traded Funds (ETFs)	A basket of securities (bonds, company shares, etc.) which trade on an exchange. The constituents of the basket are selected so that the ETF's performance replicates something else, typically an index. ETFs are often used to obtain exposure cheaply and because they trade on an exchange, are generally easy to buy and sell.
Exposure	Direct or indirect investment in a particular asset or asset type, currency or market which may be expressed as a percentage of a fund.
FCA	The Financial Conduct Authority.
Feeder Fund	Aberdeen UK Property Feeder Unit Trust, a *fund* of Aberdeen Property Unit Trust and which is the *feeder fund* for the Aberdeen UK Property Fund, a *fund* of the Company.
FIIA	A fund investing in inherently illiquid assets as defined by the *COLL Sourcebook*.
Fixed Rate	An *interest rate* that will remain the same throughout the asset lifecycle.
Floating Rate	An *interest rate* that may change throughout the asset lifecycle often dependent on a pre-set reference point
Freehold/Leasehold	The owner of the property owns it outright including the land its built on/ The owner holds the property but not the land, on expiry of the lease the ownership returns to the *freeholder*.
Frontier Markets	Countries that are more established than the least developed countries but still less established than *emerging markets*.
FUND	The Investment Funds Sourcebook forming part of the *FCA* Handbook of Rules and Guidance.
Futures	*Futures* are financial contracts obligating the buyer to purchase an asset or the seller to sell an asset, such as a physical *commodity* or a financial instrument, at a predetermined future date and price.
Hedging	The use of *derivative* transactions (which the *ACD* reasonably believes to be economically appropriate and to be fully covered) to reduce risk and cost to the Company and to generate additional capital or income with no, or with an acceptably low level of risk.

HMRC	Her Majesty's Revenue and Customs.
Inherently Illiquid Asset	An inherently illiquid asset refers to an asset as defined in the FCA Handbook and as referred to in the *COLL sourcebook.*
Instrument of Incorporation	The *instrument of incorporation* on the basis of which the Company is incorporated.
Interest Rates	An *interest rate* is a percentage charged/earned on the total amount you borrow/save.
Investment Adviser	The investment adviser to the Company, being Aberdeen Asset Managers Limited (or such other entity as may be appointed from time to time to provide investment management services to the *ACD* or to the Company;
Investment Grade / High Yield	Refers to the credit quality of a *bond* (a loan to a company or government). *Investment grade bonds* have a higher rating as judged by a *rating agency* than *high yield bonds* and are thus judged to be less likely to default on their obligations to repay the loan and the interest on it. To compensate for the higher risk, *high yield bonds* pay a higher rate of interest than *investment grade bonds*.
Leverage	An increase in *exposure* within a fund either through borrowing *cash* to fund asset purchases or the use of *derivatives*. In the case of the latter, *leverage* occurs because the *exposure* obtained by purchasing *derivatives* exceeds the *cash* cost of the *derivative* itself.
Liquidity	The degree to which an investment can be quickly bought or sold on a market without it materially affecting its price.
Long Positions	A *long position* refers to the ownership of an asset with the expectation that it will rise in value.
Long Term	Five or more years.
Manager	The manager of the Trust, being Aberdeen Standard Fund Managers Limited.
Market Cycle	An assessment by market participants of changes between different market or business environments.
Median	The middle value of a set of ordered numbers.
Medium Term	Three to five years.
MiFID	The set of rules composed of (i) Directive 2002/92/EC and Directive 2011/61/EU as amended by Directive 2014/65/EU on markets or financial instruments and Regulation EU 600/214 on markets or financial instruments and (ii) all EU and UK rules and regulations implementing the texts under (i).

Money-Market Instruments	Investments usually issued by banks or governments that are a *short term* loan to the issuer by the buyer. The buyer receives interest and the return of the original amount at the end of a certain period.
Mortgage-Backed Bond	A *mortgage-backed bond* is a *bond* secured by a mortgage on one or more assets, typically backed by real estate holdings and real property such as equipment.
Net Asset Value or NAV	The value of the scheme property of the Company or as appropriate, of any *fund* less the liabilities of the Company (or of the Company concerned) as calculated in accordance with the Company's *instrument of incorporation*.
OEIC Regulations	The Open-Ended Investment Companies Regulations 2001, as may be amended from time to time.
Options	*Options* are similar to *futures*; however instead of being obliged to buy/sell something at a pre-determined date, the Company is buying the *option* to buy/sell something during a period of time or on a specific date.
Quantitative Techniques	Investment management techniques where the management team use approaches based on numerical analysis to select fund holdings.
Quartile	A term used when a group of products are grouped together and ranked by a particular feature, such as performance, and then split into four groups (four *quartiles*). As an example "Top *quartile* performance" refers to the products within the group (*quartile*) that performed the best.
PAIF	An open-ended investment company or a *fund* within an open-ended investment company which is a Property Authorised Investment Fund, as defined in Part 4A of the *tax regulations* and the Glossary to the *FCA* Handbook. At the date of this Prospectus, Aberdeen UK Property Fund in the Company qualifies as a *PAIF*.
PAIF Fund	The Aberdeen UK Property Fund, a *fund* of the Company which is managed so that it qualifies as a *PAIF*.
Passively Managed/Passive Management	An investment management technique where the management team aims to achieve a similar investment return to that of a particular market index. Different indexation methods may be used to achieve this goal. For example, the management team may construct a portfolio which fully replicates the market index. Alternatively they may construct a portfolio which is highly correlated to the market index but does not fully replicate the market index ("sampling"). The choice of technique is a matter of judgement but is determined by the primary objective of replicating the market index return as closely as possible.
Performance Target	Refers to a level of performance which the management team has in mind when managing a particular fund. Usually expressed by reference to an index or as a particular value. Although the management team aims to achieve the *Performance Target*, there is no certainty this will be achieved.
Platform Dealing Charge	(where applicable) an additional charge (included within the Operating, Administrative and Servicing Expenses) payable to the *ACD* in respect of additional dealing activities it has in connection with the relevant *shares*. Currently the *platform dealing charge* is only applicable to *class* M *shares* (where these are in issue).
Property Investment Business	Property investment business as defined in the *tax regulations* and summarised at paragraph 2.1 of "Investment and Borrowing Powers".
Rating Agency	A *rating agency* is a company that assesses the financial strength of companies and government regarding their ability to make interest payments and ultimately repay debts, particularly *bonds*, they have issued.

Real Estate Investment Trusts (REITS)	Companies usually listed on a stock exchange that own and manage predominantly income-producing commercial or residential property.
Repo /Reverse Repo	An agreement between two parties, one of which is the Company, to sell or buy an asset and later reverse the trade at a pre-agreed date and price.
Risk Target	Refers to a level of risk which the management team has in mind when managing a particular fund. In this context, "risk" refers to the *volatility* of the Company's *share* price. May be expressed relative to an index, or as a particular value. Although the management team aims to achieve the *Risk Target*, there is no certainty this will be achieved.
Rolling	Refers to periods of time which are of a consistent length and which continually move (or "*roll*") forward as time elapses. So "*rolling* three year periods" refers to a period of time going back three years from a given date, where the given date moves forward by 1 day every day.
Sector/Sector Weightings	A grouping of companies or businesses which are categorised for investors as operating in similar industry or market and sharing similar characteristics. " *sector weightings*" refers to the proportion of a fund invested in a particular *sector* or *sectors*. Additionally, similar funds are typically grouped together by organisations such as the Investment Association as a means of facilitating performance comparisons – these groups are also referred to as "*sectors*".
Securitisation	The creation of a *bond* by combining the *cash* flows from multiple underlying assets into a single asset which can be bought or sold by investors.
Share	Any *share* of any *class* of a fund.
Shareholder	Any person holding *shares* of a fund.
Short Position	A *short position* refers to transactions in assets which are expected to benefit from a fall in the value of the asset.
Short Term	Less than three years.
Synthetic risk and reward indicator (SRRI)	*Synthetic risk and reward indicator*; as used in Key Investor Information Documents, this is a measure of fund risk represented by a 1 to 7 scale where "1" represents the lowest and "7" the highest risk, based on historic fund price *volatility*.
Sterling	Pounds *Sterling*, the currency of the United Kingdom.
Fund or Funds	A *fund* of the Company to which specific assets and liabilities of the Company are allocated and whose property is pooled separately from that of the other *funds* and which is managed in accordance with the investment objective applicable to that *fund*.
Sub Investment Grade	*Sub investment grade bonds* have a lower rating as judged by a *rating agency* than *high yield bonds* and are thus judged to be more likely to default on their obligations to repay the loan and the interest.
Swaps	A *swap* is a *derivative* contract through which two parties exchange the *cash* flows or liabilities from two different financial instruments.

Switch	The exchange, where permissible, of *shares* of one *fund* for *shares* of another *fund*.
Tax Regulations	The Authorised Investment Funds (Tax) Regulations 2006 (SI 2006/964), as amended from time to time.
Trust	Aberdeen Property Unit Trust.
UCITS Directive	Directive 2009/65/EC as amended by Directive 2014/91/EU of the European Parliament and of the Council of 23 July 2014.
UCITS scheme	A UK UCITS.
Units	A unit in the *trust*.
UK UCITS	An undertaking for collective investment in transferable securities established in the United Kingdom within the meaning of section 236A and 237 of the Financial Services and Markets Act 2000, as amended.
Valuation Point	12 noon UK time on each *business day*.
VIE (variable interest entity)	A structure that enables foreign investors to gain indirect *exposure* to companies with foreign ownership restrictions.
Volatility	A measure of the size of changes in the value of an investment. Commonly, the higher the *volatility*, the higher the risk.
Yield	The income from an investment usually stated as a percentage of the value of the investment.

Important Information

This document is important.

If you are in any doubt as to the meaning of any information in this document, you should consult your stockbroker, solicitor, accountant or independent financial adviser.

This document constitutes the Prospectus for Aberdeen Property ICVC (the "Company") and has been prepared in accordance with the *COLL sourcebook* and the Investment Funds sourcebook (the *FCA* Rules"). Copies of this Prospectus have been sent to the *FCA* and the *Depositary*.

The UK left the European Union ("EU") on 31 January 2020 and the transition period ended on 31 December 2020 ("IP completion day"). On or after IP completion day, any reference in this *prospectus* to an EU Directive or a provision of an EU Directive is to be taken to be a reference to all of the legislation or regulatory rules of the UK which:

a. **implemented any obligation of the UK under the EU Directive or the provision of the EU Directive (as the case may be), or enabled any such obligation to be implemented;**
b. **exercised any rights available to the UK under the EU Directive (as the case may be), or enabled any such rights to be exercised;**
c. **dealt with any matter arising out of or related to any such obligation or right,**

immediately before IP completion day.

Where any such legislation or rule is amended, replaced, recast, restated or applied with any relevant modification on or after IP completion day, the reference shall be taken to be a reference to that legislation or rule as so amended, replaced, recast, restated or applied (as the case may be).

***Shares* are offered on the basis of the information contained in the current Prospectus, the latest key investor information document, the latest supplementary information document and the latest annual long reports or half-yearly long reports (if more recent than the annual long reports). Depending on applicable legal and regulatory requirements (including but not limited to *MiFID*), additional information on the *funds* of the Company (the "*funds* and each a "*fund*") and the *shares* may be made available to investors under the responsibility of intermediaries / distributors ("Mandatory Additional Information").**

This Prospectus is intended for distribution in the United Kingdom. Its distribution may be restricted in other countries. It does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer or solicitation. The contents of this Prospectus do not constitute advice on legal, taxation, investment or any other matters. Prospective investors should inform themselves about and observe the legal requirements within their own countries for the acquisition of *shares* of the Company and any taxation or exchange control legislation affecting them personally, including the obtaining of any requisite governmental or other consents and the observation of any other formalities.

United States of America

***Shares* in the Company have not been registered under the United States Securities Act of 1933, as amended, and Aberdeen Property ICVC has not been registered under the United States Investment Company Act of 1940, as amended. Accordingly, the *shares* of the Company may not be directly or indirectly offered or sold in the United States of America or any of its states, territories, possessions or other areas subject to its jurisdiction or to or for the benefit of a "US Person". A "US Person" for these purposes means a national or resident of the United States or any of its states, territories, possessions or areas, subject to its jurisdiction (the "United States") and any partnership, corporation or other entity organised or created under the laws of the United States or of any political subdivision thereof.**

Investment in *shares* by or on behalf of US Persons is not permitted.

Investment in *shares* by or on behalf of US Persons is not permitted. Prospective investors should note that the *ACD* has the right to redeem a *shareholder*'s *shares* in certain circumstances as set out in the section on Sale, Redemption, *exchange*, *conversion* and *switching* of *shares* (under the sub heading Restrictions and Compulsory Transfer and Redemption) of this Prospectus.

The U.K. government has enacted legislation enabling it to comply with its obligations in relation to international tax compliance including the U.S. provisions commonly known as "FATCA". Aberdeen Property ICVC is a passive non-financial entity for these purposes, not a financial institution.

By signing the application form to subscribe for *shares*, each prospective *shareholder* is agreeing to provide information upon request to the *ACD* or its agent. If a *shareholder* does not provide the necessary information, the *ACD* will be required to report it to *HMRC*.

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

The provisions of the Company's *instrument of incorporation* are binding on each of its *shareholders* (who are taken to have notice of them). This Prospectus has been approved for the purpose of section 21 of the Financial Services and Markets Act 2000 by the *ACD*.

Except for Mandatory Additional Information, no person has been authorised by the Company to give any information or to make any representations in connection with the offering of *shares* other than those contained in this Prospectus and the documents referred to herein and, if given or made, such information or representations must not be relied on. The delivery of this Prospectus (whether or not accompanied by any reports) or the issue of *shares* shall not, under any circumstances, create any implication that the affairs of the Company have not changed since the date hereof.

This Prospectus is based on information, law and practice at the date hereof. The Company cannot be bound by an out of date prospectus when it has issued a new prospectus or extended the prospectus by a supplement issued by the Company. Investors should check with the *authorised corporate director* that this is the most recently published prospectus. Investors should ensure that they have read all sections of this Prospectus and, if this Prospectus has been obtained electronically, should refer to the contents page to ensure they have the complete Prospectus and that they have all (if any) supplements to it were issued by the Company.

CONSTITUTION

Aberdeen Property ICVC is an investment company with variable capital incorporated under the *OEIC Regulations* (the "Company"). The Company is incorporated in England with registered number IC1029 and its address is at Bow Bells House, 1 Bread Street, London EC4M 9HH.

The Company is structured as a non-UCITS scheme and is a an umbrella company for the purposes of the *OEIC Regulations* and is classified as a *FIIA* for the purposes of the *COLL sourcebook.* The purpose of this structure is to give investors access to a series of *funds* with differing objectives, within the flexibility of one single corporate structure. Different *funds* may be established from time to time by the *ACD* with the approval of the *FCA* and the agreement of the *depositary*. Each *fund* will issue its own series of *shares* representing an interest in that *fund*'s portfolio of assets. On the establishment of a new *fund* or *share class*, an updated prospectus will be prepared setting out the relevant information concerning the new *fund* or *share class*.

The Company's *FCA* Product Reference Number ("PRN") is 661735.

The Company currently offers, or intends to offer, *shares* in the following fund (*"fund")*:

- Aberdeen UK Property Fund. This *fund* is managed so that it qualifies as a *PAIF*. The Company's PRN is 673969.

Details of the investment objective and policy of the Funds are set out in the section entitled "*Investment Objectives and Policies and Other Details of the Funds*" below.

The assets of each fund will be treated as separate from those of every other *fund* and will be invested in accordance with the investment objective and investment policy applicable to that *fund*. Each *fund* has credited to it the proceeds of all *shares* linked to it, together with the assets in which such proceeds are invested or reinvested and all income, earnings, profits or assets deriving from such investments.

Each *fund* will be charged with the liabilities, expenses, costs and charges of the Company attributable to that *fund* and within a *fund*, the charges will be allocated between *classes* of *shares* in accordance with the terms of issue of the *shares* of those *classes*. Any assets, liabilities, expenses, costs or charges not attributable to a particular *fund* may be allocated by the *ACD* in a manner which is fair to the *shareholders* generally but they will normally be allocated to all *funds* pro rata to the value of the net assets of the relevant *funds*.

The Funds are segregated portfolios of assets and, accordingly, the assets of a *fund* belong exclusively to that *fund* and shall not be used to discharge directly or indirectly the liabilities of, or claims against, any other person or body, including the Company, or any other *fund*, and shall not be available for any such purpose.

While the provisions of the *OEIC Regulations* provide for segregated liability between the Funds, the concept of segregated liability is relatively new. Accordingly, where claims are brought by local creditors in foreign courts or under foreign law contracts, it cannot be predicted how those foreign courts will react to regulations 11A and 11B of the *OEIC Regulations*.

The holders of *shares* linked to a *fund* are entitled to receive (or have accumulated) the net income derived from the Company and to redeem their *shares* at a price linked to the value of the property of the Company. *Shareholders* do not have any proprietary interest in the underlying assets of the Company.

The base currency for the Company is *Sterling*. The base currency of individual *funds*, if different from *Sterling*, is in the section entitled "*Investment Objectives and Policies and Other Details of the Funds*" below. The maximum size of Company's capital is £1,000,000,000,000 and the minimum size is £100.

The Company is authorised by an order made by the *FCA* with effect from 26 February 2015. The operation of the Company is governed by the *OEIC Regulations*, the *COLL sourcebook*, the Company's *instrument of incorporation* and this Prospectus.

This Prospectus is dated and valid with effect from 12 February 2021.

SHARES IN THE COMPANY

Each *fund* may issue one or more different *classes* of *shares*, each characterised by their criteria for subscription and charging structures. Charging structures are specified in the section entitled "*Charges and Expenses*" below and also in Appendix B. The minimum subscription limits, and the minimum holdings, for each current *class* of *share* are set out below.

