

UNITED REAL ESTATE MULTI STRATEGY FUNDS

United Global Real Estate Securities Fund
United Asia Pacific Real Estate Income Fund

P r o s p e c t u s

DIRECTORY

Managers

UOB Asset Management Ltd
(Company Registration Number: 198600120Z)

<i>Registered Address:</i>	<i>Operating Address:</i>
80 Raffles Place	80 Raffles Place
UOB Plaza	6th Storey
Singapore 048624	UOB Plaza 2
	Singapore 048624

Directors of the Managers

Terence Ong Sea Eng
Cheo Chai Hong
Thio Boon Kiat

Trustee / Registrar

HSBC Institutional Trust Services (Singapore) Limited
(Company Registration No. 194900022R)

Registered address:
21 Collyer Quay
#10-02 HSBC Building
Singapore 049320

Custodians

United Global Real Estate Securities Fund:

State Street Bank and Trust Company
One Lincoln Street
Boston, MA 02111
United States of America

United Asia Pacific Real Estate Income Fund:

The Hongkong and Shanghai Banking Corporation Limited
1 Queen's Road Central
Hong Kong

Auditors

PricewaterhouseCoopers LLP
8 Cross Street
#17-00 PWC Building
Singapore 048424

Solicitors to the Managers

Tan Peng Chin LLC
30 Raffles Place
#11-00 Chevron House
Singapore 048622

Solicitors to the Trustee

Allen & Gledhill LLP
One Marina Boulevard
#28-00
Singapore 018989

IMPORTANT INFORMATION

UOB Asset Management Ltd (the “**Managers**”) accept full responsibility for the accuracy of the information contained in this Prospectus of the **UNITED REAL ESTATE MULTI STRATEGY FUNDS** (the “**Fund**”) and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no facts the omission of which would make any statement herein misleading. Unless otherwise stated or the context otherwise requires, all undefined terms in this Prospectus have the same meanings as ascribed to them in the deed of trust dated 2 February 2005 (as amended) constituting and relating to the Fund (the “**Deed**”).

Investors should refer to the provisions of the Deed and obtain independent professional advice in the event of any doubt or ambiguity relating thereto. Copies of the Deed are available for inspection at the Managers’ operating office during normal business hours (subject to such reasonable restrictions as the Managers may impose).

This Prospectus does not constitute an offer or solicitation to 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 and may only be used in connection with the offering of units (“**Units**”) in the sub-funds of the Fund (collectively, the “**Sub-Funds**” and each, a “**Sub-Fund**”) offered in this Prospectus as contemplated herein. This Prospectus may be supplemented or replaced from time to time to reflect material changes.

Potential investors should seek independent professional advice to ascertain (a) the possible tax consequences, (b) the legal requirements, (c) any foreign exchange restrictions or exchange control requirements which they may encounter under the laws of the countries of their citizenship, residence or domicile, and (d) any restrictions or requirements under the Central Provident Fund (“**CPF**”) (Investment Schemes) Regulations and the terms and conditions in respect of the CPF Investment Scheme issued by the CPF Board thereunder (as the same may be amended, supplemented or re-enacted from time to time), which may be applicable to the subscription, holding or disposal of Units and should inform themselves of and observe all such laws and regulations in any relevant jurisdiction that may be applicable to them. No representation is made as to the tax status of the Fund or any of the Sub-Funds.

Investors should carefully consider the usual risks involved in investing and participating in collective investment schemes and the risks of investing in the Sub-Funds before making an investment decision. Details of the risks involved are set out in paragraph 10 of this Prospectus. Investors should note that their investments can be volatile and there can be no assurance that the Sub-Funds will be able to attain their objectives. The prices of Units as well as the income from them may go up as well as down to reflect changes in the value of the relevant Sub-Fund. An investment should only be made by those persons who can sustain losses on their investments. Investors should satisfy themselves of the suitability to them of an investment in the relevant Sub-Fund based on their personal circumstances.

No person, other than the Managers, has been authorised to issue any advertisements or to give any information, or to make any representations in connection with the offering, subscription or sale of Units, other than those contained in this Prospectus and, if issued, given or made, such advertisements, information or representations must not be relied upon as having been authorised by the Managers.

Investors should note that the Units are not listed on any stock exchange. Investors may subscribe for or realise their Units through the Managers or any of their authorised agents or distributors subject to the ultimate discretion of the Managers in respect of the subscription, sale, switching, conversion or realisation of an investor’s Units in accordance with and subject to the provisions in the Deed.

Applications may be made in other jurisdictions to enable Units of any Sub-Fund to be marketed freely in those jurisdictions.

All enquiries in relation to the Fund or the Sub-Funds should be directed to the Managers or their authorised agents or distributors.

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UNITED REAL ESTATE MULTI STRATEGY FUNDS

PROSPECTUS

The collective investment schemes offered pursuant to this Prospectus are constituted in Singapore and are each an authorised scheme under the Securities and Futures Act (Chapter 289) (“SFA”). A copy of this Prospectus has been lodged with and registered by the Monetary Authority of Singapore (the “Authority”). The Authority assumes no responsibility for the contents of this Prospectus. Registration of this Prospectus by the Authority does not imply that the SFA, or any other legal or regulatory requirements have been complied with. The Authority has not, in any way, considered the investment merits of the Sub-Funds or the Fund. The meanings of terms not defined in this Prospectus can be found in the Deed.

1. BASIC INFORMATION

1.1 Name of collective investment schemes

This Prospectus is in relation to an umbrella fund established in Singapore known as United Real Estate Multi Strategy Funds. As at the date of this Prospectus, the Fund currently comprises the following two Sub-Funds which are being offered for subscription:

- (a) United Global Real Estate Securities Fund (“**Global Real Estate Securities Fund**”); and
- (b) United Asia Pacific Real Estate Income Fund (“**Asia Pacific Real Estate Income Fund**”).

1.2 Date of registration and expiry of Prospectus

The date of registration of this Prospectus with the Authority is 5 January 2015. This Prospectus is valid for 12 months after the date of registration (i.e., up to and including 4 January 2016) and will expire on 5 January 2016.

1.3 Trust deed and supplemental deeds

- (a) The Fund is constituted as a unit trust by way of a deed of trust dated 2 February 2005 (the “**Principal Deed**”) between the Managers and HSBC Institutional Trust Services (Singapore) Limited (the “**Trustee**”). The Principal Deed has been amended by the following deeds (collectively, the “**Supplemental Deeds**”):

Supplemental Deed	Date
First Amending and Restating Deed	3 February 2006
Second Amending and Restating Deed	2 February 2007
Third Amending and Restating Deed	29 June 2007
Fourth Amending and Restating Deed	31 January 2008
Fifth Amending and Restating Deed	28 January 2009
Sixth Amending and Restating Deed	29 May 2009
Seventh Amending and Restating Deed	22 January 2010
Eighth Amending and Restating Deed	10 January 2011
Ninth Amending and Restating Deed	1 July 2011
Tenth Amending and Restating Deed	25 September 2012
Eleventh Amending and Restating Deed	20 February 2013
Twelfth Amending and Restating Deed	13 February 2014

The Principal Deed as amended by the Supplemental Deeds shall hereinafter be referred to as the “**Deed**”.

- (b) The Deed is binding on the Managers, the Trustee and each unitholder (each, a “**Holder**” and collectively, the “**Holders**”) and all persons claiming through such Holder as if such persons and such Holder had been a party to the Deed.
- (c) Investors should note that this Prospectus includes some of the provisions found in the Deed, which have to a large extent been summarised and that not all the provisions of the Deed are reflected in this Prospectus. *Investors should read the Deed for further details.*
- (d) Copies of the Deed are available for inspection free of charge at the operating office of the Managers at 80 Raffles Place, 6th Storey, UOB Plaza 2, Singapore 048624 during normal business hours (subject to such reasonable restrictions as the Managers may impose) and shall be supplied by the Managers upon request at a charge not exceeding S\$25 per copy of the document (or such other amount as the Trustee and the Managers may from time to time agree).

1.4 Accounts and reports

Copies of the latest semi-annual and annual reports, the auditor’s report on the annual accounts, the semi-annual accounts and the audited annual accounts relating to the Sub-Funds, where available, may be obtained from the Managers upon request at their operating office at 80 Raffles Place, 6th Storey, UOB Plaza 2, Singapore 048624 during normal business hours, subject to such reasonable restrictions as the Managers may impose.

2. **THE MANAGERS, ITS DIRECTORS AND KEY EXECUTIVES**

2.1 The Managers

The Managers are UOB Asset Management Ltd (“**UOBAM**”), whose registered office is at 80, Raffles Place, UOB Plaza, Singapore 048624.

UOBAM is a wholly-owned subsidiary of United Overseas Bank Limited (“**UOB Ltd**”). Established in 1986, UOBAM has been managing collective investment schemes and discretionary funds in Singapore for over 28 years. UOBAM is licensed and regulated by the Authority. UOBAM has an extensive presence in Asia with regional business and investment offices in Malaysia, Thailand, Brunei, Taiwan and Japan. UOBAM has two joint ventures: Ping An UOB Fund Management Company and UOB-SM Asset Management Pte. Ltd. In addition, it also has a strategic alliance with UTI International (Singapore) Private Limited.

Through its network of offices, UOBAM offers global investment management expertise to institutions, corporations and individuals, through customised portfolio management services and unit trusts. As at 31 October 2014, UOBAM manages 51 unit trusts in Singapore. UOBAM is one of the largest unit trust managers in Singapore in terms of assets under management.

UOBAM’s investments team conducts independent and rigorous fundamental research within a proven investment process and framework. In equities, UOBAM’s team has acquired specialist skills in investment in global markets and major global sectors. It combines a disciplined research effort that aims to identify and invest in high performing businesses at the right price, with a systematic model portfolio construction process, to diversify sources of alpha to achieve more consistent performance over time. In fixed income, UOBAM’s coverage spans a wide spectrum comprising G10 government bonds, developed market corporate bonds, Asia sovereigns and corporates, emerging market bonds and Singapore fixed income. In addition to independent research to uncover relative value opportunities, UOBAM adopts diversified investment strategies combined with active risk management to generate sustainable total return for its portfolios.

In addition, UOBAM is committed to achieving consistently good performance. Since 1996, UOBAM has won a total of 147 awards. These awards recognise not just excellence in UOBAM’s investment performance across different markets and sectors, but also outstanding performance at the firm level.

As at 31 October 2014, UOBAM and its subsidiaries in the region have a staff strength of over 300 including about 50 investment professionals in Singapore.

The Managers are entitled to delegate certain or all of their duties. The Managers have delegated their administration and valuation functions in respect of each Sub-Fund to the administrator, whose details are set out in [paragraph 4.3](#) below, and back office functions to UOB Ltd. The Managers have also delegated the investment management of the Japan, Australia and New Zealand portfolios of Asia Pacific Real Estate Income Fund to the sub-manager whose details are set out in [paragraph 3](#) below.

The Managers maintain professional indemnity insurance coverage which complies with the requirements under applicable laws, regulations and guidelines, or as directed by the Authority.

Please refer to the Deed for details on the Managers' role and responsibilities.

Investors should note that the past performance of the Managers is not necessarily indicative of their future performance.

2.2 [Directors and key executives of the Managers](#)

[Terence Ong Sea Eng, Chairman and Executive Director](#)

Mr Terence Ong Sea Eng is the Chairman and Executive Director of UOBAM. Mr Ong, who joined UOB Ltd in 1982, has overall responsibility for the management and growth of UOB Ltd's global treasury and fund management businesses. He holds a Bachelor of Accountancy from the then University of Singapore and has 30 years of experience in treasury services and operations.

[Cheo Chai Hong, Director](#)

Mr Cheo Chai Hong is a Director of UOBAM. He joined UOB Ltd in 2005, is currently in charge of a team of credit approvers for United Overseas Bank SME & Structured Trade & Ship Finance in Singapore and Overseas branches and subsidiaries. He also heads the Group Corporate Planning and Strategy Department which is responsible for helping the UOB Ltd Group to formulate its strategic direction and corporate governance structure.

Mr Cheo holds a Bachelor of Business Administration (Honours) from the then University of Singapore and he has more than 30 years of experience in Corporate and Investment Banking, Project and Ship Finance and Credit Management and Approval.

[Thio Boon Kiat, Director and Chief Executive Officer](#)

Mr Thio Boon Kiat is the Chief Executive Officer of UOBAM. He is a Chartered Financial Analyst charter holder and graduated with a Bachelor of Business Administration (First Class Honours) degree from the National University of Singapore. In 2004, he attended the Investment Management Program at Harvard Business School. In 2006, he also attended the Mastering Alternative Investments programme by Insead University.

Mr Thio has over 20 years of investment management experience. He joined UOBAM in 1994 from the Government of Singapore Investment Corporation (GIC), as a portfolio manager managing Singapore, and subsequently Asia Pacific and Global Equity portfolios. Over the years, he also headed the International Equities and Global Technology teams. In 2004, Mr Thio was appointed as Chief Investment Officer of UOBAM, a position he held until 2011 when he was promoted to his current appointment of Chief Executive Officer.

[John J. Doyle III, Chief Investment Officer, Equities & Multi Assets](#)

Mr John J. Doyle III, Chief Investment Officer, Equities & Multi Assets, joined UOBAM in April 2001. Mr Doyle was promoted to Chief Investment Officer in September 2011. Prior responsibilities include serving as Deputy Chief Investment Officer Equities, Head of International Equities and Head of Asian Equities. He continues to oversee the UOBAM's Equity research and investment processes as well as the Multi Asset investment processes. Mr Doyle had previously worked in senior research roles for Salomon Smith Barney (Singapore), UBS Securities (Singapore), and MeesPierson Securities (HK).

Mr Doyle has over 23 years of experience, having started his career with Scudder, Stevens & Clark (Boston). His work experience includes both detailed securities research and analysis as well as portfolio management. Mr Doyle graduated with a Bachelor of Arts (Economics) degree from the University of Vermont in 1988. The majority of his experience relates to conducting research and managing equity portfolios.

Chong Jiun Yeh, Chief Investment Officer, Fixed Income & Structured Investments

Mr Chong Jiun Yeh, Chief Investment Officer, Fixed Income & Structured Investments, joined UOBAM in March 2008. He was formerly the Managing Director (Fund Management) and Co-Head of Portfolio Management for ST Asset Management Ltd. (“**STAM**”), a wholly owned subsidiary of Temasek Holdings. Prior to joining STAM, he was Head of Fixed Income and Currencies at OUB Asset Management Ltd, and had also spent part of his career with Newton Investment Management.

Mr Chong has over 18 years of experience in managing equities, fixed income and structured finance portfolios, including emerging market sovereign and investment grade credits (cash and synthetic), G-7 bonds and currencies, as well as Asian equities. He has worked with rating agencies, insurers, investment partners and banks in structuring investment products and customizing solutions for investors. Mr Chong graduated with a Bachelor of Science (Estate Management), Second Upper Honours degree from the National University of Singapore.

3. THE SUB-MANAGER OF ASIA PACIFIC REAL ESTATE INCOME FUND

The sub-manager of the Japan, Australia and New Zealand portfolios of Asia Pacific Real Estate Income Fund is Sumitomo Mitsui Asset Management Company, Limited (“**SMAM**”).

SMAM, located at Atago Green Hills Mori Tower 28th Floor, 2-5-1 Atago Minato-Ku, Tokyo 105-6228, is one of the leading asset management firms in Japan. Its current form was incorporated in December 2002 following the merger of five asset management firms in Japan, namely, Sumitomo Life Investment, Sumisei Global Investment Trust Management, Mitsui Life Global Asset Management, Mitsui Sumitomo Insurance Asset Management and Sakura Investment Management. SMAM is domiciled in Japan and is registered with the Financial Services Agency in Japan as an asset management firm. SMAM has considerable experience in asset management in the Japanese market, having managed (in its current form) investment trust funds for more than 10 years. Prior to the merger, its predecessor companies have managed investment trust funds for more than 15 years. As at July 2014, SMAM has assets under management of approximately US\$127.8 billion.

SMAM has overseas subsidiaries in the United Kingdom, the United States and Hong Kong, and a representative office in Shanghai dedicated to research on equities and economic developments in the People’s Republic of China. SMAM and its group of companies worldwide (“**SMAM Group**”) provides investors with asset management services by leveraging its solid research platform, particularly focused on Japan and Asia-Pacific, with around 560 staff (including 150 investment professionals) worldwide. SMAM Group’s experienced fund managers take advantage of original and in-depth analysis by in-house researchers in generating investment ideas to produce competitive investment performances.

Investors should note that the past performance of the sub-manager is not necessarily indicative of its future performance.

4. THE TRUSTEE, CUSTODIANS AND ADMINISTRATOR

4.1 The Trustee

The trustee of the Fund is HSBC Institutional Trust Services (Singapore) Limited (the “**Trustee**”), whose registered office is at 21 Collyer Quay, #10-02, HSBC Building, Singapore 049320. The Trustee is regulated in Singapore by the Authority.

Please refer to the Deed for details on the Trustee’s role and responsibilities.

4.2 The custodians

The Trustee has appointed:

- (a) State Street Bank and Trust Company (“SSBT”) as the global custodian of Global Real Estate Securities Fund; and
- (b) The Hongkong and Shanghai Banking Corporation Limited (“HSBC”) as the global custodian of Asia Pacific Real Estate Income Fund.

SSBT is a trust company organised under the laws of the Commonwealth of Massachusetts with its principal place of business at One Lincoln Street, Boston, MA 02111, United States of America.

SSBT was founded in 1792 and is a wholly owned subsidiary of State Street Corporation. It is licensed and regulated by the Federal Reserve Bank of Boston.

SSBT provides custodial services in over 100 markets by utilizing its local market custody operations and through its network of sub-custodian banks. It may appoint sub-custodians in markets where Global Real Estate Securities Fund invests and has in place processes dealing with the selection and ongoing monitoring of such sub-custodians. SSBT has comprehensive processes for the initial selection and ongoing monitoring of its sub-custodians, each of which is chosen based upon securities processing and local market expertise, and must satisfy stringent operating requirements in terms of structure, communications, asset servicing and reporting capabilities. All sub-custodians appointed shall be licensed and regulated under applicable law to carry out the relevant financial activities in the relevant jurisdiction.

