

Principal Real Estate Income Fund
Form DEF 14A
April 11, 2018

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

SCHEDULE 14A

**Proxy Statement Pursuant to Section 14(a) of the
Securities Exchange Act of 1934
(Amendment No.)**

Filed by the Registrant Filed by a Party other than the Registrant

Check the appropriate box:

Preliminary Proxy Statement

Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))

Definitive Proxy Statement

Definitive Additional Materials

Soliciting Material Pursuant to
§240.14a-12

PRINCIPAL REAL ESTATE INCOME FUND

(Exact Name of Registrant as Specified in Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

No fee required.

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PRINCIPAL REAL ESTATE INCOME FUND

April 11, 2018

Dear Shareholders:

The enclosed Proxy Statement discusses three proposals to be voted upon by shareholders (the “Shareholders”) of Principal Real Estate Income Fund (the “Fund”). Please review the Proxy Statement and cast your vote on each of the proposals. After consideration of each of the proposals, the Board of Trustees of the Fund (the “Board of Trustees”) has unanimously approved each proposal. **The Board of Trustees recommends that you vote FOR each proposal.**

Under an investment advisory agreement between the Fund and ALPS Advisors, Inc. (“ALPS Advisors”), ALPS Advisors serves as the Fund’s investment adviser and is responsible for the Fund’s overall investment strategy and its implementation. ALPS Advisors is an indirect wholly owned subsidiary of DST Systems, Inc. (“DST”), a publicly traded company listed on the New York Stock Exchange that provides sophisticated information processing and computer software products and services to support the mutual fund, investment management, brokerage, insurance and healthcare industries.

As discussed in more detail in the enclosed Proxy Statement, on January 11, 2018, DST entered into an agreement and plan of merger (the “Transaction Agreement”) with SS&C Technologies Holdings, Inc. (“SS&C”), a publicly traded company listed on the NASDAQ Global Select Market and a leading provider of mission-critical, sophisticated software products and software-enabled services that allow financial services providers to automate complex business processes and effectively manage their information processing requirements, and Diamond Merger Sub, Inc., a Delaware corporation and an indirect wholly owned subsidiary of SS&C (“Merger Sub”), pursuant to which Merger Sub will merge with and into DST (the “Transaction”), and as a result DST will become an indirect wholly owned subsidiary of SS&C. Completion of the Transaction is subject to a number of conditions. DST and SS&C currently expect to complete the Transaction before the end of the second quarter of 2018.

The Transaction, if consummated, will constitute a change of control of ALPS Advisors. To provide for continuity in the operation of the Fund, you are being asked to approve (1) a new investment advisory agreement between the Fund and ALPS Advisors and (2) a new sub-advisory agreement with respect to the Fund between ALPS Advisors and Principal Real Estate Investors, LLC (the “Sub-Adviser”), the sub-adviser who currently sub-advises the Fund’s assets.

Under these new agreements, ALPS Advisors and the Sub-Adviser will provide investment advisory services to the Fund on the same terms and for the same fees that are currently in effect. The Fund’s investment objective will not

change as a result of the Transaction. The senior personnel and the investment advisory personnel of ALPS Advisors are not expected to change and the investment advisory personnel of the Sub-

Adviser who currently manage the Fund is expected to continue to do so after the closing of the Transaction. In addition, the Board of Trustees will continue in office after the Closing.

The Transaction and each proposal are discussed in detail in the enclosed Proxy Statement. The Transaction will NOT change the name of the Fund, alter the number of shares you own of the Fund, or cause a change to the advisory fees charged to the Fund.

In addition, at the annual meeting Shareholders will vote to elect two (2) Trustees of the Fund, Rick A. Pederson and Jeremy Held, who have been nominated by the Board of Trustees.

The Board of Trustees recommends that you vote FOR each proposal.