Class* A *shares have a minimum initial investment of £500 for lump sum investment with a minimum subsequent investment of £50, and the minimum holding of *class* A *shares* is £500 although this may be waived or varied by the *ACD* at its sole discretion.

Class* F *shares have a minimum initial investment of £1 for lump sum investment with a minimum subsequent investment of £1, and the minimum holding of *class* F *shares* is £1 although this may be waived or varied by the *ACD* at its sole discretion. ***Class* F *shares* are only available for investment by the *feeder* fund.**

Class* I *shares have a minimum initial investment of £1,000,000 for lump sum investment with a minimum subsequent investment of £50,000, and the minimum holding of *class* I *shares* is £50,000 although this may be waived or varied by the *ACD* at its sole discretion.[1] *class* I *shares* are only available to investors who are approved by the *ACD* as institutional investors.[2]

Class* J *shares have a minimum initial investment of £150,000,000 for lump sum investment with a minimum subsequent investment of £150,000,000, and the minimum holding of *class* J *shares* is £150,000,000 although this may be waived or varied by the *ACD* at its sole discretion.

Class* M *shares have a minimum initial investment of £1,000,000 for a lump sum investment with a minimum subsequent investment of £50,000, and the minimum holding of *class* M *shares* is £50,000 although this may be waived or varied by the *ACD* at its sole discretion.

Class* Y *shares have a minimum initial investment of £1,000,000 for a lump sum investment with a minimum subsequent investment of £N/A and the minimum holding of *class* Y *shares* is £50,000 although this may be waived or varied by the *ACD* at its sole discretion.

Class* Z *shares have a minimum initial investment of £10,000,000 for lump sum investment with a minimum subsequent investment of £10,000, and the minimum holding of *class* Z *shares* is £2,000,000 although this may be waived or varied by the *ACD* at its sole discretion.

Class* J, *class* Y and *class* Z *shares are not available to any person other than:

(a) institutional investors who have entered into a separate agreement with the *ACD* or an Associate of the *ACD*; or

(b) a person, not being a company of the type referred to in the preceding paragraph (a), to whom the *ACD* at its entire discretion has determined that such *shares* may be made available.

Class* M *shares are not available to any person other than distribution partners and providers of platform services (as defined in the glossary of definitions in the *FCA* Handbook) investing as nominee, who are approved by the *ACD* and have entered into a formal written agreement with the *ACD*, although the requirement to enter into a formal written agreement may be waived or varied by the *ACD* at its sole discretion.

Each *class* of *shares* may be further differentiated into net income *shares*, net accumulation *shares*, gross income *shares* or gross accumulation *shares*. The types of *share class* which the *ACD* may currently make available are set out in Appendix B.

A net income *share* is one where income is distributed periodically to *shareholders* net of any tax deducted or accounted for by the Company. A net accumulation *share* is one in respect of which income (net of any tax deducted or accounted for by a *fund*) is credited periodically to capital within the relevant *fund*.

A gross income *share* (if available) is one in respect of which income is distributed periodically to *shareholders*

[1] Restrictions apply to new investors from (and including) 10 December 2018
[2] Restrictions apply to new investors from (and including) 10 December 2018

but (in accordance with UK tax law) is distributed without deduction by the Company of any UK income tax. A gross accumulation *share* (if available) is one in respect of which income is credited periodically to capital of the relevant *fund* but (in accordance with UK tax law) is credited without deduction by the Company of any UK income tax.

The Company currently issues net *shares* only. The *ACD* may, however, gross up the amount of the distribution paid or allocated to investors who qualify for gross payments and who complete a Declaration of Eligibility and Undertaking, which may be obtained from the *ACD*.

Where a *fund* has more than one *class* of *shares* and different charging structures for each *class*, monies may be deducted from *classes* in unequal proportions. In these circumstances, the proportionate interests of the *classes* within a *fund* will be adjusted accordingly.

Holders of net income *shares* will participate in any distributions of income. Holders of net accumulation *shares* do not receive payment of income. Any income arising in respect of an accumulation *share* is automatically accumulated by way of being added to the assets of the Company and is reflected in the price of each accumulation *share*.

Where both income and accumulation *shares* are in existence in relation to a *fund*, the income of the Company is allocated in accordance with the proportionate interest in the Company attributable to each income and accumulation *share*. Tax vouchers for both income and accumulation *shares* will be issued in respect of distributions made.

Shares in the *funds* are not listed or dealt in on any investment exchange.

The price of a *share* is calculated in pence to two decimal places. *Shares* are issued to four decimal places.

No bearer *shares* are issued. The *shareholders* of the Company will not be liable for the debts of the Company.

INVESTMENT OBJECTIVES AND POLICIES AND OTHER DETAILS OF THE FUNDS

ABERDEEN UK PROPERTY FUND

<u>Investment Objective</u>

To generate income and some growth over the *long term* (5 years or more) by investing in UK *commercial property*. It is intended that the fund will be a *PAIF* at all times and, as such, its investment objective is to carry on *property investment business* and to manage *cash* raised for investment in the *property investment business*.

Performance Target: To meet the IA UK Direct Property *Sector Average* return (after charges) over the *long term* with lower *volatility*. The *Performance Target* is the level of performance that the management team hopes to achieve for the fund. There is however no certainty or promise that they will achieve the *Performance Target*.

The *ACD* believes this is an appropriate target for the fund based on the investment policy of the fund and the constituents of the *sector*.

<u>Investment Policy</u>

Portfolio Securities

- The fund will invest at least 70% in in a *diversified* portfolio of UK *freehold and leasehold commercial property* selected from across the retail, office, industrial and other *sectors*.
- The fund may also invest indirectly in *commercial property* through investment vehicles such as quoted and unquoted property companies or funds (including those managed by Aberdeen Standard Investments).
- The fund may invest up to 30% in *short term* government *bonds* such as gilts, *money-market instruments* and *cash*.

Management Process

- The management team use market research and their discretion (*active management*) to identify investments that are expected to benefit from changes in property prices and property improvements. They will maintain a diverse asset mix at *sector* level.
- Please note: Selling property can be a lengthy process so investors in the fund should be aware that, in certain circumstances, they may not be able to sell their investment when they want to.

Derivatives and Techniques

- The fund may use *derivatives* to reduce risk, reduce cost and/or generate additional income or growth consistent with the risk profile of the fund (often referred to as "Efficient Portfolio Management").
- Where *derivatives* are used, this would typically be to maintain allocations following a significant inflow into the fund.

Specific Risks (for more detail see Appendix D below):

All general investment risks apply however for this fund investors should specifically be aware of the following:

i. Property *liquidity* risk
ii. Property transaction charges
iii. Property valuation risk
iv. *Derivative* risk
v. Single swinging pricing - impact on fund value and performance

Target Market

- Investors with basic investment knowledge.
- Investors who can accept large *short term* losses.
- Investors wanting an income and some growth over the longer term. Selling property can take time so investors may not always have immediate access to their investment.
- The fund has specific and generic risks all detailed on the Key Investor Information document (NURS-KII).
- For general sale to retail and professional investors through all distribution channels with or without professional advice.

Share classes in issue:	Please refer to Appendix B.
Operating, Administrative and Servicing Expenses:	Please refer to pages 40 – 43.
Income:	Income will be calculated quarterly as at 31 March, 30 June, 30 September and 31 December (final), with the appropriate distributions or allocations made within 2 months of these dates..
AIFMD leverage calculations:	The maximum level of *leverage* as required by the *AIFM Regulation* for the fund expressed as a ratio of the Company's total *exposure* to its net asset value: (a) under the Gross Method is 120%; and (b) under the Commitment Method is 110%.

ISA:	It is intended that the fund will be managed so as to ensure that *shares* constitute qualifying investments for the purposes of the HM Revenue & Customs regulations governing Individual Savings Accounts as they apply from time to time.
Payment of fees and expenses and generation of income:	All PAIF fund expenses will be charged to income.

MANAGEMENT AND ADMINISTRATION

The Authorised Corporate Director and Alternative Investment Fund Manager

The *authorised corporate director* of the Company is Aberdeen Standard Fund Managers Limited. The *ACD* is a private company limited by *shares*, incorporated in England and Wales on 7 November 1962. The *ACD* is a wholly owned subsidiary of 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 *ACD* is Bow Bells House, 1 Bread Street, London, EC4M 9HH. The amount of the *ACD's* issued *share* capital is £738,550 divided into 307,000 deferred *shares* of 10p each and 7,078,500 ordinary *shares* of 10p each, all fully paid. The directors of the *ACD* are listed in Appendix C.

The *ACD* is authorised and regulated by the Financial Conduct Authority (*FCA*), 12 Endeavour Square London, E20 1JN.

The *ACD* may provide investment or management services to other clients and funds and to companies in which a fund may invest.

When managing investments of the Company, the *ACD* will not be obliged to make use of information which would put it in breach of any duty or confidence to any other person or which comes to the notice of an employee or agent of the *ACD* but properly does not come to the notice of an individual managing the assets of the Company.

The Company will indemnify the *ACD* against all losses and liabilities incurred in acting as the *ACD* of the Company other than where there has been negligence, wilful default or fraud on the part of the *ACD*.

The *ACD* may delegate its management and administration functions to third parties including associates subject to the rules of the *COLL sourcebook*.

The *ACD* maintains an appropriate level of "own funds" in accordance with Article 14 of the *AIFM regulation* in order to cover the professional liability risks detailed under the *AIFM regulation*, including risks such as loss of documents evidencing title to assets of the Company or acts, errors or omissions resulting in a breach of the law or the *ACD's* fiduciary duties.

The *ACD* also acts as the authorised corporate director or authorised fund manager of the funds set out in Appendix C.

The Investment Adviser

The *ACD* has appointed Aberdeen Asset Managers Limited, a company limited by *shares* and incorporated in Scotland with its registered office and principal place of business at 10 Queen's Terrace, Aberdeen AB10 1XL (the "*investment adviser*"), to provide investment management, advisory and other services in relation to the Company. The *investment adviser* is authorised and regulated by the *FCA*.

The *investment adviser* has the authority of the *ACD* to make decisions on its behalf in all aspects of the investment management of the investments and other property of the Company. The main terms of the agreement with the *investment adviser* are that it has the authority of the *ACD* to make decisions on its behalf in all aspects of the investment management of the investments and other property of the Company, including the Company's powers to enter into *derivative* transactions relating to efficient portfolio management. The *investment adviser* powers extend to all of the property of the Company except any part which the *ACD* excludes from such *investment adviser* powers. The *investment adviser* is to report details of each transaction to the *ACD* and to confer with the *ACD* when required by it. The *ACD* will notify the *investment adviser* of additional *cash* available for the investment. All fees charged by the *investment adviser* will be borne by the *ACD*. While no commission is payable to the *investment adviser* or any of its Associates for any investment deal done or which could be done on behalf of the Company the *investment adviser* may receive other payments for ancillary services rendered including commission which may be payable in respect of arranging reinstatement and loss of rent insurance together with other terms of insurance.

The *investment adviser* and/or its associates are authorised to enter into stock lending transactions as agent for the Funds and arrangements with third parties regarding the use of dealing commission to purchase / receive goods and / or services that relate to the execution of trades or the provision of research and has in fact entered into a number of such arrangements. Further information on stock lending can be found on page 54.

The *ACD* and the *investment adviser* are wholly-owned subsidiaries of Standard Life Aberdeen plc.

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

The Depositary

The *depositary* of the Company is Citibank Europe plc, a public limited company with registered number 132781 *domiciled* in Ireland whose registered office is at 1 North Wall Quay, Dublin. The *depositary* conducts its business in the UK through its branch offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB.

The *depositary* is authorised by the Central Bank of Ireland and the Prudential Regulation Authority and in respect of its services as a *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 *depositary* authorisation and regulation are available from the *depositary* on request.

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

The principal business activity of the *depositary* is acting as trustee and *depositary* of collective investment schemes.

Terms of Appointment

The *depositary* was appointed by an agreement dated 11 March 2019 and made between the Company, the *ACD* and the *depositary* (the "**Depositary Agreement**").

Under the terms of the *depositary* Agreement the assets of the Company have been entrusted to the *depositary* for safe-keeping.

The key duties of the *depositary* consist of:

- *Cash* monitoring and verifying the Funds' *cash* flows;
- Safekeeping of the Scheme Property;
- Ensuring that the sale, issue, re-purchase, redemption, cancellation and valuation of *shares* are carried out in accordance with the *instrument of incorporation*, the Prospectus and applicable law, rules and regulations;
- Ensuring that in transactions involving Scheme Property any consideration is remitted to the Funds within the usual time limits;
- Ensuring that the Funds' income is applied in accordance with the *instrument of incorporation*, the Prospectus, applicable law, rules and regulations; and
- Carrying out the instructions of the *ACD* unless they conflict with the *instrument of incorporation*, the Prospectus or applicable laws, rules or regulations.

To the extent permitted by the *FCA* Rules and applicable law, rules and regulations the Company will indemnify the *depositary* (or its associates) against the costs, charges, losses and liabilities incurred by the *depositary* (or its associates) in the proper execution or exercise (reasonably and in good faith) of its duties, powers, authorities, discretions and responsibilities to the Company, except where the *depositary* is liable owing to it being at fault under the terms of the Depositary Agreement.

Delegation

Under the Depositary Agreement, the *depositary* has the power to delegate its safekeeping functions.

As at the date of this Prospectus, the *depositary* has entered into written agreements delegating the performance of its safekeeping function in respect of certain of the Funds' assets to the following delegates: Citibank N.A.. The sub-delegates that have been appointed as at the date of this Prospectus are set out in Appendix E.

Liability of the Depositary

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

- The event which has led to the loss is not the result of any act or omission of the *depositary* or of a third party;
- The *depositary* could not have reasonably prevented the occurrence of the event which led to the loss despite adopting all precautions incumbent on a diligent *depositary* as reflected in common industry practice;
- Despite rigorous and comprehensive due diligence, the *depositary* could not have prevented the loss.

In the case of loss of a financial instrument by the *depositary*, or by a third party, the *depositary* is under an obligation to return a financial instrument of identical type or corresponding amount without undue delay unless it can prove that the loss arose as a result of an external event beyond the *depositary* reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

Details of the fees payable to the *depositary* is part of the Operating, Administrative and Servicing Expenses set out in Appendix B.

As a general rule, whenever the *depositary* delegates any of its safekeeping functions to a delegate, the *depositary* will remain liable for any losses suffered as a result of an act or omission of the delegate as if such loss had arisen as a result of an act or omission of the *depositary*. However, there may be situations and/or circumstances in which the *depositary* is not liable for the acts or omissions of a delegate which is not an associate of the *depositary* or of the *ACD* (as set out below).

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

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

- if it can prove that:

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

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

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

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

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

(d) a written contract between the *ACD* and the *depositary* expressly allows a transfer of the *depositary* said obligation and establishes an objective reason for the transfer.

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

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

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

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

and (i) the contract between the *depositary* and such custodian or local entity contains a clause transferring the liability of the *depositary* to such custodian or local entity and makes it possible for the Company or the *ACD* acting on behalf of the Company to make a claim against such custodian or local entity in respect of the loss of a financial instrument belonging to the *ACD* on behalf of the Company or for the *depositary* to make such a claim on their behalf; and (ii) the *depositary* had no other option but to delegate its custody duties to a third party.

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

Re-use of fund assets by the *depositary*

Under the *depositary* Agreement the *depositary* has agreed that it may re use the Company's assets with which it has been entrusted in certain circumstances where it is for the benefit of the Company and in the interests of *shareholders* and suitable collateral arrangements are in place.

Conflicts of Interest

From time to time conflicts may arise from the appointment by the *depositary* of any of its delegates out of which may arise a conflict of interest with the Funds. For example, Citibank N.A., which has been appointed by the *depositary* to act as custodian of the scheme property, also performs certain investment operations and functions and *derivatives* collateral management functions delegated to it by the investment adviser. It is therefore possible that a conflict of interest could arise. Citibank N.A. and any other delegate are required to manage any such conflict having regard to the *FCA's* handbook of rules and guidance and its duties to the *depositary* and the *ACD*.

There may also be conflicts arising between the *depositary*, the Funds, the investors and the *ACD*. The *depositary* is prohibited from carrying out any activities with regard to the Funds unless:

- The *depositary* has properly identified any such potential conflict of interest;
- The *depositary* has functionally and hierarchically separated the performance of its *depositary* tasks from other potentially conflicting tasks; and
- The potential conflicts of interest are properly managed, monitored and disclosed to the investors.

Termination

The *depositary* Agreement provides that appointment of the *depositary* may be terminated by either party on not less than 180 day's prior written notice to the other party. Termination cannot take effect until a successor *depositary* has been appointed.

Processing of Personal Data

The *depositary* Investor Services Privacy Statement details the collection, use and sharing of *shareholders*' personal information by the *depositary* in connection with *shareholders*' investment in the Company.

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

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

Standing Independent Valuer

The Standing Independent Valuer of the Aberdeen UK Property Fund is Knight Frank LLP of 55 Baker Street, London W1U 8AN. The Standing Independent Valuer is appointed to value the immovable property of the Aberdeen UK Property Fund in accordance with the COLL Rules. The Standing Independent Valuer also acts an appropriate valuer as referred to in the COLL Rules, when permitted to do so under the COLL Rules.

Where the appointed Standing Independent Valuer, Knight Frank LLP, is acting as a connected party to a transaction being carried out by the Aberdeen UK Property Fund the Company will, as required by the COLL Rules, appoint an alternative Standing Independent Valuer.

The *ACD* has entered into an agreement with the Standing Independent Valuer. The agreement provides inter alia for a standing three year appointment for the Standing Independent Valuer to act as the valuer for the purposes of the COLL Rules and to provide valuation advice to the manager but otherwise may be terminated by either party on giving six months' notice to the other. The fee to which the Standing Independent Valuer is entitled is part of the Operating, Administrative and Servicing Expenses set out in Appendix B. The appointment of the Standing Independent Valuer is not a delegation for the purposes of FUND by the manager of any responsibilities for valuing the scheme property.

