

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

Henderson Investment Funds Limited, the Manager of the Janus Henderson UK Property PAIF Feeder Fund, is the person responsible for the information contained in this Prospectus. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained herein does not contain any untrue or misleading statement or omit any matters required by the Collective Investment Schemes Sourcebook or the Investment Funds Sourcebook to be included in it. Henderson Investment Funds Limited accepts responsibility accordingly.

**HENDERSON INVESTMENT FUNDS LIMITED**

Prospectus  
prepared in accordance with the Collective Investment Schemes Sourcebook

for

**Janus Henderson UK Property PAIF Feeder Fund**  
(with FCA Product Reference Number 737663)

This Prospectus is valid  
as at and dated 5 May 2020  
All previous editions are cancelled

Copies of this Prospectus have been sent to the FCA and the Trustee

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

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

The Units described in this Prospectus have not been and will not be registered under the Securities Act 1933 of the United States (as amended) ("the 1933 Act"), the United States Investment Company Act of 1940 or the securities laws of any of the states of the United States. The Units may not be offered, sold or delivered directly or indirectly in the United States or to the account or benefit of any U.S. Person (as defined below).

"U.S. Person" means any citizen or resident of the United States of America, its territories and possessions including the State and District of Columbia and all areas subject to its jurisdiction (including Commonwealth of Puerto Rico), any corporation, trust, partnership or other entity created or organised in or under the laws of the United States of America, any state thereof or any estate or trust the income of which is subject to United States federal income tax, regardless of source. The expression also includes any person falling within the definition of the term "U.S. Person" under Regulation S promulgated under the United States Securities Act of 1933.

The United Kingdom has enacted legislation enabling it to comply with its obligations in relation to European Union directives and to international tax compliance agreements, including the United States provisions commonly known as "FATCA". As a result, the Manager may need to disclose information including the name, address, taxpayer identification number and investment information about the investment and payments relating to certain investors in the Fund to HM Revenue & Customs, who may in turn exchange this information with their overseas counterparts in relevant jurisdictions.

By signing the application form to subscribe for Units in the Fund, each affected Unitholder is agreeing to provide such information upon request from the Manager or its delegate. The Manager may exercise its right to completely redeem the holding of an affected Unitholder (at any time upon any or no notice) if he fails to provide the Manager with the information the Manager requests to satisfy its obligations under FATCA.

Units are not listed on any investment exchange.

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 Units.

The provisions of the Trust Deed are binding on each of its Unitholders (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 Henderson Investment Funds Limited. This Prospectus is based on information, law and practice at the date hereof. The Manager cannot be bound by an out of date Prospectus when it has issued a new Prospectus and investors should check with the Manager that this is the most recently published Prospectus.

**This Prospectus, the Application Form, the Key Investor Information Document, and the Additional Investor Information Document form the contract between the Manager and Unitholders. The latest versions of each are available on the literature library of the website [www.janushenderson.com](http://www.janushenderson.com).**

If you require further information or data concerning the Funds, please visit our website [www.janushenderson.com](http://www.janushenderson.com) for information or details on how to contact us.

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*This document is important and you should read all the information contained in it. If you are in any doubt as to the meaning of any information contained in this document you should consult your Financial Adviser.*

## 1. DEFINITIONS

<b>"ACD"</b>	Henderson Investment Funds Limited, acting as authorised corporate director of the Company.
<b>"the Act"</b>	the Financial Services and Markets Act 2000.
<b>"AIFM"</b>	the legal person appointed on behalf of the Fund and which (through this appointment) is responsible for managing the Fund in accordance with the Directive and the AIFMD Regulations, which at the date of this Prospectus is the Manager.
<b>"AIFM Directive"</b>	Alternative Investment Fund Managers Directive 2011/61/EU of the European Parliament and Council of 8 June 2011 as amended from time to time.
<b>"AIFM Regulations"</b>	The Alternative Investment Fund Managers Regulations 2013 (as amended or replaced from time to time).
<b>"the Administrator"</b>	SS&C Financial Services Europe Limited the administrator to the Manager in respect of the Fund, save in respect of fund accounting which will be carried out by BNP Paribas Securities Services.
<b>"Approved Bank"</b>	<p>(in relation to a bank account opened by the Company):</p> <p>(a) if the account is opened at a branch in the United Kingdom:</p> <ul style="list-style-type: none"><li>(i) the Bank of England; or</li><li>(ii) the central bank of a member state of the OECD; or</li><li>(iii) a bank; or</li><li>(iv) a building society; or</li></ul> <p>a bank which is supervised by the central bank or other banking regulator of a member state of the OECD; or</p> <p>(b) if the account is opened elsewhere:</p> <ul style="list-style-type: none"><li>(i) a bank in (a); or</li><li>(ii) a credit institution established in an EEA State other than in the United Kingdom and duly authorised by the relevant Home State Regulator; or</li><li>(iii) a credit institution established in an EEA State other than in the United Kingdom and duly</li></ul>

	authorised by the relevant Home State Regulator; or
	(iv) a bank which is regulated in the Isle of Man or the Channel Islands; or
	(c) a bank supervised by the South African Reserve Bank,
	as such may be updated in the glossary of definitions in the FCA Handbook from time to time.
<b>“the Auditor”</b>	PricewaterhouseCooper or such other entity as is appointed to act as auditor from time to time.
<b>“Body Corporate”</b>	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 in Council or under such a treaty or other agreement.
<b>“Class” or “Classes”</b>	in relation to Units, means (according to the context) all of the Units or a particular class or classes of Unit.
<b>“Class F”</b>	shares in the Company that have been designated specifically for investment by the Fund and which are available only for investment by it.
<b>“the Collective Investment Schemes Sourcebook” or “COLL”</b>	the Collective Investment Schemes Sourcebook made by the FCA pursuant to the Act, as amended from time to time.
<b>“Company”</b>	the Janus Henderson UK Property PAIF managed by Henderson Investment Funds Limited and into which the Fund invests.
<b>“conversion”</b>	the conversion of Units in one Class to Units of another Class in the Fund and “convert” shall be construed accordingly.
<b>“Custodian”</b>	BNP Paribas Securities Services or such other entity as is appointed to act as custodian from time to time.
<b>“Dealing Day”</b>	Monday to Friday (except for (unless the Manager otherwise decides) the last working day before Christmas, bank holidays in England and Wales and any other days declared by the Manager to be a non-Dealing Day) and other days at the Manager’s discretion.
<b>“EEA State”</b>	the member states of the European Economic

	Area.
<b>“Eligible Unitholders”</b>	as defined in section 5.
<b>“EPM”</b>	the use of derivative techniques and instruments (relating to transferable securities and approved money-market instruments) used for one or more of the following purposes; reduction of risk, reduction of costs or generation of additional capital or income consistent with the risk profile of the Fund.
<b>“exchange”</b>	the exchange of Units in the Fund for shares in the Company and vice versa, with the agreement of the manager of the Fund and ACD of the Company, as appropriate, by way of a redemption and issue of Units and shares as appropriate.
<b>“FCA”</b>	Financial Conduct Authority or any replacement or successor regulatory body.
<b>“the FCA Handbook”</b>	the FCA Handbook of Rules and Guidance made under the Act as amended from time to time made under the Act which shall, for the avoidance of doubt include the requisite parts of the Glossary and not include guidance or evidential requirements contained in said rules.
<b>“the FCA Rules”</b>	the rules contained in COLL published by the FCA as part of the FCA Handbook.
<b>“FUND Sourcebook”</b>	The Investment Funds sourcebook made by the FCA pursuant to the Act, as amended or replaced from time to time.
<b>“the Fund”</b>	the Janus Henderson UK Property PAIF Feeder Fund managed by the Manager. “Fund” shall be construed accordingly.
<b>“Fund Administrator”</b>	Henderson Administration Limited or such other entity as is appointed to act as administrator to the Fund from time to time or any delegate of such entity.
<b>“Fund Property”</b>	the property of the Fund.
<b>“Investment Adviser”</b>	Henderson Global Investors Limited.
<b>“the Manager”</b>	Henderson Investment Funds Limited.
<b>“Net Asset Value” or “NAV”</b>	the value of the Fund property less liabilities of the Fund in accordance with the Trust Deed.
<b>“PAIF”</b>	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, the Company qualifies as a PAIF.

<b>“Redemption Price”</b>	the price at which Units may be sold back to the Manager at a given Valuation Point.
<b>“Subscription Price”</b>	the price at which Units may be sold by the Manager at a given Valuation Point.
<b>“switch”</b>	the switch, where permissible, of Units of the Fund for units/shares of another fund managed by the Manager.
<b>“Tax Regulations”</b>	the Authorised Investment Funds (Tax) Regulations 2006 (SI 2006/964), as amended from time to time.
<b>“the Trust Deed”</b>	the trust deed constituting the Fund as amended by any supplemental deeds. “Trust Deed” shall be construed accordingly.
<b>“the Trustee”</b>	NatWest Trustee and Depositary Services Limited.
<b>“Unit”</b>	an income or an accumulation unit in the Fund.
<b>“Unitholder”</b>	a holder of Units.
<b>“Unitholder Administrator”</b>	SS&C Financial Services International Limited or such other entity as is appointed to act as unitholder administrator from time to time.
<b>“Valuation Point”</b>	the point, whether on a periodic basis or for a particular valuation, at which the Manager carries out a valuation of the Fund Property for the purpose of determining the price at which Units may be issued, cancelled or redeemed.
<b>“VAT”</b>	value added tax.



## 2. THE CONSTITUTION

### Structure and Establishment

The Fund was authorised on 27 May 2016 and established by a trust deed dated 27 May 2016.

#### Type of Scheme

The Fund is an authorised unit trust scheme and is a non-UCITS retail scheme operating under Chapter 5 of COLL.

The Fund will be managed so that it is feeder fund for the Company. The Company is an open-ended investment company constituted as a non-UCITS retail scheme, and, as at the date of this Prospectus, qualifying as a PAIF.

The assets of the Fund will be invested in accordance with the investment objective and policy of the Fund, set out below. Investment of the assets must comply with COLL.

#### Unitholder liability for debts of the scheme

Unitholders are not liable for the debts of the Fund. Unitholders are not liable to make any further payment after they have paid the price on the purchase of Units.

#### Base Currency

The base currency of the Fund is sterling. All Units issued are denominated in pence sterling. Units will be issued in larger and smaller denominations. There are 100 smaller denomination Units to each larger Units. Smaller denomination Units represent what, in other terms, might be called fractions of a larger Units and have proportionate rights.

#### Changes to the Fund

Where any changes are proposed to be made to the Fund the Manager will assess whether the change is fundamental, significant or notifiable in accordance with COLL 4.3. If the change is regarded as fundamental, unitholder approval will be required. If the change is regarded as significant, 60 days' prior written notice will be given to Unitholders. If the change is regarded as notifiable, Unitholders will receive suitable notice of the change. Some changes will not be fundamental, significant or notifiable.

## 3. MANAGEMENT AND ADMINISTRATION

### REGULATORY STATUS

The Manager, the Trustee and the Investment Adviser are authorised and regulated by the FCA of 12 Endeavour Square, London, E20 1JN.

### MANAGER

#### Henderson Investment Funds Limited

The Manager is Henderson Investment Funds Limited which is a private company limited by shares incorporated in England and Wales on 17 January 1992.

#### Registered Office and Head Office:

201 Bishopsgate, London EC2M 3AE

#### Ultimate Holding Company:

**Janus Henderson Group plc, a public company registered in Jersey**

#### Share Capital:

Authorised Share Capital of £5,000,000 with an issued and paid up share capital of £1,000,000

**Names of Directors and any significant business activities not connected with the business of the Manager**

A Crooke

G Foggin

G Fogo

S Hillenbrand

H J de Sausmarez

R Chaudhuri

F Smith

P Shea

F Smith and P Shea are non-executive directors. The remaining directors are employees of Henderson Administration Limited, which is also a subsidiary of Janus Henderson and have varying responsibilities within the Group. Subject to this, none of the directors have any significant business activities other than those connected with the business of the Manager.

The Manager is responsible for managing and administering the Fund's affairs in compliance with the FCA Rules.

The Manager in turn proposes to delegate certain investment management services to Henderson Global Investors Limited. The Manager also delegates Unitholder administration, including the administration of the registration system, to SS&C Financial Services Europe Limited and Fund administration to Henderson Administration Limited ("HAL"). HAL in turn delegates Fund administration to BNP Paribas Securities Services.

## **THE TRUSTEE**

NatWest Trustee and Depositary Services Limited is the Trustee of the Funds.

The Trustee is incorporated in England as a private limited company. It's registered and head office is at 250 Bishopsgate, London EC2M 4AA. The ultimate holding company of the Trustee is the Royal Bank of Scotland Group plc, which is incorporated in Scotland. The principal business activity of the Trustee is the provision of trustee and depositary services.

### **Duties of the Trustee**

The Trustee is responsible for the safekeeping of scheme property, monitoring the cash flows of the funds, and must ensure that certain processes carried out by the AIFM are performed in accordance with the applicable rules and scheme documents.

### **Delegation of Safekeeping Functions:**

The Trustee is permitted to delegate (and authorise its delegate to sub-delegate) the safekeeping of Scheme Property.

The Trustee has delegated safekeeping of the Scheme Property to BNP Paribas Securities Services ("the Custodian"). In turn, the Custodian has delegated the custody of assets in certain markets in which the Funds may invest to various sub-delegates ("sub-custodians").

### **Terms of Appointment**

The Trustee has been appointed under the Trust Deed and is also responsible for acting as registrar. The Trustee is the "Depositary" for the purposes of the AIFM Directive and is appointed pursuant to a Depositary Agreement. The Depositary Agreement provides indemnities to the Trustee in the discharge of its functions (except in relation to any cost, expense, charge, loss or liability arising out of the negligence, fraud or wilful default of the Trustee or breach by the Trustee of the Regulations). The Depositary Agreement may be terminated on three months' written notice by the Trustee or the Schemes or immediately in certain circumstances.

The terms agreed between the Manager and the Trustee relating to the Trustee's remuneration and expenses are set out under the heading "Trustee's Charges and Expenses" later in this document. The Trustee is responsible for the safe-keeping of all the property of the Schemes and has a duty to take reasonable care to ensure that the Schemes are managed in accordance with the provisions of the FCA Rules relating to the pricing of, and dealing in, units and relating to the income of the Schemes. It is a public limited company incorporated in Scotland. Subject to the FCA Rules and the Trust Deed, the Trustee has full power to delegate (and authorise its delegate to sub-delegate) all or any part of its duties as Trustee. The Trustee has delegated its custodial duties to BNP Paribas Securities Services ("the Custodian").

Pursuant to the AIFM Directive and the Depositary Agreement, the Trustee is liable to the Schemes for any loss of a financial instrument held in custody by the Trustee or a custodian suffered or incurred by the Scheme ("Loss"). The Trustee is not liable for a Loss (i) which has arisen as a result of an external event beyond the reasonable control of the Trustee; or (ii) subject to certain conditions set out in the Depositary Agreement, if the relevant financial instrument is held by a custodian appointed in accordance with the Depositary Agreement and applicable laws, and (a) there is a transfer and release of liability in accordance with the AIFM Directive, and/or (b) the Trustee had no other option but to delegate the custody to such custodian due to local law requirements. For any other loss under the Depositary Agreement not considered to be a Loss, to the extent permitted by applicable law the Trustee is not liable for any liabilities unless such liabilities are a direct result of the negligent or intentional failure of the Trustee to properly fulfil its obligations under the Depositary Agreement or the AIFM Directive. Neither party is responsible to the other for indirect losses or force majeure events. The Trustee is not permitted to re-use AIF assets.

### **UNITHOLDER ADMINISTRATOR**

**Name** SS&C Financial Services Europe Limited ("SS&C (UK)")

**Address** SS&C House, St Nicholas Lane, Basildon, Essex SS15 5FS

The Manager has appointed SS&C and SS&C (UK) to carry out certain unitholder administration services; including administration of the registration system.