SSBT’s Network Management and Correspondent Banking teams conduct ongoing assessments and due diligence reviews of all sub-custodians. In addition, SSBT’s Enterprise Risk Management group regularly tracks and analyzes the financial and market conditions of these providers and meets regularly with its Network Management team to discuss any market or provider issues.

HSBC, whose registered address is at 1 Queen’s Road Central, Hong Kong, is regulated by the Hong Kong Monetary Authority and the Securities and Futures Commission of Hong Kong.

The Trustee has appointed HSBC as the global custodian to provide custodial services to Asia Pacific Real Estate Income Fund globally. HSBC is entitled to appoint sub-custodians to perform any of HSBC’s duties in specific jurisdictions where Asia Pacific Real Estate Income Fund invests.

HSBC is a global custodian with direct market access in certain jurisdictions. In respect of markets for which it uses the services of selected sub-custodians, HSBC shall act in good faith and use reasonable care in the selection and monitoring of its selected sub-custodians.

The criteria upon which a sub-custodian is appointed is pursuant to all relevant governing laws and regulations and subject to satisfying all requirements of HSBC in its capacity as global custodian. Such criteria may be subject to change from time to time and may include factors such as the financial strength, reputation in the market, systems capability, operational and technical expertise. All sub-custodians appointed shall be licensed and regulated under applicable law to carry out the relevant financial activities in the relevant jurisdiction.

Other custodians may be appointed from time to time in respect of any of the Sub-Funds or any of their assets. All custodians shall collectively be referred to as the “**Custodian**”.

Further details of the custodial arrangement in respect of the Deposited Property are set out at [paragraph 23.5](#) below.

4.3 The administrator

The administrator of the Sub-Funds is HSBC Institutional Trust Services (Singapore) Limited, whose registered office is at 21, Collyer Quay, #10-02 HSBC Building, Singapore 049320.

5. OTHER PARTIES

5.1 The registrar

The registrar of the Fund is the Trustee and the register of Holders of each Sub-Fund (each, a “**Register**”) is kept and maintained at 20 Pasir Panjang Road (East Lobby), #12-21 Mapletree Business City, Singapore 117439. Each Register is accessible to the Holders of the relevant Sub-Fund during normal business hours subject to such reasonable restrictions as the registrar may impose. The Trustee may appoint any other party (including, without limitation, the Managers) as its agent to carry out and administer the Trustee’s duties in relation to keeping and maintaining the Register.

The Register is conclusive evidence of the number of Units in each Sub-Fund held by each Holder and the entries in the Register shall prevail in the event of any discrepancy between the entries in the Register and the details appearing on any statement of holding, unless the Holder proves to the satisfaction of the Managers and the Trustee that the Register is incorrect.

5.2 The Auditors

The auditors of the accounts relating to the Fund (the “**Auditors**”) are PricewaterhouseCoopers LLP whose registered address is 8 Cross Street, #17-00, PWC Building, Singapore 048424.

6. STRUCTURE OF THE FUND

6.1 General

The Fund is an umbrella fund currently comprising two Sub-Funds, Global Real Estate Securities Fund and Asia Pacific Real Estate Income Fund, each of which is a Singapore authorised, Singapore-dollar denominated open-ended collective investment scheme.

The Managers may at any time determine that a new Sub-Fund or a new Class¹ in respect of any existing Sub-Fund be established and the establishment of such new Sub-Fund or new Class shall be provided for by deed supplemental to the Deed. Each new Sub-Fund so created shall constitute a new trust separate and distinct from the subsisting trusts of the existing Sub-Funds.

Each Sub-Fund may consist of one or more Classes of Units, with each Class bearing different characteristics such as their currency of denomination, fee structure, minimum threshold amounts for subscription, holding and realisation, eligibility requirements, mode of investment and the availability of participation in a regular saving plan (“**RSP**”). A separate net asset value per Unit (in the currency of denomination of the relevant Class), which may differ as a consequence of such variable factors, will be calculated for each Class. Save for such differences, Holders of each Class of a Sub-Fund have materially the same rights and obligations under the Deed. Investors should note that the assets of a Sub-Fund are pooled and invested as a single fund and are not segregated in respect of each Class thereof.

For example, Classes may be established with different currencies of denomination, or as accumulation or distribution Classes. Each such Class will be designated accordingly. Distribution classes (collectively, “**Distribution Classes**” and each, a “**Distribution Class**”), which declare and pay distributions in accordance with the applicable distribution policies, are referenced as “Dist” (e.g. Class SGD Dist) and accumulation classes (collectively, “**Accumulation Classes**” and each, an “**Accumulation Class**”), which do not declare or pay distributions, are referenced as “Acc” (e.g. Class USD Acc).

Where a new Class is established, Units in the relevant Sub-Fund or in any existing Class may be re-designated so long as there is no prejudice to existing Holders of the Sub-Fund or Class as a whole. Subject to the foregoing, the Managers with prior notification to the Trustee shall have the discretion to launch or delay the launch of any of the Sub-Funds or Classes at any time and from time to time.

¹ A “**Class**” refers to any class of Units in a Sub-Fund which may be designated as a class distinct from another class in the same Sub-Fund as may be determined by the Managers from time to time.

6.2 Classes of Units and base currency

(a) Global Real Estate Securities Fund

The base currency of Global Real Estate Securities Fund is the Singapore Dollar. Units of this Sub-Fund are currently not offered in different Classes.

(b) Asia Pacific Real Estate Income Fund

The base currency of Asia Pacific Real Estate Income Fund is the Singapore Dollar. The following Classes of Units have been established within Asia Pacific Real Estate Income Fund and are currently offered for subscription:

Class	Currency of denomination
Class SGD Acc	Singapore Dollar
Class SGD Dist	Singapore Dollar
Class USD Acc	United States (“US”) Dollar
Class USD Dist	US Dollar
Class JPY Acc	Japanese Yen
Class JPY Dist	Japanese Yen

References to “Units” in this Prospectus will, insofar as they refer to Units in Asia Pacific Real Estate Income Fund, denote Units in either each Class of Units or Units in all relevant Classes of Units in that Sub-Fund.

7. **INVESTMENT OBJECTIVE, FOCUS AND APPROACH**

7.1 Investment objective

(a) Global Real Estate Securities Fund

The investment objective of Global Real Estate Securities Fund is to seek total return consisting of income and capital appreciation over time.

Global Real Estate Securities Fund will invest in, and at the same time seek to provide diversified exposure to, the global real estate market; this will be done primarily through investment in real estate investment trusts (including business trusts) and dividend paying equity securities and debt securities of companies which are principally engaged in the real estate industry.

(b) Asia Pacific Real Estate Income Fund

The investment objective of Asia Pacific Real Estate Income Fund is to seek total return consisting of income and capital appreciation over the medium to long term by investing primarily in Real Estate Investment Trusts (“REITs”) listed in the Asia Pacific region (including Japan, Australia and New Zealand).

7.2 Investment focus and approach

(a) Global Real Estate Securities Fund

Global Real Estate Securities Fund intends to substantially invest in securities of companies (including equity securities, preferred shares, senior securities and debt securities) that are primarily engaged or operating in, or which derive a substantial part of their revenue from, or have substantial assets in, the real estate industry, and securities of real estate investment trusts (including business trusts). Investment in such securities shall constitute at least 80% of the Sub-Fund’s investment portfolio.

The Sub-Fund is intended to be a global real estate securities fund without any emphasis on geographic limit as to the investments within its portfolio.

The Managers use a multi-step investment process combining research and quantitative analysis of the benchmark index of the Sub-Fund (which is currently the S&P Developed Property Index) to construct the portfolio of the Sub-Fund. The investment process includes a screening process on the universe of index constituents, based on such factors as the Managers may consider appropriate in order to achieve the investment objective of the Sub-Fund. Such factors may include, without limitation, the following:

- (i) operating (earnings growth, dividend growth, etc.);
- (ii) valuation (price/earning ratio, price/book value, dividend yield, revised net asset value, etc.); and
- (iii) momentum (share price performance, etc.).

The Managers will also put in place country and portfolio exposure limits to mitigate the risks of the Sub-Fund's investments.

(b) Asia Pacific Real Estate Income Fund

In order to achieve its investment objective, Asia Pacific Real Estate Income Fund will invest primarily in units of REITs listed in the Asia Pacific region (including Japan, Australia and New Zealand), as well as securities related to units of such REITs such as rights and warrants.

In addition, the Sub-Fund may from time to time invest up to 30% of its net asset value in debt securities and convertible bonds issued by such REITs where the Managers are of the opinion that valuations of such securities are justifiable relative to units of such REITs.

The Sub-Fund may also invest in other investment vehicles focused on real estate, such as business trusts, property trusts, stapled trusts and/or other collective investment schemes.

The investments of the Sub-Fund shall be subject to the provisions of the Code on Collective Investment Schemes issued by the Authority (as may be amended from time to time) (the “Code”).

The Managers aim to construct a diversified portfolio of REITs in the Asia Pacific region (including Japan, Australia and New Zealand). The investment process involves firstly a top-down allocation across the various key regions to determine the relative weights in each region and then the bottom-up selection of securities.

In the **top-down allocation**, the economic fundamentals of each region are assessed, in particular Gross Domestic Product (GDP) outlook, interest rate direction, yield spreads, consumer confidence, employment outlook, transactional values, cap rates trend and government policy on the property market. The Managers will formulate views on rental income outlook within the sub-segments: residential, office, retail, industrial and hospitality based on the respective demand-supply outlook and potential for net asset value (NAV) growth in the medium term.

In the **bottom-up stock selection**, the Managers look to invest in REITs with quality and well-managed assets that deliver above industry rental rates and occupancy levels through the property cycle. They are able to generate resilient rental cashflows during cycle downturn and high capital appreciation during an upcycle. The Managers prefer REITs with strong sponsors that are able to deliver both organic and inorganic growth via accretive acquisitions. The Managers also look for REITs managed by good quality asset managers (particularly in the retail sector) and are disciplined in capital management.

The Managers analyse and pick securities based on:

- (i) asset size and ability to grow;
- (ii) quality of investment properties;
- (iii) quality of the asset managers in lease management and ability to deliver on asset enhancement initiatives for yield enhancement;
- (iv) underlying lease arrangements, tenant concentration risks, weighted average lease to expiry and tenant profiles;

- (v) competitiveness of the physical properties in the micro-market;
- (vi) balance sheet strength; and
- (vii) attractive valuation in term of yields and price to NAV.

The Managers also look to invest opportunistically in REITs that are mis-priced by the market and are able to deliver better than expected distributable income.

In the event the Managers find that there are no suitable investment opportunities for the Sub-Fund at any time, it may temporarily invest in money market instruments, short term debt securities or hold cash deposits. The Sub-Fund may also hold part of its assets in liquid investments or cash for liquidity purposes.

7.3 Distribution policy

(a) Global Real Estate Securities Fund

The Managers currently intend to make regular distributions of 4% (or such percentage as the Managers may from time to time determine) of the net asset value per Unit as at the last Business Day² of the preceding financial year every year, payable over four separate distributions as at the last Business Day of every calendar quarter (or such other date as the Managers may from time to time determine).

(b) Asia Pacific Real Estate Income Fund

Distributions will be made in respect of the Distribution Classes of Asia Pacific Real Estate Income Fund only.

With effect from 1 January 2015, the Managers intend to make regular monthly distributions of 5% per annum (or such other percentage as the Managers may from time to time determine) of the net asset value per Unit of the relevant Distribution Class as at the last Business Day of every month (or such other date as the Managers may from time to time determine).

Distributions shall be based on the number of Units held by each Holder as at the relevant Distribution Date as evidenced by the Register of Holders. Distributions will be made to Holders within 30 days from the relevant Distribution Date. A “**Distribution Date**” relating to a Sub-Fund or Class is the date as at which a distribution is to be made, as determined by the Managers under sub-paragraphs (a) and (b) above in respect of the relevant Sub-Fund or Class.

The receipt of distributions is optional. An investor may choose, at the time of an initial application for Units, to either receive the distributions, or have them reinvested into the relevant Sub-Fund by making a request in writing (a “**Distribution Reinvestment Mandate**”) to elect for the automatic reinvestment of all (but not part) of the net amount of distributions to be received by him in the purchase of further Units of the same Sub-Fund (including fractions of Units, if any). A Distribution Reinvestment Mandate once made shall apply to all of the Units of the relevant Sub-Fund then held by the same Holder at any particular time and such Distribution Reinvestment Mandate may only be withdrawn by the Holder giving the Managers not less than 30 days’ notice in writing prior to the date of any particular distribution. If a Holder has withdrawn the Distribution Reinvestment Mandate, the distribution to be made to such Holder shall be the relevant amount in cash available for distribution in respect of such Holder’s holding of Units.

Please see paragraph 23.2 for further details on distributions.

Investors should note that the making of distributions is at the absolute discretion of the Managers and that distributions are not guaranteed. The making of any distribution shall not be taken to imply that further distributions will be made. The Managers reserve the right to vary the frequency and/or

² “**Business Day**” means a day (other than Saturday, Sunday or a gazetted public holiday) on which commercial banks are open for business (in the case of Global Real Estate Securities Fund) in Singapore and (in the case of Asia Pacific Real Estate Income Fund) in Singapore and Japan, or any other day as the Managers and the Trustee may agree in writing.

amount of distributions. Distributions from a Sub-Fund may be made out of income and/or capital gains and (in the event that income and/or capital gains are insufficient) out of the capital of the relevant Sub-Fund.

Investors should also note that the declaration and/or payment of distributions (whether out of capital or otherwise) may have the effect of lowering the net asset value of the relevant Sub-Fund.

7.4 Authorised Investments

- (a) The authorised investments of each Sub-Fund (“**Authorised Investments**”) are any of the following Investments:
- (i) any Quoted Investment which is selected by the Managers for the purpose of investment of the Deposited Property of the relevant Sub-Fund;
 - (ii) any Investment in respect of which an application for listing or permission to deal has been made to a Recognised Market and the subscription for or purchase of which is either conditional upon such listing or permission to deal being granted within a specified period not exceeding twelve weeks (or such other period as may be agreed between the Managers and the Trustee) or in respect of which the Managers are satisfied that the subscriptions or other transactions will be cancelled if the application is refused;
 - (iii) any Unquoted Investment which is selected by the Managers for the purpose of investment of the Deposited Property of the relevant Sub-Fund;
 - (iv) any Investment which is a unit in any unit trust scheme or a share or participation in an open-ended mutual fund or other collective investment scheme;
 - (v) the currency of any country or any contract for the spot purchase or sale of any such currency or any forward contract of such currency;
 - (vi) any Investment denominated in any currency;
 - (vii) any Investment which is a future, option, forward, swap, collar, floor or other derivative; and
 - (viii) any Investment which is not covered by sub-paragraphs (i) to (vii) above selected by the Managers and approved by the Trustee.

The Investments described in sub-paragraphs (v) and (vii) above shall be used solely for the purposes of hedging existing positions in a portfolio or efficient portfolio management.

Investors should note that both Sub-Funds intend to use or invest in financial derivatives. Further information is set out in paragraph 7.4(c) of this Prospectus.

- (b) The investment guidelines and borrowing limits for collective investment schemes as set out in Appendix 1 of the Code shall apply to the Sub-Funds. The latest version of the Code may be found at the Authority’s website: www.mas.gov.sg.
- (c) Risk management procedures of the Managers relating to the use of financial derivative instruments
- (i) The Managers may use or invest in financial derivative instruments (including those described in paragraphs 7.4(a)(v) and (vii)) (“**FDIs**”) in respect of the Sub-Funds for the purposes of hedging existing positions in a portfolio, efficient portfolio management or a combination of both purposes.
 - (ii) The Managers will ensure that the global exposure of each Sub-Fund to FDIs or embedded FDIs will not at any time exceed 100% of the net asset value of the Deposited Property of the relevant Sub-Fund. The Managers will apply a commitment approach to determine the relevant Sub-Fund’s global exposure to FDIs by converting the positions in the FDIs into equivalent positions in the underlying assets of those FDIs and will calculate such exposure in accordance with the provisions of the Code.

- (iii) Description of risk management and compliance procedures and controls adopted by the Managers:
- (A) The Managers will implement various procedures and controls to manage the risk of the assets of each Sub-Fund. The decision to invest in any particular security or instrument on behalf of a Sub-Fund will reflect the Managers' judgment of the benefit of such transactions to the relevant Sub-Fund and will be consistent with the relevant Sub-Fund's investment objective in terms of risk and return.
 - (B) *Execution of Trades.* Prior to each trade, the Managers will ensure that the intended trade will comply with the stated investment objective, focus, approach and restrictions (if any) of the relevant Sub-Fund, and that best execution and fair allocation of trades are done. The Managers' middle office department will conduct periodic checks to ensure compliance with the investment objective, focus, approach and restrictions (if any) of the relevant Sub-Fund. In the event of any non-compliance, the Managers' middle office department is empowered to instruct the relevant officers to rectify the same. Any non-compliance will be reported to higher management and monitored for rectification.
 - (C) *Liquidity.* In the event of unexpectedly large realisations of Units in a Sub-Fund, there may be a possibility that the assets of the Sub-Fund may be forced to be liquidated at below their fair and expected value, especially in illiquid public exchanges or over-the-counter markets. The Managers will ensure that a sufficient portion of each Sub-Fund will be in liquid assets such as cash and cash-equivalents to meet expected realisations, net of new subscriptions.
 - (D) *Counterparty exposure.* A Sub-Fund may have credit exposure to counterparties by virtue of the positions in financial instruments (including FDIs) held by the Sub-Fund. To the extent that a counterparty defaults on its obligations and the Sub-Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its assets and in its income stream and incur extra costs associated with the exercise of its financial rights. Subject to the provisions of the Code, the Managers will restrict their dealings with counterparties to entities that have a minimum long-term issuer credit rating of above BB+ by Standard and Poor's, an individual rating of above C by Fitch Inc., a financial strength rating of above C by Moody's Investors Service, or an equivalent rating from any other reputable rating agency. If any approved counterparty fails this criterion subsequently, the Managers will take steps to unwind the relevant Sub-Fund's position with that counterparty as soon as practicable.
 - (E) *Volatility.* To the extent that a Sub-Fund has exposure to FDIs that allow a larger amount of exposure to a security for no or a smaller initial payment than the case where the investment is made directly into the underlying security, the value of the Sub-Fund's assets will have a higher degree of volatility. A Sub-Fund may use FDIs for hedging purposes to reduce the overall volatility of the value of its assets. At the same time, the Managers will ensure that the global exposure of a Sub-Fund to FDIs and embedded FDIs will not exceed the net asset value of that Sub-Fund, as stated in sub-paragraph (c)(ii) above.
 - (F) *Valuation.* A Sub-Fund may have exposure to over-the-counter FDIs that are difficult to value accurately, particularly if there are complex positions involved. The Managers will ensure that independent means of verifying the fair value of such instruments are available, and will conduct such verification at an appropriate frequency.
- (iv) The Managers will ensure that the risk management and compliance procedures and controls adopted by them are adequate and have been implemented, and that they have the necessary expertise to control and manage the risks relating to the use of FDIs. The Managers may modify the risk management and compliance procedures and controls as they deem fit and in the interests of each Sub-Fund, but subject always to the provisions of the Code.
- (v) Each Sub-Fund may net its over-the-counter financial derivative positions with a counterparty through bilateral contracts for novation or other bilateral agreements with the counterparty, provided that such netting arrangements satisfy the relevant conditions described in the Code, and that the Managers will obtain, or have obtained (as applicable), the legal opinions as stipulated in the Code.