From time to time the *ACD* may request additional valuation services from the Standing Independent Valuer including but not limited to additional valuation support with acquisitions and disposals which does not form part of the Operating, Administrative and Servicing Expenses but will form part of the property expenses of the Company.

Property Manager

The Company has appointed Jones Lang LaSalle Limited as the property manager of the Company. The fee to which the Property Manager is entitled is not part of the Operating, Administrative and Servicing Expenses but will form part of the property expenses of the Company.

Auditors

The Auditors of the Company are PricewaterhouseCoopers LLP of Level 4, Atria One, 144 Morrison Street, Edinburgh, EH3 8EX and they are responsible for auditing the annual accounts of the Company and expressing an opinion on certain matters relating to the Company in the annual report including whether its accounts have been prepared in accordance with the Statement of Recommended Practice relating to Authorised Funds, the Regulations and the *Instrument of Incorporation*. The fee to which the Auditor is entitled is part of the Operating, Administrative and Servicing Expenses set out in Appendix B.

Registrar And Register Of Shareholders

A register of *shareholders* is maintained by SS&C Financial Services Europe Limited, which was until 31 March 2020 known as DST Financial Services Europe Limited (the "Registrar"), The register of *shareholders* and any sub-register may be inspected at the Registrars' offices at SS&C House, St Nicholas Lane, Basildon, Essex, SS15 5FS during normal business hours.

Certificates are not issued. Ownership of *shares* will be evidenced by the entry on the Register. To assist *shareholders* in monitoring their holdings of *shares* a statement showing transactions in *shares* and current holdings will be sent out to all *shareholders*, or the first named *shareholder* in the case of joint holdings, twice a year by the Registrar.

The Registrar is not obliged to register more than four persons as the joint holders of any *shares*. *shareholders* should notify the Registrar of any change of name or address.

Should any *shareholder* (or *shareholder*'s authorised representative) require evidence of title to *shares* the *ACD* will, upon such proof of identity as the *ACD* may reasonably require, supply the *shareholder* (or such authorised representative) with a certified copy of the relevant entry in the register relating to the *shareholder*'s holding of *shares*. The Registrar will provide this free of charge.

The fee to which the Registrar is entitled is part of the Operating, Administrative and Servicing Expenses set out in Appendix B.

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

Administration and Fund Accounting

In performing its role as authorised corporate director, the *ACD* may delegate such of its functions as it may determine from time to time. As at the date of this Prospectus, certain investment administration and fund accounting functions are provided by Citibank, N.A., London Branch.

Shareholders have no personal right to directly enforce any rights or obligations under the terms appointing Citibank N.A., London Branch.

Marketing

The production of marketing literature is delegated to the *investment adviser*.

Conflicts of Interest

The *ACD* may from time to time, act as manager to other funds or *funds* which follow similar investment objectives to those of the Funds. It is therefore possible that the *ACD* may in the course of its business have potential conflicts of interest with the Funds. The *ACD* will, however, have regard in such event to its obligations under the *ACD* Agreement and the *FCA* Handbook and, in particular, to its obligation to act in the best interests of each fund so far as practicable, having regard to its obligations to other clients, when undertaking any investment business where potential conflicts of interest may arise.

The *ACD* and other associated companies have established a conflicts policy pursuant to the *FCA* Handbook which shall be read in conjunction with the conflicts of interest handbook (hereinafter collectively referred to as the "conflicts policy") (both of which may be revised and updated from time to time) and are available to *shareholders* on request. The conflicts policy sets out how the *ACD* and/or other associated companies must seek to identify, prevent and manage all conflicts of interest.

From time to time conflicts of interest may arise from the appointment by the *depositary* of any of its delegates. 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 *depositary*.

Liability and Indemnity

With the exceptions mentioned below:

- the *ACD*, the *depositary* and the Auditors are each entitled under the *instrument of incorporation* of the Company to be indemnified against any loss, damage or liability incurred by them in or about the execution of their respective powers and duties in relation to the Company; and

- the *ACD* and the *depositary* are, under the terms of their respective agreements with the Company, exempted from any liability for any loss or damage suffered by the Company.

The above provisions will not, however, apply in the case of:

- any liability which would otherwise attach to the *ACD* or the Auditors in respect of any negligence, default, breach of duty or trust in relation to the Company;
- any liability on the part of the *depositary* for any failure to exercise due care and diligence in the discharge of its functions;
- any breach by the *ACD* or the *depositary* of their respective obligations under the Financial Services And Markets Act 2000 or any rules made under or in pursuance of that Act.

VALUATION AND PRICING

General

Each *share* linked to a *fund* represents the relevant proportion of the overall property of the Company. There is only a single price for any *share* as determined from time to time by reference to a particular *valuation point*. Valuation of *shares* in a *fund* is achieved, in broad outline, by valuing the property in the Company and dividing that value (or that part of that value attributed to *shares* of the *class* in question) by the number of *shares* (of the *class* in question) in existence.

Valuations

Regular valuations are normally made on each *dealing day*.

The calculation of prices of *shares* is effected at the *valuation point* on each *dealing day*. The *ACD* may carry out additional valuations in accordance with the *COLL sourcebook* if it considers it desirable to do so. Valuations will not be made during a period of suspension of dealings (see "Suspension of Dealings" below). The *ACD* is required to notify *share* prices to the *depositary* on completion of a valuation.

The property of a *fund* is valued on the following basis:

1 Property which is not a contingent liability transaction shall be valued as follows:

- a units or *shares* in a collective investment scheme:
  - i if a single price for buying and selling units or *shares* is quoted, at the most recent such price; or
  - ii if separate buying or selling prices are quoted, at the *average* of the two prices provided the buying price has been reduced by any initial charge included therein and the selling price has been increased by any exit or redemption charge attributable thereto; or
  - iii if, in the opinion of the *ACD*, the price obtained is unreliable or no recent traded price is available or if no price exists, at a value which in the opinion of the *ACD* reflects a fair and reasonable price for the investment.
- b any other transferable security:
  - i if a single price for buying and selling the security is quoted, at that price; or
  - ii if separate buying and selling prices are quoted, the *average* of those two prices; or
  - iii if, in the opinion of the *ACD*, the price obtained is unreliable or no recent traded price is available or if no price exists, at a value which in the opinion of the *ACD* reflects a fair and reasonable price for the investment.
- c property other than that described in (a) and (b) above: at a value which, in the opinion of the *ACD*, represents a fair and reasonable mid-market price.

2 *Cash* and amounts held in current and deposit accounts and in other time related deposits shall be valued at their nominal values.

3 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;

4 *Exchange*-traded *derivative* contracts:

- 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;

5 Over-the-counter *derivative* contracts shall be valued on the basis of an up-to-date market valuation which the *ACD* and the *depositary* have agreed is reliable or if this is not available, on the basis of a pricing model which the *ACD* and the *depositary* have agreed;

6 Property which is a contingent liability transaction shall be treated as follows:

a. if it is a written option (and the premium for writing the option has become part of the scheme property) the amount of the net valuation of premium receivable shall be deducted, if the property is an off-exchange *derivative* the method of valuation shall be agreed between the *ACD* and the *depositary*;

b. if it is an off-exchange future, it will be included at the net value of closing out in accordance with a valuation method agreed between the *ACD* and the *depositary*;

c. if it is any other form of contingent liability transaction, it will be included at the net value of margin on closing out (whether as a positive or negative value).

The immovable property held within the Company is valued for the purposes of the COLL Rules by the Standing Independent Valuer on the basis of a full valuation with physical inspection (including, where the property is a building, internal inspection) once a year. The Standing Independent Valuer also values each immovable on the basis of a review of the last full valuation, at least once a month. The figure arrived at under that valuation is used as part of the valuation undertaken by the *manager* for the whole of the relevant *fund* calculated once each *business day* for the following month. As at the date of this Prospectus, any valuation of a UK immovable by the Standing Independent Valuer must be undertaken in accordance with UKVPS 3 and 2.3 of UKVPGA of the RICS Valuation – Global Standards 2017, UK national supplement 2018 (the RICS Red Book) or in the case of overseas immovables (if any) on an appropriate basis, but subject to COLL 6.3 of the FCA Rules (Valuation and Pricing). Where the ACD, the depositary or the Standing Independent Valuer have reasonable grounds to believe that the most recent valuation of an immovable does not reflect the current value of that immovable, the ACD should consult and agree with the Standing Independent Valuer a fair and reasonable value for the immovable. However, in the event an immovable has to be sold quickly to satisfy redemption requests as they fall due, the ACD will consult and agree with the Standing Independent Valuer a fair and reasonable price for the immovable to reflect such a rapid sale.

The appointment of the Standing Independent Valuer is not a delegation for the purposes of FUND by the manager of any responsibilities for valuing the scheme property and consequently the manager remains ultimately responsible for the valuation the immovable property.

7 In determining the value of the scheme property all instructions given to issue or cancel *shares* shall be assumed to have been carried out (and any *cash* paid or received) whether or not this is the case.

8 Subject to paragraphs 10 and 11 below agreements for the unconditional sale or purchase of property (excluding *futures* or contracts for differences which are not yet due to be performed and unexpired and unexercised written or purchased *options*) which are in existence but uncompleted shall be assumed to have been completed and all consequential action required to have been taken. Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and, in the opinion of the *ACD*, their omission will not materially affect the final net asset amount.

9 *Futures* or contracts for differences which are not yet due to be performed and unexpired and unexercised written or purchased *options* shall not be included under paragraph 9.

10 All agreements are to be included under paragraph 5 which are, or ought reasonably to have been, known to the person valuing the property.

11 An estimated amount for anticipated tax liabilities at that point in time including (as applicable and without limitation) capital gains tax, income tax, corporation tax and advance corporation tax, value added tax and stamp duty land tax or land and business transaction tax and stamp duty reserve tax or stamp duty will be deducted.

12 An estimated amount for any liabilities payable out of the scheme property and any tax thereon treating periodic items as accruing from day to day will be deducted.

13 The principal amount of any outstanding borrowings whenever repayable and any accrued but unpaid interest on borrowings will be deducted.

14 An estimated amount for accrued claims for tax of whatever nature which may be recoverable will be added.

15 Any other credits or amounts due to be paid into the scheme property will be added.

16 A sum representing any interest or any income accrued due or deemed to have accrued but not received will be added.

17 The total amount of any cost determined to be, but not yet, amortised relating to the authorisation and incorporation of the Company and its initial offer or issue of *shares* will be added.

Prices of Shares

The Company operates on the basis of "single swinging pricing", i.e. subject to the dilution adjustment referred to below and therefore the issue and redemption price of a *share* at a particular *valuation point* will be the same. The price of a *share* is calculated in pence to two decimal places.

- taking the *net asset value* attributable to *shares* in the *class* in question, calculated on the basis of the proportionate interest in the property of the Company attributable to that *class* at the most recent valuation of the Company; and
- dividing the result by the number of *shares* of the relevant *class* in issue immediately before the valuation concerned.

Dilution Adjustment

When the Company buys or sells underlying investments in response to a request for the issue or redemption of *shares*, it will generally incur a cost, made up of dealing costs and any indirect costs resulting from the spread between the bid and offer prices of the investment concerned, which is not reflected in the issue or redemption price paid by or to the *shareholders*. In circumstances where the *manager* is required to sell underlying investments quickly in response to redemption requests, there may be an impact on the sale price that the investments can achieve and any impact on the sale price would be an indirect cost incurred by the Company.

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

The Dilution Adjustment shall make such reasonable allowance as the *ACD* determines is appropriate for the typical market spread of the value of the assets of a *fund* and the related costs of acquisition or disposal of these assets.

Where a *fund* invests in another fund, unit trust, an open-ended investment company or any other collective investment scheme ('a collective investment vehicle'), the *ACD* may base the calculation of that part of the Dilution Adjustment relating to that investment on the calculation of the Dilution Adjustment on a look-through to the underlying assets of that collective investment vehicle.

The *ACD's* policy will be to normally impose a Dilution Adjustment where there are net inflows or outflows of the Company value on any given day are significant, although it will be imposed where the estimated potential cost to the relevant *fund* justifies its application.

The Dilution Adjustment may also be charged in the following circumstances:

(a) where a *fund* is in continual decline;

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

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

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

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

A Dilution Adjustment applies to a *fund* at a *valuation point*:

(i) if there is a net investment in that *fund* at that *valuation point*, the *share* Price is typically increased to allow for the rate of Dilution Adjustment; and

(ii) if there is a net divestment in that *fund* at the *valuation point*, the *share* Price is typically decreased to allow for the amount of the Dilution Adjustment.

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

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

For illustrative purposes, the table below shows historic information on dilution adjustments to the share price over the period 1 January 2020 to 31 December 2020.

The table below sets out recently estimated rates as at 31 December 2020.

Fund Name	Estimated Dilution Adjustment (%) Applicable For Purchases	Estimated Dilution Adjustment (%) Applicable For Sales	Number Of Days On Which A Dilution Adjustment Has Been Applied
Aberdeen UK Property Fund	5.26	1.21	254

Please note that depending on market conditions at the time of a trade, the actual dilution rate applied could differ considerably from that shown above.

The most recent price of *shares* of *classes* in issue will be available at www.aberdeenstandard.com and by telephoning 0345 113 6966 between 9.00am and 5.00pm on *business days*. Telephone calls to this number will be charged at the usual rate. Potential investors should note that *shares* are issued on a forward pricing basis and not on the basis of the published prices.

SALE, REDEMPTION, EXCHANGE, CONVERSION AND SWITCHING OF SHARES

General

The dealing office of the *ACD* is open from 9.00am until 5.00pm on each *dealing day* in respect of a *fund* to receive requests for the sale, redemption, *conversion* and *switching* of *shares* in relation to that *fund*. Dealing on the last *business day* before Christmas Day will cease at 12.00 noon.

Requests for the sale, redemption, *exchange*, *conversion* and *switching* of *shares* are normally dealt with by the issue or cancellation of *shares* by the Company. However, in certain circumstances the *ACD* may in accordance with the *COLL sourcebook*, deal with such requests by selling *shares* to, and/or repurchasing them from, the applicant as appropriate. The *ACD* is entitled to hold *shares* for its own account and to satisfy requests for the sale of *shares* from its own holding; it is required by the *COLL sourcebook* to procure the issue or cancellation of *shares* by the Company where necessary to meet any obligations to sell or redeem *shares*.

The *ACD* may not sell a *share* at a higher price, or redeem a *share* at a lower price (in both cases before application of any initial charge, or deduction of stamp duty reserve tax as applicable) than the price notified to the *depositary* in respect of the *valuation point* concerned.

For the purpose of dealing in *shares*, all investors will be regarded as retail clients. This does not, however, restrict the type of *share class* that can be invested into nor determine whether investors will be eligible complainants or eligible claimants for the purposes of *FCA* complaints and compensation rules.

The *ACD* is under no obligation to account to the Company or to *shareholders* or any of them for any profit it makes on the issue of *shares* or on the reissue or cancellation of *shares* which it has redeemed and will not do so.

Market Timing

The *ACD* and *investment adviser* apply a number of policies and procedures designed to protect the Funds from being adversely impacted by the trading strategies of investors. In particular, the *ACD* typically applies a Dilution Adjustment in the event that net subscriptions and redemptions are considered by the *ACD* to be significant, as described more fully in the section entitled "*Dilution*" above, unless it is satisfied that such trading should not be dilutive of the interests of *long term* investors. This adjustment accrues to the benefit of the Company itself.

The trading strategies of the *shareholders* are closely monitored to ensure that in the event of *short-term* trading policies becoming apparent, the terms of business are reviewed.

As a result of these policies the *ACD* believes that these *funds* are unlikely to be of interest to *short term* traders.

Late trading is illegal as it violates the provisions of this Prospectus. The *ACD* has rigorous procedures in place to help prevent market timing taking place. The effectiveness of these procedures is closely monitored. Where the *ACD* believes that a reliable price cannot be established as at the *valuation point*, dealing in the relevant *fund* may be suspended.

Anti-Money Laundering

Under the UK money laundering regulations, as amended from time to time, the *ACD* is required to verify investor identity in order to comply with UK money laundering legislation. This involves obtaining independent documentary evidence confirming identity and permanent residential address. This may involve an electronic check of information. By signing an application form the investor acknowledges that such checks will be undertaken. If the *ACD* cannot confirm your name and address in this manner, you may be contacted with a request for additional documentation.

In the case of bodies corporate, trusts and other legal arrangements, it is also required to establish the identity of any trustees or other controllers who have greater than 25% control of the *body corporate* or property of the trust that are not named on the application. In addition, it is also required to establish the identity of any individuals who have a specified beneficial interest in the units. In the case of individuals, it is required to establish the identity of any individuals who have a specified beneficial interest in the units that are not named on the application. The applicant retains legal title to the units and instructions will only be accepted from the applicant. The beneficial owner details are required for anti-money laundering purposes only. The *ACD* reserves the right to refuse any application to invest without providing any justification for doing so.

Liquidity Risk Management

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

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

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

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

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

If our policy for managing *liquidity* should change, *shareholders* will be notified appropriately depending on the materiality of the change.