### **THE AUDITORS**

**Name** PricewaterhouseCoopers  
**Address** 141 Bothwell Street, Glasgow. G2 7EQ

#### **FUND ACCOUNTING AND PRICING**

**Name** BNP Paribas Securities Services  
**Address** 55 Moorgate, London EC2R 6PA

The Manager has delegated to Henderson Administration Limited its duties to provide or procure the provision of certain administrative services. Henderson Administration Limited in turn has delegated these functions to BNP Paribas Securities Services.

#### **THE INVESTMENT ADVISER**

**Name** Henderson Global Investors Limited  
**Registered office and head office** 201 Bishopsgate, London EC2M 3AE

**Principal activity** Investment Adviser

The Investment Adviser was appointed by an amendment to the agreement dated 22 July 2014 between the Manager and the Investment Adviser (the "Investment Management Agreement").

The Investment Adviser undertakes the investment management of the Fund in accordance with the Trust Deed, the Investment Objective and COLL and has authority to take day to day investment decisions and to deal in investments in relation to the investment management of the Fund, without prior reference to the Manager.

The Investment Adviser is entitled to delegate the provision of investment management and administration services to other companies within the Janus Henderson Group plc group of companies as well as to third parties with the prior consent of the Manager. Under the Investment Management Agreement the Manager provides indemnities to the Investment Adviser (except in the case of any matter arising as a direct result of its fraud, negligence, wilful default or bad faith or to the extent that it is a liability which has actually been recovered from another person other than the Investment Adviser's insurers). The Manager may be entitled to recover from the Fund amounts paid by the Manager under the indemnities in the Investment Management Agreement.

The Investment Management Agreement may be terminated on 3 months' written notice being given to the other by the Investment Adviser or the Manager or immediately in certain circumstances.

The Investment Adviser is a body corporate within the same group as the Manager. A fee for services by the Investment Adviser is paid by the Manager to the Investment Adviser but is not deducted from the Fund's assets.

## **LEGAL ADVISERS**

**Name** Eversheds Sutherland (International) LLP

**Address** One Wood Street, London EC2V 7WS

## **CONFLICTS OF INTEREST**

### **The Manager's Policy**

The Manager, the Investment Adviser and other companies within the Janus Henderson group may, from time to time, act as Investment Advisers or advisers to other schemes, funds or sub-funds which follow similar investment objectives to those of the Fund. It is therefore possible that the Manager and/or the Investment Adviser may in the course of their business have potential conflicts of interest in respect of the Fund. Each of the Manager and the Investment Adviser will, however, have regard in such event to its obligations under the Trust Deed and the Investment Management Agreement respectively and, in particular, to its obligation to act in the best interests of the 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.

Where a conflict of interest cannot be avoided, the Manager and the Investment Adviser will ensure that the Fund and other collective investment schemes it manages are fairly treated.

The Manager acknowledges that there may be some situations where the organisational or administrative arrangements in place for the management of conflicts of interest are not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of the Fund or its Unitholders will be prevented. Should any such situations arise the Manager will disclose these to Unitholders in an appropriate format.

### **The Trustee's Policy**

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

It is possible that the Trustee/Depositary and/or its delegates and sub-delegates may in the course of its or their business be involved in other financial and professional activities which may on occasion have potential conflicts of interest with the Funds and/or other funds managed by the Manager or other funds for which the Depositary acts as the depositary, trustee or custodian. The Depositary will, however, have regard in such event to its obligations under the Depositary Agreement and the Regulations and, in particular, will use reasonable endeavours to ensure that the performance of its duties will not be impaired by any such involvement it may have and that any conflicts which may arise will be resolved fairly and in the best interests of Unitholders collectively so far as practicable, having regard to its obligations to other clients.

Nevertheless, as the Depositary operates independently from the Funds, Unitholders, the Manager and its associated suppliers and the Custodian, the Depositary does not anticipate any conflicts of interest with any of the aforementioned parties.

Up to date information regarding (i) the Depositary's name, (ii) the description of its duties and any conflicts of interest that may arise between the Funds, the unitholders or the Manager and the trustee/depositary, and (iii) the description of any safekeeping functions delegated by the Depositary, the description of any conflicts of interest that may arise from such delegation, and

the list showing the identity of each delegate and sub-delegate, will be made available to unitholders on request.

### **Unitholder's Rights**

Unitholders are entitled to participate in the Fund on the basis set out in this prospectus (as amended from time to time). The sections dealing with complaints, cancellation rights, data protection, Unitholder meetings and voting rights, annual reports and documents of the Fund, set out important rights about Unitholders' participation in the Fund.

Unitholders may have no direct rights against the service providers set out in this section.

Unitholders may be able to take action if the contents of this document are inaccurate or incomplete.

Unitholders have statutory and other legal rights which include the right to complain and may include the right to cancel an order or seek compensation.

Unitholders who are concerned about their rights in respect of the Fund should seek legal advice.

### **Fair treatment of investors**

Procedures, arrangements and policies have been put in place by the Manager to ensure compliance with the principles of fair treatment of investors. The principles of treating investors fairly include, but are not limited to:

- acting in the best interest of the Fund and of the investors;
- executing the investment decisions taken for the account of the Fund in accordance with the objectives, the investment policy and the risk profile of the Fund;
- ensuring that the interests of any group of investors are not placed above the interests of any other group of investors;
- ensuring that fair, correct and transparent pricing models and valuation systems are used for the Fund managed;
- preventing undue costs being charged to the Fund and investors;
- taking all reasonable steps to avoid conflicts of interests and, when they cannot be avoided, identifying, managing, monitoring and, where applicable, disclosing those conflicts of interest to prevent them from adversely affecting the interests of investors; and
- recognising and dealing with complaints fairly.

Please note that distributors of the shares, including platforms, may receive information regarding changes to the fund prior to other investors. This is for administrative reasons, so that the distributors can organise their affairs in preparation for the changes to the Fund. Information on other special arrangements in place for specific types of investor is available from the Manager.

### **Governing Law**

The agreement between Unitholders and the Fund is governed by English Law and, by purchasing Units, Unitholders agree that the Courts of England have exclusive jurisdiction to settle any disputes. All communications in connection with investments in the Fund will be in English.

## **4. INVESTMENT OBJECTIVE AND POLICY AND PROFILE OF INVESTOR**

### **Investment Objective**

It is intended that the Fund be a feeder fund for the Janus Henderson UK Property PAIF at all times. At the date of this prospectus the Company is an open-ended investment company constituted as a non-UCITS retail scheme qualifying as a PAIF.

The objective of the Fund is to achieve a high income together with some growth of both income and capital by investing solely in the Company.

## **Policy**

The Fund will invest solely in the Company.

The investment policy of the Fund means that it may be appropriate for it to hold cash or near cash. This will only occur where the Manager reasonably regards it as necessary to enable the pursuit of the Fund's objective, redemption of Units, efficient management of the Fund in accordance with its objective, or for purposes ancillary to its objective.

## **Strategy**

The investment manager invests in the Janus Henderson UK Property PAIF that seeks to own a broad mix of high-quality commercial properties across UK regions and sectors, with a South East bias, which in many cases look set to benefit from long-term consumer, demographic, and technological trends. The investment process focuses on location, tenant strength, lease length, lease structure, building quality, and sustainability considerations.

## **Benchmark Usage**

### **Peer Group Performance Comparator**

IA UK Direct Property Sector

The Investment Association (IA) groups funds with similar geographic and/or investment remit into sectors. The fund's ranking within the sector (as calculated by a number of data providers) can be a useful performance comparison against other funds with similar aims.

### **Profile of Typical Investor**

The Fund is intended for investors who cannot, or prefer not to, invest in the Company directly.

The Fund may be suitable for you if you consider collective investment schemes to be a convenient way of obtaining exposure to commercial property primarily in the UK but also overseas and wish to seek to achieve defined investment objectives. You should have experience with or understand investments which place capital at risk, and must be able to accept losses. The Fund may be suitable for you if you can set aside your capital for at least 5 years. If you are uncertain about whether this product is suitable for you, please contact a professional adviser.

## **5. UNITS WITHIN THE FUND**

### **Available Unit Classes**

The Fund may make Units available in different Classes. Currently Income and Accumulation Units, in each case in Class A, Class E, Class G, Class I, and Class U2 are available in the Fund. Further details of each of the Unit Classes are set out in Appendix B.

Units in Class E are available for direct investment from individual Unitholders only where no bundled commission payments for financial advice are made. Further information on the purchase of E units is set out in Appendix B.

Units in Class G are only available to Eligible Unitholders. Eligible Unitholders are those who are eligible at the Manager's discretion to invest in Class G Units upon entering into an agreement with the Manager and fulfilling the eligibility conditions set by the Manager from time to time.

Eligibility conditions currently include minimum holdings at a Unit/Share Class level and also minimum assets under management held by the investor across the range of UK domiciled funds operated by Henderson Investment Funds Limited.

Units in Class U2 are only available for subscription at the discretion of the Manager to investors who have a qualifying distribution agreement in place with the Manager.

All other Classes of Units are available to all investors.

### **Income and Accumulation Units**

Holders of income Units are entitled to be paid any income attributed to such Units on each income allocation date. Holders of accumulation Units are not entitled to be paid any income attributed to such Units, but that income is automatically transferred to (and retained as part of) the capital assets of the Fund on or before each income allocation date. This is reflected in the price of an accumulation Unit.

The Trust Deed allows gross income and gross accumulation Units to be issued as well as net income and net accumulation Units. Net Units are units in respect of which income allocated to them is distributed periodically to the relevant Unitholders (in the case of income units) or credited periodically to capital (in the case of accumulation units), in either case in accordance with relevant tax law net of any tax deducted or accounted for by the Fund. Gross Units are income or accumulation units where, in accordance with relevant tax law, distribution or allocation of income is made without any tax being deducted or accounted for by the Fund. Currently, however, only net income Units are available, and all references in this Prospectus to an accumulation Unit are to net accumulation Units.

### **Hedged Unit Classes**

Hedged Unit Classes are not currently available in the Fund. The Manager may offer Hedged Unit Classes in the future. Hedged Units Classes allow the Manager to use currency hedging transactions to reduce the effect of fluctuations in the rate of exchange between the currency of Units of those Classes (the "Reference Currency") and the base currency of the Fund (the "Base Currency").

## **6. BUYING AND REDEEMING UNITS**

The dealing office of the Manager is open from 9.00 am until 5.00 pm on each Dealing Day to receive requests for the purchase or redemption of Units by post, fax, telephone at the Manager's discretion, by telephoning 0845 608 8703 or via electronic dealing platforms (such as EMX) for the purchase, redemption and switching of Units. In addition the Manager may from time to time make arrangements to allow Units to be dealt with through other communication media. All initial subscriptions must be accompanied by an application form which may be obtained from the Manager. The cut off times for receiving applications to deal in the Fund is 12 noon.

At present transfer of title by electronic communication is accepted at the Manager's absolute discretion and the Manager may refuse electronic transfers.

The Manager will accept instructions to transfer or renunciation of title to Units on the basis of an authority communicated by electronic means and sent by the Unitholder, or delivered on their behalf by a person that is authorised by the FCA, subject to:

- (a) prior agreement between the Manager and the person making the communication as to:
  - (i) the electronic media by which such communication may be delivered; and
  - (ii) how such communications will be identified as conveying the necessary authority;
- (b) assurance from any person who may give such authority on behalf of the investor that they will have obtained the required appointment in writing from the Unitholder; and
- (c) the Manager being satisfied that that any electronic communications purporting to be made by a Unitholder or his agent are in fact made that person.

In order to comply with the legislation implementing European Union directives and the United Kingdom's obligations under various intergovernmental agreements relating to the automatic



exchange of information to improve international tax compliance (including the United States provisions commonly known as FATCA), the Manager (or its agent) will collect and may report information to HM Revenue & Customs about Unitholders and their investments for this purpose, including information to verify their identity and tax status.

When requested to do so by the Manager or its agent, Unitholders must provide information to the Manager or its agent, to enable the Fund to satisfy its obligations under such legislation. If a Unitholder does not provide the necessary information, the Manager will be required to report it to HMRC.

## **Buying Units**

### **Procedure:**

Units in Class E are available for direct investment from individual Unitholders only where no bundled commission payments for financial advice are made. Further information on the purchase of E units is set out in Appendix B.

All other Units may be bought directly from the Manager or through your professional adviser or other intermediary. An intermediary who deals on your behalf in the Fund may be entitled to receive commission from the Manager.

Units can be bought either by sending a completed application form to the Manager at PO Box 9023, Chelmsford CM99 2WB, or, under certain circumstances, by telephoning the Manager on 0845 608 8703. The Manager reserves the right to refuse telephone applications. Application forms may be obtained from the Manager. In addition, the Manager may from time to time make arrangements to allow Units to be bought on-line or through other communication media.

The Manager has the right to reject, on reasonable grounds, any application for Units in whole or part, and in this event the Manager will return any money sent, or the balance of such monies, at the risk of the applicant.

Units will be issued at a price calculated by reference to the next Valuation Point following receipt of the application.

Dealing requests made by the Fund for Class F Shares in the Company and which are received by the ACD on a dealing day in the Company but after the valuation point in the Company for that dealing day but before 5pm on that dealing day may still be accepted by the ACD and dealt with at a price calculated on that dealing day.

In relation to subscriptions, the Manager makes use of the "delivery versus payment" (DvP) exemption as permitted by the FCA Handbook, which provides for a one day window during which money given to the Manager to buy Units is not treated as client money. If the Manager has not passed subscription money to the Trustee at the end of the one day window, it will place the subscription money in a client money bank account until it can make the transfer.

Money which is not held as client money will not be protected on the insolvency of the Manager.

By agreeing to subscribe for Units in the Funds, Unitholders consent to the Manager operating the DvP exemption on subscriptions as explained above. The Manager is also entitled to use a DvP exemption when it uses commercial settlement systems and by subscribing for Units, Unitholders are agreeing that the Manager may use such systems in this way.

### **Documents the buyer will receive:**

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

An order for the purchase of Units will only be deemed to have been accepted by the Manager once it is in receipt of cleared funds for the investment. If settlement is not made within a reasonable period, then the Manager has the right to cancel any Units issued in respect of the application and recover any shortfall.

Certificates will not be issued in respect of Units. Ownership of Units will be evidenced by an entry on the Register of Unitholders. Notifications in respect of periodic income distributions on Units will show the number of Units held by the Unitholder on which the income distribution is

being made. Individual statements of a Unitholder's Units (or, where Units are jointly held, the first named holder's) will be issued automatically as at 31 December and 30 June of each year. Ad-hoc valuation statements may also be issued upon request by the registered Unitholder. The Manager reserves the right to make a charge for any ad-hoc valuation statements issued.

### **Regular savings plan:**

Class A and Class E Income and Accumulation Units may be bought through a regular savings plan (further information on the purchase of E units is set out in Appendix B). The minimum monthly contribution is £100 per month. A direct debit will need to be arranged in accordance with the Manager's procedures to permit contributions to the regular savings plan to be made. Monthly contributions may be increased, decreased (subject to maintaining the minimum level of contribution) or stopped at any time by notifying in writing such party as the Manager may direct. If, however, payments are not made into the regular savings plan for more than three months and the Unitholder holds less than the minimum holding, then the Manager reserves the right to redeem that Unitholder's entire holding. Contract notes will not be issued to Unitholders investing through a regular savings plan.

### **Minimum investments and holdings:**

The minimum initial investment and subsequent investments are set out in Appendix B.

The Manager may at its discretion in what it considers to be special circumstances accept subscriptions and/or holdings lower than the minimum amount(s) or to waive or reduce the initial charge.

If following a redemption a holding should fall below the minimum holding, the Manager has the discretion to require redemption of that Unitholder's entire holding.

### **Issue of Units in Exchange for In Specie Assets**

The Manager may permit the issue of Units in exchange for in specie assets.

In such circumstances, and provided the Trustee considers that the transfer of property would not be likely to result in any material prejudice to the interests of Unitholders (and the ACD and the depositary of the Company consider the transfer of such property into the Company would not result in any material prejudice to the interests of shareholders), the Manager may arrange for the Trustee to issue Units in exchange for shares in the relevant Class of the Company. In this case, the Manager will ensure that the beneficial interest in the shares is transferred to the Trustee with effect from the issue of the Units.