- (vi) Where a Sub-Fund uses or invests in financial derivatives on commodities, all such transactions shall be settled in cash at all times.

7.5 Product Suitability

- (a) Global Real Estate Securities Fund is only suitable for investors who:
- (i) seek income and capital appreciation over time; and
 - (ii) are comfortable with the risks of a fund which invests mainly in global real estate securities.
- (b) Asia Pacific Real Estate Income Fund is only suitable for investors who:
- (i) seek a total return consisting of income and capital appreciation over the medium to long term; and
 - (ii) are comfortable with the risks of a fund which invests mainly in REITs listed in the Asia Pacific region (including Japan, Australia and New Zealand).

8. INCLUSION UNDER THE CPF INVESTMENT SCHEME

None of the Sub-Funds are included by the CPF Board for investment under the CPF Investment Scheme (“CPFIS”).

9. FEES AND CHARGES

9.1 Fees and charges table in respect of each Sub-Fund:

Fees payable by a Holder	
Subscription Fee	For Units subscribed with cash and (if available) Supplementary Retirement Scheme (“SRS”) monies: Currently 5%; maximum 5%.
Realisation Fee	Currently 0%; maximum 5%.
Switching Fee ⁽¹⁾	Currently 1%.
Fees payable by each Sub-Fund to the Managers, Trustee and other parties	
Management Fee	<u>Global Real Estate Securities Fund</u> Currently 1.3% p.a.; maximum 2% p.a.. <u>Asia Pacific Real Estate Income Fund (all Classes)</u> Currently 1.5% p.a.; maximum 2% p.a..
Trustee Fee	Currently not more than 0.05% p.a., subject always to a minimum of S\$5,000 p.a.; maximum 0.2% p.a..
Registrar and Transfer Agent Fee	The higher of S\$15,000 p.a. or 0.125% p.a., subject always to a maximum of S\$25,000 p.a..
Valuation and Accounting Fees	0.125% p.a..
Audit fee ⁽²⁾ (payable to the Auditors), custodian and transaction fees ⁽³⁾ (payable to the Custodian), transaction costs ⁽⁴⁾ and other fees and charges ⁽⁵⁾	Subject to agreement with the relevant parties. Each fee or charge may amount to or exceed 0.1% p.a., depending on the proportion that each fee or charge bears to the net asset value of the relevant Sub-Fund.

⁽¹⁾ In the case of a switch of Units in a Sub-Fund to units of any other fund managed by the Managers (“**New Fund**”), the switching fee referred to relates to the 1% subscription fee imposed by the Managers for investment into the New Fund. Such 1% switching fee would, in the case of a New Fund which normally imposes a subscription fee of more than 1%, effectively translate to a discount of the subscription fee of the New Fund.

⁽²⁾ The audit fee payable is subject to agreement with the Auditors in respect of each Sub-Fund for the relevant financial year. Based on the audited accounts and the average net asset value of each Sub-Fund for the financial year ended 30 June 2014, the audit fee of each Sub-Fund in that financial year is set out below:

- | | | | |
|-----|--------------------------------------|---|-------|
| (a) | Global Real Estate Securities Fund | : | 0.17% |
| (b) | Asia Pacific Real Estate Income Fund | : | 0.16% |

⁽³⁾ The custodian fee payable is subject to agreement with the Custodian and does not include any transaction fees payable to the Custodian in respect of the investments of the relevant Sub-Fund, which will depend on the number of transactions carried out and the place at which such transactions are effected in relation to the relevant Sub-Fund. Under the Deed, the custodian fee for Global Real Estate Securities Fund is subject to a maximum of 0.3% per annum. Based on the audited accounts and the average net asset value of each Sub-Fund for the financial year ended 30 June 2014, the custodian fee and the transaction fees for each Sub-Fund in that financial year is set out below:

		Custodian fee	Transaction fees
(a)	Global Real Estate Securities Fund	0.17%	Nil
(b)	Asia Pacific Real Estate Income Fund	did not amount to or exceed 0.1% in that financial year	

⁽⁴⁾ Transaction costs which do not include the transaction fees mentioned above include all expenses relating to the purchase and sale of financial instruments. Based on the audited accounts and the average net asset value of each Sub-Fund for the financial year ended 30 June 2014, the transaction costs for each Sub-Fund in that financial year are set out below:

- | | | | |
|-----|--------------------------------------|---|-------|
| (a) | Global Real Estate Securities Fund | : | 0.4% |
| (b) | Asia Pacific Real Estate Income Fund | : | 1.04% |

⁽⁵⁾ Other fees and charges include printing costs, legal and professional fees, goods and services tax and other out-of-pocket expenses. Based on the audited accounts and the average net asset value of each Sub-Fund for the financial year ended 30 June 2014, the aggregate of such fees and charges for each Sub-Fund in that financial year are set out below:

- | | | | |
|-----|--------------------------------------|---|-------|
| (a) | Global Real Estate Securities Fund | : | 0.49% |
| (b) | Asia Pacific Real Estate Income Fund | : | 0.17% |

- 9.2 As required by the Code, all marketing, promotional and advertising expenses in relation to each Sub-Fund will be borne by the Managers and not charged to or borne by the Deposited Property of the relevant Sub-Fund.
- 9.3 The Subscription Fee and Realisation Fee will be retained by the Managers for their own benefit, and will not form part of the Deposited Property of the relevant Sub-Fund. All or part of the Subscription Fee may also be paid to or retained by authorised agents or distributors of the Managers. Any other commission, remuneration or sum payable to such authorised agents or distributors in respect of the marketing of Units will be paid by the Managers. Investors should also note that the authorised agents and distributors of the Managers through whom the investors subscribe for Units may (depending on the specific nature of services provided) impose other fees and charges that are not disclosed in this Prospectus, and investors should check with the relevant agent or distributor on such fees and charges, if any.
- 9.4 The Managers may at any time differentiate between applicants as to the amount of the Subscription Fee, Realisation Fee, Switching Fee and other charges (if any), payable upon the issue, realisation or switch of Units or allow to investors discounts on such basis and to such extent as they may think fit or to waive such fees and charges.
- 9.5 Each of the Sub-Funds may invest in REITs. Fees and charges payable by such underlying REITs include, without limitation, management fees, trustee fees, performance fees, property and/or lease management fees, acquisition fees, divestment fees, commissions (which may consist of underwriting and selling commissions payable to the underwriters of the REITs), development management fees and project management fees. For the avoidance of doubt, such fees and charges are not borne by the Deposited Property of the relevant Sub-Fund but are instead payable out of the assets of the underlying REITs and may therefore affect the net asset value of the underlying REITs.

10. RISKS

10.1 General risks

Investment in the Sub-Funds are meant to produce returns over the medium to long term (as applicable). Investors should not expect to obtain short-term gains from such investments. In particular, investors should be aware that the difference at any one time between the issue and realisation price of Units means that an investment in any Sub-Fund should be viewed as medium to long term. An investment in any of the Sub-Funds should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

The value of the Units, prices of the Units and the income from them, may fall or rise and investors may not get back their original investment.

There is no guarantee that the investment objectives of the Sub-Funds will be achieved. Investors should consider and satisfy themselves as to the risks of investing in any of the Sub-Funds. Generally, some of the risk factors that should be considered by investors are market risks, foreign exchange risks, currency risks and political risks. Some of the markets or exchanges on which the Sub-Funds may invest in may prove to be illiquid or highly volatile from time to time and this may affect the price at which the Sub-Funds may liquidate its positions to meet realisation requests.

10.2 Specific risks

(a) Political and/or regulatory risks

The value of a Sub-Fund's Deposited Property may be affected by uncertainties such as international political developments, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investment may be made. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets. Foreign ownership restrictions in some markets may mean that corporate actions entitlements in relation to any collective investment schemes or other investments the Sub-Fund is invested into may not always be secured or may be restricted.

(b) Equity risk

A Sub-Fund may invest in stocks and other equity securities which are subject to market risks that historically have resulted in greater price volatility than that experienced by bonds and other fixed income securities. This in turn may affect the value or volatility of the Sub-Fund.

(c) Derivatives and portfolio management risk

The Managers may engage in various portfolio strategies on behalf of a Sub-Fund by the use of FDIs for hedging existing positions in a portfolio, efficient portfolio management, or a combination of both purposes. Such FDIs may include futures and options. In the case of futures, due to their nature, cash to meet initial and future margin deposits may be held by a broker with whom the Sub-Fund has an open position. In the case of options, on execution of an option the Sub-Fund may pay a premium to a counterparty. In the event of bankruptcy of the broker or counterparty (as the case may be) margin deposits or the option premium (as the case may be) may be lost in addition to any unrealised gains where the contract is "in the money". Please see [paragraph 7.4\(c\)](#) for more information on the risk management procedures of the Managers on the use of FDIs.

(d) Foreign exchange/currency risk

The Sub-Funds may invest its assets in securities denominated in a wide range of currencies, some of which may not be freely convertible. The net asset value of the Deposited Property of a Sub-Fund, as expressed in Singapore Dollars, will fluctuate in accordance with the changes in the foreign exchange rate between the Singapore Dollar and the currencies in which the Sub-Fund's investments are denominated. The Sub-Funds may therefore be exposed to a foreign exchange/currency risk.

Depending on market conditions, the Managers may hedge against the consequent foreign exchange/currency risk exposure by entering into one or more foreign exchange forward contracts and/or cross currency swap transactions. However, the currency exposure of any Sub-Fund may not be fully hedged depending on circumstances of each case. Such circumstances include but are not limited to the outlook, hedging costs and market liquidity of the relevant currency.

Additionally, a Sub-Fund may have Classes of Units that are denominated in currencies other than the base currency of the Sub-Fund. For instance, Class USD Units of Asia Pacific Real Estate Income Fund are denominated in US Dollars, which is not the base currency of Asia Pacific Real Estate Income Fund. Changes in the exchange rate between the base currency of the Sub-Fund and the currency of denomination of any such Class may adversely affect the value of the Units of such Class, as expressed in the currency of denomination of the Class. Subject to the same considerations in the foregoing subparagraph, the Managers may or may not mitigate the exchange rate risks to the extent of the value of the assets of the Sub-Fund attributed to such Class by hedging such exchange rate risks, and to the extent that they do not do so, investors will be exposed to exchange rate risks. Investors should note that although a financial instrument used to mitigate the exchange rate risks of a Class may not be used in relation to the other Classes of Units within the Sub-Fund, the financial instrument will comprise the assets (or liabilities) of the Sub-Fund as a whole. The gains (or losses) on and the costs of the relevant financial instruments will, however, accrue solely to the relevant Class of Units of the Sub-Fund.

(e) Premium risk

Where a Sub-Fund acquires or values securities in the over-the-counter market there is no guarantee that the Sub-Fund will be able to realise such securities at a premium due to the nature of the over-the-counter market.

(f) Counterparty, broker and settlement considerations

To the extent a Sub-Fund enters into over-the-counter transactions, the Sub-Fund is exposed to the risk that a counterparty may default on its obligations to perform under a particular contract. In the event of a bankruptcy or insolvency of a counterparty, the Sub-Fund could experience delays in liquidating an investment and may therefore incur significant losses, including losses resulting from a decline in the value of the investment during the period in which the Sub-Fund seeks to enforce its rights. The Sub-Fund may also be unable to realise any gains on the investment during such period and may incur fees and expenses to enforce its rights. There is also a possibility that the contracts may be terminated due to, for instance, bankruptcy, supervening illegality or change in the tax or accounting laws relative to those laws existing at the time the contracts were entered into.

A Sub-Fund will also be exposed to a credit risk on parties with whom it trades securities, and may also bear the risk of settlement default, in particular in relation to debt securities such as bonds, notes and similar debt obligations or instruments. Investors should also note that settlement mechanisms in emerging markets are generally less developed and reliable than those in more developed countries and that this therefore increases the risk of settlement default, which could result in substantial losses for the Sub-Fund in respect to investments in emerging markets. Investors should also note that the securities of small capitalisation companies as well as the securities of companies domiciled in emerging markets are less liquid and more volatile than more developed stock markets and this may result in fluctuations in the price of the Units.

The Managers may engage the services of third party securities brokers and dealers to acquire or dispose the investments of a Sub-Fund and to clear and settle its exchange traded securities trades. In selecting brokers and dealers and in negotiating any commission involved in its transactions, the Managers consider, amongst other things, the range and quality of the professional services provided by such brokers and dealers, its credit standing, and the licensing or regulated status of such brokers and dealers.

It is possible that the brokers or dealers with which a Sub-Fund does business may encounter financial difficulties that may impair the operational capabilities of the Sub-Fund. In the event that one of these brokers or dealers were to fail or become insolvent, there is a risk that the Sub-Fund's orders may not be transmitted or executed and its outstanding trades made through the broker or dealer may not settle.

(g) Emerging markets risk

A Sub-Fund may invest in equity securities of companies in emerging markets. Such securities may involve a high degree of risk and may be considered speculative. Such risks include (i) greater risk of expropriation, confiscatory taxation, nationalisation, and social, political and economic instability; (ii) the current small size of the markets for securities of emerging market issuers and the currently low or non-existent volume of trading, resulting in lack of liquidity and in price volatility, (iii) certain national policies which may restrict the Sub-Fund's investment opportunities including restrictions on investing in issuers or industries deemed sensitive to relevant national interests; and (iv) the absence of developed legal structures governing private or foreign investment and private property.

(h) Debt securities risks

A Sub-Fund may invest in debt securities of companies. Such investments may be subject to the risk of interest rate fluctuations. The prices of the Sub-Fund's debt securities may go up or down in response to such fluctuations and consequently, the value of the Sub-Fund will fluctuate as interest rates fluctuate. Additionally, debt securities are subject to credit risks, such as risk of default by issuers.

(i) Real estate risk

The real estate investments of the REITs, companies or other entities (“**real estate entities**”) which each Sub-Fund invests in are subject to varying degrees of risk. The yields available from investments in real estate depend on the amount of income and capital appreciation generated by the relevant properties. Income and real estate values may also be adversely affected by such factors as applicable laws, interest rate levels, and the availability of financing. If the properties do not generate sufficient income to meet operating expenses, including, where applicable, debt service, ground lease payments, tenant improvements, third-party leasing commissions and other capital expenditures, the income and ability of the real estate entity to make payments of any interest and principal on its debt securities or dividends on its equity securities will be adversely affected. In addition, real property may be subject to the quality of credit extended and defaults by borrowers and tenants. The performance of the economy in each of the regions in which the real estate owned by the portfolio entity is located affects occupancy, market rental rates and expenses and, consequently, has an impact on the income from such properties and their underlying values. The financial results of major local employers also may have an impact on the cash flow and value of certain properties. In addition, real estate investments are relatively illiquid and, therefore, the ability of real estate entities to vary their portfolios promptly in response to changes in economic or other conditions is limited. A real estate entity may also have joint venture investments in certain of its properties, and consequently, its ability to control decisions relating to such properties may be limited. Real estate entities may also be subject to the local and international economic climate and, in particular, conditions in the real estate market which may reflect an oversupply of, or reduced demand for, that particular piece of real estate, changes in market rental rates, operating expenses, increases in property taxes on the property, changes in zoning laws, environmental risks and property depreciation over time.

Real estate investments are also subject to risks which are specific to the investment sector or type of property in which the real estate entities operate or are involved in.

(i) Retail properties

Retail properties are affected by the overall health of the local economy. A retail property may be adversely affected by the growth of alternative forms of retailing, bankruptcy, decline in drawing power, a shift in consumer demand due to demographic changes and/or changes in consumer preference (for example, to discount retailers) and spending patterns. A retail property may also be adversely affected if an anchor or significant tenant ceases operation at such location, voluntarily or otherwise. Certain tenants at retail properties may be entitled to terminate their leases if an anchor tenant ceases operations at such property.

(ii) Office properties

Office properties generally require their owners to expend significant amounts for general capital improvements, tenant improvements and costs of reletting space. In addition, office properties that are not equipped to accommodate the needs of modern businesses may become functionally obsolete and thus non-competitive. Office properties may also be adversely affected if there is an economic decline in the businesses operated by their tenants. The risks of such adverse effects are increased if the property revenue is dependent on a single tenant or if there is a significant concentration of tenants in a particular business or industry.

(iii) Hotel properties

The risks of hotel properties include, among other things, the necessity of a high level of continuing capital expenditures to keep necessary furniture, fixtures and equipment updated, competition from other hotels, increases in operating costs (which increases may not necessarily be offset in the future by increased room rates), dependence on business and commercial travelers and tourism, increases in fuel costs and other expenses of travel, changes to regulation of operating liquor and other licenses, and adverse effects of general and local economic conditions. Due to the fact that hotel rooms are generally rented for short periods of time, hotel properties tend to be more sensitive to adverse economic conditions and competition than many other commercial properties.