Bodies Corporate and nominees acquiring Shares in the Aberdeen UK Property Fund

The *ACD* permits investment in the Aberdeen UK Property Fund by Bodies Corporate investing on their own account but only in accordance with the following conditions. Bodies Corporate which do not meet the following conditions can only invest indirectly through the *feeder* fund:

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

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

   (i) all the *shares* as beneficial owner; or

(ii) all the *shares* for one or more persons who are not Bodies Corporate; or

(iii) some or all of the *shares* on behalf of one or more other Bodies Corporate

b. If (a)(iii) above applies, the nominee must further certify that:

(i) its own interest (if any) is less than 10% of the *NAV* of the Aberdeen UK Property Fund;

(ii) the interest of each beneficial owner which is a *body corporate* for which it holds *shares* is less than 10% of the *NAV* of the Aberdeen UK Property Fund; and

(iii) each of the other Bodies Corporate has given the undertakings described in (d) below.

c. Undertaking required from any corporate nominee

Any *body corporate* that acquires *shares* and holds them otherwise than as beneficial owner must undertake to disclose to the *ACD* the names and Shareholding of each *body corporate* on whose behalf it is holding *shares* (if any).

d. Undertaking regarding size of holding required from any corporate owner

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

(i) not to acquire 10% or more of the *NAV* of the Aberdeen UK Property Fund; and

(ii) on becoming aware that it has acquired 10% or more of the *NAV* of the Aberdeen UK Property Fund, to reduce its holding of that *NAV* below 10%.

e. The *ACD's* policy, in order to protect investors, is to work with an 8% tolerance limit as set out below. In the event that a *body corporate* exceeds 8% of the *net asset value*, but wishes to remain invested in the Aberdeen UK Property Fund, the *ACD* intends to contact that *body corporate* with a view to exchanging some or all of its *shares* in the Aberdeen UK Property Fund for units in the *feeder fund*. In the event that a *body corporate* reaches approximately 8% of the *net asset value* the *ACD* may, in its absolute discretion, exchange the excess of their Shareholding for units in the *feeder fund* or compulsorily redeem the excess in each case as described below. The *ACD* will reduce the *body corporate's* holdings in the Aberdeen UK Property Fund to 7% of the *net asset value*, or such other figure within 7% to 8% as the *ACD* shall in its discretion decide.

The *ACD* will effect such exchange at the price at the *valuation point* on that *dealing day* i.e. *shares* in the Aberdeen UK Property Fund will be redeemed at the price at the *valuation point* on that *dealing day* and units in the *feeder fund* will be issued at the same price.

Sale

General

Following the initial issues described above application may be made by anyone for those *classes* of *shares* which are available for each *fund*. Dealings are at forward prices i.e. at a price calculated by reference to the next valuation following receipt of the application. *shares* to satisfy an application received before the *valuation point* of the appropriate *fund* on a *dealing day* will be sold at a price based on that day's valuation and *shares* to satisfy an application received after that time, or on a day which is not a *dealing day*, at a price based on the valuation made on the next *dealing day*. Dealing requests received from the *feeder fund* after the *valuation point* in the *PAIF fund* but before 8pm on that *dealing day* may still be accepted by the *ACD* and dealt with at the price calculated on that *dealing day*.

Applications may be made by completing an application form and sending it to the *ACD* at Aberdeen Standard Fund Managers Limited PO Box 12233 Chelmsford CM99 2EE, by telephoning the *ACD* between 09.00 and 17.00 on 0345 113 6966 (special dealing line) or by fax on 0330 123 3580.

The *ACD* may from time to time make arrangements to allow *shares* to be purchased electronically or through other communication media. Certain institutional investors may communicate electronically as agreed with the *ACD*. For further details and conditions please contact the *ACD*.

Application forms are available from the *ACD*. Applications made either by telephoning the *ACD* or in writing are irrevocable. Subject to its obligations under the *COLL sourcebook*, the *ACD* reserves the right to reject any application in whole or in part. In that event application moneys or any balance will be returned to the applicant by post at his risk.

All telephone calls to the dealers are recorded in the best interests of both the investor and the *ACD*.

The Company is subject to the Proceeds of Crime Act and the *ACD* may at its discretion require verification of identity from any person applying for *shares* (the "Applicant") including, without limitation, any Applicant who:

(a) tenders payment by way of cheque or banker's draft on an account in the name of a person or persons other than the Applicant; or

(b) appears to the *ACD* to be acting on behalf of some other person.

In the former case verification of the identity of the Applicant may be required. In the latter case, verification of the identity of any person on whose behalf the Applicant appears to be acting may be required. Please note each application must be accompanied by details, including full names, of any beneficial owners of the investment.

Applications will not be acknowledged but a contract note or electronic confirmation will be sent on or before the *business day* next following the relevant *dealing day*. Where the total price payable for all *shares* for which the application is made would include a fraction of one penny it will be rounded up or down to the nearest penny.

If an applicant defaults in making any payment in money or a transfer of property due to the *ACD* in respect of the sale or issue of *shares*, the Company is entitled to make any necessary amendment to the register and the *ACD* will become entitled to the *shares* in place of the applicant, (subject in the case of an issue of *shares* to the *ACD's* payment of the purchase price to the Company). The *ACD* may at its discretion delay arranging for the issue of *shares* until payment has been received.

Other than in respect of *class* Y *shares*, if payment has not already been made, this will be due in *cash* or cleared funds not later than the third *business day* after the relevant *dealing day*. In respect of *class* Y *shares*, this payment will be due no later than the second *business day* after the relevant *dealing day*. The *ACD* may at its discretion delay arranging for the issue of *shares* until payment has been received.

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

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

In-specie application

The *ACD* may, by special arrangement and at its discretion, agree to arrange for the issue of *shares* in exchange for assets other than *cash*, but only if the *depositary* is satisfied that acquisition of the assets in exchange for the number of *shares* to be created is not likely to result in any material prejudice to the interests of holders or potential holders of *shares* linked to the Company concerned.

Redemption

General

Shares in each *fund* may be redeemed on any *dealing day*. Dealing is at forward prices as explained under "Sale" above. *Shares* to be redeemed pursuant to a redemption request received before the *valuation point* of the appropriate *fund* on a *dealing day* will be redeemed at a price based on that day's valuation and *shares* to be redeemed pursuant to a redemption request received after that time, or on a day which is not a *dealing day*, at a price based on the valuation made on the next *dealing day*. Redemption instructions may be given by delivering to the *ACD* written instructions for redemption (by letter or fax) or by telephoning the *ACD* between 09.00 and 17.00 on 0345 113 6966 (special dealing line) or by fax to 0330 123 3580.

The *ACD* may from time to time make arrangements to allow *shares* to be redeemed electronically or through other communication media. Certain institutional investors may communicate electronically as agreed with the *ACD*. For further details and conditions please contact the *ACD*.

Redemption instructions given by telephone must be confirmed in writing (by letter or fax) prior to redemption proceeds being remitted. Redemption instructions are irrevocable.

A redemption contract note or electronic confirmation will be sent on or before the *business day* next following the relevant *dealing day*. Where the total consideration for the transaction would include a fraction of one penny it will be rounded up or down to the nearest penny. There may also be deducted, if the consideration is to be remitted abroad, the cost of remitting it. If a redeeming *shareholder* wishes to be paid other than by means of a cheque, the *ACD* will be happy to arrange this at the cost to the *shareholder*. Other than in respect of *class* Y *shares*, the redemption price will be paid not later than the close of business on the third *business day* after the later of the following times:

(a) the *valuation point* immediately following the receipt by the *ACD* of the request to redeem the *shares*; and

(b) the time when the *ACD* has received all duly executed instruments and authorisations as effect (or enable the *ACD* to effect) transfer of title to the *shares*.

In respect of *class* Y *shares*, the redemption price will be paid not later than the close of business on the second *business day* after the later of the above times.

Neither the Company nor the *ACD* is required to make payment in respect of a redemption of *shares* where the money due on the earlier issue of those *shares* has not yet been received or where the *ACD* considers it necessary to carry out or complete identification procedures in relation to the holder or another person pursuant to a statutory, regulatory or European Community obligation (such as the Money Laundering Regulations 1993).

Where the *shareholder* wishes to redeem part (rather than the whole) of his holding of *shares*, the *ACD* may decline to redeem those *shares* (and the *shareholder* may, therefore, be required to redeem his entire holding of those *shares*) if either (1) the number or value of *shares* which he wishes to redeem would result in the *shareholder* holding *shares* in a *fund* with a value less than the minimum holding specified in the section above entitled "*shares in the Company*" in respect of that *fund* or (2) the value of the *shares* in a *fund* which the *shareholder* wishes to redeem is less than the minimum partial redemption (if any) specified also in the section entitled "*shares in the Company*" in respect of that *fund*.

In-specie Redemption

The *ACD* does not generally intend to permit in specie redemptions of *shares.* Where a *shareholder* requests redemption of a number of *shares*, the *ACD* at its discretion may, by serving notice of election on the *shareholder* not later than the close of business on the second Business day following the day of receipt of the request, elect that the *shareholder* shall not be paid the redemption price of his *shares* but instead there shall be a transfer to that holder of property of the relevant *fund* having the appropriate value. Where such a notice is so served on a *shareholder*, the *shareholder* may serve a further notice on the *ACD* not later than the close of business on the fourth business day following the day of receipt by the *shareholder* of the first mentioned notice requiring the *ACD*, instead of arranging for a transfer of property, to arrange for a sale of that property and the payment to the *shareholder* of the net proceeds of that sale. The selection of scheme property to be transferred (or sold) is made by the *ACD* in consultation with the *depositary*, with a view to achieving no more advantage or disadvantage to the *shareholder* requesting redemption of his *shares* than to continuing *shareholders*. The Company may retain out of the property to be transferred (or the proceeds of sale) property or *cash* of value or amount equivalent to any stamp duty reserve tax to be paid in relation to the cancellation of the *shares*.

Deferred Redemption

The *ACD* may defer redemptions in times of high redemptions. For this purpose "high redemptions" are redemptions that at a *valuation point* on any given *dealing day* exceed 5% of a fund's net asset value. The ability to defer redemptions is intended to protect the interests of *shareholders* remaining in the fund and will give the *ACD*, in times of high redemptions, the ability to defer redemptions at a particular *valuation point* on a *dealing day* to the *valuation point* on the next *dealing day*. This is intended to allow the *ACD* to match the sale of scheme property to the level of redemptions. Subject to the *FCA* Rules and to sufficient *liquidity* being raised at the next *valuation point* all deals relating to the earlier *valuation point* will be completed before those relating to the later *valuation point* are considered.

Transfer of Shares

A *shareholder* is entitled (subject as mentioned below) to transfer *shares* by an instrument of transfer in any usual or common form or in any other form approved by the *ACD*. The *ACD* is not obliged to accept a transfer if it would result in the holder, or the transferee, holding less than the minimum holding of *shares* of the *class* in question or breaching any other eligibility criteria set out in this Prospectus. The instrument of transfer must be lodged with the Registrar for registration. The transferor remains the holder until the name of the transferee has been entered in the register.

The Company or the Registrar may require the payment of such reasonable fee as the *ACD* and the Company may agree for the registration of any grant of probate, letters of administration or any other documents relating to or affecting the title to any *share*

Direct Issue or Cancellation of Shares by an ICVC through the ACD

Shares are issued or cancelled by the *ACD* making a record of the issue or cancellation and of the number of *shares* of each *class* concerned.

Conversions, Switching and Exchanges

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

- *Convert* all or some of his *shares* of one *class* in a *fund* for another *class* of *shares* in the same *fund*;
- *Switch* all or some of his *shares* in one *fund* for *shares* in another *fund*; or
- *Exchange* all or some of his *shares* in the *feeder fund* for *shares* in the *PAIF fund*. Further detail on this is set out in the section entitled "*Exchanging between the Company and the feeder fund*" below.

However, investors wishing to *convert* or *switch* into gross *shares* (if they are available) must first complete a Declaration of Eligibility and Undertaking that may be obtained from the *ACD* and must be returned to the Administrator before gross *shares* will be issued.

Conversions

Conversions will be effected by the *ACD* recording the change of *share class* on the Register.

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

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

Conversions will not be treated as a disposal for capital gains tax purposes and no stamp duty reserve tax will be payable on the *conversion*.

There is no fee on *conversions*.

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

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

Mandatory Conversion of Shares

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

Switches

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

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

The *ACD* may at its discretion make a charge on the *switching* of *shares*. Any such charge on *switching* does not constitute a separate charge payable by a *shareholder*, but is rather the application of any redemption charge on the Original *shares* and any initial charge on the New *shares*, subject to certain waivers.

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

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

A *shareholder* who *switches shares* will not be given a right by law to withdraw from or cancel the transaction.

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

Suspension of Dealings

The *ACD* may, with the prior agreement of the *depositary*, and shall if the *depositary* so requires, without prior notice to holders, temporarily suspend the issue, cancellation, sale and redemption of *shares* in any or all of the funds or *classes* where, due to exceptional circumstances, it is in the interests of all *shareholders* to do so in the relevant fund, funds, *class* or *classes*. The *ACD* or the *depositary* (as appropriate) will immediately inform the FCA of the suspension and the reasons for it and will follow this up as soon as practicable with written confirmation. The *ACD* will notify *Shareholders* of such suspension in dealings as soon as is practicable after suspension commences and will keep them informed about the suspension. Suspension will continue only for so long as it is justified having regard to the interests of the *shareholders* and will be formally reviewed by the *ACD* and the *depositary* at least every 28 days. On a resumption of dealings following suspension, it is anticipated that *share* pricing and dealing will take place at the *dealing days* and times stated in this Prospectus.

During a suspension none of the obligations in COLL 6.2 (Dealing) will apply but the *ACD* will comply with as much of COLL 6.3 (Valuation and Pricing) during the period of suspension as is practicable in light of the suspension.

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

Other Dealing Information

Bodies Corporate holding Shares in the Company

If a *body corporate* should be or become beneficially entitled directly or indirectly to 8% or more of the *net asset value* in the Company, or the *ACD* reasonably believes this to be the case, then the *ACD* will immediately notify the *body corporate* and the *body corporate* shall immediately be deemed to have renounced title to the proportion of the holding above 7% (or such other figure as the *ACD* shall in its discretion decide, but not below 7%) to the *ACD* which the *ACD* shall *exchange* for *units* in the *feeder fund* to be issued to the *body corporate* with all reasonable speed. Typically the *ACD* will reduce the *body corporate's* holding in the Company to 7% of the *net asset value*, but may at its discretion choose a figure between 7% and 8%. This would normally be at the next *valuation point*. The *ACD* will effect such *exchange* at the price at the *valuation point* on that *dealing day* i.e. *shares* in the Company will be redeemed at and *units* in the *feeder fund* will be issued at the same price.

If for any reason the *ACD* is unable to *exchange* the *shares* for *units* as described in the preceding paragraph, then the *body corporate* shall be deemed to have given a written request for the redemption or cancellation (at the discretion of the *ACD*) of the proportion of the *shares* in the Company representing the excessive holding above 8% (or the proportion the *ACD* reasonably believes to be an excessive holding). Where a request in writing is given or deemed to be given for the redemption or cancellation of affected *shares*, such redemption will (if effected) be effected in the same manner as provided for in the *COLL sourcebook*. This would normally be at the next *valuation point*.

In the event that a *body corporate* is close to reaching the *ACD's* 8% tolerance limit, the *ACD* intends to contact the *body corporate* to inform it that it is reaching this limit. The *ACD* will request that the *body corporate* moves the balance over 7% (or such other figure as the *ACD* in its discretion decides between 7% and 8%) of the *net asset value* into the *feeder fund* (by an *exchange* and issue of *units*) or redeem *shares* representing the excess above 8%. Again such *exchange* would be effected at the price of the *shares* at the *valuation point* on that *dealing day*.

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

Furthermore, pursuant to COLL 4.2.5 R 22A (3), in the event that the *ACD* reasonably considers that a *body corporate* holds 8% or more of the *net asset value* the *ACD* is entitled to delay any redemption or cancellation of *shares* if that *ACD* considers that action to be necessary in order to enable an orderly reduction of the holding down to 7% and if it is in the interests of *shareholders* of the Company as a whole.

Exchanging between the Company and the Feeder Fund

The *ACD* is aware that certain holders who are eligible to invest in the *PAIF fund* are unable to do so for administrative reasons and at present invest through the *Feeder Fund*. When these investors are in a position to invest directly in the *PAIF fund*, they may be able to exchange their holdings of *units* in the *Feeder Fund* for *shares* in the *PAIF fund*. The *ACD* intends to facilitate exchanges between the *Feeder fund* and the *PAIF fund* at a date which will be confirmed by the *ACD* on receipt of a completed *exchange* Form (as available from the *ACD*). Any such requests not made on a completed *exchange* Form will not be accepted. Eligible investors using these *exchange* arrangements would benefit from income and capital gains tax advantages.

An *exchange* made using the *exchange* Form would take place with the agreement of the *ACD* so that the disposal would qualify for capital gains tax rollover relief. The new *shares* in the *PAIF fund* issued to the investors will therefore have the same acquisition cost and acquisition date for capital gains tax purposes as their original holding of *units* in the Feeder *fund*. Where *units* in the Feeder *fund* are *exchanged* for *shares* in the *PAIF fund*, *units* in the Feeder *fund* will ordinarily be redeemed in the Feeder *fund* at the price of its *units* calculated in accordance with its prospectus and *shares* in the *PAIF fund* will be issued at the price of its *shares* at the *valuation point* on that *dealing day*.

Where *shares* in the *PAIF fund* are *exchanged* for *units* in the *feeder fund*, *shares* in the *PAIF fund* will ordinarily be redeemed and *units* in the Feeder *fund* will ordinarily be issued at, the price of each, as relevant, at the *valuation point* on that *dealing day*. The prices of the *PAIF fund* and the *feeder fund* may not be the same on any *dealing day*.

Exchanging requests will require to be made to the *ACD* at Aberdeen Standard Fund Managers Limited PO Box 12233 Chelmsford CM99 2EE, by telephoning the *ACD* between 09.00 and 17.00 on 0345 113 6966 (special dealing line) or by fax on 0330 123 3580 and only by completing the *exchange* Form.

Unitholders moving into the *PAIF fund* will be required to complete not only the *exchange* Form but also a Declaration of Eligibility and Undertaking and, where relevant, provide the corporate certificate and undertakings.

Restrictions and Compulsory Transfer and Redemption

The *ACD* may from time to time impose such restrictions, as it may think necessary for the purpose of ensuring that no *shares* are acquired or held by any person in circumstances (the “relevant circumstances”):

1. which constitutes a breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or
2. which would require the Company, the *ACD* or the Investment *manager* to be registered under any law or regulation of any country or territory or cause the Company to apply for registration or comply with any registration requirements in respect of any of its *shares* whether in the US or any other jurisdiction in which it is not currently registered; or
3. which would (or would if other *shares* were acquired or held in like circumstances), in the opinion of the *ACD*, result in the Company, its *shareholders*, the *ACD* or the Investment *manager* incurring any liability to taxation or suffering any other legal, regulatory, pecuniary or other adverse consequence which it or they might not have otherwise suffered; or
4. where such person is a US Person or is holding the *shares* for the account or benefit of a US Person.