### **Market timing**

The Manager may refuse to accept a new investment if, in the opinion of the Manager, it has reasonable grounds for refusing to accept an investment. In particular, the Manager may exercise this discretion if it reasonably believes the Unitholder has been or intends to engage in market timing activities.

For these purposes, market timing activities include investment techniques which involve short term trading in and out of Units generally to take advantage of variations in the price of Units between the daily Valuation Points of the Fund. Short term trading of this nature may often be detrimental to long term Unitholders, in particular the frequency of dealing may lead to additional dealing costs which can affect long term performance.

Investments may be made into the Fund via nominee or similar omnibus accounts. For the purposes of monitoring and detecting potential market timing activity, the Manager's responsibilities will be restricted to the registered legal holder of Units rather than any underlying beneficial holder. The Manager will co-operate in helping to deter any potential market timing activities that the registered legal holder has detected in his monitoring of his underlying beneficial holders.

### **Redeeming Units**

#### **Procedure:**

Every Unitholder has the right to require that the Fund redeem his Units on any Dealing Day unless the value of Units which a Unitholder wishes to redeem will mean that the Unitholder will hold Units with a value less than the required minimum holding, in which case the Unitholder may be required to redeem his entire holding.

Requests to redeem Units may be in writing to the Manager at PO Box 9023, Chelmsford, CM99 2WB, or by telephone on 0845 608 8703. The Manager reserves the right to refuse a telephone redemption request. In addition the Manager may from time to time make arrangements to allow Units to be redeemed on-line or through other communication media.

The Units will be redeemed at a price calculated by reference to the next Valuation Point following receipt of the instruction to redeem.

Dealing requests made by the Fund for Class F Shares in the Company and which are received by the ACD on a dealing day in the Company but after the valuation point in the Company for that dealing day but before 5pm on that dealing day may still be accepted by the ACD and dealt with at a price calculated on that dealing day.

The Manager in his discretion may permit redemption proceeds to be paid by telegraphic transfer and may impose a charge. Any request for a telegraphic transfer would be subject to the necessary money laundering and anti-fraud checks.

The Manager also makes use of the "delivery versus payment" (DvP) exemption as referred to above when it redeems Units. Money due to be paid to Unitholders following a redemption need not be treated as client money provided the redemption proceeds are paid to the Unitholder within a one day window. If the Manager is not able for any reason to pay a Unitholder in that timeframe it will place the redemption money in a client money bank account until it can make the payment.

Money which is not held as client money will not be protected on the insolvency of the Manager.

By agreeing to subscribe for Units in the Funds, Unitholders consent to the Manager operating the DvP exemption on redemptions as explained above. The Manager is also entitled to use a DvP exemption when it uses commercial settlement systems and by subscribing for Units, Unitholders are agreeing that the Manager may use such systems in this way.

**Documents a redeeming Unitholder will receive:**

A contract note giving details of the number and price of Units redeemed will be sent to the redeeming Unitholder (or the first named Unitholder, in the case of joint Unitholders) no later than the end of the business day following the later of the request to redeem Units and the Valuation Point by reference to which the price is determined. At the Manager's discretion, the contract note will be accompanied by a form of renunciation for completion and execution by the Unitholder (or, in the case of a joint holding, by all the joint Unitholders). Payment in satisfaction of the redemption monies will be issued by the close of business on the fourth business day after the later of (a) where issued, receipt by the Manager of the form of renunciation (or other sufficient written instructions) duly signed and completed by all the relevant Unitholders, together with any other appropriate evidence of title, and (b) the Valuation Point following receipt by the Manager of the request to redeem.

Payment by cheque will be sent at the Unitholder's risk by first class post to the last address notified by the Unitholder to the Manager. It will be deemed to be received on the second day after posting. The Manager will not be responsible if the mailing is delayed except where as a result of the Manager's negligence. If the mailing goes astray or is intercepted the Manager reserves the right to fully investigate what has happened and will have no obligation to remit a second payment to the Unitholder until satisfied with the results of the investigation.

Where the redemption proceeds are to be paid by telegraphic transfer, the Manager will make the payment to the bank account details last notified to the Manager. The redemption proceeds will be sent at the risk of the Unitholder and the Manager will not be responsible if the telegraphic transfer is delayed, unless this is as a result of the Manager's negligence.

**Minimum redemption:**

Unitholders may redeem part of their holding, however the Manager reserves the right to refuse a redemption request if the value of the Units to be redeemed is less than the minimum redemption value set out in Appendix B.

**Converting:**

Subject to eligibility requirements, a Unitholder may at any time convert all or some of his Units of one class ("the Original Shares") for Units of another class ("the New Units"). The number of

New Units issued will be determined by reference to the respective prices of New Units and Original Units at the valuation point applicable at the time of the conversion.

Conversion instructions will be irrevocable and the Unitholder concerned will have no right to cancel the transaction. Contract notes giving details of the conversion will be sent on or before the business day next following the Valuation Point by reference to which the price of the Unit conversion was calculated.

Neither the Manager nor the Trustee are obliged to give effect to a request to convert Units if the value of the Units to be converted is less than the minimum permitted transaction or if it would result in the Unitholder holding Units of any class of less than the minimum holding required for that class of Units.

Conversions are not usually treated as disposals for United Kingdom capital gains tax purposes and (provided that any hedging arrangements for the old and new unit classes are the same) no stamp duty reserve tax will be payable on the conversion.

The Manager may carry out a compulsory Conversion of some or all of the Units of one Class into another Class where it reasonably believes it is in the interests of Unitholders (for example to merge two existing Unit Classes). The Manager will give Unitholders 60 days' written notice before any compulsory Conversion is carried out.

There is no fee on conversions

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

### **Switching**

A Unitholder may at any time switch all or some of his Units ("the Original Units") for shares/units of another fund operated by the Manager ("the New Units"). The number of New Units issued will be determined by reference to the respective prices of New Units and Original Units at the valuation point applicable at the time the Original Units are redeemed and the New Units are issued.

**Please note that a switch of Units in the Fund for shares/units in another fund operated by the Manager is treated as a redemption of the Original Units and a purchase of New Units and will, for persons subject to United Kingdom taxation, be a realisation for the purposes of capital gains tax.**

A Unitholder who switches Units for shares/units in another fund operated by the Manager will not be given a right by law to withdraw from or cancel the transaction. For details on switching into any other Janus Henderson collective investment scheme including for details of any applicable charges, please contact the Manager.

Switching instructions will be irrevocable and the Unitholder concerned will have no right to cancel the transaction. Contract notes giving details of the switch will be sent on or before the business day next following the valuation point by reference to which the price of the Unit switch was calculated.

Neither the Manager nor the Trustee are obliged to give effect to a request to switch Units if the value of the Units to be switched is less than the minimum permitted transaction or if it would result in the Unitholder holding Units of any class of less than the minimum holding required for that class of Units. In addition, the Manager may decline to permit a switch into Units linked to a Fund in respect of which there are no Units in issue, or in any case in which the Manager would be entitled by COLL to refuse to give effect to a request by the Unitholder for the redemption of Units of the old class or the issue of Units of the new class. There may be a charge on switching which will not exceed the amount of the then prevailing initial charge of the New Units.

**For details on switching into any other Janus Henderson collective investment scheme, please contact the Manager.**

### **Exchanging between the Fund and the Company**

The Manager is aware that certain holders who are eligible to invest in the Company are unable to do so for administrative reasons and at present invest through the Fund. When these investors are in a position to invest directly in the Company, they may at the discretion of the Manager, be able to exchange their holdings of Units in the Fund for shares in the Company. The Manager

intends to facilitate exchanges between the Fund and the Company every three months, immediately after an accounting date for the Fund. Eligible investors using these exchange arrangements would benefit from income and capital gains tax advantages.

The exchange would take place when there is no accrued income in the Company to avoid income tax consequences and it would be with the agreement of the Manager/ACD so that the disposal would qualify for capital gains tax rollover relief. The new shares 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 Fund.

Where Units in the Fund are exchanged for shares, Units in the Fund will ordinarily be redeemed in the Fund at the cancellation price of its Units calculated in accordance with its prospectus and shares will also be issued at the cancellation price of shares.

Where shares in the Company are exchanged for Units in the Fund, shares will ordinarily be redeemed at the cancellation price and Units will ordinarily be issued at the cancellation price.

Exchanging may be effected either by telephone (with written confirmation) by fax or in writing to the Manager or ACD's Client Services Department, as appropriate, at the contact details provided in the Directory. Unitholders moving into the Company will be required to complete an exchange form, a Declaration of Eligibility and Undertaking and, where relevant, provide the corporate certificate and undertakings.

### **Dealing Charges**

The initial charge and any redemption charge are in the price of the Unit.

#### **Initial charge:**

The Manager may impose a charge on the purchase of Units. The initial charge is a percentage of the issue price.

This charge is included in the purchase (sale) price.

The Manager will not increase the Initial Charge unless not less than 60 days written notice has been given to regular savers of the increase.

#### **Redemption Charge:**

The Manager may make a charge on the redemption of Units.

A redemption charge of up to 3% may be levied at the discretion of the Manager if a redemption is made within 90 days of purchase.

The Manager may only introduce a new redemption charge in accordance with the Regulations.

In relation to the imposition of a redemption charge as set out above, where Units in question have been purchased at different times by a redeeming Unitholder, the Units to be redeemed shall be deemed to be the Units purchased first in time by that Unitholder.

In the event of a change to the rate or method of calculation of a redemption charge, details of the previous rate or method of calculation will be available from the Manager.

### **Money Laundering and Fraud Prevention**

Under United Kingdom law we are required to take steps to verify the identity of our clients to prevent money laundering and to reduce the possibility of fraud. We may conduct searches of databases and other publicly available data in order to do this. We may need to ask you to provide proof of your identity before we can accept your instructions and in these circumstances will only be able to return the proceeds of your investment, make income payments or transfer Units to another person or body provided we have received proof of your identity acceptable to us.

If you are investing by direct debit you should be aware that, unless we receive acceptable identification verification, either from our searches or your provision of proof of identity, we will only be able to return the proceeds of your investment or income payments due by telegraphic transfer to the account from which the debits were drawn. Anti-money laundering regulations require your first monthly investment to be a personal cheque drawn on the same account as your direct debit.

Neither Janus Henderson nor our administrators shall be liable for any unit price movements occurring during delays as a result of money laundering requirements being satisfied.

### **General Data Protection Regulation**

Prospective investors should note that by completing the Application Form, they are providing information that may constitute personal data within the meaning of the General Data Protection Regulation (EU) 2016/679 (GDPR). The Manager (Henderson Investment Funds Limited) is the data controller of the personal data you provide ("Data Controller"). The use of the personal data investors provided to the Manager in the Application Form is governed by the GDPR and the Data Controller's Privacy Policy.

Where an investor provides prior consent, the Data Controller may provide information about products and services or contact investors for market research. For these purposes, investor details may be shared with companies within the Janus Henderson Group. The Data Controller will always treat investor details in accordance with the Data Controller's Privacy Policy and investors will be able to unsubscribe at any time.

The Data Controller's Privacy Policy is under the Privacy Policy section of our website at [www.janushenderson.com](http://www.janushenderson.com) and may be updated from time to time, in material cases of which the Data Controller will notify you by appropriate means.

### **Late Settlement**

If the purchase monies for Units are received late, the Manager reserves the right to make an administration charge and/or at its sole discretion cancel the purchase of the Units and recover any shortfall.

### **Transfers**

Unitholders are entitled to transfer their Units to another person or body. All transfers must be in writing in the form of an instrument of transfer approved by the Manager for this purpose. Completed instruments of transfer must be returned to the Manager in order for the transfer to be registered by the Manager. The Manager may refuse to register a transfer unless an amount equivalent to any applicable Stamp Duty Reserve Tax has been paid.

### **Restrictions and Compulsory Transfer and Redemption**

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

If it comes to the notice of the Manager that any Units ("affected Units"):

- (i) are owned directly or beneficially in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or
- (ii) would result in the Fund incurring any liability to taxation which the Fund would not be able to recoup itself or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory); or
- (iii) are held in any manner by virtue of which the Unitholder or Unitholders in question is/are not qualified to hold such Units or if it reasonably believes this to be the case;

or if the Manager is not satisfied that any Units may not give rise to a situation discussed in (i), (ii) or (iii), the Manager may give notice to the Unitholder(s) of the affected Units requiring the transfer of such Units to a person who is qualified or entitled to own them or that a request in writing be given for the redemption of such Units in accordance with the FCA Regulations. If any Unitholder upon whom such a notice is served does not within thirty days after the date of such notice transfer his affected Units to a person qualified to own them or submit a written request for their redemption to the Manager or establish to the satisfaction of the Manager (whose judgement is final and binding) that he or the beneficial owner is qualified and entitled to own the

affected Units, he shall be deemed upon the expiry of that thirty day period to have given a request in writing for the redemption or cancellation (at the discretion of the Manager) of all the affected Units.

This may include a situation which a Unitholder has moved to a different jurisdiction which either does or may give rise to a situation described in (i), (ii) or (iii) above.

It is not possible for the Manager to be fully informed of current law and regulations in every jurisdiction and accordingly in the interests of Unitholders and to be able to ensure no Units are held or acquired by any person in breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory or which would result in the Fund incurring any liability to taxation which the Fund is not able to recoup itself or suffering any other adverse consequence the Manager's policy will be to treat Units of Unitholders moving to jurisdictions other than EEA States as affected Units and may refuse to issue Units to anyone resident outside of the EEA States.

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

If in the Manager's view any Unitholder acts in an abusive manner towards any employee of the Manager or its appointed agents, the Manager and its agents will only deal with that Unitholder in writing. If the Unitholder persists with abusive behaviour, the Manager reserves the right to compulsorily redeem the Unitholder's holding.

### **In Specie Redemptions**

The Manager does not generally intend to permit in specie redemptions of Units. The Manager may, however, provided the Trustee considers that the transfer of property would not be likely to result in any material prejudice to the interests of Unitholders, but otherwise at its exclusive discretion where it considers the redemption to be substantial in relation to the total size of a Fund or in some way detrimental to the Company or otherwise at its discretion, arrange that in place of payment of the price of the Units in cash, the Trustee cancels the Units and transfers scheme property of the Company or arranges for the transfer of scheme property of the Company or alternatively, if required by the Unitholder, its net proceeds of sale, to the Unitholder.

### **Deferred Redemption**

In times of high redemption, to protect the interests of continuing Unitholders, the Manager may defer all redemptions at any Valuation Point to the next Valuation Point where requested redemptions exceed 10% of the Fund's value. This will allow the Manager to match the sale of the Fund Property to the level of redemptions, thereby reducing the impact of dilution on the Fund. At the next such Valuation Point all deals relating to an earlier Valuation Point will be completed before those relating to a later Valuation Point are considered (as such deals will be dealt with in the order that instructions were received).

In addition, where on a dealing day in the Company, a redemption request from the Fund is deferred by the ACD, the Manager may likewise defer in whole or in part the corresponding redemption requests by Unitholders in the Fund to the Valuation Point on the next Dealing Day.

### **Suspension of Dealings**

The Manager may, with the prior agreement of the Trustee, and must without delay if the Trustee so requires temporarily suspend the issue, cancellation, sale and redemption of Units in the Fund where due to exceptional circumstances it is in the interests of all the Unitholders in the Fund.

The Manager and the Trustee must ensure that the suspension is only allowed to continue for as long as is justified having regard to the interests Unitholders the Manager will notify Unitholders as soon as is practicable after the commencement of the suspension, including details of the exceptional circumstances which have led to the suspension, in a clear, fair and not misleading way and giving Unitholders details of how to find further information about the suspension.

The Manager or the Trustee (as appropriate) will immediately inform the FCA of the suspension and the reasons for it and will follow this up as soon as practicable with written confirmation of the suspension and the reasons for it to the FCA and the regulator in each EEA state where the Fund is offered for sale.

Where such suspension takes place, the Manager will publish details on its website or other general means, sufficient details to keep Unitholders appropriately informed about the suspension, including, if known, its possible duration.

During the suspension none of the obligations in COLL 8.5.9 (Valuation, pricing and dealing) will apply but the Manager will comply with as much of COLL 8.5.9 during the period of suspension as is practicable in light of the suspension.