Also, hotels may be operated pursuant to franchise, management and operating agreements that may be terminable by the franchiser, the manager or the operator. On the other hand, it may be difficult to terminate an ineffective operator of a hotel property subsequent to a foreclosure of such property.

(iv) Healthcare properties

Healthcare properties and healthcare providers are affected by several significant factors, including laws governing licenses, certification, adequacy of care, pharmaceutical distribution, rates, equipment, personnel and other factors regarding operations; continued availability of revenue from government reimbursement programs; and competition in terms of appearance, reputation, quality and cost of care with similar properties on a local and regional basis.

These governmental laws and regulations are subject to frequent and substantial changes resulting from legislation, adoption of rules and regulations, and administrative and judicial interpretations of existing law. Changes may also be applied retroactively and the timing of such changes cannot be predicted. The failure of any healthcare operator to comply with governmental laws and regulations may affect its ability to operate its facility or receive government reimbursement. In addition, in the event that a tenant is in default on its lease, a new operator or purchaser at a foreclosure sale will have to apply in its own right for all relevant licenses if such new operator does not already hold such licenses. There can be no assurance that such new licenses could be obtained, and consequently, there can be no assurance that any healthcare property subject to foreclosure will be disposed of in a timely manner.

(v) Multifamily properties

The value and successful operation of a multifamily property may be affected by a number of factors such as the location of the property, the ability of management to provide adequate maintenance and insurance, types of services provided by the property, the level of mortgage rates, presence of competing properties, the relocation of tenants to new projects with better amenities, adverse economic conditions in the locale, the amount of rent charged, and oversupply of units due to new construction. In addition, multifamily properties may be subject to rent control laws or other laws affecting such properties, which could impact the future cash flows of such properties.

(vi) Community centres

Community centre properties are dependent upon the successful operations and financial condition of their tenants, particularly certain of their major tenants, and could be adversely affected by bankruptcy of those tenants. In some cases, a tenant may have a significant number of leases in one community centre and the filing of bankruptcy could cause significant revenue loss. Like others in the commercial real estate industry, community centres are subject to environmental risks and interest rate risk.

They also face the need to enter into new leases or renew leases on favorable terms to generate rental revenues. Community centre properties could be adversely affected by changes in the local markets where their properties are located, as well as by adverse changes in national and local economic and market conditions.

(vii) Self-storage properties

The value and successful operation of a self-storage property may be affected by a number of factors, such as the ability of the management team, the location of the property, the presence of competing properties, changes in traffic patterns, and adverse effects of national and local economic conditions in general with respect to rental rates and occupancy levels.

(j) Exceptional market conditions

Under certain market conditions, it may be difficult or impossible to liquidate or rebalance positions. For example, this may occur during volatile markets or crisis situations or where trading under the rules of the relevant stock exchange is suspended, restricted or otherwise impaired. During such times, a Sub-Fund may be unable to dispose of certain assets due to thin trading or lack of a market or buyers. Placing a stop-loss order may not necessarily limit a Sub-Fund's losses to intended amounts as market conditions may make it impossible to execute such an order at the ideal price. In addition, such circumstances may force the Sub-Fund to dispose of assets at reduced prices, thereby adversely affecting the Sub-Fund's performance. Further, such investments may be difficult to value with any degree of accuracy or certainty. The dumping of securities in the market could further deflate prices. If a Sub-Fund incurs substantial trading losses, the need for liquidity could rise sharply at the same time that access to liquidity is impaired. Further, in a market downturn, a Sub-Fund's counterparties' financial conditions could be weakened, thereby increasing the Sub-Fund's credit risk.

(k) Actions of institutional investors

The Managers may accept subscriptions from institutional investors and such subscriptions may constitute a large portion of the total investments in a Sub-Fund. Whilst these institutional investors will not have any control over the Managers' investment decisions, the actions of such investors may have a material effect on the Sub-Fund. For example, substantial realisations of Units by an institutional investor over a short period of time could necessitate the liquidation of the Sub-Fund's assets at a time and in a manner which does not provide maximum economic advantage to the Sub-Fund and which could therefore adversely affect the value of the Sub-Fund's assets.

(l) Risk of investing in a regional fund

The investment focus of a Sub-Fund may be limited geographically. Investors should be aware that investment in a regional fund (such as Asia Pacific Real Estate Income Fund), which may present greater opportunities and potential for capital appreciation, may also be subject to higher risks as it may be less diversified than a global portfolio.

(m) Risks relating to distributions

A Sub-Fund may from time to time make distributions to Holders. Such distributions are at the absolute discretion of the Managers and are not guaranteed. Distributions may be made from dividend/interest income and capital gains derived from the investments of the relevant Sub-Fund. Dividend/interest income may be adversely affected by events such as (but not limited to) investee entities suffering unexpected losses and/or paying lower than expected dividends, and adverse currency exchange rate

fluctuations. In the event that distributable income and/or capital gains are insufficient, distributions may be made out of the capital of the relevant Sub-Fund. Investors should note that the declaration and/or payment of distributions (whether out of income, capital gains, capital or otherwise) may have the effect of lowering the net asset value of the relevant Sub-Fund. Moreover, distributions out of the capital of the relevant Sub-Fund may amount to a reduction of part of the original investment. Such distributions may also result in reduced future returns to Holders.

The above should not be considered to be an exhaustive list of the risks which potential investors should consider before investing in any Sub-Fund. Potential investors should be aware that an investment in any Sub-Fund may be exposed to other risks of an exceptional nature from time to time.

11. SUBSCRIPTION AND ISSUE OF UNITS

11.1 How Units may be subscribed and paid for

Application for Units may be made by submitting an application form (which may be obtained from authorised agents or distributors of the Managers) to any of the authorised agents or distributors of the Managers, or through automated teller machines (“ATMs”) (as and when ATM applications are made available by the Managers or their authorised agents or distributors, if applicable), or any website designated by the Managers or any other sales channel, if applicable. The acceptance or non-acceptance of applications for Units shall be at the absolute discretion of the Managers acting in consultation with the Trustee and in the best interests of the Sub-Fund.

Applications should be accompanied by such documents as may be required, with the subscription monies in full, failing which the Managers reserve the right to reject the relevant application. Applicants may make payment for Units by telegraphic transfer and should contact the Managers for details regarding such payment. All bank charges incurred in respect of a telegraphic transfer shall be borne by the applicant.

Investors have a choice of paying for Units with cash or SRS monies (where applicable).

Investments in Units in any Sub-Fund (or any Class thereof) using SRS monies is subject to availability and investors should check with their SRS operator bank whether such investment is available before deciding on any investment using SRS monies. Investors wishing to use their SRS monies to purchase Units must indicate this on the relevant application form which contains the relevant investor’s instructions to his SRS operator bank to withdraw from his SRS account the subscription monies in respect of the Units applied for.

The Managers will be entitled to convert the issue price of Units to a foreign currency at the applicable Rate of Exchange³. The cost of the currency exchange, if any, will be borne by the investor. Currently, the Managers accept the purchase of Units in Global Real Estate Securities Fund in both Singapore Dollars and US Dollars, and will quote the issue price of Units in Global Real Estate Securities Fund in Singapore Dollars and its equivalent in US Dollars at the applicable Rate of Exchange. Investors who paid for their Units in Global Real Estate Securities Fund in Singapore Dollars will have their Units issued at the relevant issue price quoted in Singapore Dollars, and investors who paid for their Units in Global Real Estate Securities Fund in US Dollars will have their Units issued at the relevant issue price in US Dollars. As Global Real Estate Securities Fund is denominated in Singapore Dollars, investors should note that any subscription monies paid in US Dollars will be converted to Singapore Dollars at the applicable Rate of Exchange prior to such subscription monies being invested in Global Real Estate Securities Fund, and the costs of such currency exchange, if any, will be borne by the investor.

Units in each Class of Asia Pacific Real Estate Income Fund may only be purchased in its currency of denomination. The Managers will quote the issue price of each available Class in its currency of denomination.

In future, the Managers may accept the purchase of Units in any or all of the Sub-Funds (or Classes thereof) in any other foreign currency and will in such event, quote the issue price in such currency at the applicable Rate of Exchange. The Managers may also accept payment in any other currency from time to time at its sole discretion. Acceptance of subscriptions in currencies other than Singapore Dollars is at the discretion of the

³ “Rate of Exchange” means such exchange rate (whether official or otherwise) which the Managers, after consultation with the Trustee or in accordance with a method approved by the Trustee, deem appropriate in all circumstances.

Managers and subject to such additional terms as they may impose from time to time. Investors should also be aware of the foreign exchange and currency risks of investing in any Sub-Fund or Class, which is summarised in [paragraph 10.2\(d\)](#) above.

Units will generally only be issued when subscription monies have been received by the Trustee on a cleared funds basis in the relevant currency, although the Managers may at their discretion issue Units before receiving full payment in cleared funds or, if required, conversion to the relevant currency.

For compliance with anti-money laundering laws and guidelines, the Managers or their authorised agents or distributors reserve the right to request such information or documents as is necessary to verify the identity of an applicant.

11.2 Minimum initial subscription and minimum subsequent subscription amounts

- (a) The minimum initial subscription and minimum subsequent subscription amounts for each Sub-Fund or Class thereof (if any) are as follows:

Sub-Fund/Class		Minimum initial subscription amount	Minimum subsequent subscription amount
Global Real Estate Securities Fund		S\$1,000*	S\$500*
Asia Pacific Real Estate Income Fund	Class SGD Acc / Dist	S\$1,000	S\$500
	Class USD Acc / Dist	US\$1,000	US\$500
	Class JPY Acc / Dist	At the Managers' discretion.	At the Managers' discretion.

*(or, where payment is made in US Dollars, US\$1,000 (minimum initial subscription) and US\$500 (minimum subsequent subscription), where applicable) or its equivalent in such other currencies at the applicable Rate of Exchange, as the Managers may decide.

The Managers may from time to time revise the minimum initial subscription amounts and the minimum subsequent subscription amounts upon giving prior notice to the Trustee.

Investors should also note that the authorised agents and distributors of the Managers may impose a higher minimum initial or subsequent subscription amount. Investors should therefore check with the relevant authorised agents or distributors before submitting their subscription applications.

11.3 Issue Price

Units are issued on a forward pricing basis. Therefore, the issue price (the “**Issue Price**”) of the Units shall not be ascertainable at the time an application is made.

The Issue Price per Unit of any Sub-Fund (or Class of the Sub-Fund) shall be ascertained by calculating the net asset value as at the Valuation Point⁴ in relation to the Dealing Day⁵ on which such issue occurs of the proportion of the Deposited Property of the relevant Sub-Fund represented by one Unit of such Sub-Fund (or in the case of a Class of the Sub-Fund, represented by one Unit of the relevant Class) and truncating the resultant total amount to 3 decimal places (or such other method of calculation and adjustment or number of decimal places as the Managers shall determine with the approval of the Trustee). The Managers may, if so required, charge a Subscription Fee which is deducted from the total amount paid by the investor for the subscription of Units (the “**Gross Investment Amount**”) of the relevant Sub-Fund, and the resultant amount (the “**Net Investment Amount**”) will be applied towards the subscription of Units of the relevant Sub-Fund.

⁴ “**Valuation Point**” means the close of business of the last relevant market in relation to the relevant Dealing Day on which the net asset value of a Sub-Fund or Class (as the case may be) is to be determined pursuant to the provisions of the Deed or such other time as the Managers may determine with the approval of the Trustee who shall decide if a notice to notify the Holders of such change is required.

⁵ “**Dealing Day**”, in connection with the issuance, cancellation, valuation and realisation of Units of a Sub-Fund, means every Business Day or such other day or days at such intervals as the Managers may from time to time determine with the prior consultation of the Trustee provided that reasonable notice of any such determination shall be given by the Managers to all Holders at such time and in such manner as the Trustee may approve. If on any day which would otherwise be a Dealing Day, the recognised stock exchange or over-the-counter market on which investments of the relevant Sub-Fund having in aggregate values amounting to at least 50% of the value of the assets of the relevant Sub-Fund (as at the relevant Valuation Point) are quoted, listed or dealt in is not open for normal trading, the Managers may determine that that day shall not be a Dealing Day.

The Subscription Fee will be retained by the Managers for their own benefit and the amount of adjustment will be retained by the relevant Sub-Fund. The Managers' policy in relation to the valuation of the assets of the Sub-Funds is set out in paragraph 23.3 of this Prospectus.

The Managers may, in consultation with the Trustee and in accordance with the provisions of the Deed, make fixed price offers of Units from time to time.

No certificates for Units will be issued.

Any change to the method of determining the Issue Price will be effected with the consent of the Trustee, who will determine whether Holders should be informed of the change.

11.4 Pricing and Dealing Deadline

The Managers administer the Sub-Funds by stipulating the days on which transactions in Units are permitted, and the times by which (among other things) applications or instructions must be received for transactions in Units to take place as of a particular day or time.

The dealing deadline is 3 p.m. Singapore time on any Dealing Day ("**Dealing Deadline**"). Applications received and accepted by the Managers or their agents or distributors by the Dealing Deadline will be transacted on that day at that Dealing Day's Issue Price. Applications received and accepted by the Managers or their agents or distributors after the Dealing Deadline or on a day which is not a Dealing Day will be transacted on the next Dealing Day.

The Deed sets out the circumstances in which the issue of Units may be suspended. The relevant provisions are summarised in paragraph 17 of this Prospectus.

11.5 Numerical example of the computation of Units allotted

(a) For Global Real Estate Securities Fund

The following is an example of the number of Units an applicant will acquire based on a Gross Investment Amount of S\$1,000.00, a notional Issue Price of S\$1.000* and a notional Subscription Fee of 5%.

S\$1,000.00	-	S\$50.00	=	S\$950.00
Gross Investment Amount		Subscription Fee (5%)		Net Investment Amount
S\$950.00	÷	S\$1.000	=	950.00
Net Investment Amount		Issue Price		Number of Units allotted

* The example above is hypothetical and is not indicative of any future Issue Price. The actual Issue Price will fluctuate according to the then prevailing net asset value of the Sub-Fund.

(b) For Asia Pacific Real Estate Income Fund

The following is an example of the number of Asia Pacific Real Estate Income Fund - Class SGD Acc Units an applicant will acquire based on a Gross Investment Amount of S\$1,000.00, a notional Issue Price of S\$1.000* and a notional Subscription Fee of 5%.

S\$1,000.00	-	S\$50.00	=	S\$950.00
Gross Investment Amount		Subscription Fee (5%)		Net Investment Amount
S\$950.00	÷	S\$1.000	=	950.00
Net Investment Amount		Issue Price		Number of Units allotted

* The example above is hypothetical and is not indicative of any future Issue Price. The actual Issue Price will fluctuate according to the then prevailing net asset value of Asia Pacific Real Estate Income Fund - Class SGD Acc Units. Investors should note that the net asset value and/or Issue Price may differ in respect of the different Classes of Units in Asia Pacific Real Estate Income Fund.

The number of Units to be issued to an investor will be rounded down to 2 decimal places (the method of adjustment and the number of decimal places to which adjustment occurs may be varied by the Managers from time to time with the approval of the Trustee).

11.6 Confirmation of purchase

An investor who invests in a Sub-Fund will be sent a confirmation of his purchase within 5 Business Days for cash applications, and within 11 Business Days for SRS applications (where available), from the date of issue of Units.

12. **REGULAR SAVINGS PLAN**

Currently, a RSP is only available for Units in Global Real Estate Securities Fund and Asia Pacific Real Estate Income Fund - Class SGD Acc and Asia Pacific Real Estate Income Fund – Class SGD Dist. Some authorised agents and distributors of the Managers may make available RSPs for Units not specified in the foregoing and investors should contact the relevant authorised agent or distributor for further information on availability.

A Holder must have a minimum holding as specified in paragraph 13.2 (or such other number of Units as the Managers may determine from time to time) to join a RSP.

A Holder may opt to invest a minimum sum of S\$100 on a fixed day per month or S\$500 on a fixed day per quarter through Interbank GIRO payment (or such other amounts or in such other currencies as the Managers or the relevant authorised agent or distributor may determine from time to time).

For RSP using cash, Holders must complete an Interbank GIRO Form authorising the payment for the RSP (or such other form or method as the Managers or the relevant authorised agent or distributor may determine from time to time) and submit it together with the relevant application form as required by the authorised agent or distributor.

For RSP using SRS monies, the Holder must submit the relevant application form as required by the authorised agent or distributor. RSPs using SRS monies are subject to availability and investors should check with their SRS operator bank before deciding on any RSP using SRS monies.

Payment for the RSP will be debited from the account indicated on the relevant RSP transaction form on the 25th calendar day (or the next Business Day if that day is not a Business Day) of (i) each month (in the case of monthly RSP subscriptions); or (ii) the last month of each calendar quarter (in the case of quarterly RSP subscriptions), or in each case, such other day as the Managers or the relevant authorised agent or distributor may stipulate. The investment will be made on the same Business Day (or the next Dealing Day if that day is not a Dealing Day) after payment has been debited, with the allotment of Units made normally within 2 Business Days thereafter, or such other day as the Managers or the relevant authorised agent or distributor may stipulate.

In the event that the debit is unsuccessful, no investment will be made for that month or quarter (as the case may be). No notification relating to the unsuccessful debit will be sent to the relevant Holder. After 2 consecutive unsuccessful debits, the RSP will be terminated and no notification of such termination will be sent to the relevant Holder.

A Holder may terminate his participation in the RSP without penalty upon giving not less than 30 days' written notice to the Managers or the authorised agent or distributor from whom they applied for the RSP. The Managers or their authorised agents and distributors reserve the right to terminate or suspend the RSP at any time in their absolute discretion by giving at least 30 days' written notice to the affected Holders.

The Managers shall not assume any liability for any losses attributable to a Holder's participation in the RSP.