Your vote is important no matter how many shares you own. The proxy documents explain the proposals in detail, and we encourage you to review them. Voting your shares early will avoid costly follow-up mail and telephone solicitation. After reviewing the enclosed materials, please complete, sign and date your proxy card(s) and mail it promptly in the enclosed return envelope, or help save time and postage costs by calling the toll-free number and following the instructions. You may also vote via the Internet by logging on to the website indicated on your proxy card and following the instructions that will appear. If we do not hear from you, our proxy solicitor, Broadridge Financial Solutions (“Broadridge”), may contact you. This will ensure that your vote is counted even if you cannot attend the annual meeting in person. If you have any questions about the proposals or the voting instructions, please call Broadridge at 833-786-6485.

Very truly yours,

Jeremy Held
Trustee and President
Principal Real Estate Income Fund

PRINCIPAL REAL ESTATE INCOME FUND

NOTICE OF ANNUAL MEETING OF SHAREHOLDERS

**To be Held On
May 11, 2018**

1290 Broadway, Suite 1100
Denver, Colorado 80203
(303) 623-2577

To Shareholders of the Fund:

Notice is hereby given that the annual meeting (the “Meeting”) of shareholders (the “Shareholders”) of Principal Real Estate Income Fund, a Delaware statutory trust (the “Fund”), will be held in the offices of ALPS Advisors, Inc. (“ALPS Advisors”), 1290 Broadway, Suite 1100, Denver, Colorado, on May 11, 2018 at 9:00 a.m. (Mountain time). At the Meeting, Shareholders will be asked to vote on the following proposals:

1. To approve a new investment advisory agreement between the Fund and ALPS Advisors.
2. To approve a new sub-advisory agreement between ALPS Advisors and Principal Real Estate Investors, LLC (the “Sub-Adviser”), the sub-adviser who currently manages the Fund’s assets.
3. To elect two (2) Trustees.

The Board of Trustees recommends that you vote FOR each of the proposals.

You are entitled to vote at the Meeting, or any adjournment(s), postponement(s) or delay(s) thereto, if you owned shares of the Fund at the close of business on March 26, 2018 (the “Record Date”). Proxies or voting instructions may be revoked at any time before they are exercised by executing and submitting a revised proxy, by giving written notice of revocation to the relevant Fund or by voting in person at the Meeting (merely attending the Meeting, however, will not revoke any previously submitted proxy).

YOUR VOTE IS IMPORTANT – PLEASE COMPLETE AND RETURN YOUR PROXY PROMPTLY.

You are cordially invited to attend the Meeting. If you attend the Meeting, you may vote your shares in person. However, we urge you, whether or not you expect to attend the Meeting in person, to complete, date, sign and return the enclosed proxy card(s) in the enclosed postage-paid envelope or vote by telephone or through the Internet. We ask your cooperation in voting your proxy promptly.

Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting to Be Held on May 11, 2018

The Proxy Statement is available on the internet at www.principalcef.com.

By order of the Board of Trustees of the Fund.

Andrea E. Kuchli
Secretary
April 11, 2018

IMPORTANT INFORMATION TO HELP YOU UNDERSTAND AND VOTE ON THE PROPOSALS

While we strongly encourage you to read the full text of the enclosed Proxy Statement, we are also providing you with a brief overview of the subject of the Shareholder vote. Your vote is important.

QUESTIONS AND ANSWERS

Q. What is happening with respect to the Transaction?

ALPS Advisors, Inc. (“ALPS Advisors”) serves as the Fund’s investment adviser and is responsible for the Fund’s overall investment strategy and its implementation. ALPS Advisors is an indirect wholly owned subsidiary of DST A. Systems, Inc. (“DST”), a publicly traded company listed on the New York Stock Exchange that provides sophisticated information processing and computer software products and services to support the mutual fund, investment management, brokerage, insurance and healthcare industries.