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

The Manager may agree during the suspension to deal in Units in which case all deals accepted during and outstanding prior to the suspension will be undertaken at a price calculated at the first Valuation Point after the restart of dealings in Units.

If the Company suspends the issue, cancellation, sale or redemption of all or any Class of its shares then the Manager intends that the Fund shall follow suit.

### **Governing Law**

All deals in Units are governed by English law.

### **Moving to the United States**

Please note that if you are an existing investor holding Units in the Fund, and you move address to the United States, the Company will be required to treat you as a U.S. Person as defined in the Glossary.

As the Fund has not been registered under the U.S. Investment Company Act of 1940, and the Units have not been registered under the U.S. Securities Act of 1933, the Manager will not be able to accept any subscriptions which you make (including transfers in and Fund switches), in order to comply with U.S. regulation. Any subscriptions made monthly via a direct debit, will also be terminated. However, existing Unitholders will, of course, still be able to continue to redeem their unitholdings at any time.

## **7. TITLE OF UNITS**

Each holder of a unit in the Fund is entitled to participate in the property of the Fund and any income thereof. A Unitholder's right in respect of the Fund as represented by his Units is that of a beneficial interest under the trust.

Title to Units will be evidenced in a register ("the Register"). The Register is maintained by the Administrator and is kept at its offices at SS&C House, St. Nicholas Lane, Basildon SS15 5FS. No certificates will be issued to unitholders. A Unitholder's contract note will be evidence of title to his Units, although the Register will ultimately be conclusive evidence.

## **8. DETERMINATION AND DISTRIBUTION OF INCOME**

Allocations of income are made in respect of any income available for allocation in the annual accounting period.

A distribution of income for income Units is paid on or before the income allocation dates of 31 January, 30 April, 31 July and 31 October.

Where income Units are issued, a facility for the reinvestment of income through the purchase of further income Units may be available, on which the initial charge (if applicable) is payable. At the Manager's discretion this charge may be discounted on such reinvestment.



For income Units, any income will be paid to Unitholders by direct credit. Unitholders must complete the direct credit section on the application form. In certain circumstances, income may be paid to Unitholders by cheque.

Where any income is to be paid by direct credit, payment will be made into the bank or building society account last notified by the Unitholder to the Manager. It will be deemed to be received on the income allocation date. The Manager will not be responsible if the payment is delayed except where as a result of the Manager's negligence. Where any income is to be paid out to a Unitholder by cheque, a cheque will be sent at the Unitholder's risk by first class post to the last address notified by the Unitholder to the Manager. It will be deemed to be received on the second day after posting and the Manager will not be responsible for any delay except as a result of the Manager's negligence. If the mailing goes astray or is intercepted the Manager reserves the right to fully investigate what has happened and will have no obligation to remit a second payment to the Unitholder until satisfied with the results of the investigation.

For accumulation Units issued, income will become part of the capital property and will be reflected in the price of each such accumulation Unit.

An annual allocation of income made in respect of the accounting period during which the Unit was issued shall be of the same amount as the allocation to be made in respect of other Units issued in respect of the Fund but shall include a capital sum ("income equalisation") representing the Manager's best estimate of the amount of income included in the price of that Unit. This may be either the actual amount of income included in the price of that Unit or an amount arrived at by taking the aggregate of the amounts of income included in this price in respect of all Units of that class bought or redeemed by Unitholders in the accounting period in question and dividing that aggregate amount by the number of such Units and applying to resultant average to each of the Units in question.

The Trust Deed permits grouping of units for equalisation purposes. Group 1 units are those purchased prior to the commencement of a particular accounting period and Group 2 units are those purchased during an accounting period.

All distributions unclaimed for a period of six years after having become due for payment shall be forfeited and shall revert to the Fund. The payment of any unclaimed distribution, interest or other sum payable by the Fund on or in respect of a Unit into a separate account shall not constitute the Manager a trustee thereof.

Any income available for distribution or accumulation is determined in accordance with the COLL. Broadly it comprises all sums deemed by the Fund, after consultation with the auditor, to be in the nature of income received or receivable for the account of the Fund and attributable to the Fund 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 Manager considers appropriate (after consulting the auditors in accordance with the COLL, in relation to taxation and other matters). There may be circumstances when the amount available for distribution is nil. In the event that the amount of income to be distributed or accumulated is less than 1% of the value of the Fund Property the Manager reserves the right to carry the income over to the next distribution or accumulation.

Income relating to the Fund is allocated as it accrues or is received in proportion to the Units of entitlement in the Fund Property.

## **9. CHARGES AND EXPENSES**

All fees or expenses payable by a Unitholder or out of the Fund Property are set out in this section.

### **Charges Payable to the Manager**

In payment for carrying out its duties and responsibilities the Manager is entitled to take an annual fee out of the Fund Property, calculated as a percentage of the relevant value of the property of each Unit of the Fund. The annual management charge is accrued on a daily basis by

reference to the value of the property of each Unit on the previous Dealing Day and is payable quarterly. The current management charge for the Fund (expressed as a percentage per annum of the value of a Fund's Property) is as follows.

Class A (Income & Accumulation Units)	1.5% per annum
Class E (Income & Accumulation Units)	1.00% per annum
Class G (Income & Accumulation Units)	0.675% per annum
Class I (Income & Accumulation Units)	0.75% per annum
Class U2 (Income and Accumulation Units)	0.60% per annum

The Manager is also entitled to all reasonable, properly documented, out of pocket expenses incurred in the performance of its duties.

Value added tax is payable on these charges or expenses where appropriate.

The current annual fee payable to the Manager will only be increased on giving 60 days' notice to Unitholders.

### **Expenses of the Manager**

The Fund will also pay to the Manager out of the Fund Property any expenses incurred by the Manager or its delegates of the kinds including those below under "Other payments out of the Fund Property", including legal and professional expenses of the Manager and its delegates in relation to the proper performance of the Manager's duties under the Manager Agreement, or related to documents amending the Manager Agreement.

### **General Administration Charge (GAC)**

The General Administration Charge reimburses the Manager for the following costs, charges, fees and expenses which it pays on behalf of the Fund:

- the fees and expenses payable in respect of the Fund Administration (including fund accounting costs) and to their respective delegates, unless otherwise specified in this Prospectus;
- fees and expenses in respect of establishing and maintaining the Register of Unitholders (and any sub-register(s)) and charges made by the Fund Administrator, Client Administrator, the Registrar, their respective delegates or any other entity relating to dealings in Units and related functions;
- any costs incurred in producing, distributing and dispatching income and other payments to Unitholders;
- any costs in respect of the preparation and calculation of the net asset value and prices of Units in the Fund and the publication and circulation thereof;
- fees of the FCA under the Financial Services and Markets Act 2000 and the corresponding periodic fees of any regulatory authority in a country or territory outside the country in which Units are or may lawfully be marketed;
- the fees, charges, expenses and disbursements of the auditors and any tax, legal and other professional service provider or adviser of the Fund including (for the avoidance of doubt) any legal costs arising from any unitholder action;

- any costs incurred in respect of any meeting of holders (including meetings convened on a requisition by holders and not including the Manager or an associate of the Manager);
- any costs incurred in producing and despatching dividend or other payments of the Fund;
- any costs incurred in modifying the Trust Deed, the Prospectus and the NURS Key Investor Information or any other relevant document required under the Regulations;
- costs incurred in taking out and maintaining an insurance policy in relation to the Fund;
- any costs incurred in the preparation, translation, production (including printing) and distribution of annual, half yearly or other reports, accounts, statements, contract notes and other like documentation, any prospectuses (or NURS Key Investor Information (apart from the costs of distributing any NURS Key Investor Information), or any other pre-contractual documentation required by law or regulation, or other relevant documents required under the Regulations), any trust deed and any costs incurred as a result of periodic updates of or changes to any prospectus or trust deed and any other administrative expenses;
- any amount payable by the Fund under any indemnity provisions contained in any agreement with any functionary of the Fund;
- any payments otherwise due by virtue of the COLL Sourcebook;
- all costs incurred in connection with communicating with investors;
- certain liabilities on amalgamation or reconstruction arising after transfer of property to the Fund in consideration for the issue of Units as more fully detailed in the FCA Rules;
- the fees and expenses of any paying agents, information agents or other entities which are required to be appointed by the Fund by any regulatory authority; and
- any VAT that is payable on these charges where appropriate.

The current GAC rates are as follows:

Class A (Income & Accumulation Units)	0.15%
Class E (Income & Accumulation Units)	0.15%
Class G (Income & Accumulation Units)	0.03%
Class I (Income & Accumulation Units)	0.07%
Class U2 (Income & Accumulation Units)	0.03%

The GAC is calculated as a percentage of the Fund Property and the amount each Unit in the Fund will pay will depend on that Unit's proportionate interest in the Fund Property. The GAC accrues on a daily basis and is payable to the Manager by the Fund monthly.

As the GAC is calculated as a single rate which is applicable to every UK authorised fund across the Manager's range, the GAC may be more or less than the charges and expenses that the Manager would be entitled to charge to a particular fund under the traditional charging method. It could be considered, therefore, that some UK authorised funds managed by the Manager will be "subsidising" its other UK authorised funds under the GAC method. However, the Manager believes that the GAC is more efficient and transparent than traditional charging methods, and that the degree of potential cross-subsidisation is small in relation to the gain in efficiency and transparency. In addition, the Manager is taking upon itself the risk that the market value of its funds will fall to the extent that the GAC will not fully recompense it for the charges and

expenses that the Manager would otherwise be entitled to charge to those funds, and the Manager is therefore affording a degree of protection in relation to costs to investors.

To ensure that the GAC is, over time, set at a level that is a fair reflection of the charges and expenses that the Manager would be entitled to charge across all of its UK authorised funds under the traditional charging method, periodically, and at least once a year, the Manager will review the operation and amount of the GAC.

The Manager is not accountable to Unitholders should the aggregate fees generated by the GAC in any period exceed the charges and expenses that the Manager would be entitled to charge across all of the Manager's funds under the traditional charging method.

### **Investment Adviser's Fee**

The Investment Adviser's fees and expenses, if any, (plus value added tax where applicable) for providing investment management and investment advisory services will be paid by the Manager out of its remuneration. Fees and expenses for investment management will be agreed from time to time between the Manager and the Investment Adviser.

### **Remuneration of the Trustee**

The Trustee is remunerated out of the property of the Fund in respect of its services, at an annual rate of £5,000.

The fee is accrued on a daily basis and is payable monthly.

In addition, the Trustee may make transaction charges and custody charges. These charges are of such amounts as may be agreed by the Manager and the Trustee. Transaction charges vary from country to country. The transaction charges for the countries quoted on the tariff at the date of this Prospectus currently range from £8.00 to £80. Custody charges vary according to geographic location and market value of the holdings (calculated in the same manner as for the Manager's periodic charge). The custody charges for the countries quoted on the tariff at the date of this Prospectus currently range from 0.0022% to 0.5%.

### **Expenses**

The Trustee is entitled to be reimbursed out of the property of the Fund in respect of:

- a) fees and expenses properly incurred in performing duties imposed on it either by FCA Rules, the Trust Deed or general law; or
- b) exercising powers conferred on it by COLL or the Trust Deeds or by general law together with any VAT payable. The relevant duties may include, without limitation:
  - delivery of stock to the Trustee or Custodian;
  - custody of assets;
  - establishment and maintenance of the Register (and any plan sub-register) and any related functions;
  - collection of income;
  - submission of tax returns;
  - handling tax claims;
  - preparation of the Trustee's annual report;
  - such other duties as the Trustee is required by law to perform.

In addition the Trustee may be paid the following expenses or disbursements (plus value added tax).

- i) All expenses of registration of assets in the name of the Trustee or its nominees or agents, of acquiring, holding, realising or otherwise dealing with any assets; of custody of documents; of insurance of documents and of collecting income or

- capital; of opening bank accounts, effecting currency transactions and transmitting money; relating to borrowings or other permitted transactions; of obtaining advice, including legal, accountancy or other advice, of conducting legal proceedings; of communicating with holders, the Manager, the Registrar or other persons in respect of the Fund, relating to any enquiry by the Trustee into the conduct of the Manager and any report to holders; or otherwise relating to the performance by the Trustee of its duties or the exercise by the Trustee of its powers; and
- ii) All charges of nominees or agents in connection with any of the matters referred to at (ii) above;
  - iii) Any expenses incurred in entering into stock lending transactions; and
  - iv) Any other costs, disbursements or expenses accepted under the laws of England and Wales from time to time as being properly chargeable by Trustees.

If any person, at the request of the Trustee in accordance with the COLL, provides services including but not limited to those of a custodian of property of the Fund, the expenses and disbursements hereby authorised to be paid to the Trustee out of the Fund Property shall extend to the remuneration of such persons as approved by the Trustee and the Manager.

### **Other payments out of the property of the Schemes**

In accordance with COLL Sourcebook and the Trust Deed, the following payments may lawfully be made out of the Fund Property:

- fees payable to brokers for the execution of trades (which, in the case of sub-investment advisers, may include an element for research where permitted by applicable law) and any other expenses incurred in acquiring and disposing of investments;
- interest on borrowings permitted under the FCA rules and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings;
- taxation and duties payable in respect of the Fund Property, the trust deed or in respect of the issue of units in the Fund, including stamp duties or other taxes or duties in relation to the transfer to the Fund of assets acquired in exchange for the issue of units;
- any value added or similar tax relating to any charge or expense set out above;
- expenses incurred in acquiring and disposing of investments;
- expenses incurred in acquiring and disposing of investments; and
- any VAT that is payable on these charges where appropriate.

## **10. VALUATION OF PROPERTY AND PRICING**

The Fund is dual priced. Valuations of property of the Fund for the purpose of the calculation of issue and cancellation and sale and redemption prices will be carried out in accordance with the rules for dual priced funds in COLL.

Details of how the property of the Fund is valued for these purposes are set out at Appendix F.

Valuations will be made every Dealing Day at 12 noon. The Manager may determine that any Dealing Day so defined shall not be a Dealing Day.

Such a determination would generally only be made in respect of a particular day if that day was a non-dealing day in the Company. The Manager may carry out additional valuations if they consider it desirable to do so or value the Fund Property at a time other than 12 noon. where there are circumstances which the Manager and the Trustee believe that this would be in the interests of Unitholders. An additional valuation may be made if the Manager believes that the value of the property has varied by 2% or more from that calculated at the previous valuation.

For the purposes of the Manager's Periodic Charge, the value of the property is the mid-market value, calculated by averaging the creation and liquidation basis valuations (i.e. excluding any initial charge).

Each valuation is made on an issue basis and on a cancellation basis. The prices used for these valuations are the last market bid and offer prices where available, otherwise the last trade single price.

### **Fair Value Pricing**

Where the Manager has reasonable grounds to believe that:

- (a) no reliable price for shares in the Company exists at a valuation; or
- (b) the most recent price available for shares in the Company does not reflect the Manager's best estimate of the value of the Company at the Valuation Point,

it can value an investment at a price which, in its opinion, reflects a fair and reasonable price for the investment (the fair value price).

The circumstances which may give rise to a fair value price being used include:

- (a) market movements above a pre-set trigger level in other correlated open markets;
- (b) war, natural disaster, terrorism;
- (c) government actions or political instability;
- (d) currency realignment or devaluation;
- (e) changes in interest rates;
- (f) corporate activity;
- (g) credit default or distress; or
- (h) litigation.

### **Price per Unit**

The Fund is dual-priced. The valuation on an issue basis is used to establish the Subscription Price of new Units for each Class and the valuation on a cancellation basis is used to establish the Redemption Price of Units in the Fund. The Manager may, at its discretion, sell Units to investors or redeem Units held by investors at any price within this price range.

The minimum price at which Units in each Class may be sold back to the Manager is arrived at by valuing the assets on the basis of the amount that the Fund would receive if the assets were sold (i.e. market prices less dealing costs and expenses) and dividing the result by the number of Units of the relevant Class in existence (taking account of accumulation Units). This minimum price is also known as "cancellation" price and is the lowest price that the Manager can set as the sale price.

The redemption price (or bid price) will not exceed the relevant offer price (buying) price.