Investors should note that RSPs are currently only offered and operated directly by authorised agents and distributors of the Managers and that the terms and conditions of RSPs offered by each authorised agent or distributor (including the application and termination procedures, the minimum initial investment amount, the minimum periodic subscription amounts and the periodic basis for the RSP) may vary. Investors should contact the relevant authorised agent or distributor for details of the RSP offered before applying.

13. REALISATION OF UNITS

13.1 How Units may be realised

Holders may realise their Units on any Dealing Day. Requests for realisation of Units may be made by submitting realisation forms obtained from the Managers' authorised agents or distributors, or through ATMs (as and when ATM realisations are made available by the Managers or their authorised agents or distributors, if applicable), or any website designated by the Managers, or any other sales channels, if applicable. Requests for realisation of Units should be submitted through the authorised agent or distributor through whom Units were originally purchased.

The Managers may limit the total number of Units of each Sub-Fund or Class which Holders may realise on any Dealing Day in the circumstances described in paragraph 13.2A and realisations of Units may be suspended in the situations described in paragraph 17.

13.2 Minimum holding and minimum realisation amount

A Holder may realise his Units in full or partially, but will not be entitled to realise part of his holding of Units if, as a consequence of such realisation, his holding in the relevant Sub-Fund or Class would be reduced to less than the Minimum Holding for such Sub-Fund or Class. Where any realisation request would result in the Holder holding less than the Minimum Holding, the Managers may require such Holder to realise all of his holding of Units.

The “**Minimum Holding**” for each Sub-Fund or Class thereof (if any) is as follows (or, in each case, in such other currencies as the Managers may decide or such other amount as may from time to time be determined by the Managers):

Sub-Fund/Class		Minimum Holding
Global Real Estate Securities Fund		1,000 Units or such number of Units as may be purchased for S\$1,000 (or where the purchase was made in US Dollars, US\$1,000)
Asia Pacific Real Estate Income Fund	Class SGD Acc / Dist	1,000 Units or such number of Units as may be purchased for S\$1,000
	Class USD Acc / Dist	1,000 Units or such number of Units as may be purchased for US\$1,000
	Class JPY Acc / Dist	1,000 Units or such number of Units as may be purchased for the minimum initial subscription amount of the relevant Class

13.2A Limitation on realisation

The Managers may, with the approval of the Trustee, limit the total number of Units of any Sub-Fund or Class which Holders may realise and which the Managers are entitled to have cancelled pursuant to Clauses 14, 14A or 15 of the Deed on any Dealing Day to 10% of the total number of Units of the relevant Sub-Fund or Class then in issue (disregarding any Units of that Sub-Fund or Class which have been agreed to be issued), such limitation to be applied pro rata to all Holders of that Sub-Fund or Class who have validly requested realisations in relation to their Units of that Sub-Fund or Class on such Dealing Day and the Managers so that the proportion realised of each holding in that Sub-Fund or Class so requested to be realised or cancelled pursuant to Clauses 14, 14A or 15.7 of the Deed is the same for all Holders of that Sub-Fund or Class and the Managers. Any Units of that Sub-Fund or Class which, by virtue of the powers conferred on the Managers by Clause 15.7 of the Deed, are not realised or cancelled (as the case may be) shall be realised or cancelled (subject to any further application of the provisions of Clause 15.7 of the Deed) on the next succeeding Dealing Day Provided That if on such next succeeding Dealing Day, the total number of Units of that Sub-Fund or Class to be cancelled or realised (as the case may be), including those carried forward from any earlier Dealing Day, exceeds such limit, the Managers may further carry forward the requests for realisation or cancellation (as the case may be) in relation to that Sub-Fund or Class until such time as the total number of Units of that Sub-Fund or Class to be realised or cancelled (as the case may be) on a Dealing Day fall within such limit. If realisation requests in relation to that Sub-Fund or Class are carried forward as aforesaid, the Managers shall give notice to the Holders of that Sub-Fund or Class affected thereby within 7 days that such Units have not been realised or

cancelled and that (subject as aforesaid) they shall be realised or cancelled on the next succeeding Dealing Day. Requests for realisations which have been carried forward from an earlier Dealing Day shall be dealt with in priority to later requests.

Realisations of Units may be suspended in the situations described in paragraph 17.

13.3 Dealing deadline and pricing basis

Requests for realisation of Units received and accepted by the Managers or their authorised agents or distributors by way of realisation forms (or in such other form or manner as may be approved from time to time by the Managers) by the Dealing Deadline (i.e. 3 p.m. Singapore time on any Dealing Day) will be transacted on that day at that Dealing Day's realisation price. Requests received and accepted by the Managers or their authorised agents or distributors after the Dealing Deadline or on a day not being a Dealing Day will be transacted on the next Dealing Day.

Units are realised on a forward pricing basis. Therefore, the realisation price cannot be ascertained at the time of request. The realisation price per Unit of any Sub-Fund (or Class of the Sub-Fund) shall be ascertained by the Managers by calculating the net asset value as at the Valuation Point in relation to the Dealing Day on which the realisation request is received and accepted of the proportion of the Deposited Property of the relevant Sub-Fund then represented by one Unit of such Sub-Fund (or in the case of a Class of the Sub-Fund, represented by one Unit of the relevant Class) and truncating the resultant total amount to 3 decimal places (or such other method of calculation and adjustment or number of decimal places as the Managers shall determine with the approval of the Trustee). The Managers may, if applicable, charge a Realisation Fee which is deducted from the total amount payable to the Holder in respect of the realisation of Units (the "**Gross Realisation Proceeds**") of the relevant Sub-Fund, and the resultant amount (the "**Net Realisation Proceeds**") will be paid to the Holder. The Realisation Fee shall be retained by the Managers for their own benefit and the amount of the adjustment aforesaid shall be retained by the relevant Sub-Fund.

The Managers will be entitled to convert the realisation price of Units to a foreign currency at the applicable Rate of Exchange. The cost of the currency exchange, if any, will be borne by the Holder. Currently, the Managers permit the realisation of Units in Global Real Estate Securities Fund in both Singapore Dollars and US Dollars, and will quote the realisation price of Units in Global Real Estate Securities Fund in Singapore Dollars and its equivalent in US Dollars at the applicable Rate of Exchange.

Units in each Class of Asia Pacific Real Estate Income Fund may only be realised in its currency of denomination. The Managers will quote the realisation price of each available Class in its currency of denomination.

In future, the Managers may permit the realisation of Units in any or all of the Sub-Funds (or Classes thereof) in any other foreign currency and will in such event, quote the realisation price in such currency at the applicable Rate of Exchange.

If a Holder is resident outside Singapore, the Managers will be entitled to deduct from the total amount which would otherwise be payable to the Holder on the realisation of his Units, an amount equal to the excess of the expenses actually incurred over the amount of expenses which would have been incurred if the Holder had been resident in Singapore.

For the avoidance of doubt, should a realisation request for Units be received and accepted by the Managers prior to the receipt of the subscription monies in respect of such Units, the Managers may refuse to realise such Units until the Dealing Day following that upon which the subscription monies in respect of such Units have been received by the Trustee.

Bank charges (if any) incurred in respect of a telegraphic transfer of realisation proceeds to a Holder's bank account will be borne by the Holder.

13.4 Numerical example of the computation of the Net Realisation Proceeds

(a) For Global Real Estate Securities Fund

The Net Realisation Proceeds payable to a Holder on the realisation of 1,000 Units of a Sub-Fund and on a notional realisation price of S\$0.900* will be calculated as follows:

1,000 Units	x	S\$0.900	=	S\$900.00
Your realisation request		Realisation price		Gross Realisation Proceeds
S\$900.00	-	S\$0.00	=	S\$900.00
Gross Realisation Proceeds		Realisation Fee (0%)**		Net Realisation Proceeds

*The example above is hypothetical and is not indicative of any future realisation price. The actual realisation price of the Units will fluctuate according to the then prevailing net asset value of the Sub-Fund.

** There is currently no Realisation Fee payable.

(b) For Asia Pacific Real Estate Income Fund

The Net Realisation Proceeds payable to a Holder on the realisation of 1,000 Units of Asia Pacific Real Estate Income Fund – Class SGD Acc and on a notional realisation price of S\$0.900* will be calculated as follows:

1,000 Units	x	S\$0.900	=	S\$900.00
Your realisation request		Realisation price		Gross Realisation Proceeds
S\$900.00	-	S\$0.00	=	S\$900.00
Gross Realisation Proceeds		Realisation Fee (0%)**		Net Realisation Proceeds

*The example above is hypothetical and is not indicative of any future realisation price. The actual realisation price will fluctuate according to the then prevailing net asset value of Asia Pacific Real Estate Income Fund - Class SGD Acc Units. Investors should note that the net asset value and/or realisation price may differ in respect of the different Classes of Units in Asia Pacific Real Estate Income Fund.

** There is currently no Realisation Fee payable.

The Net Realisation Proceeds will normally be paid by cheque or credited to the Holder’s relevant CPF account or SRS account, as applicable, in Singapore within 6 Business Days (or such other period as may be permitted by the Authority) from the Dealing Day on which the realisation form is received and accepted by the Managers or the relevant authorised agents or distributors, unless the realisation of Units has been limited in accordance with [paragraph 13.2A](#) or suspended in accordance with the events set out in [paragraph 17](#) below.

14. SWITCHING OF UNITS

14.1 Switching of Units between Sub-Funds or Classes

Subject to the provisions of the Deed and such other terms and conditions as the Managers may impose from time to time, each Holder of Units of any Sub-Fund or Class (in this Clause called the “**original Sub-Fund**”) shall have the right from time to time to switch all or any of the Units of the original Sub-Fund or Class held by him for Units of another Sub-Fund or Class (in this Clause called the “**new Sub-Fund**”) in accordance with the following provisions Provided That:

- (i) no switching shall be permitted which would result in the relevant Holder holding Units below the applicable Minimum Holding of either the original Sub-Fund or the new Sub-Fund;

- (ii) no switching shall be permitted between Units in an original Sub-Fund and Units in a new Sub-Fund which are denominated in different currencies, and between Units in Classes of the same Sub-Fund which are denominated in different currencies; and
- (iii) unless otherwise permitted by the Managers, no switching shall be permitted between Units in Classes of the same Sub-Fund which are denominated in the same currency. Currently, the Managers permit the switching of Units in any Class of Asia Pacific Real Estate Income Fund for Units in another Class of Asia Pacific Real Estate Income Fund which is denominated in the same currency.

The following provisions shall apply in regard to such switching of Units:

- (a) the right of switching is exercisable by such Holder giving to the Managers a switching notice in such form as the Managers may from time to time require;
- (b) subject as hereinafter provided, the switching of the Units of the original Sub-Fund specified in the switching notice shall be made on the Common Dealing Day (as defined below) on which the switching notice is received by the Managers up to the Dealing Deadline on such Common Dealing Day and, for this purpose, a “**Common Dealing Day**” is a day which is both a Dealing Day in relation to Units of the original Sub-Fund and a Dealing Day in relation to Units of the new Sub-Fund. If a switching notice is received on a day which is not a Common Dealing Day or is received after the Dealing Deadline on a Common Dealing Day, such Switching Notice shall be treated as having been received before the Dealing Deadline on the next Common Dealing Day;
- (c) no Units shall be switched during any period when the right of Holders to require the realisation of Units is suspended pursuant to paragraph 17 or on any Common Dealing Day on which the number of Units of the original Sub-Fund that can be realised by any Holder is limited pursuant to Clauses 15 and 16 of the Deed;
- (d) the Holder shall not without the consent of the Managers be entitled to withdraw a switching notice duly made in accordance with this paragraph;
- (e) any such switching shall be effected subject to the requirements set out in Clause 15 of the Deed and for the purpose of any such switching each Unit to be switched shall be valued at the realisation price per Unit as calculated in accordance with paragraph 13.3;
- (f) switching of the Units of the original Sub-Fund specified in the switching notice shall be effected by the surrender of such Units and by the issue of Units of the new Sub-Fund, such surrender and issue taking place on the relevant Common Dealing Day. Such switching shall be effected by the Holder surrendering his Units of the original Sub-Fund to the Managers who shall thereupon pay to the account of the new Sub-Fund concerned a sum representing the value of the switched Units of the original Sub-Fund calculated as aforesaid less such amount, if any as the Managers may determine to deduct therefrom by way of switching fee for each Unit, in consideration of the issue to that Holder of Units in the new Sub-Fund to the same value as the aforesaid sum representing switched Units of the original Sub-Fund; and
- (g) Units of the original Sub-Fund that were purchased with CPF monies may only be switched to Units of a new Sub-Fund that may be purchased with CPF monies (and vice versa) and Units of the original Sub-Fund that were purchased with cash may only be switched to Units of a new Sub-Fund that may be purchased with cash (and vice versa).

14.2 Switching of Units between Group Funds

The Managers may on the application of a Holder effect the switching of the Holder’s Units of any Sub-Fund or Class for units (hereinafter referred to as “**units**”) of any other Group Fund in accordance with the following provisions Provided That:

- (i) no switching shall be permitted which would result in the relevant Holder holding Units below the applicable Minimum Holding of the Sub-Fund or Class; and
- (ii) no switching shall be permitted between Units in the relevant Sub-Fund (or Class) and Units in the relevant Group Fund which are denominated in different currencies.

The following provisions shall apply in regard to such switching of Units:

- (a) the right of switching is exercisable by a Holder giving to the Managers a switching notice in such form as the Managers from time to time require;
- (b) subject as hereinafter provided, the switching of the Units of the Sub-Fund or Class specified in the switching notice shall be made on the Common Switching Dealing Day (as defined below) on which the switching notice is received by the Managers up to the Dealing Deadline on such Common Switching Dealing Day and, for this purpose, a “**Common Switching Dealing Day**” is a day which is both a Dealing Day in relation to Units of the relevant Sub-Fund or Class and a dealing day in relation to units of the Group Fund. If a switching notice is received on a day which is not a Common Switching Dealing Day or is received after the Dealing Deadline on a Common Switching Dealing Day, such switching notice shall be treated as having been received before the Dealing Deadline on the next Common Switching Dealing Day;
- (c) units purchased with CPF monies may only be switched with units of a Group Fund that may be purchased with CPF monies and Units purchased with cash may only be switched with units of a Group Fund that may be purchased with cash;
- (d) no Units shall be switched during any period when the right of Holders to require the realisation of Units is suspended pursuant to paragraph 17 or on any Common Switching Dealing Day on which the number of Units of the relevant Sub-Fund or Class that can be realised by any Holder is limited pursuant to Clauses 15 and 16 of the Deed;
- (e) the Holder shall not without the consent of the Managers be entitled to withdraw a switching notice duly made in accordance with this paragraph;
- (f) any such switching shall be effected subject to the requirements set out in Clause 15 of the Deed and for the purpose of any such switching each Unit to be switched shall be valued at the realisation price per Unit as calculated in accordance with paragraph 13.3;
- (g) switching for the purpose of this paragraph of Units of any Sub-Fund or Class for units of a Group Fund shall be effected by the Holder surrendering his Units of such Sub-Fund or Class to the Managers who shall thereupon pay to the managers of the Group Fund concerned a sum representing the value of the switched Units calculated as aforesaid less such amount, if any as the Managers may determine to deduct therefrom by way of switching fee for each Unit, in consideration of the issue to that Holder of units in that Group Fund to the same value as the aforesaid sum representing switched Units of such Sub-Fund or Class;
- (h) in relation to any switch under this paragraph 14.2, neither the Managers nor the Trustee shall have responsibility or liability to ensure that the provisions of the trust deed constituting the Group Fund relating to the issue, realisation or switching of units thereunder are complied with; and
- (i) a “**Group Fund**” a collective investment scheme the managers of which:
 - (i) is the Managers or a corporation under their control or under common control with them or at least 50% of the share capital of which is held by a corporation which is a shareholder of the Managers; and
 - (ii) has approved the terms of any switching which may be made pursuant to this paragraph 14.2.

15. CANCELLATION OF SUBSCRIPTION FOR UNITS

- 15.1 Subject to the provisions of the Deed and the terms and conditions for cancellation of subscription in the cancellation form to be provided together with the application form for Units, every Holder shall have the right by notice in writing delivered to the Managers or their authorised agents or distributors to cancel his subscription for Units within 7 calendar days (or such longer period as may be agreed between the Managers and the Trustee or such other period as may be prescribed by the Authority) from the date of his subscription or purchase of the Units (the “**Cancellation Period**”), provided that where the last day of the Cancellation Period falls on a Sunday or public holiday in Singapore, the Cancellation Period will be extended to the next calendar day, not being a Sunday or public holiday in Singapore. However, the Holder will have to take the risk of any price changes in the net asset value of the relevant Sub-Fund since the date of his subscription and pay any bank charges, administrative or other fee imposed by the relevant agent or distributor.

- 15.2 A Holder may choose to realise his Units in accordance with paragraph 13 of this Prospectus instead of cancelling his subscription for Units but should note that he will not be able to enjoy the benefits of a cancellation under this paragraph 15 if he chooses to realise his Units (i.e. there will be no refund of the Subscription Fee and the prevailing Realisation Fee, if any, may be imposed) and the net realisation proceeds may be lower than the cancellation proceeds if the appreciation in the value of the Units is less than the aggregate of the Subscription Fee and the prevailing Realisation Fee, if any, as may be imposed.

Investors should refer to the terms and conditions for the cancellation of subscriptions in the cancellation form before subscribing for Units.

16. OBTAINING PRICES OF UNITS

The indicative prices of Units may be obtained from authorised agents and distributors of the Managers or by calling the Managers' hotline at telephone number 1800 22 22 228 from 8 a.m. to 8 p.m. daily (Singapore time). Prices (except for Units of Asia Pacific Real Estate Income Fund - Class JPY Acc and Asia Pacific Real Estate Income Fund - Class JPY Dist) may also be published in local or foreign publications such as The Straits Times and The Business Times, and on the Managers' website at uobam.com.sg, or any other website designated by the Managers.

The actual prices quoted will generally be published 2 Business Days after the relevant Dealing Day. Prices of Units of Global Real Estate Securities Fund will be quoted in Singapore Dollars and in US Dollars and prices of Units of Asia Pacific Real Estate Income Fund will be quoted in the currencies of denomination of the relevant Class. Investors should note that the frequency of the publication of the prices is dependent on the publication policies of the publisher concerned.