For the purposes of the “relevant circumstances” above, “Investment *manager*” shall include the *investment adviser* and any other person appointed by the *ACD* and/or the Company to provide investment management and/or investment advisory services in respect of the scheme property of the Company or in respect of the Company.

In connection with the relevant circumstances, the *ACD* may, inter alia, reject at its discretion any application for the purchase, sale, or *switching* of *shares*.

If it comes to the notice of the *ACD* that any *shares* ("affected *shares*") are owned whether beneficially or otherwise in any of the relevant circumstances or if it reasonably believes this to be the case, the *ACD* may give notice to the holder(s) of the affected *shares* requiring the transfer of such *shares* to a person who is qualified or entitled to own them or the *switch*, where possible, of the affected *shares* for other *shares* the holding or acquisition of which would not fall within any of the relevant circumstances ("non-affected *shares*") or that a request in writing be given for the redemption or cancellation of such *shares* in accordance with the COLL Rules. If any person upon whom such a notice is served does not within 30 days after the date of such notice transfer his affected *shares* to a person qualified to own them or *switch* his affected *shares* for non-affected *shares* or establish to the satisfaction of the *ACD* (whose judgement is final and binding) that he and any person on whose behalf he holds the affected *shares* are qualified and entitled to own the affected *shares*, he shall be deemed upon the expiration of that 30 day period to have given a request in writing for the redemption or cancellation of all the affected *shares* pursuant to the COLL Rules.

A person who becomes aware that he is holding or owns (whether beneficially or otherwise) affected *shares* in any of the relevant circumstances shall forthwith, unless he has already received a notice as aforesaid, either transfer all his affected *shares* to a person qualified to own them or, where possible, *switch* the affected *shares* for non-affected *shares* or give a request in writing for the redemption or cancellation (at the discretion of the *ACD*) of all his affected *shares* pursuant to the COLL Rules.

If:-

a. at any time when *shares* in respect of which income is allocated or paid without deduction of UK income tax ("gross paying *shares*") are in issue, the Company or the *ACD* becomes aware that the holder of such gross paying *shares* has failed or ceased to be entitled to have income so allocated or paid; or

b. at any time the Company or the *ACD* becomes aware that the holder of any *shares* has failed or ceased for whatever reason to be entitled to hold those *shares*;

the Company shall, without delay, treat the *shareholder* concerned as if he had served on the Company a *switching* notice requesting *switching* of all such *shares* owned by such *shareholder* for *shares* (which in the case of a holder referred to in (a) above shall be *shares* in respect of which income is allocated or paid net of tax ("net paying *shares*")) of the *class* or *classes* which, in the opinion of the *ACD*, most nearly equates to the *class* or *classes* of *shares* originally held by that *shareholder*.

If:-

a. at any time when gross paying *shares* are in issue, a *shareholder* who holds gross paying *shares* fails or ceases to be entitled to have income so allocated or paid without deduction of UK income tax; or

b. at any time the holder of any *shares* fails or ceases for whatever reason to be entitled to hold those *shares*;

he shall, without delay, give notice thereof to the Company and the Company shall, upon receipt of such a notice (if no request has been made for the transfer or repurchase of such *shares*) treat the *shareholder* concerned as if he had served on the Company a *switching* notice requesting *switching* of all such *shares* owned by such *shareholder* for *shares* (which in the case of a *shareholder* referred to in (a) above shall be net paying *shares*) of the *class* or *classes* which, in the opinion of the *ACD*, most nearly equates to the *class* or *classes* of *shares* originally held by that *shareholder*.

Publication of Prices

Buying and selling prices of the *shares* are available on the website at www.aberdeenstandard.com or by calling customer services on 0345 113 6966.

Neither the Company nor the *ACD* are responsible for any errors in publication or for non-publication. The *ACD* issues and redeems *shares* on a forward pricing basis, not on the basis of the published prices.

DISTRIBUTIONS

The annual accounting period for the Company ends on 31 December (the "accounting reference date") or a day chosen by the *ACD*, with the agreement of the *depositary*, being within seven days of that date. The quarterly accounting periods end on 31 March, 30 June and 30 September in each year or a day chosen by the *ACD* with the agreement of the *depositary*, being within seven days of that date.

Each individual *fund* distributes or accumulates substantially all its income. The quarterly income payment dates for each *fund* are 28 February (final), 31 May, 31 August and 30 November. Payment or accumulation of income will be made on or before this date every year. The ex-dividend date and record date is the first day of the month following the end of the previous accounting reference period. Income earned in an interim accounting period may not all be distributed immediately but retained and used to ensure that distributions paid throughout the year are broadly similar. This policy is known as smoothing. The *ACD* reserves the right to apply this policy to funds from time to time as appropriate.

The amount of the net distribution will be paid direct to the *shareholder*'s bank or building society account. If account details have not been supplied with the application, then the investment will be made in the accumulation *shares* of the same *share class*. Distributions cannot otherwise be reinvested.

Any distributions which remain unclaimed for a period of six years after having become due for payment shall be forfeited and revert to the Company.

Distributions for accumulation *shares* will automatically be added to the capital of the relevant *fund* and will be reflected in the value of each *share* of such *fund*.

Distribution statements and tax certificates will be sent to *shareholders*.

Determination of Distributable Income

The income available for distribution or accumulation in relation to a *fund* is determined in accordance with the *COLL sourcebook*. Broadly it comprises all sums deemed by the Company, to be in the nature of income received or receivable for the account of the Company and attributable to the Company in respect of the accounting period concerned, after deducting net charges and expenses paid or payable out of such income and after making such adjustments as the *ACD* considers appropriate, following consultation with the auditors in accordance with the *COLL sourcebook*, in relation to taxation and other matters.

Each allocation of income made in respect of any *fund* at a time when more than one *class* of *shares* is in issue in respect of that *fund*, shall be effected by reference to the relevant holder's proportionate interest in the scheme property of the Company in question. This will be ascertained for each *class* as follows:

1 A notional account will be maintained for each *class*. Each account will be referred to as an Entitlement Account.

2 There will be credited to this Entitlement Account:

- the capital amount of the price paid for the *shares* of that *class* (i.e. excluding any initial charges);
- that *class*' proportion of the capital appreciation attributable to the Company;
- that *class*' proportion of the Company's income received and receivable;
- in the case of accumulation *shares*, income previously allocated and so accumulated to *shares* in respect of previous accounting periods.

3 There will be debited to the Entitlement Account:

- any redemption payment made for the cancellation of *shares* of the relevant *class*;
- that *class*' proportion of any capital depreciation attributable to the Company;
- all distributions of income (including equalisation) made to *shareholders* of that *class*;
- all costs, charges and expenses incurred solely in respect of that *class*;
- that *class*' *share* of the costs, charges and expenses incurred in respect of that *class* and one or more other *classes* in the Company, but not in respect of the Company as a whole;

- that *class*' proportion of the costs, charges and expenses incurred in respect of or attributable to the Company as a whole.

4 In each case, the *ACD* will make such adjustments for taxation matters as the *ACD* considers appropriate after consultation with the auditors such that no particular *class* suffers material prejudice as opposed to another *class*.

5 Where a *class* is denominated in a currency which is not the base currency, the balance on the Entitlement Account shall be converted into the base currency in order to ascertain the proportion of all *classes*. *Conversions* between currencies shall be at a rate of exchange decided by the *ACD* as being a rate that is not likely to result in any material prejudice to the interests of *shareholders* or potential *shareholders*.

Income Equalisation

The price of a *share* of a particular *class* is based on the value of the *class*' entitlement in the relevant *fund* including its entitlement to the income of the Company since the previous distributions or, in the case of accumulation *shares*, deemed distribution. In the case of the first distribution received in respect of a *share*, part of the amount, namely the equalisation payment, is a return of capital and is not taxable as income in the hands of the *shareholder*. This amount is, however deducted from the cost of the *share* in computing any capital gains. In the case of accumulation *shares*, the equalisation payment is reinvested along with taxed income, as a result no adjustment is made to the cost of the *share* for capital gains tax purposes.

Equalisation applies only to *shares* purchased during the relevant accounting period. It is calculated as the *average* amount of income included in the issue price of all *shares* concerned issued during the period ("Group 2 *shares*"). Equalisation is calculated on a deal by deal basis using an income per *share* rate calculated to two decimal places, with the total equalisation on the deal rounded to the nearest penny.

Equalisation will not be applied to *class* F *shares*.

CHARGES AND EXPENSES

ANNUAL MANAGEMENT CHARGE

There is an annual management charge which is calculated and accrued daily. It is paid monthly in arrears as soon as practicable after the month end out of the property of each *fund* by way of remuneration for the services of the *ACD*. The charge will be calculated separately in respect of each *class* of *share* linked to the Company, as a percentage rate per annum of net asset value of the proportionate interest in the property of the Company represented by the *class*. It is calculated on a daily basis by reference to that proportion of the *net asset value* of that *fund* at the *valuation point* on the previous business day, taking into account any sales and/or redemptions on that day. Value Added Tax, if any will be payable in addition to these charges. Any increase requires, not less than 60 days before the increase, prior notice in writing to be given to *shareholders* and revision of this Prospectus to reflect the current rate and the date of its commencement.

The first accrual will be in respect of the period from the day on which the first valuation of the Company is made and the above provisions will apply accordingly. The annual management charge will cease to be payable (in relation to a *fund*) on the date of commencement of its termination, and (in relation to the Company as a whole) on the date of the commencement of its winding up or, if earlier the date of the termination of the *ACD's* appointment as such. The amount(s) accruing before the event concerned will be adjusted accordingly.

Given the dual nature of the structures no double charging occurs within the Aberdeen *PAIF* and Feeder Fund. Investors in the *PAIF fund* who access the *PAIF* Fund through the F *share class* will not be double charged. This is achieved by:

- an annual management charge being charged on the Unit *classes* in the *feeder fund* as set out in the Feeder Prospectus but no Operating, Administrative and Servicing Expenses being levied on an investor's holding in the *feeder fund*; and
- the F *share class* in the *PAIF* Fund having no annual management charge but the Operating, Administrative and Servicing Expenses will be charged at the rates set out in the *PAIF* prospectus.

Current annual management charges

	A Shares	I Shares	J Shares	F Shares	M Shares	Y Shares	Z Shares
Aberdeen UK Property Fund	1.20%	0.75%	0.67%	N/A	0.75%	0%	0%

Initial Charge

An initial charge may be deducted from the subscription amount and retained by the Company. There is currently no initial charge for investing in any *fund*.

Investors should refer to www.aberdeenstandard.com for up-to-date information on the actual initial charge applicable at any time.

Exit charge

An exit charge calculated as a percentage of any redemption proceeds may be charged by the *ACD*. Currently the *ACD* does not typically levy an exit charge.

Charges on Conversion, Switching or Exchanges

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

Expenses

Certain expenses incurred by the *ACD* may be reimbursed by the Company (see "*Other Payments out of Scheme Property*" below). All *PAIF fund* expenses will be charged to income.

Operating, Administrative and Servicing Expenses

Ordinary operating expenses incurred by the Company will generally be paid out of the assets of the relevant *fund*. To seek to protect the *shareholders* from fluctuations in these expenses, the total amount of these expenses to be borne by each *share class* (the "**Operating, Administrative and Servicing Expenses**") will be fixed.

It should be noted that whilst many of the fees can be fixed the fees relating to the property assets are still variable and are not included in the Operating, Administrative and Servicing Expenses.

The Operating, Administrative and Servicing Expenses do not include any of the applicable annual management, initial or exit charges described in the preceding section of this Prospectus, nor any of the other costs and expenses set out under the sub-heading below 'Other Payments out of Scheme Property' which will be incurred by the Company and are payable out of the assets of the relevant *share class*.

The current maximum *fixed rate* in respect of all *share classes* is 0.2% of the *net asset value* of each *share class*. The effective *fixed rate* of the Operating, Administrative and Servicing Expenses below this maximum level may vary at the *ACD's* discretion in accordance with the *COLL sourcebook* and different rates will apply across the *funds* and *share classes*.

The *ACD* may amend the maximum *fixed rate* of the Operating, Administrative and Servicing Expenses applicable to each *share class* at any time at its discretion in accordance with the *COLL sourcebook*. In the event that the *ACD* exercises this discretion and the maximum *fixed rate* of the Operating, Administrative and Servicing Expenses changes, *shareholders* will be notified in accordance with the rules of the *COLL sourcebook* relating to notifications of that nature, and this Prospectus will be updated accordingly.

The Operating, Administrative and Servicing Expenses for each *share class* will be calculated and accrued at each *valuation point* based on the appropriate effective rate and the Net Assets of each *share class*. The Operating, Administrative and Servicing Expenses will be calculated taking account of any discount to be applied, as indicated in the table below, based on the total *NAV* of the Company on that *dealing day*. The Operating, Administrative and Servicing Expenses will be paid monthly, in arrears, from the income of the Company.

The effective Operating, Administrative and Servicing Expenses are disclosed in Appendix B as well as in the relevant NURS-KII from time to time as part of the total ongoing charges figure of each *share class*, which includes the annual management charge ("AMC") and any excluded expenses. The Operating, Administrative and Servicing Expenses are also disclosed in the half-yearly and annual long reports of the Company, which are available, together with the NURS-KIIs, at www.aberdeenstandard.com. In the event that the *ACD* changes the effective *fixed rate* of the Operating, Administrative and Servicing Expenses applicable to a *share class* (within the maximum *fixed rate*), the change will be made and *shareholders* will be notified as required by the rules of the *COLL sourcebook* and the ongoing charges figure in the relevant NURS-KII will be updated accordingly.

The Operating, Administrative and Servicing Expenses are fixed in the sense that the *ACD*, or another associated company as appointed by the *ACD*, will bear any excess in actual ordinary operating expenses to any such Operating, Administrative and Servicing Expenses charged to the *share classes*. Conversely, the *ACD*, or another associated company as appointed by the *ACD*, will be entitled to retain any amount of Operating, Administrative and Servicing Expenses charged to the *share classes* exceeding the actual ordinary operating expenses incurred by the respective *share classses*, including any cost savings.

In addition, in order to pass on any savings which may be made through economies of scale by any *funds* which have significant levels of assets, the following discounts will be applied to the Operating, Administrative and Servicing Expenses of all *share classes* of such *funds*:

NAV of fund (GBP):	Discount to be applied to the Operating, Administrative and Servicing Expenses (per annum):
Below 600,000,000	No Discount
Between 600,000,000 and 1,200,000,000	0.005%
Between 1,200,000,000 and 1,800,000,000	0.01%
Between 1,800,000,000 and 2,400,000,000	0.015%
Between 2,400,000,000 and 3,000,000,000	0.02%
Between 3,000,000,000 and 3,600,000,000	0.025%
Above 3,600,000,000	0.03%

Where an applicable threshold level of *net asset value* is achieved by a *fund* on the last business day of any month, the relevant discount will apply to that *fund* in relation to such month.

The Operating, Administrative and Servicing Expenses for the *share classes* include the following, though for the avoidance of doubt not expenses which relate to the holding, developing, managing, acquiring or selling of property assets contained in the Company or those set out under the sub-heading below '**Other Payments out of Scheme Property**':

- the *depositary* fees (which will exclude transactions fees as set out below and any litigation expenses);
- all charges and expenses incurred in connection with the collection and distribution of income relating to the Company and not the property assets contained in the Company;
- fees and expenses payable to any professional adviser advising or assisting the *depositary*;
- the charges and expenses payable to the Custodian to whom the *depositary* has delegated the function of custody of the scheme property, such charges being subject of agreement between the *depositary*, the Company and the Custodian (subject to the *COLL sourcebook*) from time to time. As Custodian of the scheme property the Custodian will be paid custody, other transactions and bank charges plus VAT (if any) together with out of pocket expenses.
- the Registrar's fees;
- the *platform dealing charge* (where applicable);
- the costs of listing the prices of the *funds* in publications and information services selected by the *ACD* including Bloomberg and Reuters;
- the costs of printing and distributing annual, half-yearly and quarterly reports and any other reports or information provided for *shareholders*;
- the fees and any proper expenses of any professional advisers retained by the Company or by the *ACD* in relation to the Company excluding any costs relating to the management of property or assets or the calculation of capital allowances relating to the properties for the benefit of the Company;
- the costs in relation to a unitisation, amalgamation or reconstruction involving the Company or a *fund*;
- any costs incurred in respect of any meeting of *shareholders* convened on a requisition by holders, not including the *ACD* or an associate of the *ACD*;
- any costs incurred in amending the *instrument of incorporation* or this Prospectus, including costs incurred in respect of meetings of *shareholders* and/or directors of the *ACD* convened for purposes which include the purpose of amending the *instrument of incorporation* or this Prospectus;

- any fees payable in connection with the Standing Independent Valuer, but not including the Standing Independent Valuer's reasonable expenses relating to any additional services;
- the audit fee and any proper expenses of the auditors;
- any sum due by virtue of any *COLL sourcebook*, such as cancellation proceeds;
- the fees of the *FCA* and the corresponding periodic fee of any relevant regulatory authority outside the United Kingdom
- the cost of printing, translating and distributing promotional material as permitted by the *COLL sourcebook* in respect of the Company or any *fund*; and
- any value added or similar tax applicable to any of the costs, charges, fees and expenses listed above.