The maximum price at which Units in each Class may be sold by the Manager is arrived at by valuing the assets of the Fund on the basis of the cost of acquiring those assets (i.e. market prices, dealing costs, stamp tax, etc), dividing this by the number of Units of the relevant Class in existence (taking account of accumulation Units) and adding on any Manager's initial charge. The Manager sets the redemption (bid) and buying (offer) prices within this permitted range.

The Manager will subscribe for Class F Net Accumulation Shares in the Company at the quoted offer price and will redeem Class F Net Accumulation Shares at their quoted bid price.

Investors should note that the costs of the Company dealing in real property are significantly higher than those normally associated with equities and bonds, and as such the spread on the Fund's portfolio is likely to be in the region of 5% in addition to any initial charge.

As there is more than one Class in issue in the Fund each allocation of income will be done by reference to the relevant Unitholder's proportionate interest in the income property of the Class in question calculated in accordance with the Trust Deed.

### **Pricing Basis**

The Manager deals on a forward pricing basis. A forward price is the price calculated at the next Valuation Point after the purchase or redemption is deemed to be accepted by the Manager.

### **Publication of Prices**

The most recent price of Units will be published daily at 9am on the Janus Henderson website at [www.janushenderson.com](http://www.janushenderson.com) on the business day following each valuation point or are available by calling the Manager on 0800 832 832.

The Manager does not accept responsibility for the accuracy of the prices published in or non-publication of prices by newspapers for reasons beyond the control of the Manager. If the Manager proposes to differ the means of publication of prices 60 days' notice will be given to Unitholders.

## **11. TAXATION OF THE FUND**

### **General**

The information below is a general guide based on current United Kingdom law and HM Revenue & Customs practice which are subject to change. It summarises the tax position of the Fund and of investors who are United Kingdom resident (except where indicated) and hold Units as investments. Prospective investors who are in any doubt about their tax position, or who may be subject to tax in a jurisdiction other than the United Kingdom, are recommended to take professional advice.

### **The Fund**

The Fund is exempt from United Kingdom tax on capital gains realised on the disposal of its investment in Company.

The Fund will be deemed to receive income as it holds accumulation shares in the Company. This will be streamed for tax purposes into up to three parts depending on the nature of the income generated by the Company:

- (a) property income distributions (representing property income received by the Company) will be received by the Fund gross and will be subject to corporation tax payable by the Fund, after the deduction of allowable expenses;
- (b) PAIF dividend distributions (representing any dividends received by the Company and certain other income) will be exempt from corporation tax; and

- (c) PAIF interest distributions (representing the net amount of all other income received by the Company) will be received by the Fund gross and will be subject to corporation tax, payable by the Fund, after the deduction of allowable expenses.

In order to pay income distributions on Income Units, the Fund will realise the appropriate value of shares in the Company. These disposals will be exempt from tax on any capital gain realised in the process.

The Fund will pay all distributable income as dividend distributions (or accumulate it within the Fund in the case of accumulation Units).

### **Stamp Duty (“SDRT”)**

Following the abolition of stamp duty reserve tax on management dealings in shares in authorised investment funds, there will generally be no charge to stamp duty reserve tax when Unitholders surrender or redeem their Units. However, where the redemption is satisfied by a non-pro rata in specie redemption, then a charge to stamp duty reserve tax may apply.

### **Unitholders in the Fund**

#### **(a) Income**

The Fund will pay any distributable income as a dividend distribution (which will be automatically reinvested in the Fund in the case of accumulation Units).

There is no longer a tax credit attached to dividends. The first £5,000 of annual dividends received (or deemed to be received) by UK resident individuals will not be subject to income tax. Above this level, the tax rates applying to dividends will be 7.5% for basic rate taxpayers, 32.5% for higher rate taxpayers and 38.1% for additional rate taxpayers.

Any United Kingdom resident corporate Unitholders who are not exempt from tax on income who receives dividend distributions may have to divide them into two (the division will be indicated on the tax voucher). Any part representing dividends received from a United Kingdom or non-United Kingdom company will be treated as dividend income and no further tax will generally be due on it. The remainder will be received as an annual payment after deduction of income tax at the basic rate, and corporate Unitholders may be liable to tax on the grossed up amount. The 20% income tax credit may be set against their corporation tax liability or part of it refunded, as appropriate. The proportion of the tax credit which can be repaid or offset will be provided on the tax voucher.

Non-United Kingdom resident Unitholders will generally not be charged to United Kingdom income tax on dividend distributions (unless they are carrying on a trade in the United Kingdom through a permanent establishment). With effect from 6 April 2019 Non-United Kingdom Unitholders may be subject to UK Capital Gains Tax when they switch or redeem their units. Generally Unitholders who are not resident in the United Kingdom should consult their own tax advisers concerning their tax liabilities on disposals, income distributions and accumulations, their entitlements to reclaim any part of the tax credit or tax withheld and the procedure for doing so.

*For all income allocations:* A tax voucher showing the amount of the income distributed or deemed to be distributed to the Unitholder and the notional tax credits will be sent to Unitholders at the time of a distribution.

*Income equalisation:* The first income allocation received by an investor after buying Units may include an amount of income equalisation. This is effectively a repayment of the income equalisation paid by the investor as part of the purchase price. It is a return



of capital, and is not taxable. Rather it should be deducted from the acquisition cost of the Units for capital gains tax purposes.

(b) **Capital gains**

Unitholders who are resident in the United Kingdom for tax purposes may, depending on their personal circumstances, be liable to capital gains tax or, if a corporate Unitholder, corporation tax on gains arising from the redemption, transfer or other disposal of Units (including from Switches, but not from Conversions). A relief from capital gains tax applies to exchanges of Units for shares done with the agreement of the Manager.

Part of any increase in value of accumulation Units represents the accumulation of income (including income equalisation but excluding tax credit). These amounts may be added to the acquisition cost when calculating the capital gain realised on their disposal.

Individual Unitholders will find further information in HM Revenue & Customs Help Sheets for the capital gains tax pages of their tax returns.

(i) **Reporting requirements**

In order to comply with the legislation implementing the United Kingdom's obligations under various intergovernmental agreements relating to the automatic exchange of information to improve international tax compliance (including the international common reporting standard and the U.S. provisions commonly known as FATCA), the Company (or its agent) will collect and report information about investors for this purpose, including information to verify their identity and tax status.

When requested to do so by the Company or its agent, investors must provide information to be passed on to HM Revenue & Customs, and, by them, to any relevant overseas tax authorities.

## 12. **INDIVIDUAL SAVINGS ACCOUNTS (“ISAs”)**

At the date of publication of the Prospectus the Fund satisfies the eligibility requirements to be a qualifying investment for a stocks and shares component of an ISA.

## 13. **MONEY LAUNDERING**

As a result of legislation in force in the United Kingdom to prevent money laundering, the Manager is responsible for compliance with anti money laundering regulations. In order to implement these procedures, in certain circumstances investors may be asked to provide proof of identity when buying or redeeming Units. Until satisfactory proof of identity is provided, the Manager reserves the right to refuse to issue Units, pay the proceeds of a redemption of Units, or pay income on Units to the Unitholder.

## 14. **UNITHOLDER MEETINGS AND VOTING RIGHTS**

### **Requisitions of Meetings**

The Manager or the Trustee may requisition a general meeting at any time.

Unitholders may also requisition a general meeting. A requisition by Unitholders must state the objects of the meeting, be dated, be signed by Unitholders who, at the date of the requisition, are registered as holding not less than one tenth in value of all Units then in issue and the requisition must be deposited with the Trustee. The Manager or the Trustee must convene a general meeting no later than eight weeks after receipt of such requisition.

### **Notice and Quorum**

Unitholders will receive at least fourteen days' notice of a general meeting and are entitled to be counted in the quorum and vote at such meeting either in person or by proxy. The quorum for a meeting is two Unitholders, present in person or by proxy. If at an adjourned meeting, a quorum

is not present after a reasonable time from the time for the meeting one Unitholder entitled to be counted in the quorum present in person at the meeting shall constitute a quorum. Notices of meetings and adjourned meetings will be sent to Unitholders at their registered addresses. In the case of joint named holders the notice will be sent to the first named holder.

### **Unitholders**

A meeting of Unitholders must have a Chairman nominated by the Trustee.

Unitholders for these purposes mean those Unitholders on the register at a reasonable period before the notice of the meeting is sent out.

### **Voting Rights**

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

A resolution put to the vote of a general meeting must 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 of the meeting or by not less than two unitholders or by the Trustee. A demand by a proxy is deemed to be a demand by the member appointing the proxy. The chairman must exercise his power to demand a poll if requested to do so by the Manager.

On a poll vote, a Unitholder may vote either in person or by proxy. The voting rights attaching to each Unit are such proportion of the voting rights attached to all the Units in issue that the price of the Unit bears to the aggregate price(s) of all the Units in issue at the date seven days before the notice of meeting is sent out. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and, if so directed by the meeting, shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

A Unitholder 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.

For joint Unitholders of a unit, only the vote of the first named in the register of Unitholders can be taken.

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

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

Where a resolution (including an extraordinary resolution) is required to conduct business at a meeting of Unitholders and every Unitholder is prohibited under COLL 4.4.8 R(4) from voting, it shall not be necessary to convene such a meeting and a resolution may, with the prior written agreement of the Trustee to the process, instead be passed with the written consent of the Unitholders representing 50% or more, or for an extraordinary resolution 75% or more of the Units in issue.

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

Where a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any Unitholder on the ground (however formulated) of mental disorder, the Manager may in its absolute discretion upon or subject to production of such evidence of the appointment as the Manager may require, permit such receiver or other person on behalf of such Unitholder to vote on a poll in person or by proxy at any meeting of Unitholders or class meeting or to exercise any

right other than the right to vote on a show of hands conferred by ownership of Units in relation to such a meeting.

No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote may be disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Manager may approve or in its absolute discretion accept (including as to how it may be signed or sealed). The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointer by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Manager) be lodged with the instrument appointing the proxy pursuant to the next following paragraph, failing which the instrument may be treated as invalid.

An instrument appointing a proxy must be left at or delivered to such place or one of such places (if any) as may be specified for the purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, to or at the Manager's head office) by the time which is forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used and , in default, may be treated as invalid. The instrument appointing a proxy shall, unless contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

A vote cast by proxy shall not be invalidated by the previous death or bankruptcy of the principal or by other transmission by operation of law of title to the Units concerned or by the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Manager at its head office by the time which is two hours before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

Any corporation which is a holder of Units in the Fund may by resolution of the directors or other governing body of such corporation and in respect of any Unit or Units in the Fund of which it is the holder authorise such individual as it thinks fit to act as its representative at any general meeting of the Unitholders or of any class meeting. The individual so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise in respect of such Unit or Units if it were the individual Unitholder in the Fund and such corporation shall for the purposes of the Trust Deed be deemed to be present in person at any such meeting if an individual so authorised is present.

## **15. WINDING-UP OF THE FUND**

### **Conditions**

The Trustee shall proceed to wind-up the Fund:

- if the order declaring the Fund to be an authorised unit trust scheme is revoked, or
- if the Manager or the Trustee requests the FCA to revoke the order declaring the Fund to be an authorised unit trust scheme and the FCA has agreed (provided no material change in any relevant factor occurs) that on the winding-up of the Fund, the FCA will accede to that request, or
- on the effective date of a duly approved scheme of arrangement which is to result in the Fund being left with no property.

### **Procedure**

If any of the events set out above occurs COLL 5 or COLL 6 (as appropriate) of the Regulations, concerning Pricing and Dealing and Investment and Borrowing Powers will cease to apply. The Trustee shall cease to issue and cancel Units except in respect of the final cancellation and the Manager will stop redeeming and selling Units.

In the case of a scheme of arrangement referred to above, the Trustee shall wind up the Fund in accordance with the approved scheme of arrangement.

In any other case, the Trustee shall, as soon as practicable after the Fund falls to be wound-up, realise the assets of the Fund and, after paying, or retaining adequate provision for, all liabilities properly payable and retaining provision for the costs of the winding-up, distribute the proceeds to the Unitholders and the Manager proportionately to the size of their holdings (upon production by them of such evidence, if any, as the Trustee may reasonably require as to their entitlement).

The Manager will notify unitholders of the proposal to wind up the Fund, or where this is not possible, notify the unitholders in writing as soon as practicable after winding up has commenced, of the commencement of the winding up.

Any unclaimed net proceeds or other cash (including unclaimed distribution payments) held by the Trustee after twelve months from the date the proceeds became payable, shall be paid by the Trustee into Court, although the Trustee will have the right to retain any expenses incurred in making that payment. On completion of the winding-up, the Trustee shall notify FCA in writing of that fact and the Trustee or the Manager shall request FCA to revoke the order of authorisation.

## **16. GENERAL INFORMATION**

### **Accounting Periods**

The annual accounting period of the Fund ends each year on 31 May (the accounting reference date). The interim accounting period ends each year on 30 November.

### **Recording of Telephone Calls and Electronic Communications**

Companies in the Janus Henderson group, or their associates, that investors communicate with about this investment may record telephone calls and other communications for training, quality and monitoring purposes and to meet regulatory record keeping obligations. A copy of the recording of such conversations with the client and communications with the client will be available on request.

### **Annual Reports**

Subject to the Regulations, an annual and interim report and accounts will be prepared in respect of the Fund each year. The annual long report will be made available and published up to four months after the annual accounting date of the Fund and an interim long report will be made available and published up to two months following the interim accounting date of the Fund.

### **Documents of the Fund and the PAIF**

The following documents may be inspected free of charge during normal business hours on any business day at the offices of the Manager at 201 Bishopsgate, London EC2M 3AE:

- (a) the most recent long annual and interim reports of the Fund and the PAIF;
- (b) the most recent version of the Prospectus and the prospectus of the PAIF;
- (c) the Trust Deed (as amended);
- (d) the instrument of incorporation of the PAIF; and
- (c) the material contracts referred to below.

Unitholders may obtain copies of the above documents from the Manager. The Manager may make a charge at its discretion for copies of documents. Copies of the most recent long annual

and half yearly reports of the Fund and the most recent version of the Prospectus will be supplied to any person on request free of charge.

### **Risk management**

The Manager will provide upon the request of a Unitholder further information relating to:

- (a) the quantitative limits applying in the risk management of any Fund;
- (b) the methods used in relation to (a) above; and
- (c) any recent development of the risk and yields of the main categories of investment.

### **Best Execution**

The Manager is required to ensure Unitholders' best interests are served when placing dealing instructions with securities dealings firms. The Manager monitors the quality of the execution arrangements they maintain with the brokers they use and promptly make any changes where they identify a need to do so. Further details relating to the Manager's internal policy are available by contacting the Manager.

### **Payment for Investment Research and Commission Sharing**

The Investment Adviser, and where relevant any sub-Investment Adviser, may use research, both internally and externally sourced, to inform their decision making.

The Investment Adviser pays for research it uses from its own resources. Any Sub-investment Adviser based outside the EU may receive research (and other services permitted by local regulation) from investment brokers who are paid for that research (or services) from the commission the Fund(s) pay for transactions.

### **Notices**

Any notices required to be served on Unitholders or any documents required to be sent out to Unitholders will be sent by post to the address noted on the Register, or in the case of joint Unitholders to the address of the first named Unitholder.

### **Complaints**

Complaints concerning the operation or marketing of the Company may be referred to the Complaints Officer of the ACD at 201 Bishopsgate, London EC2M 3AE or if you subsequently wish to take your complaint further, direct to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR.

### **Professional Liability Risks**

The Manager covers potential professional liability risks arising from its activities as the Fund's AIFM through additional own funds which are appropriate to cover any such potential liability.

### **Additional periodic disclosures**

Further details relating to the Funds' liquidity management policy and any special arrangements in place for less liquid assets, risk profile and risk management systems will be included in the annual report and accounts of the Fund.

### **Genuine diversity of ownership**

Units in the Fund are and will continue to be widely available. Different Classes of Units are issued to different types of investor. Units in the Fund are and will continue to be marketed and made available sufficiently widely to reach the intended categories of investors for each Class of Unit and in a manner appropriate to attract those categories of investor.

### **Interest**

The Manager does not pay interest on any client money it may hold.