Save for publications of the Managers, the Managers do not accept any responsibility for errors on the part of the publishers concerned in the prices published in the newspapers or such other publication or for any non-publication or late publication of prices by such publishers, and will incur no liability in respect of any action taken or loss suffered by investors upon such publication or non-publication by such publishers.

17. SUSPENSION OF DEALINGS

- 17.1 Subject to the provisions of the Code and the Deed, the Managers or the Trustee may, with the prior written approval of the other, suspend the issue and realisation of Units in relation to the Sub-Fund or any Class of the Sub-Fund during:

- (a) any period when the Recognised Market on which any Authorised Investments forming part of the Deposited Property of the Sub-Fund for the time being are listed or dealt in is closed (otherwise than for public holidays) or during which dealings are restricted or suspended;
- (b) the existence of any state of affairs which, in the opinion of the Managers and the Trustee, might seriously prejudice the interests of the Holders (whether of any particular Sub-Fund or of the relevant Class or of the Fund) as a whole or of the Deposited Property (whether of any particular Sub-Fund or attributable to the relevant Class or of the Fund);
- (c) any breakdown in the means of communication normally employed in determining the price of any of such Authorised Investments or the current price on that Recognised Market or when for any reason the prices of any of such Authorised Investments or the amount of any liability of the Trustee and/or the Managers for the account of the Sub-Fund cannot be promptly and accurately ascertained (including any period when the fair value of a material portion of the Authorised Investments cannot be determined);
- (d) any period when remittance of moneys which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments cannot, in the opinion of the Managers and the Trustee, be carried out at normal rates of exchange;
- (e) any period when, in the opinion of the Managers, the transfer of funds which will or may be involved in the realisation of any material proportion of the Authorised Investments for the time being constituting the Deposited Property of the Sub-Fund cannot be effected promptly at normal rates of exchange;

- (f) any period when the dealing of Units is suspended pursuant to any order or direction of the Authority;
- (g) in respect of any Sub-Fund or Class for which a meeting of the Holders is proposed to be convened, any 48 hour period (or such longer period as may be agreed between the Managers and the Trustee) prior to the date of any meeting of the Holders of the said Sub-Fund or Class (or any adjourned meeting thereof);
- (h) any period when the business operations of the Managers or the Trustee in relation to the operation of the Fund are substantially interrupted or closed as a result of arising from pestilence, acts of war, terrorism, insurrection, revolutions, civil unrest, riots, strikes or acts of God;
- (i) exceptional circumstances, where the Managers have determined that such suspension is in the best interest of the Holders (whether of any particular Sub-Fund or of the relevant Class or of the Fund); or
- (j) such other circumstances as may be required under the provisions of the Code.

17.2 Subject to the provisions of the Code, the Managers may also suspend the realisation of Units in accordance with Clause 15.8 of the Deed.

17.3 Subject to the provisions of the Code, any such suspension shall take effect forthwith upon the declaration in writing thereof to the Trustee by the Managers (or, as the case may be, to the Managers by the Trustee) and shall terminate as soon as practicable when the condition giving rise to the suspension shall have ceased to exist and no other condition under which such suspension is authorised under paragraph 17.1 or 17.2 above shall exist upon the declaration in writing thereof by the Managers (or, as the case may be, the Trustee), and in any event, within such period as may be prescribed under the Code. The period of suspension may be extended in accordance with the Code. Any payment for any Units realised before the commencement of any such suspension but for which payment has not been made before the commencement thereof may, if the Managers and the Trustee so agree, be deferred until immediately after the end of such suspension.

18. PERFORMANCE OF THE SUB-FUNDS

The past performance of each of the Sub-Funds and its benchmark as at 31 October 2014, and the expense ratio and turnover ratio of each of the Sub-Funds, are set out below:

Global Real Estate Securities Fund

Inception date: 4 May 2005	1 year (%)	3 years (%)	5 years (%)	10 years (%)	Since inception (%)	Expense ratio (%) ⁽³⁾	Turnover ratio (%) ⁽⁴⁾
(NAV-NAV) ⁽¹⁾	11.22	9.73	6.52	N.A.	1.20	2.36	158.09
(NAV-NAV) ⁽²⁾	5.38	7.58	5.14	N.A.	0.46		
Benchmark (in SGD): S&P Developed Property Index*	13.58	14.12	10.70	N.A.	3.77		

* formerly known as S&P/Citigroup BMI World Property Index before October 2008.

Asia Pacific Real Estate Income Fund

	1 year (%)	3 years (%)	5 years (%)	10 years (%)	Since inception (%)	Expense ratio (%) ⁽³⁾	Turnover ratio (%) ⁽⁴⁾
Class SGD Acc (Inception date: 17 June 2013)							
NAV-NAV ⁽¹⁾	9.69	N.A.	N.A.	N.A.	7.83	2.62	215.35
NAV-NAV ⁽²⁾	4.21	N.A.	N.A.	N.A.	3.87		
Benchmark (in SGD): S&P Asia Pacific REIT Index	11.01	N.A.	N.A.	N.A.	11.58		

	1 year (%)	3 years (%)	5 years (%)	10 years (%)	Since inception (%)	Expense ratio (%) ⁽³⁾	Turnover ratio (%) ⁽⁴⁾
Class SGD Dist (Inception date: 17 June 2013)							
NAV-NAV ⁽¹⁾	9.31	N.A.	N.A.	N.A.	7.63	2.62	215.35
NAV-NAV [^] ⁽²⁾	3.50	N.A.	N.A.	N.A.	3.44		
Benchmark (in SGD): S&P Asia Pacific REIT Index	11.01	N.A.	N.A.	N.A.	11.58		
Class USD Acc (Inception date: 17 June 2013)							
NAV-NAV ⁽¹⁾	4.88 [#]	N.A.	N.A.	N.A.	5.33 [#]	2.62	215.35
NAV-NAV [^] ⁽²⁾	-0.37 [#]	N.A.	N.A.	N.A.	1.47 [#]		
Benchmark (in USD): S&P Asia Pacific REIT Index (converted to the relevant Base Currency)	7.11	N.A.	N.A.	N.A.	9.61		

The remaining Classes of Asia Pacific Real Estate Income Fund have not been inceptioned. As such, a track record of at least one year is not available as at the date of this Prospectus.

[#] No NAV computation between 29 October 2014 to 31 October 2014 as there were no investors in the Class USD Acc during that period. Performance figures marked with “*” do not take into account the impact that may arise from the lack of a NAV computation during the period from 29 October 2014 to 31 October 2014 where there are no investors in the Class. Performance figures in relation to periods that start or end within the time where there are no investors in the Class will not be available. If the period from 29 October 2014 to 31 October 2014 is taken into account, the performance figures may be lower.

Notes:

Source: Lipper, a Thomson Reuters Company.

[^] Taking into account the Subscription Fee.

- ⁽¹⁾ Calculated in S\$ on a NAV-to-NAV basis as at 31 October 2014, with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.
- ⁽²⁾ Calculated in S\$ on a NAV-to-NAV basis as at 31 October 2014, taking into account the Subscription Fee and Realisation Fee (if any), with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.
- ⁽³⁾ The expense ratio is calculated in accordance with the requirements in the Investment Management Association of Singapore’s guidelines on the disclosure of expense ratios (the “**IMAS Guidelines**”) and based on the latest audited accounts of the relevant Sub-Fund for the financial year ended 30 June 2014. The following expenses (where applicable) as set out in the IMAS Guidelines (as may be updated from time to time), are excluded from the calculation of the expense ratio:
- (a) brokerage and other transaction costs associated with the purchase and sales of investments (such as registrar charges and remittance fees);
 - (b) interest expense;
 - (c) foreign exchange gains and losses of the relevant Sub-Fund, whether realised or unrealised;

- (d) front-end loads, back-end loads and other costs arising from the purchase or sale of a foreign unit trust or mutual fund;
- (e) tax deducted at source or arising from income received, including withholding tax; and
- (f) dividends and other distributions paid to Holders.

⁽⁴⁾ The turnover ratio for the financial year ended 30 June 2014 is calculated based on the lesser of purchases or sales of the relevant Sub-Fund's underlying investments expressed as a percentage of the daily average net asset value of the relevant Sub-Fund.

Investors should note that past performance of each Sub-Fund or Class thereof is not necessarily indicative of the future performance of that Sub-Fund or Class.

19. SOFT DOLLAR COMMISSIONS/ARRANGEMENTS

Subject to the provisions of the Code, the Managers may from time to time receive and/or enter into soft-dollar commissions/arrangements in respect of the management of the relevant Sub-Fund. The Managers will comply with applicable regulatory and industry standards on soft-dollars. The soft-dollar commissions/arrangements may include specific advice as to the advisability of dealing in, or as to the value of any investments, research and advisory services, economic and political analyses, portfolio analyses including valuation and performance measurements, market analyses data and quotation services, computer hardware and software or any other information facilities to the extent that they are used to support the investment decision making process, the giving of advice, or the conduct of research or analysis and custodial service in relation to the investments managed for clients.

Soft-dollar commissions/arrangements will not include travel, accommodation, entertainment, general administrative goods and services, general office equipment or premises, membership fees, employees' salaries or direct money payment.

The Managers may not accept or enter into soft-dollar commissions/arrangements unless (a) such soft-dollar commissions/arrangements can reasonably be expected to assist them in the management of the relevant Sub-Fund, (b) best execution is carried out for the transactions, and (c) no unnecessary trades are entered into in order to qualify for such soft-dollar commissions/arrangements. The Managers do not, and are not entitled to, retain cash or commission rebates for their own account in respect of rebates earned when transacting in securities for account of any Sub-Fund.

The sub-manager of the Japan, Australia and New Zealand portfolios of Asia Pacific Real Estate Income Fund, SMAM, does not receive or enter into soft-dollar commissions/arrangements in respect of the sub-management of Asia Pacific Real Estate Income Fund.

20. CONFLICTS OF INTEREST

The Managers are of the view that there is no conflict of interest in managing their other funds and the Sub-Funds because of the following structures in place:

- (a) Investment decisions for each fund are made impartially. There are no preferred customers or funds and all accounts are treated equally.
- (b) All investment ideas are shared equally among fund managers.
- (c) The Managers subscribe to the Code of Ethics and the Standards of Professional Conduct as prescribed by the Chartered Financial Analyst Institute ("CFA Institute") in the United States of America. The CFA Institute is the primary professional organisation for security analysts, investment managers and others who are involved in the investment decision-making process. All charter holders of the CFA Institute and candidates, who are in pursuit of the charter, including those from Singapore, are expected to comply with such Code of Ethics and Standards of Professional Conduct. The Code of Ethics and the Standards of Professional Conduct are in place to ensure high ethical and professional standards of investment professionals as well as fair treatment of the investing public.

- (d) In addition, despite the possible overlap in the scope of investments, none of the funds are identical to one another and investment decisions are made according to the individual risk-return characteristic of the relevant fund.
- (e) Most importantly, the Managers' usual fair and unbiased practice is to allocate investment between various funds which place the same orders simultaneously on a *pro rata* basis. However, should any potential conflicts of interest arise from a situation of competing orders for the same securities, the Managers will adopt an average pricing policy whereby orders that are partially fulfilled on a particular day will be allotted proportionately among the funds based on their respective initial order size and such quantity allotted will be at the average price of such investments on that particular day.

The Managers and the Trustee will conduct all transactions for and on behalf of the Sub-Funds on an arm's length basis.

Associates of the Trustee may be engaged to provide banking, brokerage or financial services to the Sub-Fund or the Fund or buy, hold and deal in any investments, enter into contracts or other arrangements with the Trustee and make profits from these activities. Such services to the Sub-Funds or the Fund, where provided, and such activities with the Trustee, where entered into, will be on an arm's length basis.

The Managers, their related entities, officers or employees may from time to time invest and deal in Units in any Sub-Fund for their respective individual accounts or (in the case of the Managers and their related entities) for the account of another person (including, without limitation, their other clients).

In such an event, the Managers will have regard to their obligations to the relevant Sub-Fund and, in particular, their obligation to act in the best interests of the relevant Sub-Fund and its Holders so far as practicable, having regard to applicable laws and their obligations to their other clients. In the event that a conflict of interest does arise, the Managers will endeavour to ensure that such conflict is resolved fairly.

Subject to the provisions of the Code, the Managers may from time to time invest monies of any Sub-Fund in the securities of any of their related corporations (as defined in Section 6 of the Companies Act, Chapter 50 of Singapore) (if more than one, "**Related Corporations**" and each, a "**Related Corporation**"). The Managers may also invest monies of any Sub-Fund in other collective investment schemes managed by the Managers or their Related Corporations, and deposit monies of any Sub-Fund in the ordinary course of business of the Sub-Fund with their Related Corporations which are banks licensed under the Banking Act, Chapter 19 of Singapore, finance companies licensed under the Finance Companies Act, Chapter 108 of Singapore, merchant banks approved as financial institutions under Section 28 of the Monetary Authority of Singapore Act, Chapter 186 of Singapore or any other deposit-taking institution licensed under an equivalent law in a foreign jurisdiction. The Managers will endeavour to ensure that such investments and deposits are made on normal commercial terms and are consistent with the investment objective, focus and approach of the relevant Sub-Fund.

21. REPORTS

The financial year-end of the Fund is 30 June. The annual report, auditors' report on annual accounts and annual accounts in relation to each Sub-Fund shall be sent or made available to Holders (by post or by such electronic means as may be permitted under the Code) within 3 months of the period to which the reports and accounts relate (or such other period as may be permitted by the Authority). The semi-annual report and semi-annual accounts in relation to each Sub-Fund will be sent or made available to Holders (by post or by such electronic means as may be permitted under the Code) within 2 months of the period to which the report and accounts relate (or such other period as may be permitted by the Authority).

If such accounts and reports under the foregoing paragraph are sent or made available to Holders by electronic means, the Trustee will also make available or cause to be made available hardcopies of the accounts and reports to any Holder who requests for them within 2 weeks of such request (or such other period as may be permitted by the Authority). Holders may also at any time choose to receive hardcopies of all future accounts and reports at no cost to them, by notifying the relevant authorised agent or distributor of the Managers in writing.

22. QUERIES AND COMPLAINTS

All enquiries and complaints about the Sub-Funds or the Fund should be directed to the Managers at:

Hotline No : 1800 22 22 228
Operating hours : 8 a.m. to 8 p.m. daily (Singapore time)
Fax No : 6532 3868
Email : uobam@uobgroup.com

23. OTHER MATERIAL INFORMATION

23.1 Market Timing

Each Sub-Fund is not designed and managed to support short-term investments. In this regard, the Managers take a serious view of, and strongly discourage the practice of market timing (that is, investors conducting short-term buying or selling of Units to gain from inefficiencies in pricing) as such practices may cause an overall detriment to the long-term interests of other investors.

In addition, short-term trading in Units increases the total transaction costs of the relevant Sub-Fund, such as trading commission and other costs which are absorbed by all other investors. Moreover, the widespread practice of market timing may cause large movements of cash in the relevant Sub-Fund, which may disrupt the investment strategies to the detriment of long-term investors.

For the reasons set out above, the Managers strongly discourage the practice of market timing and may implement internal measures to monitor and control such practice. If any internal measure to restrict the practice of market timing amounts to a significant change to the Fund or any Sub-Fund (as provided in the Code), the Managers will inform the relevant Holders of such internal measure not later than one month before its implementation. The Managers intend to review their policy on market timing from time to time in a continuous effort to protect the long-term interests of investors in each Sub-Fund.

23.2 Distributions

The following is a summary of the provisions in the Deed relating to distributions to Holders:

- (a) The Managers shall have the absolute discretion to determine whether a distribution is to be made in respect of any Sub-Fund or Class and, as and when the Managers shall decide, the Managers may by notice in writing direct the Trustee to distribute among the Holders of that Sub-Fund or Class such part or all of the Net Income and if the Managers deem fit such part or all of the net capital gains realised on the sale of Authorised Investments in relation to the Sub-Fund or (in the event that the Income or capital gains of the Sub-Fund is insufficient) the capital of the Sub-Fund (or a combination of any of the above) or such part of the foregoing which is attributable to the Class (as the case may be) in respect of the amount available for distribution referred to in the Deed for such period (not exceeding 12 months) and in accordance with such method of calculations as the Trustee and the Managers may agree having regard to the provisions of the Deed.
- (b) In the event the Managers shall decide pursuant to paragraph 23.2(a) above, that a distribution is to be made in relation to a Sub-Fund or Class in respect of any Accounting Period, the Trustee shall distribute among the Holders rateably in accordance with the number of Units held or deemed to be held by them respectively on the relevant Distribution Date (as evidenced by the Register of Holders) the relevant amount available for distribution. In determining the amount for distribution under paragraph 23.2(a) above, the Managers may in their discretion decide that no fraction of or any fraction of one cent per Unit is to be distributed in connection with any such distribution. In the event of a distribution being made, an appropriate amount shall be transferred out of the Income Account, Capital Account and/or Trading Gains Account⁶ of the relevant Sub-Fund and if the Managers deem fit, paid into the “Distribution Account” or the “Trading Gains Distribution Account” of that Sub-Fund to effect such distribution.⁷

⁶ All net capital gains and net capital losses realised on the sale of Authorised Investments relating to the Fund shall as and when received by the Trustee be paid into a special account of the Fund (referred to as the “**Trading Gains Account**”) and shall be held therein pending capitalisation or distribution in accordance with the provisions of the Deed.

⁷ The Income Account, Capital Account, Distribution Account and Trading Gains Distribution Account are described in clause 21 of the Deed.