Other Payments out of Scheme Property

The Operating, Administrative and Servicing Expenses do not include any of the applicable annual management, initial or exit charges described in the preceding section of this Prospectus, nor any of the following costs and expenses, which will be incurred by the Company and are payable out of the assets of the relevant *share class*:

- dilution levy, broker commission, fiscal charges (including stamp duty) and other disbursements which are necessarily incurred in effecting transactions, including the transaction fees incurred in the buying and selling of real estate and payable to the *depositary*;
- litigation expenses, exceptional measures, particularly legal, business or tax expert appraisals or legal proceedings undertaken to protect shareholders' interests;
- any payments in relation to the *depositary* indemnity;
- interest on and other charges relating to permitted borrowings;
- taxation and other duties payable in respect of the scheme property or on the issue or redemption of *shares*;
- correspondent and other banking charges;
- in the case of a *fund* investing in another EEA and/or UK UCITS or UCI, any double charging of fees and expenses, in particular the duplication of the fees payable to the custodian(s), registrar(s), investment manager(s) and other agents, and subscription and redemption charges, which are generated both at the level of the Company and of the target funds in which the Company invests;
- any value added or similar tax applicable to any of the other payments of scheme property listed above;
- any fees and any proper expenses of any professional advisers retained by the Company or by the *ACD* in relation to the management of property or assets or the calculation of capital allowances relating to the properties for the benefit of the Company;
- any fees payable to, or in connection with the activities of, the property manager, including the property manager's reasonable expenses;
- any fees payable in connection with the services of the Standing Independent Valuer excluding any reasonable expenses relating to such additional services provided by the Standing Independent Valuer;
- the fees and expenditure incurred in relation to the immovable property ("expenditure" in this context means in respect of any moveable or immovable 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 or land and business transaction tax, stamp duty reserve tax, transfer tax, withholding tax 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, 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 (including the Property Manager's fees). It should be noted that this paragraph (vi) allows the fees and expenses of providers of general and/or specialist property management services who may be appointed in relation to any of the Company's properties from time to time to be paid out of the Scheme Property;

(vii) for any works, systems, plant or equipment or plenishings 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) 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;

(x) 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

(xi) 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 immovable property may held in terms of this Prospectus.

Payments made out of scheme property which are not directly attributable to a particular *fund* or *share class* will be allocated between *share classes* in accordance with the terms of issue of the *shares* of those *classes*.

Exemption from Liability to Account for Profits

None of the Company, the *depositary*, the *ACD*, the *investment adviser*, the Sub-Advisers or any of their associates, nor the auditors, are liable to account to the *shareholders* or any of them of any *fund* for any profit or benefit derived from or in connection with:

(a) their acting as agent for the Company in the sale or purchase of property to or from the relevant *fund*; 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 Company.

TAXATION

Taxation of the PAIF Fund

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

Capital Gains Tax

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

Corporation Tax

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

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

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

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

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

Other Taxes

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

Taxation of UK Individuals

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

Income Tax

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

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

(a) Property Income Distributions ("PIDs") – Individuals resident in the UK for tax purposes and within the charge to income tax will receive PIDs net of basic rate tax. Basic rate tax payers will have no further liability to tax on the PID. Higher rate and additional rate tax payers will have further tax to pay on the gross PID (40% and 45% respectively) but both will receive credit for tax deducted at source.

(b) PAIF distributions (interest) – All investors entitled to an income allocation in the form of an interest distribution will receive their distribution on a gross basis. Individual shareholders may benefit from the UK's personal savings allowance. The personal savings allowance exempts some interest income, including amounts taxable as interest, received or deemed to be received by UK resident individuals, from tax in the hands of basic rate taxpayers. The exempt amount is reduced for higher rate taxpayers and additional rate taxpayers will not receive an allowance. Interest income in excess of the tax payer's personal saving allowance will be taxed at 20% within the basic rate band, 40% within the higher rate band and 45% thereafter.

(c) PAIF distributions (dividend) – Dividend distributions are treated in the same way as any other UK resident company dividend. Dividend income in excess of the taxpayer's annual dividend allowance will be taxed at 7.5% within the basic rate band, 32.5% within the higher rate band and 38.1% thereafter.

Capital Gains Tax

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

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

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

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

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

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

Taxation of Corporate shareholders

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

Distribution from the PAIF fund

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

Profits on disposal of shares

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

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

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

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

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

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

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

Tax-exempt shareholders

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

Non-UK Shareholders

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

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

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

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

For all income allocations

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

Income Equalisation

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

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

Genuine diversity of ownership

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

Common Reporting Standard

The Organisation for Economic Co-operation and Development ("OECD") received a mandate from the G8/G20 countries to develop a common reporting standard ("CRS") to achieve a comprehensive and multilateral automatic exchange of information (AEOI) in the future on a global basis. The CRS requires UK financial institutions to identify financial holders and establish their tax residence. UK financial institutions should then report financial account information relating to certain accounts to the UK tax authorities, which will thereafter automatically transfer this information to the competent foreign tax authorities on a yearly basis. *Shareholders* may therefore be reported to the UK and other relevant tax authorities under the applicable rules.

A European Council Directive 2014/107/EU as regards mandatory automatic exchange of information in the field of taxation (the "Euro-CRS Directive") was adopted on 9 December 2014 in order to implement the CRS among the Member States of the European Union.

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

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

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

Compliance with US Reporting and Withholding Requirements

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

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

INVESTMENT AND BORROWING POWERS

1. **General Investment Powers**

This section sets out a summary of the investment and borrowing powers applicable in terms of the COLL Rules to each *fund* as they apply to non-UCITS retail schemes.

The scheme property of each of the *funds* will be invested with the aim of achieving the investment objective of that *fund* but subject to the limits on investment set out in COLL 5 of the COLL Rules.

Cash and near *cash* may be held in the scheme property to the extent that this may reasonably be regarded as necessary to enable the pursuit of the Company's investment objectives, *shares* to be redeemed, efficient management of that *fund* in accordance with its investment objectives or other purposes which may reasonably be regarded as ancillary to the investment objectives of that *fund*.

The following is a summary of the investment limits under the COLL Rules which currently apply to each *fund*:-

1.1 The scheme property of a *fund* must, except where otherwise provided in COLL 5 of the COLL Rules, only consist of any or all of:

1.1.1 transferable securities;

1.1.2 *money market instruments*; permitted *derivatives* and forward transactions (see below);

1.1.3 units in collective investment schemes

1.1.4 permitted deposits (see point 1.18 below);

1.1.5 permitted collective investment scheme units (see points 15 and 16 below);

1.1.6 permitted immovables (see 2 below);

1.1.7 permitted *derivatives*; and

1.1.8 gold (see 1.25 below).

1.2 Transferable securities and *money market instruments* must (i) (a) be admitted to or dealt on an eligible market; or (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; or (c) be approved *money market instruments* (as defined for the purposes of the COLL Rules) not admitted to or dealt in on an eligible market provided that certain requirements of the COLL Rules are satisfied; or (ii) subject to a limit of 20% of the *net asset value* of the scheme property of the Company, be (a) transferable securities which are not within (i) above; or (b) *money-market instruments* which are *liquid* and have a value which can be determined accurately at any time;

1.3 The eligible markets for each *fund* are listed at Appendix A. New eligible markets may be added to those lists.

1.4 Not more than 5% of the *net asset value* of the scheme property of a *fund* may consist of transferable securities which are warrants. Call *options* are not deemed to be warrants for the purposes of this 5% restriction.

1.5 For the purposes of points 1.6 and 1.7 below, a single body, in relation to transferable securities and *money market instruments*, is the person by whom they are issued; and, in relation to deposits, the person with whom they are placed. Companies included in the same group for the purposes of consolidated accounts as defined in accordance with Directive 83/349/EEC or in the same group in accordance with international accounting standards are regarded as a single body;

1.6 Not more than 20% of the *net asset value* of the scheme property of a *fund* may consist of deposits with a single body;

1.7 Not more than 10% of the *net asset value* of the scheme property of a *fund* 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 *net asset value* of the scheme property of a *fund* in respect of covered *bonds*; and (ii) the figure of 10% may be increased to 20% in value of the *net asset value* of the scheme property of a *fund* in respect of *shares* and debentures which are issued by the same body where the aim of the investment policy is to replicate the performance or composition of an index (which index must have a sufficiently diverse composition, be a representative 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%. Certificates representing certain securities are treated as equivalent to the underlying security;

1.8 The *exposure* to any one counterparty in an over the counter (OTC) *derivative* transaction must not exceed 10% of the *net asset value* of the scheme property of a *fund*;

1.9 For the purpose of calculating the limit in point 1.8:

1.9.1 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 COLL Rules; and

1.9.2 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.

1.10 In applying the COLL Rules all *derivatives* transactions are deemed to be free of counterparty risk if they are performed on an exchange where the clearing house is backed by an appropriate performance guarantee and is characterised by a daily mark-to-market valuation of the *derivative* positions and an at least daily margining.

1.11 Except in the case of a *feeder fund* and subject to 1.18 below, not more than 35% of the *net asset value* of the scheme property of a *fund* is to consist of the units of any one collective investment scheme. For this purpose, each *fund* of an umbrella scheme is treated as a separate scheme;

1.12 The limitations referred to in points 1.5 to 1.10 above do not apply to transferable securities or approved *money-market instruments* issued or guaranteed by a single *State*, local authority of the United Kingdom or an *EEA State* or public international body to which the United Kingdom or one or more *EEA States* belong ;

1.13 Up to 35% of the *net asset value* of the scheme property of a *fund* may be invested in transferable securities or approved *money-market instruments* issued or guaranteed by a single *State*, local authority of the United Kingdom or an *EEA State* or public international body to which the United Kingdom or one or more *EEA States* belong issued by any one body, in which case there is no limit on the amount which may be invested in such securities or in any one issue;

1.14 More than 35% of the *net asset value* of the scheme property of a *fund* can be invested in transferable securities or approved *money-market instruments* issued or guaranteed by a single *State*, local authority of the United Kingdom or an *EEA State* or public international body to which the United Kingdom or one or more *EEA States* belong issued by any one body provided that (a) the *ACD* has, before any such investment is made, consulted with the *depositary* and as a result considers that the issuer of such securities is one which is appropriate in accordance with the investment objectives of the Company; (b) no more than 30% of the *net asset value* of the scheme property of that *fund* consists of such securities of any one issue; (c) the scheme property of that *fund* includes such securities issued by that or another issuer of at least six different issues and (d) certain details have been disclosed in the prospectus;

1.15 The “Investment Objective and Policy” section specifies in relation to each *fund* whether or not point 1.14 above is applicable to that *fund*. Currently there are no names of the States, local authorities and public international bodies (the "issuers") issuing transferable securities or approved *money-market instruments* issued or guaranteed by a single *State*, local authority of the United Kingdom or an *EEA State* or public international body to which the United Kingdom or one or more *EEA States* belong in which each such *fund* may invest over 35% of its assets (if any) set out in the prospectus.

1.16 In and for the purposes of points 1.13 to 1.15 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 term;

1.17 The rules on spread of investments do not apply until 12 months after the later of (a) the date when the authorised order in respect of the non-UCITS retail scheme takes effect; and (b) the date of the initial offer commenced, provided that the rules on a prudent spread of risk are complied with;

1.18 A *fund* must not invest in units in a collective investment scheme unless that other scheme (1) (a) is a *UCITS* scheme or satisfies the conditions necessary for it to enjoy the rights conferred by the *UCITS Directive* as implemented in the *EEA*; or (b) is a non-UCITS retail scheme; or (c) is a recognised scheme; 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 its property consisting of units in collective investment schemes; and (4) entitles its participants 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. Not more than 15% of the *net asset value* of a *fund* may be invested in units of collective investment schemes.

1.19 For this purpose each *fund* of an umbrella scheme is treated as a separate scheme;

1.20 The scheme property attributable to a *fund* may include *shares* in another *fund* of the Company (the "Second fund") subject to the requirements of point 1.21 below:

1.21 A *fund* may invest in or dispose of *shares* of a "Second fund" provided that:

a. the Second fund does not hold *shares* in any other *fund* of the Company;

b. the requirements set out at point 1.22 below are complied with; and not more than 35% in value of the scheme property

c. of the investing or disposing *fund* is to comprise of *shares* in the Second fund;

1.22 The Funds may invest in other collective investment schemes managed or operated by, or which have as their authorised corporate director, the *ACD* or an associate of the *ACD* provided that the provisions of the COLL Rules regarding investment in such schemes are complied with;

1.23 Transferable securities or *money market instruments* on which any sum is unpaid may be held only if it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the relevant *fund* at the time when the payment is required without contravening COLL 5 of the COLL Rules;

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

1.25 Not more than 10% of the *net asset value* of the scheme property of a *fund* may include gold.

2. **Property**

2.1 "*Property investment business*" is defined in the *tax regulations* at the time of this Prospectus as property rental business (meaning property rental business within the meaning given by section 104 Finance Act 2006, and the property rental business of any intermediate holding company), owning *shares* in UK *real estate investment trusts* ("*REITs*"), and *shares* and units in certain non-UK *REITs*.

2.2 Subject to 2.4 below, up to 100% of the *net asset value* of the scheme property of a *fund* 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, a *freehold* or *leasehold* interest, if situated in Scotland, 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, equivalent to any of those interests; and (3) the *ACD* must have taken reasonable care to determine that the title to the immovable is a good and marketable title; and (4) the *ACD* 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) a statement that in his opinion the immovable, if acquired by a *fund*, would be capable of being disposed of reasonably quickly at that valuation or (b) a statement that the immovable is adjacent to or in the vicinity of another immovable included in the scheme property of a *fund* or is another legal interest (see (2) above) in an immovable already included in the scheme property of a *fund* (both of which for the purposes of the investment limits with COLL 5.6 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) (a) bought or agreed by enforceable contract to be bought within six months after the receipt of the report of the appropriate valuer; (b) not bought if it is apparent to the *ACD* that the appropriate valuer's report could no longer be reasonably relied upon; and (c) not bought at more than 105% of the valuation for the relevant immovable in the appropriate valuer's report.

2.3 An immovable may be held through an intermediate holding vehicle or a series of such vehicles whose purpose is to enable the holding of immovables, provided certain requirements of the COLL Rules are satisfied. Any investment in an intermediate holding vehicle for the purpose of holding an immovable shall be treated as if it were a direct investment in the immovable.

2.4 Not more than 15% of the *net asset value* of the scheme property of a *fund* is to consist of any one immovable but the figure of 15% may be increased to 25% once the immovable has been included in the scheme property of a *fund*.

2.5 Not more than 20% of the *net asset value* of the scheme property of a *fund* is to consist of immovables that are subject to a mortgage and any mortgage must not secure more than 100% of the value provided by the appropriate valuer (on the assumption that the immovable is not mortgaged).

2.6 The aggregate value of:-

2.6.1 mortgages secured on immovables under paragraph 2.5 above;

2.6.2 borrowing of the scheme; and

2.6.3 any transferable securities that are not approved securities

must not at any time exceed 20% of the *net asset value* of the scheme property of a *fund*.

2.7 Not more than 50% of the *net asset value* of the scheme property of a *fund* may consist of immovables which are unoccupied and non-income producing or in the course of substantial development, redevelopment or refurbishment.

2.8 The income receivable from any one group in any accounting period must not be `attributable to immovables comprising more than 25% (which figure may be increased to 35% in the case of a government or public body) of the *net asset value* of the scheme property of a *fund*.

2.9 No option may be granted to a third party to buy any immovable comprised in the scheme property of a *fund* unless the value of the relevant immovable does not exceed 20% of the *net asset value* of the scheme property of a *fund* (together with, where appropriate, the value of units in unregulated collective investment schemes and any transferable securities which are not approved securities).

2.10 A list of the countries or territories in which the Company may hold immovable property is set out in Table 1.

3. **Derivatives and forward transactions**

3.1 The investment objective and policy of the Company (as set out in the section titled Investment Objective and Policy of the Company) explains how *derivatives* will be used for the Company. Only certain types of *derivatives* and forward transactions can be effected for a *fund*, namely:

3.1.1 transactions in approved *derivatives* (i.e. effected on or under the rules of an eligible *derivatives* market); and

3.1.2 permitted over the counter transactions in *derivatives*.

The underlying must consist of any or all of the following (to which the Company is dedicated): transferable securities; permitted *money market instruments*; permitted deposits; permitted *derivatives*; permitted collective investment scheme units; financial indices; *interest rates*; foreign exchange rates and currencies. A *derivatives* transaction must not cause the Company to diverge from its stated investment objectives 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*, provided that a sale is not to be considered as uncovered if the conditions in the COLL Rules (Requirement to cover sales) are satisfied.

3.2 The eligible *derivatives* markets for each *fund* are listed at Appendix A and a new eligible *derivatives* market may be added to any of those lists.

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

3.4 Where a *fund* invests in *derivatives*, the *exposure* to the underlying assets must not exceed the limits in points 1.5 to 1.15 above. Where a transferable security or money market instrument embeds a *derivative*, this must be taken into account for the purposes of complying with COLL 5.6 of the COLL Rules. Where the Company invests in an index based *derivative*, provided the index is a relevant index as set out in point 1.7 above, and subject to the *ACD* taking account of the rules on prudent spread of risk, the underlying constituents of the index do not have to be taken into account for the purposes of the limits in points 1.5 to 1.15.

3.5 A *derivatives* or forward transaction which will or could lead to delivery of property for the account of the Company may be entered into only if such property can be held by the Company and the *ACD* having taken reasonable care determines that delivery of the property under the transaction will not occur or will not lead to a breach of the COLL Rules.

3.6 Except in relation to deposits, no agreement by or on behalf of a *fund* to dispose of scheme property or rights may be made unless (a) the obligation to make the disposal (and any other similar obligation) could immediately be honoured by the Company by delivery of property or the assignment (or, in Scotland, assignation) of rights and (b) the property and rights are owned by the Company at the time of the agreement. In the *FCA's* view, the requirement in (a) can be met where:-

3.7 the risks of the underlying financial instrument of a *derivative* can be appropriately represented by another financial instrument and the underlying financial instrument is highly *liquid*: or

3.8 the *ACD* or *depositary* has the right to settle the *derivative* in *cash*, and cover exists within the scheme property which is *cash*; *liquid* debt instruments with appropriate safeguards; or other highly *liquid* assets having regard to their correlation with the underlying of the financial *derivative* instruments, subject to appropriate safeguards.