### **Unclaimed cash or assets**

Any cash (except unclaimed distributions which will be returned to the relevant Fund) or assets due to Unitholders which are unclaimed for a period of six years (for cash) or twelve years (for assets) will cease to be client money or client assets and may be paid to a registered charity of the Manager's choice. The Manager will take reasonable steps to contact Unitholders regarding unclaimed cash or assets in accordance with the requirements set out in the FCA Handbook before it makes any such payment to charity. Payment of any unclaimed balance to charity will not prevent Unitholders from claiming the money or assets in the future.

If the client money or client assets (except for unclaimed distributions) are equal to or below a de minimis amount set by the FCA (£25 or less for retail Unitholders and £100 or less for professional Unitholders) the steps the Manager must take to trace the relevant Unitholders before paying the money or assets to charity are less but the Manager will still make efforts to contact you.

## **17. RISK WARNINGS – THE FUND**

Potential investors should consider the following risk factors before investing in the Fund.

The sole investment of the Fund is shares in the Company. If the value of its investment in Company declines, or is otherwise adversely affected, this will have an adverse affect on the value of the Fund.

There can be no assurance that any appreciation in the value of Units will occur. The value of investments and the income derived from them may fall as well as rise and investors may not recoup the original amount they invest in the Fund. There is no certainty that the investment objective of the Fund or the Company will actually be achieved and no warranty or representation is given to this effect. The Units should be viewed as medium to long term investments and should therefore only be considered as an investment for five years or longer. Past performance is not a guide to future performance. If investors have any doubts about the suitability of the Fund they should contact a financial adviser.

### **Effect of Initial Charge or Redemption Charge**

Where an initial charge or redemption charge is imposed, an investor who realises his Units after a short period may not (even in the absence of a fall in the value of the relevant investments) realise the amount originally invested.

In particular, where a redemption charge is payable, investors should note that the percentage rate at which the redemption charge is calculated is based on the market value rather than the initial value of the Units. If the market value of the Units has increased the redemption charge will show a corresponding increase.

### **Risk to capital growth**

All or part of the Manager's fee will, and other fees and expenses of the Fund, may be charged against capital instead of against income (see Appendix for more information). In order to generate the cash required to meet those fees and expenses, the Manager will to the extent required, sell an appropriate number of Class F Net Accumulation Shares in the Company. The Fund will charge such fees and expenses to capital in order to manage the level of income paid and/or available to Unitholders. This may result in capital erosion or may constrain capital growth.

### **Suspension of Dealings in Units**

Investors should be aware that in certain circumstances their right to sell Units may be suspended where the Trustee is of the opinion that due to exceptional circumstances there is good and sufficient reason in the interests of all the Unitholders in the Fund. One such circumstance, due to the specialist nature of property investments, is that in the opinion of the Trustee, there is insufficient uninvested cash or assets which are readily realisable to meet investor demand or likely demand for the sale of Units.

## **Income and annual management charge**

The level of income payments may not be constant and may fluctuate.

## **Charges to capital**

As the investment objective of the Fund is to treat the generation of income as a higher priority than capital growth, all of the Manager's fee and some other expenses may be charged against capital instead of against income. This treatment of the Manager's fee and other expenses will increase the amount of income available for distribution to Unitholders in the Fund concerned (which may be taxable) but may constrain capital growth.

## **Cancellation Rights**

Where cancellation rights are applicable, if an investor chooses to exercise their cancellation rights and the value of their investment falls before notice of cancellation is received by the Manager in writing, a full refund of the original investment may not be provided but rather the original amount less the fall in value.

## **Inflation Risk**

Inflation may affect the real value of Unitholders' savings and investments, which may reduce the buying power of the money they have saved and their investments.

## **Currency exchange rates**

Currency fluctuations may adversely affect the value of the Fund's investments and, depending on an investor's currency of reference, currency fluctuations may adversely affect the value of his investment in Units.

## **18. RISK WARNINGS – THE COMPANY**

### **PAIF Status of the Company**

If the Company (into which the Fund invests) should breach any of the statutory conditions required for PAIF status, then depending on the nature of the breach and the number of breaches that have occurred, this may result in a corporation tax liability arising or HM Revenue & Customs terminating its PAIF status.

### **General Real Property Risks**

Real property values are affected by a number of factors, change in general climate, local conditions, the physical characteristics of the building (apart from normal wear and tear, advances in technology or requirements of tenants may render a building less attractive over time), property management, competition on rental rates, length of the lease(s) (if a building is let to a good quality tenant for a long period of time then the value of the property will reflect this even if general economic conditions are more volatile, attractiveness and location of the properties (the attractiveness of a particular location may change over time), financial condition of tenants (the value of a building is a function of its rental income and therefore the creditworthiness of the underlying tenants, which may deteriorate over time. In the event of default by an occupational tenant, there will be rental shortfall and additional costs, including legal expenses are likely to be incurred in maintaining, insuring and re-letting the property), buyers and sellers of properties, quality of maintenance, insurance and management services and changes in operation costs.

### **Property Valuation**

The value of a property is generally a matter of a valuer's opinion rather than fact and may go down as well as up. There is also a risk that the price at which an asset is valued may not be

realisable in the event of sale. This could be due to a mis-estimation of the asset's value or due to lack of liquidity in the relevant market.

The simplest yardstick of property valuation is initial yield, which is current annual rent divided by the value of the property, including purchase costs. Property yields will fluctuate through time and may reflect the general economic cycle. Past performance is no indicator of future performance.

At any time, the market value of a property will, broadly, reflect market expectations for rental growth. If an investment is made in the expectation that a certain level of rental growth will be achieved and that growth fails to materialise, then the returns from holding that property are likely to be lower than anticipated. Rental growth is affected by many things: general economic conditions, local trading conditions, relative scarcity of alternative space and so on.

If, in exceptional circumstances, significant redemptions are requested, the Manager may be forced to sell properties which could result in properties being sold for less than expected which would reduce the value of Units.

### **Illiquidity of Property Investment**

All property investments are relatively illiquid compared to bonds and equities. Liquidity is a function both of the time to effect a sale and the extent to which it is possible to trade at the market price. Property is slow to transact in normal market conditions and hence is illiquid. In poor market conditions it will take even longer to find a buyer to pay an acceptable price.

### **Insurance**

Whilst the Depositary has taken out insurance in respect of the property which forms the portfolio of the Company, there is no guarantee that the insurance will be payable in any given circumstance in full or at all and the relevant insurance policies contain a number of exclusions from liability in any event. Where the insurance policies are not available to meet any liability in full or in part, the Fund Property will be used to meet the outstanding liability.

### **Changes in laws and regulation**

The performance of the Company and the returns to the Fund and in turn Unitholders may be adversely affected by changes in laws and regulations relating to land use, planning restrictions and environmental safety and protections.

### **SDLT savings schemes**

The Company may acquire underlying property where stamp duty or stamp duty land tax saving schemes have previously been adopted or the Company itself has adopted. There can be no certainty that stamp duty or stamp duty land tax will not subsequently become payable, which could result in the imposition of penalties. This will affect the return to Unitholders in the Fund.

### **Economic and political**

The performance of the Fund may be adversely affected by the impact of general economic conditions, by conditions in the property market, changes in occupancy practices or by the particular financial condition of parties doing business with the Company.

The returns that are likely to be achieved on an investment in the Company, which has its assets predominantly based in the UK, are likely to be materially affected by the political and economic climate in the UK. In particular, changes in rates of inflation may affect the Fund's income and capital value or the value of an investment. Changes in landlord/tenant, planning, trust or other law in the UK could also materially affect the investment returns.



## **Development risks**

The Company may invest in property developments. To the extent that the Company does so, it will be subject to the risks normally associated with property development. These risks include, without limitation, risks relating to the availability and timely receipt of planning and other regulatory approvals, the cost and timely completion of construction (including risks beyond the control of the Company or the Fund, such as weather or labour conditions or material shortages), general market and letting risk, and the availability of both construction and permanent financing on favourable terms. These risks could result in substantial unanticipated delays or expenses and, under certain circumstances, could prevent completion of development activities once undertaken, any of which could have an adverse effect on the financial condition and results of operations of the Company, the Fund and on the amount of income available for distribution to the Unitholders in the Fund.

## **Environmental risks – contamination**

If the Company invests in property that is subsequently found to have an environmental contamination issue, there is a risk that the value and saleability of the property may be impaired which will affect returns to the Fund and its Unitholders. The Company should ensure that a contamination report from a properly insured provider is obtained prior to investment.

## **Environmental risks - flooding**

Where the Company invests in property that is subsequently found to be at significant risk of flooding, there is a risk that the value and saleability of the property may be impaired which could affect returns to the Fund and its Unitholders. The Company is to ensure that a report on potential flood risk will be obtained from a properly insured provider prior to investment and where such a risk exists investment will be avoided.

## **Residential property**

Residential property values are affected by factors such as the level of interest rates, economic growth, fluctuations in property yields and tenant default. Certain significant expenses on a property, such as operating expenses, must be met by the owner (i.e. the Company) even if a property is vacant. These factors may affect returns to the Fund and its Unitholders.

## **Derivatives**

Where derivatives transactions are used in the Company solely for the purposes of efficient portfolio management they are not intended to increase the risk profile of the Company. Derivatives may also be used from time to time for hedging or for the purpose of meeting the Company's investment objective. This use is not likely to increase the risk profile of the Company. Although it is not intended to use derivatives extensively, if they are so used this may lead to greater volatility in the Share prices of the Company.

## **Efficient Portfolio Management**

Efficient portfolio management is used by the Company to reduce risk and/or costs in the Company and to produce additional capital or income in the Company. The Company may use derivatives (including options, futures, forward transactions and contracts for difference), borrowing, cash holding and Stock Lending for efficient portfolio management. It is not intended that using derivatives for efficient portfolio management will increase the volatility of the Company and indeed EPM is intended to reduce volatility. In adverse situations, however, the Company's use of derivatives may become ineffective in hedging or EPM and the Company may suffer significant loss as a result.

The Company's ability to use EPM strategies may be limited by market conditions, regulatory limits and tax considerations. Any income or capital generated by efficient portfolio management techniques will be paid to the Company.

The Investment Adviser may use one or more separate counterparties to undertake transactions on behalf of the Company. The Company may be required to pledge or transfer collateral paid from within the assets of the Company to secure such contracts entered into for efficient portfolio management including in relation to derivatives (including options, futures, forward transactions and contracts for difference) and Stock Lending. There may be a risk that a counterparty will wholly or partially fail to honour their contractual arrangements under the arrangement with regards the return of collateral and any other payments due to the Company.

Counterparties will be entities with legal personality, typically located in OECD jurisdictions and generally limited to the major financial institutions in leading economies. They will be subject to ongoing supervision by a public authority and be financially sound. A counterparty may be an associate of the Manager or the Investment Adviser which may give rise to a conflict of interest. For further details on the Manager's conflicts of interest policy please contact the Manager.

## APPENDIX A

### DETAILS OF THE COMPANY

<b>Name:</b>	<b>Janus Henderson UK Property PAIF</b>
<b>Type of Fund:</b>	NURS
<b>Launch date:</b>	29 August 2014 (Elected into the PAIF regime 28 May 2016)
<b>First Dealing Day:</b>	1 September 2014
<b>Investment Objective:</b>	<p>It is intended that the Company be a PAIF at all times and so its investment objective is to carry on Property Investment Business and to manage cash raised from investors for investment in the Property Investment Business as further described below. HM Revenue &amp; Customs has confirmed to the ACD that the Company meets the requirements to qualify as a PAIF under regulation 690 of the Tax Regulations.</p> <p>The objective of the Company is to achieve a high income together with some growth of both income and capital.</p>
<b>Policy:</b>	<p>The Company aims to invest at least 60% of its assets in commercial property and property related securities. It may also invest in residential property and, subject to the Tax Regulations, in non property-related securities, units/shares in collective investment schemes, money market instruments, deposits, derivatives and forward foreign exchange contracts.</p> <p>Investments in these assets may include exchange traded funds, real estate investment trusts, unregulated collective investment schemes (which may include unauthorised property unit trusts and limited partnerships).</p> <p>Whilst the Company aims to invest primarily in the UK, it may also invest overseas.</p> <p>Derivative instruments and forward foreign exchange contracts may be used for the purposes of efficient portfolio management and currency hedging. As the market in property derivatives develops, derivatives may be used outside of efficient portfolio management to meet the Company's investment objective.</p> <p>As a result of the Company's investment policy it may mean at times that it is not appropriate to be fully invested but instead to hold cash or near cash. This will only occur when it is necessary to enable redemption of units, efficient management in accordance with the investment objective of the Company or for a purpose ancillary to the investment objective of the Company.</p>
<b>Annual accounting date:</b>	31 May
<b>Interim accounting date:</b>	31 August, 30 November and the last day of February
<b>Annual income allocation date:</b>	31 July
<b>Interim income</b>	31 October, 31 January and 30 April

**allocation dates:**

**Valuation Point:** 12 noon on every 'Dealing Day' as defined in the prospectus of the Company and set out below

**Cut-off point:** 12 noon on every 'Dealing Day' as defined in the prospectus of the Company and set out below

**Dealing Day:** Monday to Friday (except for (unless the ACD otherwise decides) the last working day before Christmas, bank holidays in England and Wales and any other days declared by the ACD to be a non-Dealing Day) and other days at the ACD's discretion.

**Class F Shares:  
available only to the  
Feeder Fund**

**Classes of Shares:** **Class F Shares**

**Type of Shares Available:** Net Accumulation

**Limited Issue Shares:** No

**Currency of denomination:** Pounds Sterling

**Initial charge:** 0%

**Redemption charge:** 0%

**Annual Management Charge:** 0.00%

**General Administration Charge:** 0.02%

**Minimum initial investment:** N/A

**Minimum subsequent investment:** N/A

**Minimum regular investment:** N/A

**Minimum holding:** N/A

**Minimum redemption:** N/A

**Regular Savings Plan:** N/A

## INVESTMENT POWERS AND LIMITS OF THE COMPANY

### A Investment in Immovable Property

“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 or units in non-UK REITs).

The Company may invest up to 100% in value of the Scheme Property in eligible immovables, but will typically invest no more than 90% of the value of the Scheme Property in immovables. Immovables invested in will be mainly commercial property, and only occasionally residential property.

Not more than 15% in value of the Scheme Property may consist of any one immovable. The figure of 15% may be increased to 25% once the immovable has been included in the Scheme Property.

The income receivable from any one group of companies in any accounting period must not be attributable to immovables comprising more than 25% of the value of the Scheme Property or, in the case of a government or public body more than 35% of the value of the Scheme Property.

Not more than 20% in value of the property of the Company may consist of mortgaged immovables and the maximum mortgage on any one property must not exceed 100% of the value in the appropriate valuer’s report (an immovable may be mortgaged up to 100% of such value provided that no more than 20% of the value of the property of the Company consists of such immovables and any transferable securities which are not approved securities).

Not more than 50% in value of the property of the Company is to consist of immovables which are unoccupied and non-income producing or in the course of substantial development, redevelopment or refurbishment.

The ACD will not grant options to third parties to buy any immovables comprised in the property of the Company unless the value of the relevant immovable does not exceed 20% of the value of the property of the Company together with, where appropriate, the value of investments in unregulated collective investment schemes (as that term is defined in the Glossary to the FCA Handbook) and any transferable securities which are not approved securities (as that term is defined in the Glossary to the FCA Handbook).

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

*Eligible Immovables*

Any investment in land or a building held within the property of the Company must be situated in the following territories:

Australia	Finland	Latvia	Romania
Austria	France	Liechtenstein	Slovakia
Belgium	Germany	Lithuania	Slovenia
Bulgaria	Greece	Luxembourg	Spain
Canada	Hungary	Malta	Sweden
Channel Islands	Iceland	Netherlands	Switzerland
Cyprus	Ireland	New Zealand	United Kingdom
Czech Republic	Isle of Man	Norway	USA
Denmark	Italy	Poland	
Estonia	Japan	Portugal	

If situated in England and Wales or Northern Ireland, the immovable must be a freehold or leasehold interest and if situated in Scotland, the immovable must comprise an interest or estate in or over land or comprise a heritable right including a long lease, or if situated elsewhere, be equivalent to any of the interests mentioned in this paragraph.