23.3 Valuation

Except where otherwise expressly stated in the Deed and subject always to the requirements of the Code, the value of the assets comprised in the Deposited Property of a Sub-Fund with reference to any Authorised Investment which is:

- (a) a Quoted Investment, shall be calculated, as the case may be, by reference to the official closing price, the last known transacted price or the last transacted price (or, with the approval of the Trustee, the last bid price) as at the last official close on the relevant Recognised Market (or at such other time as the Managers may from time to time after consultation with the Trustee determine). Where such Quoted Investment is listed, dealt or traded in more than one Recognised Market, the Managers (or such person as the Managers may appoint for the purpose) may in their absolute discretion select any one of such Recognised Market for the foregoing purposes and, if there is no such official closing price, last known transacted price or last transacted price, the value shall be calculated by reference to the last available prices quoted by responsible firms, corporations or associations on a Recognised Market at the time of calculation (or at such other time as the Managers may from time to time after consultation with the Trustee determine);
- (b) an Unquoted Investment, shall be calculated by reference to, where applicable: (i) the initial value thereof being the amount expended in the acquisition thereof; (ii) the price of the relevant Investment as quoted by a person, firm or institution making a market in that Investment, if any (and if there shall be more than one such market maker then such market maker as the Managers may designate), as may be determined to represent the fair value of such Investment; (iii) the sale prices of recent public or private transactions in the same or similar Investments, valuations of comparable companies or discounted cash flow analysis, as may be determined to represent the fair value of such Investment. In the valuation of such Investment, the Managers may take into account relevant factors including, without limitation, significant recent events affecting the issuer such as pending mergers and acquisitions and restrictions as to saleability or transferability;
- (c) cash, deposits and similar assets shall be valued (by a person approved by the Trustee as qualified to value such cash, deposits and similar assets) at their face value (together with accrued interest) unless, in the opinion of the Managers (after consultation with the Trustee), any adjustment should be made to reflect the value thereof;
- (d) a unit or share in a unit trust or mutual fund or collective investment scheme shall be valued at the latest published or available net asset value per unit or share, or if no net asset value per unit or share is published or available, then at their latest available realisation price; and
- (e) an Investment other than as described above, shall be valued (by a person approved by the Trustee as qualified to value such an Investment) in such manner and at such time as the Managers after consultation with the Trustee shall from time to time determine,

provided that, if the quotations referred to in paragraphs 23.3(a) to 23.3(e) above are not available, or if the value of the Authorised Investment determined in the manner described in paragraphs 23.3(a) to 23.3(e) above, in the opinion of the Managers, is not representative of the value of such Authorised Investment, then the value shall be such value as the Managers may with due care and in good faith consider in the circumstances to be fair and is approved by the Trustee and the Managers shall notify the Holders of such change if required by the Trustee. For the purposes of this proviso, the “**fair value**” shall be determined by the Managers in consultation with an approved stockbroker or an Approved Valuer and with the approval of the Trustee in accordance with the Code. Where the fair value of a material portion of the Deposited Property of a Sub-Fund cannot be determined, the Managers shall, subject to the provisions of the Code, suspend valuation and dealing in the Units of the Sub-Fund.

23.4 Indemnities and protection accorded to the Managers and/or the Trustee

- (a) Neither the Trustee nor the Managers nor any company controlled by them or either of them nor any person, firm or corporation (hereinafter referred to as a “**delegate**”) entitled to exercise any investment powers or discretions under the Deed pursuant to a delegation by the Managers shall as principal sell, or deal in the sale of, Authorised Investments to the Trustee for account of any Sub-Fund or vest Authorised Investments in the Trustee against the issue of Units or purchase Authorised Investments

from the Trustee acting for the account of any Sub-Fund except as provided under sub-paragraphs (a)(i), (a)(ii) and (a)(iii) below and each shall (without incurring any liability for failure to do so) use its best endeavours to procure that no such sale or dealing or vesting or purchase except as provided under sub-paragraphs (a)(i), (a)(ii) and (a)(iii) below shall be made by (i) any person, firm or corporation holding or beneficially entitled to 10% or more of the share capital of the Trustee or the Managers or any delegate, (ii) or by any corporation controlled by any such person, firm or corporation, (iii) or by any director of the Trustee or of the Managers, or of any delegate (being a corporation) or of any such corporation, (iv) or by any partner of any such firm. Each such person or body (other than the Trustee and the Managers) referred to in this paragraph 23.4(a) shall be known in this paragraph 23.4 as a “**connected person**”. Nothing shall prevent:

- (i) any sale for account of any Sub-Fund of any Authorised Investment to, or any purchase for account of any Sub-Fund of any Authorised Investment from, the trustee or managers or any delegate of any other collective investment scheme for account of such scheme, notwithstanding that the Trustee and/or the Managers and/or delegate and/or any connected person may be, or be interested in, the trustee or the managers or delegate of, or any person, firm or corporation to whom any investment powers or discretions may have been delegated under such a scheme provided that:
 - (A) the value of the Authorised Investment in question is certified in writing for the purpose of the transaction by a stockbroker or an Approved Valuer; and
 - (B) the Trustee shall be of the opinion that the terms of such transaction shall not be such as are likely to result in any prejudice to Holders; or
- (ii) the Trustee or the Managers or any delegate or any connected person from becoming the owner of Units and holding, disposing of, or otherwise dealing with, the same, with the same rights (subject as provided in paragraph 1 of the schedule on meetings of Holders in the Deed) which they would have had if neither the Trustee nor the Managers nor any connected person were a party to, or delegate under, the Deed, provided that in so owning, holding or disposing of or otherwise dealing with Units, the Trustee and the Managers shall each maintain with respect to the Trustee or the Managers and any of their respective connected persons a register giving details of such transactions, including the prices, discounts, net prices, quantities of Units transacted and dates of and parties to such transactions, or from buying, holding or dealing in any Authorised Investments upon their respective individual accounts, notwithstanding that similar Authorised Investments may be held under the Deed as part of the Deposited Property; or
- (iii) the Managers or any delegate or any connected person from receiving commissions, terms and other benefits (through standing arrangements with brokers used for securities transactions relating to any Sub-Fund and other funds managed by the Managers by which the Managers or any delegate or any connected person may be provided with research, statistical or other essential investment services for which the Managers or any delegate or any connected person make or makes no direct payment but instead endeavour or endeavours to place business with such brokers) which they or it may receive in relation to any transaction effected for the account of the Sub-Fund provided that the amount of such commissions, terms and other benefits is not in excess of rates or terms commonly receivable by fund managers in like transactions and that they or it shall do so on the best terms reasonably obtainable having regard to the interests of the relevant Sub-Fund and provided further that any such commissions, terms or other benefits shall exclude cash rebates and shall be so received in circumstances that do not raise any financial burden for the Sub-Fund. Such commissions, terms and other benefits received by the Managers shall be disclosed to Holders in the half-yearly reports referred to in Clause 25.1 of the Deed if required by the relevant authorities.

Neither the Trustee nor the Managers nor any delegate nor any connected person shall be liable to account, either to the other or others of them or to the Holders or any of them, for any profits or benefits made or derived by or in connection with any transaction permitted under sub-paragraphs (i), (ii) and (iii) above.

- (b) In no event shall a Holder have or acquire any rights against the Trustee and the Managers or either of them save such as are expressly conferred upon such Holder by the Deed nor shall the Trustee be bound to make any payment to any Holder except out of funds held by it or paid to it for that purpose under the provisions of the Deed.
- (c) Neither the Trustee nor the Managers shall be responsible for any authenticity of any signature or of any seal affixed to any endorsement on any certificate or to any transfer or form of application, endorsement or other document (sent by facsimile, electronic means or otherwise) affecting the title to or transmission of Units or be in any way liable for any forged or unauthorised signature on or any seal affixed to such endorsement, transfer or other document or for acting upon or giving effect to any such forged or unauthorised signature or seal. The Trustee and the Managers respectively shall nevertheless be entitled but not bound to require that the signature of any person to any document required to be signed by him under or in connection with the Deed shall be verified to its or their reasonable satisfaction.
- (d) Nothing contained in the Deed shall be construed so as to prevent the Managers and the Trustee in conjunction or the Managers or the Trustee separately from acting as managers or trustee of funds separate and distinct from the Sub-Funds and neither of them shall in any way be liable to account to any Sub-Fund or any other person for any profit or benefit made or derived thereby or in connection therewith.
- (e) Neither the Trustee nor the Managers shall be responsible for acting upon any resolution purported to have been passed at any meeting of the Holders in respect whereof minutes shall have been made and signed even though it may be subsequently found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not binding upon all the Holders.
- (f) The Trustee and the Managers may accept as sufficient evidence of the net asset value of any Authorised Investment or the cost price or sale price thereof or of any market quotation a certificate by a stockbroker or any other person, firm or association qualified in the opinion of the Managers and Trustee to provide such a certificate.
- (g) At all times and for all purposes of the Deed the Trustee and the Managers may rely upon the established practice and rulings of any Recognised Market and any committees and officials thereof on which any dealing in any Authorised Investment or other property is from time to time effected in determining what shall constitute a good delivery and any similar matters and such practice and rulings shall be conclusive and binding upon all persons under the Deed.
- (h) The Trustee shall not be under any liability on account of anything done or suffered to be done by the Trustee in good faith in accordance with or in pursuance of any request or advice of the Managers or the delegates or distributors appointed by the Managers. Whenever pursuant to any provision of the Deed, any certificate, notice, instruction or other communication is to be given by the Managers (or the delegates or distributors appointed by the Managers) to the Trustee, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Managers (or the relevant delegate or distributor) by any one person whose signature the Trustee is for the time being authorised by the Managers (or as the case may be, by the relevant delegate or distributor) to accept and may act on verbal, written, electronic mail and facsimile instructions given by authorised officers of the Managers (or the relevant delegate or distributor) specified in writing by the Managers (or as the case may be, by the relevant delegate or distributor) to the Trustee.
- (i) The Trustee and the Managers may accept as sufficient evidence of the net asset value of any Authorised Investment or the cost price or sale price thereof or of any market quotation a certificate by a stockbroker or any other person, firm or association qualified in the opinion of the Managers and Trustee to provide such a certificate.
- (j) The Trustee may act upon any advice of or information obtained from the Managers or any bankers, accountants, brokers, lawyers, agents or other persons acting as agents or advisers of the Trustee or the Managers and the Trustee shall not be liable for anything done or omitted or suffered in reliance upon such advice or information provided the Trustee has acted in good faith. The Trustee shall not be responsible for any misconduct, mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such banker, accountant, broker, lawyer, agent or other person as aforesaid or of the

Managers. Any such advice or information may be obtained or sent by electronic mail, letter or facsimile and the Trustee shall not be liable for acting on any advice or information purported to be conveyed by any such electronic mail, letter or facsimile although the same contains some error or is not authentic.

- (k) Except if and so far as the Deed otherwise expressly provides, the Trustee shall as regards all the trusts, powers, authorities and discretions vested in it have absolute and uncontrolled discretion as to the exercise thereof whether in relation to the manner or as to the mode of and time for the exercise thereof and in the absence of proven fraud or negligence the Trustee shall not be in any way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.
- (l) Nothing contained in the Deed shall prevent the Trustee or an Associate thereof from contracting or entering into any financial, banking or any other type of transaction with each other or with the Managers or any Holder or any company or body any of whose shares or other securities form part of the Deposited Property or from being interested in any such contract or transaction. The Trustee or any Associate thereof shall not be liable to account either to the Managers or to the Holders or any of them for any profits or benefits made or derived from or in connection with any such transaction provided that any such transaction shall be on an arm's length basis.
- (m) The Trustee shall not be under any obligation to institute, acknowledge service of, appear in, prosecute or defend any action, suit, proceedings or claim in respect of the provisions hereof or in respect of the Deposited Property or any part thereof or any corporate or shareholders' action which in its opinion would or might involve it in expense or liability, unless the Managers shall so request in writing, and shall so often as required by the Trustee furnish it with an indemnity satisfactory to it against any such expense or liability.
- (n) Subject as expressly provided in the Deed, the Trustee shall be entitled for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as Trustee to have recourse to the Deposited Property or any part thereof but this shall be without prejudice to the obligation of the Managers to reimburse the Trustee on account of the Deposited Property in respect of all such matters as fall within Clause 26.11 of the Deed.
- (o) Before making any distribution or other payment in respect of any Unit of any Sub-Fund or in respect of the management fee relating to the relevant Sub-Fund or the remuneration of the Trustee, the Trustee may make such deductions as by the law of Singapore or by the law of any other country in which such payment or distribution is made, the Trustee is required or entitled to make in respect of any Income or other taxes, charges or assessments whatsoever and the Trustee may also deduct the amount of any stamp duties or other governmental taxes or charges payable by it or for which it might be made liable in respect of such distribution or any documents signed by it in connection therewith. The Trustee shall not be liable to account to any Holder of any Sub-Fund or otherwise for any payment made or suffered by the Trustee in good faith to any duly empowered fiscal authority of Singapore or elsewhere for taxes or other charges in any way arising out of or relating to any transaction of whatsoever nature under the Deed notwithstanding that any such payments ought not to be or need not have been made or suffered.
- (p) The Trustee shall not be responsible for verifying or checking any valuation of the Deposited Property or any part thereof or any calculation of the prices at which Units are to be issued or realised, except as herein expressly provided, but shall be entitled at any time to require the Managers to justify the same.
- (q) The Trustee (or the Managers or other agents with the approval of the Trustee) shall (subject as provided in the Deed) be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of 6 years from the date of registration thereof and all distribution mandates which have been cancelled or lapsed at any time after the expiration of 6 years from the date of cancellation or lapse thereof and all notifications of change of address after the expiration of 6 years from the date of the recording thereof and all forms of proxy in respect of any meeting of Holders 6 years from the date of the meeting at which the same are used and all registers, statements and other records and documents relating to any Sub-Fund at any time after the expiration of 6 years from the termination of the relevant Sub-Fund. Neither the Trustee nor the Managers nor their agents shall be under any liability whatsoever in consequence thereof and unless the contrary be proved every instrument of transfer so destroyed shall be deemed to have been a valid and effective instrument duly and properly registered and every

certificate so destroyed shall be deemed to have been a valid certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed shall be deemed to have been a valid and effective document in accordance with the recorded particulars thereof.

Provided always that:

- (i) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
 - (ii) nothing in this paragraph 23.4(q) shall be construed as imposing upon the Trustee or the Managers or other agents any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of sub-paragraph (i) above are not fulfilled; and
 - (iii) references to the destruction of any document in this paragraph 23.4(q) include references to the disposal thereof in any manner.
- (r) In the absence of fraud or negligence by the Managers they shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done by them in good faith under the Deed.
 - (s) The Managers shall not be under any liability except for fraud or wilful default or such liability as may be assumed by them under the Deed nor shall the Managers (save as otherwise appears in the Deed) be liable for any act or omission of the Trustee.
 - (t) The Managers shall not be under any liability on account of anything done or suffered to be done by the Managers in good faith in accordance with or in pursuance of any request or advice of the Trustee or the Trustee's delegates. Whenever pursuant to any provision of the Deed, any certificate, notice, instruction or other communication is to be given by the Trustee (or its delegates) to the Managers, the Managers may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Trustee (or the relevant delegate) by any one person whose signature the Managers are for the time being authorised by the Trustee (or as the case may be, by the relevant delegate) to accept and may act on verbal, written, electronic mail and facsimile instructions given by authorised officers of the Trustee (or the relevant delegate) specified in writing by the Trustee (or as the case may be, by the relevant delegate) to the Managers.
 - (u) The Managers may act upon any advice of or information obtained from the Trustee or any bankers, accountants, brokers, lawyers, agents or other persons acting as agents or advisers of the Trustee or the Managers and the Managers shall not be liable for anything done or omitted or suffered in reliance upon such advice or information provided the Managers have acted in good faith. The Managers shall not be responsible for any misconduct, mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such banker, accountant, broker, lawyer, agent or other person as aforesaid or of the Trustee. Any such advice or information may be obtained or sent by electronic mail, letter or facsimile and the Managers shall not be liable for acting on any advice or information purported to be conveyed by any such electronic mail, letter or facsimile although the same contains some error or is not authentic.
 - (v) Nothing contained in the Deed shall prevent the Managers or any Associate thereof from contracting or entering into any financial, banking or any other type of transaction with the Trustee (when acting other than in its capacity as Trustee of the relevant Sub-Fund) or any Holder or any company or body any of whose shares or other securities form part of the Deposited Property or from being interested in any such contract or transaction. The Managers or any Associate thereof shall not be liable to account to the Trustee or to the Holders or any of them for any profits or benefits made or derived from or in connection with any such transaction provided that any such transaction shall be on an arm's length basis.
 - (w) Neither the Managers nor the Trustee shall incur any liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or other paper or document believed to be genuine and to have been passed, sealed or signed by the proper parties.

- (x) Neither the Managers nor the Trustee shall incur any liability to the Holders for doing or (as the case may be) failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court of competent jurisdiction, or by reason of any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) either they or either of them shall be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of the Deed neither the Managers nor the Trustee shall be under any liability therefor or thereby.
- (y) Any indemnity expressly given to the Managers or the Trustee in the Deed is in addition to and without prejudice to any indemnity allowed by law provided that no provision in the Deed shall in any case where the Trustee or the Managers have failed to show the degree of care and diligence required of them as trustee and managers, exempt them or indemnify them against any liability for breach of trust.