3.9 An asset may be considered as *liquid* where the instrument can be converted into *cash* in no more than seven *business days* at a price closely corresponding to the current valuation of the financial instrument on its own market.

3.10 Any transaction in an over the counter *derivative* must be (a) in a future, option or contract for differences; (b) 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 a principal off-exchange; (c) on approved terms (i.e. the *ACD* carries out at least daily a reliable and verifiable valuation in respect of that transaction corresponding to its fair value and which does not rely only on market quotations by the counterparty and can enter into one or more further transactions to sell, liquidate or close out that transaction at any time, at its fair value; and (d) capable of reliable valuation (i.e. if the *ACD* having taken reasonable care determines that, throughout the life of the *derivative* (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy on the basis of an up-to-date market value which the *ACD* and the *depositary* have agreed is reliable or (if this is not available) on the basis of a pricing model which the *ACD* and the *depositary* have agreed uses an adequate recognised methodology); and (e) 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 entirely by an appropriate third party independent of the counterparty at an adequate frequency in such a way that the *ACD* is able to check it, or by a department within the *ACD* which is independent from the department managing the scheme property and which is adequately equipped for the purpose).

4. **Cover for transactions in derivatives and forward transactions**

The *ACD* must ensure that its global *exposure* relating to the *derivative* and forward transactions held in the scheme does not exceed the net value of the scheme property. The global *exposure* must be calculated on at least a daily basis. *Exposure* must be calculated taking into account the current value of the underlying assets, future market movement, counterparty risk and the time available to liquidate any positions. *Cash* obtained from borrowing and borrowing which the *ACD* reasonably regards an eligible institution or an approved bank to be committed to provide, is available for cover in the following circumstances. Where the Company borrows an amount of currency from an eligible institution or an approved bank and keeps an amount in another currency, at least equal to the borrowing, on deposit with the lender (or his agent or nominee), COLL 5.3 of the COLL Rules applies as if the borrowed currency and not the deposited currency were part of the scheme property.

5. **Use of derivatives for each Fund**

5.1 Each *fund* may use *derivatives* for investment purposes, as well as for efficient portfolio management and *hedging*. It is not intended that the use of *derivatives* will have a material impact on the risk profile of any *fund*.

5.2 The *ACD* 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 the *ACD* will notify the *FCA* of the details of the risk management process.

6. **Underwriting**

Agreements and understandings with regard to the underwriting and sub-underwriting of securities or the acceptance of placing commitments may also, subject to certain conditions set out in the COLL Rules, be entered into for the account of any *fund*.

7. **Borrowing Powers**

7.1 The Company may, in accordance with the COLL Rules, borrow money from an eligible institution or approved bank (as defined for the purposes of the COLL Rules) for the use of any *fund* on terms that the borrowing is to be repayable out of the scheme property of that *fund*.

7.2 The *ACD* must ensure that a *fund*'s borrowing does not, on any business day, exceed 10% of the *net asset value* of the scheme property of that *fund*.

7.3 These borrowing restrictions do not apply to "back to back" borrowing for currency *hedging* purposes (i.e. borrowing permitted in order to reduce or eliminate risk arising by reason of fluctuations in exchange rates).

8. **Immovable Property**

8.1 Up to 100% of the scheme property may be held in immovable property situated in the United Kingdom.

8.2 Up to 20% (in aggregate) of the scheme property may be held in immovable property situated in the following countries:

- Austria
- Belgium
- Cyprus
- The Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Iceland
- Ireland
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Malta
- The Netherlands
- Norway

- Poland
- Portugal
- The Slovak Republic
- Slovenia
- Spain
- Sweden

9**.** **Leverage**

9.1 This section explains in what circumstances and how the *ACD* may use *leverage* in respect of each *fund* where the investment policy permits its use of *leverage*, the different *leverage* calculation methods and maximum level of *leverage* permitted.

9.2 *Leverage* when used in this prospectus means the following sources of *leverage* can be used when managing the each *fund*:

9.2.1 *cash* borrowing, subject to the restrictions set out in the paragraph 7 ("Borrowing") of this section;

9.2.2 financial *derivative* instruments and reinvestment of *cash* collateral in the context of stock lending, subject in each case to paragraphs 3 ("*derivatives*"), 4 (Cover for transactions in *derivatives* and forwards)"), 8 ("Immovable property") of this Annex.

9.3 In accordance with the *AIFM regulation*, the *ACD* is required to calculate and monitor the level of *leverage* of each *fund*, expressed as a ratio between the *exposure* of each *fund* and its *net asset value* (*exposure*/*NAV*), under both the gross method and the commitment method.

9.4 Under the gross method, the *exposure* of each *fund* is calculated as follows:

9.4.1 include the sum of all assets purchased, plus the absolute value of all liabilities;

9.4.2 exclude *cash* and *cash* equivalents which are highly *liquid* investments held in the base currency of the Company, that are readily convertible to a known amount of *cash*, are subject to an insignificant risk of change in value and provide a return no greater than the rate of a three month high quality *bond*;

9.4.2 *derivative* instruments are converted into the equivalent position in their underlying assets;

9.4.3 exclude *cash* borrowings that remain in *cash* or *cash* equivalents and where the amounts payable are known;

9.4.5 include *exposure*s resulting from the reinvestment of *cash* borrowings, expressed as the higher of the market value of the investment realised or the total amount of *cash* borrowed; and

9.4.6 include positions within repurchase or reverse repurchase agreements and stock lending (further information on these transactions can be found on page 54) or borrowing or other similar arrangements.

9.5 Under the commitment method, the *exposure* of each *fund* is calculated in the same way as under the gross method; however, where "*hedging*" offsets risk and "netting" eliminates risk, these values are not included.

9.6 The maximum level of *leverage* which each *fund* may employ, calculated in accordance with the gross and commitment methods, is stated at the section headed " Investment Objectives and Policies and Other Details of the Funds above".

9.7 In addition, the total amount of *leverage* employed by each *fund* will be disclosed in the Company's annual report.

GENERAL

Report and Accounts

The annual accounting period of the Company ends on 31 December or a day chosen by the *ACD*, with the agreement of the *depositary*, being within seven days of that date.

From 27 February 2017, the annual and half-yearly short reports of the Company will no longer be produced and distributed to *shareholders*. The annual long report of the Company will continue to be published within four months following the end of the annual accounting period and the half-yearly long report within two months following the end of the half-yearly accounting period. Long reports are available on request from the *ACD*.

Copies of the most recent annual and half-yearly long reports may be inspected at, and copies obtained free of charge from the *ACD* at its registered office, and may also be inspected at the *depositary* office at 1st Floor, 280 Bishopsgate, London EC2M 4RB during ordinary office hours. Copies of the long reports together with further information about how the *funds* are managed can also be found on www.aberdeenstandard.com.

Shareholder meetings and voting

The Company does not hold annual general meetings.

Entitlement to receive notice of a particular meeting or adjourned meeting and to vote at such a meeting is determined by reference to those persons who are holders of *shares* in the Company on the date seven days before the notice is sent ("the cut-off date"), but excluding any persons who are known not to be holders at the relevant date.

At a meeting of *shareholders* on a show of hands every holder who (being an individual) is present in person or, if a corporation, is represented by a properly authorised representative, has one vote. On a poll votes may be given either personally or by proxy and the voting rights attached to a *share* are such proportion of the total voting rights attached to all *shares* in issue as the price of the *share* bears to the aggregate price of all *shares* in issue on the cut-off date. A holder 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 vote will 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 *depositary* or by two *shareholders* present in person or by proxy. The *ACD* may permit electronic voting from time to time as will be advised to *shareholders* before any such vote.

An instrument appointing a proxy may be in any usual or common form or in any other form approved by the *ACD*. It should be in writing under the hand of the appointor or his attorney or, if the appointor is a corporation, either under the common seal or under the hand of a duly authorised officer or attorney. A person appointed to act as a proxy need not be a holder.

The quorum at a meeting of holders is two *shareholders* present in person or by proxy or (in the case of a corporation) by a duly authorised representative. If a quorum is not present within half an hour of the time appointed, the meeting will (if requisitioned by *shareholders*) be dissolved and in any other case will be adjourned. If at such adjourned meeting a quorum is not present within 15 minutes from the appointed time, one person entitled to count in a quorum will be a quorum.

A corporation, being a holder, may by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of holders and the person so authorised is 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 a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority is determined by the order in which the names stand in the register of *shareholders*.

The *ACD* is entitled to attend any meeting but, except in relation to third party *shares*, is not entitled to vote or be counted in the quorum, and any *shares* it holds are treated as not being in issue for the purpose of such meetings. An associate of the *ACD* is entitled to attend any meeting and may be counted in the quorum, but may not vote except in relation to third party *shares*. For this purpose third party *shares* are *shares* held on behalf of or jointly with a person who, if himself the registered *shareholder*, would be entitled to vote, and from whom the *ACD* or the associate (as relevant) has received voting instructions. Where every *shareholder* within a *fund* is prohibited under COLL 4.4.8R (4) from voting, a resolution may, with the prior written agreement of the *depositary*, instead be passed with the written consent of *shareholders* representing 75% of the *shares* of the Company in issue.

Powers of a Shareholders' Meeting

The Company's constitution and the *COLL sourcebook* empower the *shareholders* in general meeting to sanction or require various steps (usually subject to *FCA* approval), including:

- changes to certain provisions of the Company's *instrument of incorporation* and this Prospectus.
- the removal of the *ACD*.
- the amalgamation or reconstruction of the Company.

In certain cases (for example, the approval of changes to the investment objectives of a *fund*) an extraordinary resolution, ie a resolution notified and proposed as such and passed by a majority of not less than three-quarters of the votes validly cast, is required.

Information available to Shareholders

The following information will be made available to *shareholders* as part of the Company's periodic reporting and, as a minimum, in the annual report:

(a) the percentage of the Company's assets which will be subject to special arrangements arising from their *illiquid* nature, including an overview of any special arrangements in place, the valuation methodology applied to assets which are subject to such arrangements and how management and performance fees will apply to these assets;

(b) the current risk profile of each *fund*, and information on the risk management systems used by the *ACD* to manage those risks;

(c) the total amount of *leverage* employed by the Company calculated in accordance with the gross and commitment methods; and

(d) any material changes to the information above.

Shareholders will be notified appropriately of any material changes to the *liquidity* management systems and procedures such as the suspension of redemptions, the deferral of redemptions or similar special *liquidity* arrangements. It is intended that any changes to the maximum level of *leverage* which a *fund* may employ will be provided to *shareholders* without undue delay.

Changes to the Company

Where any changes are proposed to be made to the Company the *ACD* will assess whether the change is fundamental, significant or notifiable in accordance with COLL 4.3. Changes to the Company's investment objective, policy or strategy will usually be significant or fundamental, unless those changes are only for clarification purposes and do not result in any change in how the Company is managed.

If the change is regarded as fundamental, *shareholder* approval will be required. If a change requires *shareholder* approval, this will mean that *shareholders* will need to approve the change at a meeting. The procedure for *shareholder* meetings is described above at "Voting" and "Powers of a *shareholders*' Meeting".

If the change is regarded as significant, not less than 60 days' prior written notice will be given to *shareholders*. If the change is regarded as notifiable, *shareholders* will receive suitable pre or post event notice of the change.

Shareholder's rights

Shareholders are entitled to participate in the Company on the basis set out in this prospectus (as amended from time to time). The paragraphs headed "Report and Accounts", "Voting Rights" and "General" of this prospectus set out important rights about *shareholders*' participation in the Company.

Shareholders may have no direct rights against the service providers to the Company set out in the paragraph headed “Management and Administration”. *Shareholders* may be able to take action if the contents of this document are inaccurate or incomplete.

Shareholders have statutory and other legal rights which include the right to complain and may include the right to cancel an order or seek compensation. *Shareholders* who are concerned about their rights in respect of the Company should seek legal advice.

Treating Customers Fairly

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

The *ACD* may, from time to time, give preferential treatment to a particular *shareholder* or class of *shareholders*. The *ACD* does not give preferential treatment or the right to obtain preferential treatment to any *shareholder* that creates an overall material disadvantage to other *shareholders*.

Fair Treatment of Shareholders

The *ACD* has adopted a documented policy regarding treating customers fairly (the “Conduct Risk Policy”), the operation of which is overseen by a formal committee (the “Conduct Risk Committee”) comprised of senior managers of the *ACD* and/or associated companies from various business units and from the risk division. The role of the Conduct Risk Committee, which meets regularly and operates under documented terms of reference, is to ensure that the Conduct Risk Policy is implemented and maintained and to consider any actual or potential conduct risk issues arising in connection with the *ACD* and/or any associated companies. General awareness training on conduct risk and what it means is delivered to all staff.

In addition to the Conduct Risk Committee, there is a separate committee for investor protection (the “Investor Protection Committee”), which meets regularly. The role of the Investor Protection Committee is to ensure the fair and equitable treatment of investors investing in collective investment schemes managed or operated by the *ACD* or any associated companies, including the Company, in particular in respect of (i) the operation of unit/*share* price adjustments to reflect portfolio dilutive events such as large subscriptions or redemptions, (ii) the fair valuation of portfolio assets for which normal market or other valuation sources have been disrupted or become unavailable and (iii) instances of actual or attempted market timing. The Investor Protection Committee maintains documented procedures around its responsibilities and operates under documented terms of reference.

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

Rebate of Fees; Commission

Subject to the *FCA* Rules, the *ACD* may at its sole discretion rebate any annual management charge it receives in respect of any application for, or holding of, *shares*.

Any initial charge collected by the Company for the benefit of a *fund* may not be rebated to any persons by way of a commission or discount.

Best execution

Details of the *ACD’s* Execution Policy are available to investors free of charge from the *ACD*.

Exercise of Voting Rights in respect of Scheme Property

The *ACD* has developed and maintains adequate and effective strategies for determining when and how voting rights attached to ownership of scheme property are to be exercised, to the exclusive benefit of the Scheme. A summary description of these strategies, as well as details of any actions taken on the basis of these strategies, is available to Investors at the offices of the *ACD*.

Collateral Management Policy

The *ACD* has a collateral management policy which it keeps under regular review. The policy defines "eligible" types of collateral which the *funds* may receive to mitigate counterparty *exposure*. The policy will also include any additional restrictions deemed appropriate by the *ACD*. The *ACD* currently only receives *cash* collateral which is highly *liquid*. If this were to change the policy will be revised and updated.

Whilst the collateral may not cover the full value of the counterparty *exposure* of a *fund*, the *ACD* aims to fully cover the value of that *exposure* at all times. When *cash* collateral is reinvested, it will be *diversified*. Where a *fund* re-invests *cash* collateral in one or more permitted types of investment, there is a risk that the investment will earn less than the interest that is due to the counterparty in respect of that *cash* and that it will return less than the amount of *cash* that was invested.

Benchmark Regulations

The EU Benchmark Regulation requires the *ACD* 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 *ACD* shall comply with this obligation. Further information on the plan is available on request.

The *ACD* 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 *ACD* shall comply with this obligation.

General

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

Telephone: 0345 113 6966 (+44 1268 445488 from overseas)
Fax: 0330 123 3580

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

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

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

The address for the Financial Ombudsman Service is:-

Financial Ombudsman
Exchange Tower
London E14 9SR

Alternatively, you can contact the Financial Ombudsman Service by :

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

All documents and remittances are sent at the risk of the *shareholder*.

A notice of an applicant's right to cancel the agreement to purchase *shares* will be forwarded, where this is required by rules made under the Conduct of Business Sourcebook.

When the investment is in a lump sum investment (or the first payment, being larger than the second payment, in a regular payment Savings Plan) an applicant who is entitled to cancel and does so will not get a full refund of the money paid by him if the purchase price of the *shares* falls before the cancellation notice is received by the *ACD*, because an amount equal to such fall (the “shortfall”) will be deducted from the refund he would otherwise receive. Where the purchase price has not yet been paid the applicant will be required to pay the amount of the shortfall to the *ACD*. The deduction does not apply where the service of the notice of the right to cancel precedes the entering into of the agreement. Cancellation rights must be exercised by posting a cancellation notice to the *ACD* on or before the 14th day after the date on which the Notice of the Right to Cancel is received.

The address for service on the Company of notices of other documents required or authorised to be served on it is 10 Queen’s Terrace, Aberdeen AB10 1XL.

This Prospectus describes the constitution and operation of the Company at the date of this Prospectus. In the event of any materially significant change in the matters stated herein or any materially significant new matter arising which ought to be stated herein this Prospectus will be revised. Investors should check with the *ACD* that this is the latest version and that there have been no revisions or updates.

Documents of the Company

The following documents may be inspected free of charge during normal business hours on any *business day* at the offices of the *ACD* at 10 Queen’s Terrace, Aberdeen, AB10 1XL:

(a) the most recent annual and half-yearly reports of the Company;

(b) the Prospectus;

(c) the *instrument of incorporation*; and

(d) the material contracts referred to below.

Shareholders may obtain copies of the above documents from the *ACD*. The *ACD* may make a charge at its discretion for copies of documents (apart from in relation to the annual and half-yearly long reports of the Company and the Prospectus which are available free of charge).

Material Contracts

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by the Company and are, or may be, material:

8.2.1 the *ACD* Agreement between the Company and the *ACD*; and

8.2.2 the *depositary* Agreement between the Company and the *depositary*.

Notices to Shareholders

All notices or other documents sent by the *ACD* to a *shareholder* will be sent by normal post to the last address notified in writing to the Company by the *shareholder*.

Governing law and jurisdiction

The *ACD* treats a *shareholder*’s participation in the Company as governed by the law of England and Wales. The English courts shall have exclusive jurisdiction to settle any disputes or claims which may arise out of, or in connection with, a *shareholder*’s participation in the Company.