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

The ACD must have received a report from an appropriate valuer which contains a valuation of the immovable (with and without any relevant subsisting mortgage) and which states that in the appropriate valuer's opinion the immovable would, if acquired by the Company, be capable of being disposed of reasonably quickly at that valuer's valuation;

or

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

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

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

An appropriate valuer must be a person who has knowledge of and experience in the valuation of immovables of the relevant kind in the relevant area. In addition, an appropriate valuer must be qualified to be a standing independent valuer or be considered by the Company's standing independent valuer to hold an equivalent qualification. An appropriate valuer must also be independent of the ACD and the Depositary and must not have engaged himself or any of his associates in relation to the finding of the immovable for the Company or the finding of the

Company for the immovable. Additional information on the Standing Independent Valuer of the Company is provided in Section 2 of this Prospectus.

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

## **B General**

1. The Company can hold up to 100% of the Scheme Property in transferable securities. The emphasis will be on property related securities. Typically the Company will not hold more than 30% of the Scheme Property in property company related securities. Subject to Section B 2 below, transferable securities and money-market instruments held within the Company must be:
  - (a) admitted to or dealt in on a regulated market (as that term is defined in the Glossary to the FCA Handbook); or
  - (b) dealt in on a market in an EEA State which is regulated, operates regularly and is open to the public; or
  - (c) admitted to or dealt in on an eligible market which has been designated an eligible market by the ACD in consultation with the Depositary (see "M. Eligible Markets" below); or
  - (d) a money-market instrument as described in "H: Money Market Instruments" below.
2. Not more than 20% in value of the Scheme Property may consist of transferable securities, which are not approved securities (as that term is defined in the Glossary to the FCA Handbook) or of money market instruments which do not fall within "H: Money Market Instruments" below and unregulated collective investment schemes.

## **C With the exception of Government and Public Securities**

1. Not more than 20% in value of the Scheme Property is to consist of deposits with a single body.
2. Companies included in the same group for the purposes of consolidated accounts as defined in accordance with the Seventh Council Directive 83/349/EEC of 13 June 1983 based on Article 54(3) of the Treaty on Consolidated Accounts or, in the same group in accordance with international accounting standards, are regarded as a single body.
3. Not more than 10% in value of the Scheme Property is to consist of transferable securities (or certificates representing such securities) or money market instruments issued by any single body (as referred to above).
4. Subject to E below, not more than 35% in value of the Scheme Property is to consist of units in any one collective investment scheme.
5. The exposure to any counterparty in an OTC derivative transaction must not exceed 10% in value of the Scheme Property.
6. For the purpose of calculating the limit in (5), the exposure in respect of an OTC derivative may be reduced to the extent that collateral is held in respect of it if the collateral meets each of the conditions specified in COLL 5.6.7 R(8). The OTC derivative positions with the same counterparty may be netted provided that the netting procedures comply with COLL 5.6.7 R(9). All derivative transactions are deemed to be free of counterparty risk if they are performed on an exchange where the clearing house meets the conditions set out in COLL 5.6.7 R(10).

## **D Government and public securities (“GAPS”)**

1. Where no more than 35% in value of the Scheme Property is invested in government and public securities issued by any one body, there is no limit on the amount which may be invested in such securities or in any one issue.
2. In relation to the limits relating to GAPS:
  - (a) issue, issued and issuer include guarantee, guaranteed and guarantor; and
  - (b) an issue differs from another if there is a difference as to repayment date, rate of interest, guarantor or other material terms of the issue.
3. The Company may invest more than 35% of the value of the Scheme Property in such securities issued by any one body if i) the Depositary agrees that the investment is appropriate for the Company; ii) no more than 30% of the Scheme Property is invested in any one issue; and iii) the Scheme Property consists of such securities issued by that or another issuer, of at least six different issues.

The Company may invest more than 35% of its assets in government and public securities issued by Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland or United Kingdom.

## **E Collective investment schemes**

- (1) The Company can invest up to 15% of the value of the Scheme Property in units in other collective investment schemes.
- (2) The Company must not invest in units in a collective investment scheme (“second fund”) unless the second fund satisfies all of the following conditions;
- (3) the second fund must:
  - (a) satisfy the conditions necessary for it to enjoy the rights conferred by the UCITS Directive (as defined in the FCA Rules); or
  - (b) is a non-UCITS retail scheme (as defined in the FCA Rules); or
  - (c) is a recognised scheme (as defined in the FCA Rules); or
  - (d) is constituted outside the United Kingdom 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 15% in value of the Scheme Property is invested;
- (4) the second fund operates on the principle of the prudent spread of risk; and
- (5) the second fund is prohibited from having more than 15% in value of the property of that fund consisting of units in collective investment schemes; and
- (6) the participants in the second fund must be entitled to have their units redeemed in accordance with the fund at a price:
  - (a) related to the net value of the property to which the units relate; and



- (b) determined in accordance with the fund.
- (7) where the second fund is an umbrella, the provisions in (4) to (6) apply to each sub-fund as if it were a separate fund.

## **F Investment in other group funds**

Shares in a collective investment scheme managed or operated by (or, if it is an OEIC, has as its Authorised Corporate Director) the ACD or an associate of the ACD, may be invested in by the Company provided the provisions of the FCA Rules on investing in other group schemes are complied with i.e. there is no double charging of the charge on issue or redemption.

## **G Investment in warrants and nil and partly paid securities**

The Company can invest up to 5% in warrants.

A warrant ("the proposed warrant") only constitutes an eligible investment on the assumption that the exposure created by the exercise of the right conferred by the proposed warrant could be exercised by the Company without contravening the rules in COLL for non UCITS retail schemes relating to spread.

A transferable security on which any sum is unpaid only constitutes an eligible investment if it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the Company, at the time when payment is required, without contravening the rules in COLL for non UCITS retail schemes.

## **H Cash, money market instruments and deposits**

### **Cash**

Cash and near cash may only be held where it may reasonably be regarded as necessary to enable the pursuit of the Company's investment objective, the redemption of Shares, the efficient management of the Company or other purposes which may reasonably be regarded as ancillary to the investment objective of the Company.

### **Money Market Instruments**

The Company may invest in money-market instruments which are within the provisions set out under "A. General" above and subject to the 20% limit referred to in "A. General" above, which are normally dealt in on the money market, are liquid and whose value can be accurately determined at any time.

### **Deposits**

The Company may invest in deposits only if it is:

- (a) with an Approved Bank; and
- (b) it is repayable on demand, or has the right to be withdrawn; and
- (c) matures in no more than 12 months.

## **I Derivatives**

The Company may invest in derivatives and forward foreign exchange contracts as long as the exposure to which the Company is committed by that transaction itself is suitably covered from within its Scheme Property. Exposure will include any initial outlay in respect of that transaction. As the market in property derivatives develops, the ACD may use derivatives for the purposes of achieving the investment objective of the Company. The

ACD currently only intends to use derivatives for the purposes of efficient portfolio management. Whilst it is not likely to increase the risk profile of the Company, the use of derivatives to meet the investment objective may affect the volatility of the Company. Please refer to the Risk Warnings at section 21 of this Prospectus.

Cover ensures that the Company is not exposed to the risk of loss of property, including money, to an extent greater than the net value of the Scheme Property. Therefore, the Company must hold Scheme Property sufficient in value or amount to match the exposure arising from a derivative obligation to which the Company is committed. The section "Cover for transactions in derivatives and forward foreign exchange contracts" sets out detailed requirements for cover of the Company.

A future is to be regarded as an obligation to which the Company is committed (in that, unless closed out, the future will require something to be delivered, or accepted and paid for); a written option as an obligation to which the Company is committed (in that it gives the right of potential exercise to another thereby creating exposure); and a bought option as a right (in that the purchaser can, but need not, exercise the right to require the writer to deliver and accept and pay for something).

Cover used in respect of one transaction in derivatives or forward foreign exchange contract must not be used for cover in respect of another transaction in derivatives or a forward foreign exchange contract.

### **Cover for transactions in derivatives and forward foreign exchange contracts**

A transaction in derivatives or forward foreign exchange contracts is to be entered into only if the maximum exposure, in terms of the principal or notional principal created by the transaction to which the Company is or may be committed by another person is covered globally. Exposure is covered globally if adequate cover from within the Scheme Property is available to meet the Company's total exposure, taking into account the value of the underlying assets, any reasonably foreseeable market movement, counterparty risk, and the time available to liquidate any positions. Cash not yet received into the Scheme Property but due to be received within one month is available as cover. Property the subject of a stock lending transaction is only available for cover if the ACD has taken reasonable care to determine that it is obtainable (by return or re-acquisition) in time to meet the obligation for which cover is required. The global exposure relating to derivatives held in the Company may not exceed the net value of the Scheme Property.

#### **1. Derivatives: general**

A transaction in derivatives or a forward foreign exchange contract must not be effected for the Company unless the transaction is of a kind specified in paragraph 2 below (Permitted transactions (derivatives and forward foreign exchange contracts)); and the transaction is covered, (cover for transactions in derivatives and forward foreign exchange contracts).

Where the Company invests in derivatives, the exposure to the underlying assets must not exceed the limits in paragraph C and D except for index based derivatives where the rules below apply.

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

Where a scheme invests in an index based derivative, provided the relevant index falls within paragraph COLL 5.6.23R (schemes replicating an index) the underlying constituents of the index do not have to be taken into account for the purposes of paragraph C and D. The relaxation is subject to the ACD continuing to ensure that the property provides a prudent spread of risk.

**The ACD currently only intends to use derivatives for the purposes of Efficient Portfolio Management.**

## **Efficient Portfolio Management (EPM)**

The Company may use its property to enter into transactions for the purposes of EPM. Permitted EPM transactions (excluding Stock Lending arrangements) are transactions in derivatives (including options, futures, forward transactions and contracts for difference) dealt in or traded on an eligible derivatives market; off-exchange options or contracts for difference resembling options; or synthetic futures in certain circumstances. Eligible derivatives markets are those which the Manager, after consultation with the Depositary, has decided are appropriate for the purpose of investment of or dealing in the property with regard to the relevant criteria set out in the COLL Sourcebook and the formal guidance on eligible markets issued by the FCA as amended from time to time. The eligible derivatives markets for the Funds are set out in Appendix II.

The addition of new eligible derivatives markets or new securities markets will be in accordance with COLL.

Any forward transactions must be with an approved counterparty (Eligible Institutions, money market institutions etc).

There is no limit on the amount of the property which may be used for EPM but the transactions must satisfy three broadly based requirements:

- (1) A transaction must be reasonably believed by the Manager to be economically appropriate to the efficient portfolio management of the Company. This means that, for transactions undertaken to reduce risk or cost (or both), the transaction alone or in combination will diminish a risk or cost of a kind or level which it is sensible to reduce.

EPM must not include speculative transactions.

- (2) The purpose of an EPM transaction for the Company must be to achieve one of the following in respect of the Company:

- (a) Reduction of risk. This allows for the use of the technique of cross-currency hedging in order to switch all or part of the property away from a currency the Manager considers unduly prone to risk, to another currency. This aim also permits the use of tactical asset allocation.
- (b) Reduction of cost. The aims of reduction of risk or cost, together or separately, allow the Manager on a temporary basis to use the technique of tactical asset allocation. Tactical asset allocation permits the Manager to undertake a switch in exposure by use of derivatives, rather than through the sale and purchase of the property. If a transaction for the Company relates to the acquisition or potential acquisition of transferable securities, the Manager must intend that the Company should invest in transferable securities within a reasonable time and the Manager must thereafter ensure that, unless the position has itself been closed out, that intention is realised within that reasonable time.

- (c) The generation of additional capital or income for the Company (so called "enhancement strategies") with no, or an acceptably low level of, risk. There is an acceptably low level of risk in any case where the Manager reasonably believes that the Company is certain (or certain barring events which are not reasonably foreseeable) to derive a benefit. The generation of additional capital or income may arise out of taking advantage of price imperfections or from the receipt of a premium for writing covered call or covered put options (even if the benefit is obtained at the expense of the chance of yet greater benefit) or pursuant to Stock Lending arrangements as permitted by the COLL Sourcebook (see below).

The relevant purpose must relate to property (whether precisely identified or not) which is to be or is proposed to be acquired for the Company or anticipated cash receipts of the Company, if due to be received at some time and likely to be received within one month.

- (3) Each EPM transaction must be fully covered "globally" (i.e. after providing cover for existing EPM transactions there is adequate cover for another transaction within the property, so there can be no gearing). Property and cash can be used only once for cover and, generally, property is not available for cover if it is the subject of a Stock Lending arrangement. The lending transaction in a back to back currency borrowing transaction does not require cover.

## **2. Permitted transactions (derivatives and forward foreign exchange contracts)**

A transaction in a derivative must be in an approved derivative; or be one which complies with paragraph 5 (OTC transactions in derivatives).

A transaction in a derivative must have the underlying assets consisting of any or all of the following to which the scheme is dedicated: transferable securities, money market instruments permitted under paragraph H (Money Market Instruments) or COLL 5.2.18R, deposits permitted under COLL 5.2.26R, permitted derivatives (including options, futures, forward transactions and contracts for difference) and forward foreign exchange contracts under this paragraph, collective investment scheme units permitted under paragraph E (Investment in collective investment schemes), financial indices, interest rates, foreign exchange rates, currencies or immovables permitted under paragraph A. A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market.

A transaction in a derivative must not cause the Company to diverge from its investment objectives as stated in the Instrument of Incorporation constituting the scheme and the most recently published version of this Prospectus.

A transaction in a derivative 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, units in collective investment schemes, or derivatives.

Any forward foreign exchange contract must be with an approved counterparty under paragraph 5 (OTC transactions in derivatives).

## **3. Transactions for the purchase of property**

A derivative or forward foreign exchange contract (which is a permitted transaction under

paragraph 2) which will or could lead to the delivery of property for the account of the Company may be entered into only if that property can be held for the account of the Company, and the ACD having taken reasonable care determines that delivery of the property under the transaction will not occur or will not lead to a breach of the rules in COLL.

#### **4. Requirement to cover sales**

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

#### **5. OTC transactions in derivatives**

Any transaction in an OTC derivative under this paragraph 5 must be:

- a) in a future, forward, option or a contract for difference;
- b) with an approved counterparty; a counterparty to a transaction in derivatives is approved only if the counterparty is an Eligible Institution or an Approved Bank; or a person whose permission (including any requirements or limitations), as published in the FCA Register or whose Home State authorisation, permits it to enter into the transaction as principal off-exchange (Counterparties will be entities with legal personality, typically located in OECD jurisdictions and generally limited to the major financial institutions in leading economies. They will be subject to ongoing supervision by a public authority and be financially sound);
- c) on approved terms; the terms of the transaction in derivatives are approved only if the ACD carries out at least daily a reliable and verifiable valuation in respect of that transaction corresponding to its fair value and which does not rely only on market quotations by the counterparty; and that it 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 valuation; a transaction in derivatives is capable of valuation only if the ACD having taken reasonable care determines that, throughout the life of the derivative (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy: on the basis of the pricing model which has been agreed between the ACD and the Depositary; or on some other reliable basis reflecting an up-to-date market value which has been so agreed.

For the purposes of (c) above, "fair value" is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction.

#### **6. Risk Management**

The ACD uses a risk management process, as reviewed by the Depositary, enabling it to monitor and measure as frequently as appropriate the risk of a Fund's positions and their contribution to the overall risk profile of the Company. This includes the methods for estimating the risks and the types of derivatives and forward foreign exchange contracts to be used within the Company together with their underlying risks and any relevant quantitative limits.

#### **7. Borrowing and Leverage**

The Company may, in accordance with this paragraph, borrow money for the use of the Company on terms that the borrowing is to be repayable out of the Scheme Property.

This power to borrow is subject to the obligation of the Company to comply with any restriction in the Instrument of Incorporation constituting the Company. The Depositary may borrow money only from an Eligible Institution or an Approved Bank.

The ACD must ensure that the Company's borrowing (financial leverage) does not, on any business day, exceed 10% of the value of the Scheme Property. For these purposes borrowing does not include back to back borrowing whereby currency is borrowed but secured by an equal amount of another currency.