23.5 Custody of Deposited Property

- (a) The Trustee shall be responsible for the safe custody of the Deposited Property of all the Sub-Funds. Any Authorised Investments forming part of the Deposited Property of a Sub-Fund shall, whether in registered or bearer form, be paid or transferred to the order of the Trustee forthwith on receipt by the Managers and be dealt with as the Trustee may think proper for the purpose of providing for the safe custody thereof. The Trustee may act as custodian itself or may appoint such persons (including any Associate of the Trustee) as custodian or joint custodian (with the Trustee if acting as custodian or with any other custodian appointed by the Trustee) of the whole or any part of the Deposited Property of the Sub-Fund and (where the Trustee is custodian) may appoint or (where the Trustee appoints a custodian) may empower such custodian or joint custodian (as the case may be) to appoint, with prior consent in writing from the Trustee, sub-custodians. The fees and expenses of any such custodian, joint custodian or sub-custodian shall be paid out of the Deposited Property of the relevant Sub-Fund.
- (b) The Trustee may at any time procure that:
 - (i) the Trustee;
 - (ii) any officer of the Trustee jointly with the Trustee;
 - (iii) any nominee appointed by the Trustee;
 - (iv) any such nominee and the Trustee;
 - (v) any custodian, joint custodian or sub-custodian appointed pursuant to paragraph 23.5(a) above;
 - (vi) any company operating a depository or recognised clearing system; or
 - (vii) any broker, financial institution or other person (or in each case, its nominee) with whom the same is deposited in order to satisfy any requirement to deposit margin or security,takes delivery of and retains and/or is registered as proprietor of any Authorised Investments in registered form held upon the trusts of the Deed.
- (c) Notwithstanding anything contained in the Deed:
 - (i) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any depository or clearing system with which Authorised Investments may be deposited or any broker, financial institution or other person (or in each case its nominee) with whom Authorised Investments are deposited in order to satisfy any margin requirement (each a “**Depository**”), except where (i) the Trustee is responsible for procuring the Depository and the Trustee has failed to exercise reasonable skill and care in the procurement of such Depository in respect of the Authorised Investments involved, or (ii) the Trustee is in wilful default;

- (ii) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any nominee, custodian, joint custodian or sub-custodian appointed by the Trustee except where (i) the Trustee has failed to exercise reasonable skill and care in the selection, appointment and monitoring of such appointee (having regard to the market in which the relevant appointee is located) or (ii) the Trustee is in wilful default; and
- (iii) the Trustee shall not incur any liability in respect of or be responsible for losses through the insolvency of or any act or omission of any sub-custodian not appointed by it, except where the Trustee has failed to exercise reasonable skill and care in the procurement of such sub-custodian.

23.6 Voting

Subject to Clause 20 of the Deed, the Managers may exercise or refrain from exercising any rights of voting conferred by any part of the Deposited Property of the relevant Sub-Fund in what they may consider to be in the best interests of the Holders.

However, notwithstanding the above, in respect of voting rights where the Managers may face conflicts of interests, the Managers shall cause such voting rights to be exercised in consultation with the Trustee.

The phrase “**rights of voting**” or the word “**vote**” used in this paragraph 23.6 shall be deemed to include not only a vote at a meeting but any consent to or approval of any arrangement, scheme or resolution or any alteration in or abandonment of any rights attaching to any part of the relevant Deposited Property of the relevant Sub-Fund and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement.

23.7 Termination of a Sub-Fund or Class

(a) Duration of each Sub-Fund and Class

Each Sub-Fund and Class is of indeterminate duration and may be terminated as provided in this paragraph 23.7.

(b) Termination by the Managers or the Trustee

Either the Managers or the Trustee may in their absolute discretion terminate a Sub-Fund or a Class by not less than 3 months’ notice to the other given so as to expire at the end of the Accounting Period current at the end of the twentieth year after the Commencement Date of that Sub-Fund or Class or any year thereafter. If the Sub-Fund or Class is to be terminated under this paragraph 23.7(b) the Managers or the Trustee (as the case may be) shall give notice thereof in writing to the Holders of that Sub-Fund or Class not less than one month in advance of such termination.

(c) Termination by the Trustee

A Sub-Fund or a Class may be terminated by the Trustee if any law is passed or any direction is given or any authorisation granted to the Sub-Fund or Class is revoked by the relevant authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Sub-Fund or Class. The decision of the Trustee in such event shall be final and binding upon the Managers and the Holders but the Trustee shall be under no liability on account of any failure to terminate the Sub-Fund or Class pursuant to this paragraph 23.7(c) or otherwise.

(d) Termination by the Managers

A Sub-Fund or a Class may be terminated by the Managers:

- (i) on any date if on such date the value of the Deposited Property of the relevant Sub-Fund or of the Class is less than S\$10 million; or
- (ii) if any law is passed or any direction is given or any authorisation granted to the Sub-Fund or Class is revoked by the relevant authority which renders it illegal or in the opinion of the Managers impracticable or inadvisable to continue that Sub-Fund or Class; or

- (iii) in the event of the amalgamation, reconstruction, reorganisation, dissolution, liquidation, merger or consolidation of the sole or any one Underlying Entity corresponding to that Sub-Fund or Class, if any, or a change in the managers or investment adviser of any such Underlying Entity; or
- (iv) if the Authority revokes or withdraws the authorisation of the Sub-Fund under Section 288 of the SFA.

The decision of the Managers in any of the events specified in this paragraph 23.7(d) shall be final and binding upon the Trustee and the Holders of that Sub-Fund or Class but the Managers shall be under no liability on account of any failure to terminate that Sub-Fund or Class pursuant to this paragraph 23.7(d) or otherwise.

(e) Notice of Termination

The party terminating a Sub-Fund or Class in accordance with this paragraph 23.7(e) shall give notice in writing of such termination to the Holders of that Sub-Fund or Class and by such notice fix the date at which such termination is to take effect which date shall not be less than one month after the service of such notice (or such earlier date as may be necessary to comply with any law).

(f) Extraordinary Resolution

A Sub-Fund or Class may at any time be terminated by the Holders of that Sub-Fund or Class by Extraordinary Resolution and such termination shall take effect on the date on which the Extraordinary Resolution is passed or on such later date (if any) as the Extraordinary Resolution may provide.

(g) Notice of the termination of the Sub-Fund or Class to the Authority

The Managers shall give written notice of the termination of the Sub-Fund or Class to the Authority at least 7 days before termination.

23.8 Information on Investments

At the end of each quarter, Holders will receive a statement showing the value of their investment in the Sub-Fund. However, if a Holder conducts any transaction(s) within a particular month, he/she will receive an additional statement at the end of that month.

UNITED REAL ESTATE MULTI STRATEGY FUNDS

comprising the following sub-funds:

United Global Real Estate Securities Fund
United Asia Pacific Real Estate Income Fund

(Constituted in Singapore pursuant to the Trust Deed dated 2 February 2005, as amended)

FIRST SUPPLEMENTARY PROSPECTUS DATED 24 APRIL 2015

A copy of this First Supplementary Prospectus has been lodged with the Monetary Authority of Singapore, which assumes no responsibility for its contents.

This First Supplementary Prospectus is lodged pursuant to Section 298 of the Securities and Futures Act (Chapter 289 of Singapore) and is supplemental to the prospectus registered on 5 January 2015 (the “**Prospectus**”) relating to the United Real Estate Multi Strategy Funds.

Terms used in this First Supplementary Prospectus will have the meaning and construction ascribed to them in the Prospectus and unless otherwise specified references to “**paragraph**” are to the paragraphs of the Prospectus. This First Supplementary Prospectus is to be read and construed in conjunction and as one document with the Prospectus.

This First Supplementary Prospectus sets out the amendments made to the Prospectus in relation to, *inter alia*, (i) the appointment of Mr Goh Yu Min as a director of the Managers, (ii) the United States Foreign Account Tax Compliance Act and (iii) the Managers’ right to compulsorily realise Units.

1. The following amendments will take effect from the date of this First Supplementary Prospectus:

- 1.1 The section headed “**Directors of the Managers**” in the Directory of the Prospectus is deleted and replaced with the following:

“Directors of the Managers

Terence Ong Sea Eng
Cheo Chai Hong
Goh Yu Min
Thio Boon Kiat”

- 1.2 The following new paragraphs are inserted immediately before the last paragraph in the Important Information section of the Prospectus:

“Prohibition against U.S. investors

The Units are being offered and sold outside the United States to persons that are not:

- (i) U.S. Persons (as defined in Regulation S promulgated under the Securities Act of 1933 of the United States of America (“**U.S.**”), as amended (the “**U.S. Securities Act**”)) in reliance on Regulation S promulgated under the U.S. Securities Act; or
- (ii) “United States persons” (as defined in Section 7701(a)(30) of the U.S. Internal Revenue Code, as amended, and referred to herein as “**U.S. Taxpayers**”). Currently, the term “**U.S. Taxpayer**” includes: a U.S. citizen or resident alien of the United States (as defined for U.S. federal income tax purposes); any entity treated as a partnership or corporation for U.S. tax purposes that is created or organized in, or under the laws of, the United States or any state thereof (including the District of Columbia); any other partnership that may be treated as a U.S. Taxpayer under future U.S. Treasury Department regulations; any estate, the income of which is subject to U.S. income taxation regardless of source; and any trust over whose administration a court within the United States has primary supervision and all substantial decisions of which are under the control of one or more U.S. fiduciaries. Persons who have lost their U.S. citizenship and who live outside the United States may nonetheless, in some circumstances, be treated as U.S. Taxpayers. Persons who are aliens as to the United States but who have spent 183 days or more in the United States in any of the last two years should check with their tax advisors as to whether they may be considered residents of the United States.

Units are not and may not be offered, made available, sold to or for the account of any U.S. Persons or U.S. Taxpayers. Applicants for Units may be required to declare that they are not U.S. Taxpayers and that they are neither acquiring Units on behalf of U.S. Taxpayers nor acquiring Units with the intent to sell or transfer them to U.S. Taxpayers.

Foreign Account Tax Compliance Act (“FATCA”)

FATCA was enacted in 2010 by the United States Congress as part of the U.S. Hiring Incentives to Restore Employment (HIRE) Act to target non-compliance with tax laws by U.S. Taxpayers using overseas accounts. Under FATCA, financial institutions outside of the U.S. are required to regularly submit information on financial accounts held by U.S. Taxpayers to the U.S. tax authorities. Failure to comply with FATCA may, amongst other things, subject the relevant Sub-Fund to U.S. withholding tax on certain types of payments made to the Sub-Fund. Accordingly, it is intended that the Sub-Funds comply with FATCA.

For the purpose of complying with FATCA, the Managers, the Trustee and/or other service providers of the relevant Sub-Fund may be required to report and disclose information on certain investors in the relevant Sub-Fund to the U.S. tax authorities and/or such Singapore authority as may be required under Singapore laws and regulations to be implemented as part of any intergovernmental agreement (“IGA”) entered into between the U.S. and Singapore* in connection with FATCA and/or withhold certain payments to such investors.

Investors are required to:

- (a) provide such information, documents and assistance in connection with the above as the Managers and/or the Trustee may require from time to time; and
- (b) notify the Managers or any of their authorised agents or distributors in writing immediately in the event that the relevant investor is or becomes a U.S. Taxpayer, or is holding Units for the account of or benefit of a U.S. Taxpayer.

Each investor is also deemed to have consented to the Managers, the Trustee and/or other service providers to the relevant Sub-Fund carrying out their obligations in reporting and disclosing information on him and his investments to the U.S. tax authorities and/or such Singapore authority as may be required under Singapore laws and regulations to be implemented as part of any IGA entered into between the U.S. and Singapore.”

1.3 Paragraph 1.3(a) is deleted in its entirety and replaced with the following:

- “(a) The Fund is constituted as a unit trust by way of a deed of trust dated 2 February 2005 (the “**Principal Deed**”) between the Managers and HSBC Institutional Trust Services (Singapore) Limited (the “**Trustee**”). The Principal Deed has been amended by the following deeds (collectively, the “**Supplemental Deeds**”):

Supplemental Deed	Date
First Amending and Restating Deed	3 February 2006
Second Amending and Restating Deed	2 February 2007
Third Amending and Restating Deed	29 June 2007
Fourth Amending and Restating Deed	31 January 2008
Fifth Amending and Restating Deed	28 January 2009
Sixth Amending and Restating Deed	29 May 2009
Seventh Amending and Restating Deed	22 January 2010
Eighth Amending and Restating Deed	10 January 2011
Ninth Amending and Restating Deed	1 July 2011
Tenth Amending and Restating Deed	25 September 2012
Eleventh Amending and Restating Deed	20 February 2013
Twelfth Amending and Restating Deed	13 February 2014
First Supplemental Deed	23 April 2015

The Principal Deed as amended by the Supplemental Deeds shall hereinafter be referred to as the “**Deed**”.”

* Pursuant to the IGA entered into between Singapore and the U.S. on 9 December 2014, Singapore-based financial institutions will report information on financial accounts held by U.S. Taxpayers to the Inland Revenue Authority of Singapore (IRAS), which will in turn provide the information to the U.S. tax authorities.

- 1.4 The following new sub-paragraph is inserted immediately before the existing sub-paragraph headed “Thio Boon Kiat, Director and Chief Executive Officer” in paragraph 2.2:

“Goh Yu Min, Director

Mr Goh Yu Min is a Director of UOBAM. He joined UOB Ltd’s group of companies (“**UOB Group**”) in 1997 and is presently an Executive Director with UOB Group’s Strategy and International Management team. He has experience in private equity investments and private equity fund-of-funds investments.

Mr Goh holds a Master of Business Administration degree in Banking and Finance from the Nanyang Business School, Nanyang Technological University and a Bachelor of Mathematics degree from the University of Waterloo.”

2. The following amendments will take effect from 29 May 2015:

- 2.1 The following new paragraph is inserted immediately before the last paragraph in the Important Information section of the Prospectus:

“The Managers may compulsorily realise all or part of the Units held by any Holder pursuant to paragraph 13A of this Prospectus, in the event of any of the circumstances set out thereunder.”

- 2.2 The second sub-paragraph of paragraph 11.3 is amended by deleting the words “or such other method of calculation and adjustment or number of decimal places” and replacing them with “or such other method of determination or method of calculation and adjustment or number of decimal places”.
- 2.3 The second sub-paragraph of paragraph 13.3 is amended by deleting the words “or such other method of calculation and adjustment or number of decimal places” and replacing them with “or such other method of determination or method of calculation and adjustment or number of decimal places”.
- 2.4 The following new paragraph 13A is inserted immediately before the existing paragraph 14:

“13A. COMPULSORY REALISATIONS

13A.1 The Managers have the right (in consultation with the Trustee) to compulsorily realise any holdings of Units in a Sub-Fund held by:

- (a) any Holder:
 - (i) whose subscription for or holding of Units, in the opinion of the Managers, is or may be in breach of any applicable law or regulation in any jurisdiction; or
 - (ii) where such realisation is, in the opinion of the Managers, necessary or desirable for the compliance of the Managers or the Sub-Fund with any applicable law or regulation in any jurisdiction (including any regulatory exemption conditions); or
- (b) any Holder whose holdings, in the opinion of the Managers:
 - (i) may cause the Sub-Fund to lose its authorised or registered status with any regulatory authority in any jurisdiction; or
 - (ii) may cause the offer of the Units of the Sub-Fund, the Sub-Fund, this Prospectus, the Deed, the Managers or the Trustee to become subject to any authorisation, recognition, approval or registration requirements under any law or regulation in any other jurisdiction; or
- (c) any Holder whose holdings, in the opinion of the Managers:
 - (i) may cause a detrimental effect on the tax status of the Sub-Fund in any jurisdiction or on the tax status of the Holders of the Sub-Fund; or

- (ii) may result in the Sub-Fund or other Holders of the Sub-Fund suffering any other legal or pecuniary or administrative disadvantage which the Sub-Fund or Holders might not otherwise have incurred or suffered; or
- (d) any Holder who fails any anti-money laundering, anti-terrorist financing or know-your-client checks, or where information and/or documentary evidence requested by the Managers and/or the Trustee for the purposes of any anti-money laundering, anti-terrorist financing or know-your-client checks cannot be obtained from the Holder (or the Holder has failed to provide the same) in a timely manner; or
- (e) any Holder, where information (including but not limited to information regarding tax status, identity or residency), self-certifications or documents as may be requested by the Managers and/or the Trustee pursuant to laws, regulations, guidelines, directives or contractual obligations with other jurisdictions' authorities (including, without limitation, the FATCA and/or any Singapore laws, regulations, guidelines and directives implemented as part of any IGA entered into between the U.S. and Singapore in connection with FATCA) cannot be obtained from the Holder, or the Holder has failed to provide the same, in a timely manner; or
- (f) any Holder who does not consent, or withdraws his consent, for the Managers or the Trustee to collect, use and/or disclose information or data relating to the Holder, where (in the opinion of the Managers or the Trustee) such information or data is necessary or desirable for the Managers, the Trustee, their respective related corporations and/or other service providers to perform their respective services and/or duties to or in respect of the Sub-Fund and/or the Holder.

Any compulsory realisation under this paragraph may be carried out by the Managers on any Dealing Day, with prior notice to the relevant Holder, and shall be carried out in accordance with, and at the realisation price determined under, the applicable provisions on realisations in the Deed.

13A.2 If the Managers and/or the Trustee are required to account to any duly empowered fiscal authority of Singapore or elsewhere for any income or other taxes, charges or assessments whatsoever on the value of any Units held by a Holder, the Managers (in consultation with the Trustee) shall be entitled, at any time with prior notice to that Holder, to realise such number of Units held by that Holder as may be necessary to discharge the liability arising. The Managers and/or the Trustee (as the case may be) shall be entitled to apply the proceeds of such realisation in payment, reimbursement and/or set-off against the liability.

13A.3 The Managers, the Trustee and their respective delegates, agents or associates shall not be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any Holder or any party arising out of or caused in whole or in part by any actions which are taken by the Managers, Trustee and/or any of their respective delegates, agents or associates under this paragraph 13A.”

2.5 Paragraph 23.4(o) is deleted in its entirety and replaced with the following:

“(o) Before making any payment to a Holder, any distribution or other payment in respect of any Unit of any Sub-Fund or in respect of the Management Fee relating to the relevant Sub-Fund or the remuneration of the Trustee, the Managers and/or the Trustee may make such deductions, as by the law of Singapore or by any law, regulation or contractual obligation with any other country may require or allow in respect of any Income or other taxes, charges or assessments whatsoever (including any deduction for any tax liability imposed on any Sub-Fund that is attributable to such Holder) and the Managers and/or the Trustee may also deduct the amount of any stamp duties or other governmental taxes or charges payable by any of them or for which any of them might be made liable in respect of such payment or distribution or any documents signed by any of them in connection therewith. The Managers and the Trustee shall not be liable to account to any Holder of any Sub-Fund or otherwise for any payment made or suffered by any of them in good faith to any duly empowered fiscal authority of Singapore or elsewhere for taxes or other charges in any way arising out of or relating to any transaction of whatsoever nature under the Deed notwithstanding that any such payments ought not to be or need not have been made or suffered.”

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發售計劃說明書