WINDING UP OF THE COMPANY AND TERMINATION OF FUNDS

The Company may be wound up or a *fund* may be terminated under the provisions of the *COLL sourcebook* or as an unregistered company under Part V of the Insolvency Act 1986. Winding up under the *COLL sourcebook* is only permitted with the approval of the *FCA* and if a statement has been lodged with the *FCA* by the *ACD* confirming that the Company will be able to meet all its liabilities within twelve months of the date of the statement (a "solvency statement"). The Company must not be wound up or a *fund* terminated under the *COLL sourcebook* if there is a vacancy in the position of the *ACD*.

Subject to the foregoing, the Company will be wound up under the *COLL sourcebook*:

a. if an extraordinary resolution to that effect is passed; or

b. when the period (if any) fixed for the duration of the Company or the Company by the *instrument of incorporation* expires or any event occurs, for which the *instrument of incorporation* provides that the Company or the Company is to be wound up or terminated; or

c. on the date stated in any agreement by the *FCA* in response to a request for the *ACD* for the winding up or the Company or a request for the termination of a *fund*; or

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

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

f. in the case of the Company, on the date on which all of the Funds fall within (e) above or have otherwise ceased to hold any scheme property, notwithstanding that the Company may have assets and liabilities that are not attributable to any particular *fund*.

On the occurrence of any of the above:

a. the *COLL sourcebook* relating to Valuation, Pricing, Dealing and Investment and Borrowing Powers will cease to apply to the Company or to the relevant *fund*;

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

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

d. where the Company is being wound up, the Company shall cease to carry on its business except in so far as it is beneficial for the winding up of the Company;

e. the corporate status and powers of the Company and, subject to (a) and (d) above, the powers of the *ACD* shall continue until the Company is dissolved.

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

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

On completion of a winding up of the Company or the termination of a *fund*, the Company will be dissolved or the Company will be terminated and any money (including unclaimed distributions) still standing to the account of the Company or the Company, will be paid into court within one month of the dissolution or the termination.

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

APPENDIX A
ELIGIBLE SECURITIES MARKETS IN WHICH FUNDS MAY INVEST

All *funds* may deal through securities markets established in the United Kingdom, or an *EEA State* on which transferable securities admitted to official listing in the United Kingdom, or an *EEA State* are dealt in or traded (approved securities).

In addition, markets are also eligible if the *ACD*, after consultation and notification with the *depositary*, has decided that market is appropriate for the purpose of investment of or dealing in the property of that *fund*. The *depositary* must have taken reasonable care to determine that adequate custody arrangements can be provided for the investments dealt in on such markets and that all reasonable steps have been taken by the *manager* in deciding whether that market is eligible. 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 those other eligible securities markets and eligible *derivatives* markets for each *fund* is set out below. A securities or *derivatives* market may be added to any of those lists in accordance with the COLL Rules.

No market shall be an eligible securities or *derivatives* market unless it would be eligible in terms of COLL 5 of the COLL Rules.

Other Eligible Securities Markets

Country	Market
United Kingdom	SWX Europe
United States	American Stock Exchange
	Boston Stock Exchange
	National Stock Exchange
	New York Stock Exchange
	NASDAQ
	Pacific Exchange
	Philadelphia Stock Exchange

Other Eligible Derivatives Markets

Country	Market
United Kingdom	LIFFE/ICE Futures Europe
United States of America	Chicago Board of Options
	CME Group (includes Chicago Board of Trade)
	CME GLOBEX
	New York Futures Exchange
	New York Stock Exchange

Country	Market
	NASDAQ OMX Futures Exchange
	NASDAQ OMX PHLX
Other	EUREX

APPENDIX B
SHARE CLASSES AND OPERATING, ADMINISTRATIVE AND SERVICING EXPENSES

Share Classes in Issue

The Company currently issues net *shares* only. Not all *classes* of *shares* may be available for investment in all *funds*. The *ACD* may make the following *share classes* available for issue:

- A *shares* – net accumulation
- A *shares* – net income
- A *shares* – gross accumulation
- A *shares* – gross income

- F *shares* – net accumulation
- F *shares* – net income
- F *shares* – gross accumulation
- F *shares* – gross income
  ***Class* F *shares* are only available for investment by the Feeder fund.**

- I *shares* – net accumulation
- I *shares* – net income
- I *shares* – gross accumulation
- I *shares* – gross income

- J *shares* – net accumulation
- J *shares* – net income
- J *shares* – gross accumulation
- J *shares* – gross income

- Z *shares* – net accumulation
- Z *shares* – net income
- Z *shares* – gross accumulation
- Z *shares* – gross income

- M *shares* – net accumulation
- M *shares* - net income

- Y *shares* – net accumulation
- Y *shares* – net income
- Y *shares* – gross accumulation
- Y *shares* – gross income

For up-to-date details of the *classes* of *shares* available for investment, please refer to www.aberdeenstandard.com.

Effective Operating, Administrative and Servicing Expenses

The effective *fixed rate* of the Operating, Administrative and Servicing Expenses applicable to *share classes* available for investment as at the date of this Prospectus are as follows. The referenced rates may be subject to change up to the maximum *fixed rates* as provided for in the 'Operating, Administrative and Servicing Expenses' section of this Prospectus which shall be updated accordingly at the next available opportunity.

Effective rate of Operating, Administrative and Servicing Expenses %								
	A Shares	**F Shares**	**I Shares**	**J Shares**	**M Shares**	**Y Accumulation Shares**	**Y Income Shares**	**Z Shares**
Aberdeen UK Property Fund	0.15	0.15	0.15	0.15	0.20	0.15	0.04	0.15

APPENDIX C
DIRECTORS OF THE ACD AND OTHER CISS MANAGED BY THE ACD

1. **Directors of the ACD**

Mr Jamie Matheson*

Mr Gary Marshall

Mrs Allison Donaldson

Mr Aron Mitchell

Ms Carolan Dobson*

THE MAIN BUSINESS ACTIVITIES OF THE DIRECTORS NOT CONNECTED WITH THE BUSINESS OF THE *ACD*:

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

* Independent Non-Executive Director of Aberdeen Standard Fund Managers Limited

2. **Other CISs managed by the ACD**

The *ACD* also acts as authorised corporate director, or authorised fund manager, of the following open-ended investment companies and authorised unit trusts:

Aberdeen Capital Trust*

Aberdeen Property Unit Trust

Aberdeen Standard Unit Trust I**

ASI Global Absolute Return Strategies Fund

ASI Dynamic Distribution Fund

ASI (SLI) Strategic Corporate Bond Fund***

Standard Life Investments UK Real Estate Funds ICVC

Aberdeen Standard Capital Falcon Fund****

Aberdeen Standard Capital Balanced Bridge Fund*****

Aberdeen Standard Capital Merlin Fund******

Aberdeen Standard Capital Bridge Fund*******

Aberdeen Standard Capital Phoenix Fund********

Standard Life Investments UK Real Estate Trust

ASI Global Real Estate Fund

The Norfolk Trust

The Notts Trust

Aberdeen Standard OEIC I*********

Aberdeen Standard OEIC II**********

Aberdeen Standard OEIC IIII***********

Aberdeen Standard OEIC IV************

Aberdeen Standard OEIC V*************

Aberdeen Standard OEIC VI**************

Aberdeen Standard OEIC VII***************

* This fund is in the process of being wound up

** This fund was previously known as Aberdeen Funds

*** This fund was previously known as Standard Life Investments Strategic Corporate Bond Fund

**** This fund was previously known as Standard Life Wealth Falcon Fund

***** This fund was previously known as Standard Life Wealth Balanced Bridge Fund

****** This fund was previously known as Standard Life Wealth Merlin Fund

******* This fund was previously known as Standard Life Wealth Bridge Fund

******** This fund was previously known as Standard Life Wealth Phoenix Fund

********* This fund was previously known as Aberdeen Investment Funds ICVC

********** This fund was previously known as Standard Life Investment Company

*********** This fund was previously known as Standard Life Investments Company III

************ This fund was previously known as Aberdeen Investment Funds UK ICVC II

************* This fund was previously known as Standard Life Investment Company II

************** This fund was previously known as Aberdeen Investment Funds ICVC III

*************** This fund was previously known as Aberdeen Multi Manager (Fund of Funds) ICVC

APPENDIX D
RISKS

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

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

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

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

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

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

Some funds have charges taken from capital (set out on page 38), which may limit the growth in value of the relevant fund. However, when charges are taken from capital, more income is generally available to distribute to shareholders.

<u>General Risks</u>

Risks specific to investment in funds
As with any investment fund, investing in the Company involves certain risks an investor would not face if investing in markets directly:

- The actions of other investors, in particular sudden large outflows of *cash*, could interfere with orderly management of the Company and cause its *NAV* to fall.
- The investor cannot direct or influence how money is invested while it is in the Company.
- The Company's buying and selling of investments may not be optimal for the tax efficiency of any given investor.
- The Company is subject to various investment laws and regulations that limit the use of certain securities and investment techniques that might improve performance; to the extent that the Company decides to register in jurisdictions that impose narrower limits, this decision could further limit its investment activities.
- Because fund *shares* are not publicly traded, the only option for liquidation of *shares* is generally redemption, which could be subject to any redemption policies set by the Company.
- To the extent that the Company invests in other EEA and/or UK UCITS / UCIs, it will have less direct knowledge of, and no control over, the decisions of the EEA and/or UK UCITS / UCI's investment managers, it could incur a second layer of investment fees (which will further erode any investment gains), and it could face *liquidity* risk in trying to unwind its investment in an EEA and/or UK UCITS /UCI.
- The Company may not be able to hold a service provider fully responsible for any losses or lost opportunities arising from the service provider's misconduct.
- To the extent that the Company conducts business with affiliates of in the Aberdeen Standard Investments group, and these affiliates (and affiliates of other service providers) do business with each other on behalf of the Company, conflicts of interest may be created (although to mitigate these, all such business dealings must be conducted on an "arm's length" basis, and all entities, and the individuals associated with them, are subject to strict "fair dealing" policies that prohibit profiting

from inside information and showing favouritism).

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

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

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

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

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

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

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

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

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

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

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

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

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

- Political and economic news
- Government policy
- Changes in technology and business practice

- Changes in demographics, cultures and populations
- Natural or human-caused disasters
- Weather and climate patterns
- Scientific or investigative discoveries
- Costs and availability of energy, commodities and natural resources

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

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

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

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

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

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

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

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

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

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

<u>**Specific Risks**</u>

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

Property Transaction Charges
Commercial property transaction charges are higher than those which apply in other asset *classes*. Investors

should be aware that a high volume of transactions would have a material impact on *fund* returns.

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

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

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

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

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

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

As many financial *derivatives* instruments have a leveraged component, adverse changes in the value or level of the underlying asset, reference rate or index can result in a loss substantially greater than the amount invested in the *derivative* itself. The fund is managed on a non-leveraged basis unless otherwise specified.

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

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

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

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

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

- **Short Positions Risk**

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

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

Single Swinging Price – Impact on Company Value and Performance

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

APPENDIX E
PAST PERFORMANCE

Please note that historical performance figures relate to the Aberdeen Property Trust.

The past performance information for the period prior to 4 March 2016 is from the Aberdeen Property Trust (a unit trust which was established on 22 October 2004 and was authorised on 29 October 2004). The trust was launched on 15 November 2004 and converted into the Aberdeen *PAIF* on 4 March 2016.

The following table shows the percentage growth of the fund and the historical performance data of the funds over the periods stated below.

Year to	31/12/2020	31/12/2019	31/12/2018	31/12/2017	31/12/2016
	(%)	(%)	(%)	(%)	(%)
Aberdeen UK Property Fund	-9.4	-8.4	3.9	6.2	-6.2
Performance Target - IA UK Direct Property Sector Average	-3.8	-0.8	2.9	7.6	-2.0

Source: Lipper, Morningstar
Basis: *NAV* to *NAV*, The above figures are based on Class A Accumulation Units, GBP.

The above performance figures are based on NAV to NAV prices. These performance figures are presented as a matter of historical record. Performance is determined by many factors, not just the skill of the ACD and the Investment Manager, including the general direction and *volatility* of markets and may not be repeatable. Past performance is not a guide to future rates of return. The latest performance figures may be obtained from the ACD and at www.aberdeenstandard.com. Performance information is shown for a period of five years. Where no performance data is shown, performance data does not exist for the relevant periods.

APPENDIX F
SUB-CUSTODIANS

List of delegates and sub-delegates

Country	Citibank N.A. (Global Custody London & Luxembourg Global Window)
Argentina	The Branch of Citibank, N.A. in the Republic of Argentina
Australia	Citigroup Pty. Limited
Austria	Citibank Europe plc
Bahrain	Citibank, N.A., Bahrain Branch
Bangladesh	Citibank, N.A., Bangladesh Branch
Belgium	Citibank Europe plc
Bermuda	The Hong Kong & Shanghai Banking Corporation Limited acting through its agent, HSBC Bank Bermuda Limited
Bosnia-Herzegovina (Sarajevo)	UniCredit Bank d.d.
Bosnia-Herzegovina: Srpska (Banja Luka)	UniCredit Bank d.d.
Botswana	Standard Chartered Bank of Botswana Limited
Brazil	Citibank, N.A., Brazilian Branch
Bulgaria	Citibank Europe plc Bulgaria Branch
Canada	Citibank Canada
Chile	Banco de Chile
China B Shanghai	Citibank, N.A., Hong Kong Branch (For China B shares)
China B Shenzhen	Citibank, N.A., Hong Kong Branch (For China B shares)

China A Shares	Citibank (China) Co., Ltd (China A shares)
China Hong Kong Stock Connect	Citibank, N.A., Hong Kong Branch
Clearstream ICSD	
Colombia	Cititrust Colombia S.A. Sociedad Fiduciaria
Costa Rica	Banco Nacional de Costa Rica
Croatia	Privedna Banka Zagreb d.d.
Cyprus	Citibank Europe plc,Greece Branch
Czech Republic	Citibank Europe plc, organizacni slozka
Denmark	Citibank Europe plc
Egypt	Citibank, N.A., Egypt
Estonia	Swedbank AS
Euroclear	Euroclear Bank SA/NV
Finland	Nordea Bank Abp.
France	Citibank Europe plc
Georgia	JSC Bank of Georgia
Germany	Citibank Europe plc
Ghana	Standard Chartered Bank of Ghana Limited
Greece	Citibank Europe plc, Greece Branch
Hong Kong	Citibank N.A., Hong Kong Branch
Hungary	Citibank Europe plc, Hungarian Branch Office

Iceland	Islandsbanki hf
India	Citibank, N.A. Mumbai Branch
Indonesia	Citibank, N.A., Jakarta Branch
Ireland	Citibank N.A., London Branch
Israel	Citibank, N.A., Israel Branch
Italy	Citibank Europe plc
Jamaica	Scotia Investments Jamaica Limited
Japan	Citibank N.A., Tokyo Branch
Jordan	Standard Chartered Bank Jordan Branch
Kazakhstan	Citibank Kazakhstan JSC
Kenya	Standard Chartered Bank Kenya Limited
Korea (South)	Citibank Korea Inc.
Kuwait	Citibank N.A., Kuwait Branch
Latvia	Swedbank AS, based in Estonia and acting through its Latvian branch, Swedbank AS
Lithuania	Swedbank AS, based in Estonia and acting through its Lithuanian branch, Swedbank AB
Luxembourg	only offered through the ICSDs- Euroclear & Clearstream
Macedonia	Raiffeisen Bank International AG
Malaysia	Citibank Berhad
Malta	Citibank is a direct member of Clearstream Banking, which is an ICSD.
Mauritius	The Hong Kong & Shanghai Banking Corporation Limited

Mexico	Banco Nacional de Mexico, SA
Morocco	Citibank Maghreb S.A
Namibia	Standard Bank of South Africa Limited acting through its agent, Standard Bank Namibia Limited
Netherlands	Citibank Europe plc
New Zealand	Citibank, N.A., New Zealand Branch
Nigeria	Citibank Nigeria Limited
Norway	Citibank Europe plc
Oman	The Hong Kong & Shanghai Banking Corporation Limited acting through its agent, HSBC Bank Oman S.A.O.G
Pakistan	Citibank, N.A., Pakistan Branch
Panama	Citibank N.A., Panama Branch
Peru	Citibank del Peru S.A
Philippines	Citibank, N.A., Philippine Branch
Poland	Bank Handlowy w Warszawie SA
Portugal	Citibank Europe plc
Qatar	The Hong Kong & Shanghai Banking Corporation Limited acting through its agent, HSBC Bank Middle East Limited
Romania	Citibank Europe plc, Dublin - Romania Branch
Russia	AO Citibank
Saudi Arabia	The Hong Kong & Shanghai Banking Corporation Limited acting through its agent, HSBC Saudi Arabia Ltd.
Serbia	UniCredit Bank Srbija a.d.

Singapore	Citibank, N.A., Singapore Branch
Slovak Republic	Citibank Europe plc pobocka zahranicnej banky
Slovenia	UniCredit Banka Slovenia d.d. Ljubljana
South Africa	Citibank N.A., South Africa Branch
Spain	Citibank Europe plc
Sri Lanka	Citibank, N.A. Sri Lanka Branch
Sweden	Citibank Europe plc, Sweden Branch
Switzerland	Citibank N.A., London Branch
Taiwan	Citibank Taiwan Limited
Tanzania	Standard Bank of South Africa acting through its affiliate Stanbic Bank Tanzania Ltd
Thailand	Citibank, N.A., Bangkok Branch
Tunisia	Union Internationale de Banques
Turkey	Citibank, A.S.
Uganda	Standard Chartered Bank of Uganda Limited
Ukraine	JSC Citibank
UAE- Abu Dhabi Securities Exchange	Citibank N.A., UAE
United Arab Emirates DFM	Citibank N.A., UAE
United Arab Emirates NASDAQ Dubai	Citibank N.A., UAE

United Kingdom	Citibank N.A., London Branch
United States	Citibank N.A., New York offices
Uruguay	Banco Itau Uruguay S.A.
Vietnam	Citibank N.A., Hanoi Branch