The Fund may achieve additional leverage through the use of derivatives, forward foreign exchange contracts and/or other non-fully funded instruments or techniques. Typically this will be through the use of index futures, forward FX or contracts for difference, where cash is paid to the counterparty as margin against the current mark to market value of the derivative contract. The use of leverage may significantly increase the investment/market and counterparty risk (the risk that the Fund could lose money if an entity with which it interacts becomes unwilling or unable to meet its obligations to the Fund) of the Fund through non-fully funded exposure to underlying markets or securities.

As a result the ACD is required to calculate and monitor the level of leverage of the Fund, expressed as a ratio between the exposure of the Fund and its net asset value (Exposure/net asset value), under both the gross method and the commitment method.

Under the gross method, the exposure of a Fund is calculated as follows:

- include the sum of all non-derivative assets held at market value, plus the absolute value of all such liabilities;
- exclude cash and cash equivalents which are highly liquid investments held in the base currency of the Fund, 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;
- derivative instruments are converted into the equivalent position in their underlying assets;
- exclude cash borrowings that remain in cash or cash equivalents and where the amounts payable are known;
- include exposures 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
- include positions within repurchase or reverse repurchase agreements and securities lending or borrowing or other similar arrangements.

Under the commitment method, the exposure of a Fund is calculated broadly in the same way as under the gross method; however, levels of exposure may take account of the effect of netting off instruments to reflect hedging or netting arrangements and differences may arise in the treatment of cash and cash equivalents.

The table below sets out the current maximum level of leverage for the Fund. The total amount of leverage employed by the Fund will be included in the annual report and accounts of the Fund.

Fund	Maximum level of leverage as a percentage of Fund net asset value
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	<b>Gross Method</b>	<b>Commitment Method</b>
Janus Henderson UK Property PAIF	200%	150%

## **8. Eligible Markets**

A securities or derivative market is eligible if it is a regulated market (as that term is defined in the Glossary to the FCA Handbook), or it is a market in the UK and any EEA State which is regulated, operates regularly and is open to the public.

Other securities and derivative markets are eligible if the ACD in consultation with the Depositary decides that the market is appropriate for investment of, or dealing in, the Scheme Property. A market will not be considered appropriate unless it is regulated, operates regularly, is registered as a market or exchange or as a self-regulatory organisation by an overseas regulator, is open to the public, is adequately liquid and has adequate arrangements for unimpeded transmission of income and capital to or to the order of investors.

A list of these additional markets agreed by the ACD and the Depositary is at Appendix C.

## APPENDIX B

### PART 1 - UNIT CLASSES IN THE FUND

Unit Classes		Investment Minima					Summary of charges		
							Please see Section 9 (Charges and Expenses) for full details of charges		
Class	Currency	Minimum initial investment	Minimum subsequent investment	Minimum holding investment	Minimum redemption	Regular savings facility	Initial Charge	Annual management charge	General Administration Charge
Class A	GBP	£1,000	£100	£1,000	£100	Yes†	0%	1.50%	0.15%
Class E#	GBP	£1,000	£100	£1,000	£100	Yes†	0%	1.00%	0.15%
Class G	GBP	£20,000,000	£2,000,000	£20,000,000	£2,000,000	No	0%	0.675%	0.03%
Class I	GBP	£3,000,000	£10,000	£3,000,000	£10,000	No	0%	0.75%	0.07%
Class U2	GBP	£250,000,000	£1,000,000	£125,000,000	£500,000	No	0%	0.60%	0.03%

† Subject to a minimum monthly contribution of £100

# Class E is available to purchase from 24 June 2019

### PART 2 – ALLOCATION OF FEES AND EXPENSES IN THE FUND

Allocation of Charges	Capital	Income
Annual management Charge	100%*	0%
General administration charge	0%	100%
Depository's fee (including Custodian's fee)	0%	100%

\* See risk warning in section 17 regarding charges to capital



## APPENDIX C

### INVESTMENT POWERS AND LIMITS OF THE FUND

The following investment limits apply to the Fund

#### 1. General

The Fund Property of the Fund will be invested with the aim of achieving the investment objective of the Fund, but subject to the limits set out in its investment policy set out in Appendix II, this Prospectus and Chapter 5 of the COLL Sourcebook ("COLL") as it applies to non-UCITS retail schemes.

#### 2. Prudent spread of risk

The Fund is a "feeder fund" and is permitted to invest solely in the Company pursuant to COLL 5.6.7. The Company is managed with the aim of providing its investment objective and policy which includes a prudent spread of risk.

#### 3. Investment in collective investment schemes

3.1. All of the value of the Fund Property will be invested in shares in the Company (for this paragraph, "the Second Scheme") provided that the Second Scheme satisfies all of the following conditions.

3.1.1. The Second Scheme must:

- 3.1.1.1. satisfy the conditions necessary for it to enjoy the rights conferred by the UCITS Directive; or
- 3.1.1.2. be authorised as a non-UCITS retail scheme; or
- 3.1.1.3. be recognised under the provisions of s.264 or s.272 of the Financial Services and Markets Act 2000; or
- 3.1.1.4. be constituted outside the United Kingdom and have investment and borrowing powers which are the same or more restrictive than those of a non-UCITS retail scheme; or
- 3.1.1.5. be a scheme not falling within paragraphs 3.1.1.1 to 3.1.1.4 and in respect of which no more than 10% in value of the Fund Property (including any transferable securities which are not approved securities) is invested.

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

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

- 3.1.4. The participants in the Second Scheme must be entitled to have their units or shares redeemed in accordance with the scheme at a price related to the net value of the property to which the units or shares relate and determined in accordance with the scheme.
  - 3.1.5. As the Second Scheme is an umbrella, the provisions in paragraphs 3.1 to 3.2 apply to each sub-fund as if it were a separate scheme.
  - 3.1.6. Investment may only be made in other collective investment schemes managed by the Manager or an associate of the Manager if the Prospectus of the Fund clearly states that it may enter into such investments and the rules on double charging contained in the COLL Sourcebook are complied with.
- 3.2. The Funds may, subject to the limit set out in 3.1 above, invest in collective investment schemes managed or operated by, or whose authorised corporate director is, the Manager or one of its associates.

#### **4. Cash**

- 4.1. Cash must not be retained in the Fund Property except to the extent that, where this may reasonably be regarded as necessary in order to enable:
- 4.1.1. the pursuit of the Fund's investment objective; or
  - 4.1.2. the redemption of Units; or
  - 4.1.3. efficient management of the Funds in accordance with their investment objectives; or
  - 4.1.4. other purposes which may reasonably be regarded as ancillary to the investment objective of the Funds.

#### 4.2. **General**

- 4.3. It is envisaged that each Fund will normally be fully invested but there may be times that it is appropriate not to be fully invested when the Manager reasonably regards this as necessary in order to enable the redemption of Units, efficient management of the Fund or any one purpose which may reasonably be regarded as ancillary to the investment objective of the Fund.
- 4.4. Where the Fund invests in or disposes of shares in another collective investment scheme which is managed or operated by the Manager or an associate of the Manager, the Manager must pay to the Fund by the close of business on the fourth Business Day the amount of any initial charge in respect of a purchase, and in the case of a sale, any charge made for the disposal.
- 4.5. A potential breach of any of these limits does not prevent the exercise of rights conferred by investments held by the Fund but, in the event of a consequent breach, the Manager must then take such steps as are necessary to restore compliance with the investment limits as soon as practicable having regard to the interests of Unitholders.

#### **5. General power to borrow & Leverage**

- 5.1. The Trustee may, on the instructions of the Manager, and subject to the COLL Sourcebook, borrow money from an Eligible Institution or an Approved Bank for the use of the Fund on terms that the borrowing is to be repayable out of the Fund Property.
- 5.2. The Manager must ensure that borrowing does not, on any Business Day, exceed 10% of the value of the Fund.
- 5.3. The Fund will not make use of derivatives and no additional leverage is expected.

As a result the Manager is required to calculate and monitor the level of leverage of the Fund, expressed as a ratio between the exposure of the Fund and its net asset value (Exposure/net asset value), under both the gross method and the commitment method.

Under the gross method, the exposure of a Fund is calculated as follows:

- include the sum of all non-derivative assets held at market value, plus the absolute value of all such liabilities;
- exclude cash and cash equivalents which are highly liquid investments held in the base currency of the Fund, 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;
- derivative instruments (though none are used in practice) are converted into the equivalent position in their underlying assets;
- exclude cash borrowings that remain in cash or cash equivalents and where the amounts payable are known;
- include exposures 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

- include positions within repurchase or reverse repurchase agreements and securities lending or borrowing or other similar arrangements.

Under the commitment method, the exposure of a Fund is calculated broadly in the same way as under the gross method; however, levels of exposure may take account of the effect of netting off instruments to reflect hedging or netting arrangements and differences may arise in the treatment of cash and cash equivalents.

The table below sets out the current maximum level of leverage for the Fund. The total amount of leverage employed by the Fund will be included in the annual report and accounts of the Fund.

<b>Fund</b>	<b>Maximum level of leverage as a percentage of Fund net asset value</b>	
	<b>Gross Method</b>	<b>Commitment Method</b>
Janus Henderson UK Property PAIF Feeder	200%	150%

## **6. Restrictions on lending of money**

- 6.1. None of the money in the Fund Property may be lent and, for the purposes of this paragraph, money is lent by the Trustee if it is paid to a person (“the payee”) on the basis that it should be repaid, whether or not by the payee.

## **7. Restrictions on lending of property other than money**

- 7.1. Fund Property other than money must not be lent by way of deposit or otherwise.
- 7.2. Fund Property must not be mortgaged.

## **8. Guarantees and indemnities**

- 8.1. The Trustee may not provide a guarantee or indemnity in respect of the obligation of any person.
- 8.2. None of the Fund Property may be used to discharge any obligation arising under a guarantee or indemnity with respect to the obligation of any person.

## **APPENDIX D**

The Fund invests solely in the Company, it does not invest directly on any eligible securities or derivatives markets.

## APPENDIX E

### PAST PERFORMANCE

Fund/ IA Sector	Percentage Growth 1 Year to 31/12/2019	Percentage Growth 1 Year to 31/12/2018	Percentage Growth 1 Year to 31/12/2017	Percentage Growth 1 Year to 31/12/2016	Percentage Growth 1 Year to 31/12/2015
Janus Henderson UK Property PAIF Feeder Fund I Acc	8.70%	4.08%	8.72%	-4.27%	8.83%
<i>IA UK Direct Property</i>	<i>7.60%</i>	<i>2.86%</i>	<i>7.08%</i>	<i>8.52%</i>	<i>5.33%</i>

Source: Morningstar, mid to mid, net income reinvested, net of fees, GBP.

Past performance is not a guarantee of future performance. The value of your investments and the income from them can fall as well as rise and you might not get back the original amount invested. This can be as a result of markets movements.

## APPENDIX F

### VALUATION FOR DUAL PRICING

The valuation of the property of the Fund takes place as at a valuation point fixed by the Manager and as set out in the Prospectus.

The valuation is in the Fund's base currency.

Prices used are the most recent prices that can reasonably be obtained after the valuation point with a view to giving an accurate valuation as at that point.

The value of the property of the Fund will be the value of its assets less the value of its liabilities determined in accordance with the following provisions.

All the property of the Fund (including receivables) is to be included, subject to the following provisions.

The valuation of the property of the Fund will consist of two parts, one on an issue basis and one on a cancellation basis calculated in accordance with the following provisions.

(a) **Valuation of the property of the Fund on an issue basis**

The valuation of Scheme Property for that part of the valuation which is on an issue basis for shares in the Company (that is, a collective investment scheme) will be as follows. The value of the shares in the Company will (subject as follows) be the most recent issue price which it is practicable to obtain or if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the Manager's best estimate of the value, at a value which, in the opinion of the Manager, is fair and reasonable.

(b) **Valuation of the property of the Fund on a cancellation basis**

The valuation of Scheme Property for that part of the valuation which is on a cancellation basis for shares in the Company (that is, a collective investment scheme) will be as follows. The value of the shares in Company will (subject as follows) be the most recent cancellation price which it is practicable to obtain or if, in the opinion of the Manager, the price obtained is unreliable or if no recent price exists or if the most recent price available does not reflect the Manager's best estimate of the value, at a value which, in the opinion of the Manager, is fair and reasonable.

(c) **Further valuation principles**

- (i) Cash and amounts, if any, held in current, deposit and margin accounts and in other time related deposits will be valued at their nominal values.
- (ii) In determining the value of the Scheme Property, all instructions given to issue or cancel units will be assumed (unless the contrary is shown) to have been carried out and any payment made or received and any consequential action required by the Regulations will be assumed (unless the contrary has been shown) to have been taken.

- (iii) An estimated amount for corporation tax and other anticipated tax liabilities (on unrealised capital gains where the liabilities have accrued and are payable out of the property of the Fund; on realised capital gains in respect of previously completed and current accounting periods and on income where liabilities have accrued) including (as applicable and without limitation) capital gains tax, income tax, value added tax, stamp duty, stamp duty reserve tax and stamp duty land tax will be deducted.
- (iv) An estimated amount for any liabilities payable out of the property of the Fund and any tax thereon treating periodic items as accruing from day-to-day will be deducted.
- (v) The principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings will be deducted.
- (vi) An estimated amount for accrued claims for tax, if any, of whatever nature which may be recoverable will be added.
- (vii) Any other credits or amounts due to be paid into the property of the Fund will be added.

A sum representing any interest or any income accrued due or deemed to have accrued but not received and any stamp duty reserve tax provision anticipated to be received will be added.



## **APPENDIX G**

### **OTHER FUNDS MANAGED BY THE MANAGER**

#### **OEICs**

Janus Henderson Global Funds

Janus Henderson Investment Fund OEIC

Janus Henderson Investment Funds Series I

Janus Henderson Investment Funds Series II

Janus Henderson Investment Funds Series IV

Janus Henderson Multi-Manager Investment OEIC

Janus Henderson OEIC

Janus Henderson Secured Loans Funds OEIC

Janus Henderson Strategic Investment Funds

Janus Henderson Sustainable/Responsible Funds

Janus Henderson UK & Europe Funds

Janus Henderson UK Property PAIF

#### **AUTs**

Janus Henderson Asian Dividend Income Unit Trust

Janus Henderson Fixed Interest Monthly Income Fund

Janus Henderson Global Equity Fund

Janus Henderson Institutional Global (50/50) Index Opportunities Fund

Janus Henderson Institutional High Alpha Credit Fund

Janus Henderson Institutional High Alpha Gilt Fund

Janus Henderson Institutional High Alpha UK Equity Fund

Janus Henderson Institutional Mainstream UK Equity Trust

Janus Henderson Institutional UK Equity Tracker Trust

Janus Henderson Institutional UK Index Opportunities Trust

Janus Henderson Multi Asset Credit Fund

Janus Henderson Multi-Manager Distribution Fund

Janus Henderson Multi-Manager Diversified Fund

Janus Henderson Multi-Manager Global Select Fund

Janus Henderson Multi-Manager Income & Growth Fund

Janus Henderson Sterling Bond Unit Trust

## **APPENDIX H**

### **DIRECTORY**

#### **The Unit Trust Manager, The AIFM and Head Office**

Henderson Investment Funds Limited  
201 Bishopsgate  
London EC2M 3AE

#### **Unitholder Administration**

SS&C Financial Services International Limited  
SS&C House  
St Nicholas Lane  
Basildon  
Essex SS15 5FS

#### **Trustee**

NatWest Trustee and Depositary Services Limited  
250 Bishopsgate  
London EC2M 4AA

#### **Investment Adviser**

Henderson Global Investors Limited  
201 Bishopsgate  
London EC2M 3AE

#### **Custodian**

BNP Paribas Securities Services  
55 Moorgate  
London EC2R 6PA

#### **Fund Accounting**

BNP Paribas Securities Services  
55 Moorgate  
London EC2R 6PA

#### **Legal Advisers**

Eversheds Sutherland (International) LLP  
One Wood Street  
London EC2V 7WS

#### **Auditors**

PricewaterhouseCoopers  
141 Bothwell Street  
Glasgow  
G2 7EQ

**Issued by Henderson Investment Funds Limited**

201 Bishopsgate  
London EC2M 3AE

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