On January 11, 2018, DST entered into an agreement and plan of merger (the “Transaction Agreement”) with SS&C Technologies Holdings, Inc. (“SS&C”), a publicly traded company listed on the NASDAQ Global Select Market and a leading provider of mission-critical, sophisticated software products and software-enabled services that allow financial services providers to automate complex business processes and effectively manage their information processing requirements, and Diamond Merger Sub, Inc., a Delaware corporation and an indirect wholly owned subsidiary of SS&C (“Merger Sub”), pursuant to which Merger Sub will merge with and into DST (the “Transaction”), and as a result DST will become an indirect wholly owned subsidiary of SS&C. Completion of the Transaction is subject to a number of conditions. DST and SS&C currently expect to complete the Transaction before the end of the second quarter of 2018.

The Transaction, if consummated, will constitute a change of control of ALPS Advisors, which may be deemed to result in an “assignment” of the existing investment advisory agreement between the Fund and ALPS Advisors (the “Existing Advisory Agreement”) and the existing sub-advisory agreement between ALPS Advisors and Principal Real Estate Investors, LLC, the sub-adviser who currently sub-advises Fund assets (the “Sub-Adviser”) (the “Existing Sub-Advisory Agreement”), resulting in the automatic termination of the Existing Advisory Agreement and Existing Sub-Advisory Agreement in accordance with their terms, pursuant to the Investment Company Act of 1940, as amended (the “1940 Act”). It is intended that, after the closing of the Transaction (the “Closing”), ALPS Advisors will continue to be the investment adviser to the Fund and the Sub-Adviser will continue to manage the Fund’s assets as its sub-adviser. Therefore, ALPS Advisors has recommended, and the Board of Trustees of the Fund (the “Board,” the “Board of Trustees,” or the “Trustees”) has approved, a new investment advisory agreement between the Fund and ALPS Advisors (the “New Advisory Agreement”)

and a new sub-advisory agreement between ALPS Advisors and the Sub-Adviser (the “New Sub-Advisory Agreement”). Each New Advisory Agreement and New Sub-Advisory Agreement will have the same terms as the corresponding Existing Advisory Agreement or Existing Sub-Advisory Agreement, as applicable, in each case but for a new commencement date.

The senior personnel and the investment advisory personnel of ALPS Advisors are not expected to change and the investment advisory personnel of the Sub-Adviser who currently manage the Fund are expected to continue to do so after the Closing. In addition, the Board of Trustees will continue in office after the Closing. **However, there can be no assurance that any particular employee of ALPS Advisors or of the Sub-Adviser will choose to remain employed by ALPS Advisors or the Sub-Adviser before or after the Closing.**

In order for ALPS Advisors and the Sub-Adviser to continue to provide advisory services to the Fund following the Closing, and for reasons described in greater detail in this proxy statement, the Board of Trustees recommends that Shareholders of the Fund approve the New Advisory Agreement and New Sub-Advisory Agreement.

The Proxy Statement provides additional information about ALPS Advisors, the Sub-Adviser and the proposals. If Shareholders approve the New Advisory Agreement and New Sub-Advisory Agreement, the effectiveness of such agreement is contingent upon the Closing occurring (and the effectiveness of the Fund’s New Sub-Advisory Agreement is contingent upon the Fund’s New-Advisory Agreement being approved). The Fund’s New Advisory Agreement and New Sub-Advisory Agreement will become effective upon the later of the Closing or approval of such agreement by Shareholders. If the Transaction is not consummated, the New Advisory Agreement and New Sub-Advisory Agreement will not become effective, and the Existing Advisory Agreement and Existing Sub-Advisory Agreement will remain in effect according to their terms.

The Board of Trustees recommends that you vote **FOR** the proposals to approve the Fund’s New Advisory Agreement and New Sub-Advisory Agreement.

Q. Why am I being asked to vote on the Fund’s New Advisory Agreement and New Sub-Advisory Agreement?

As described above, completion of the Transaction may be deemed to result in an “assignment” of the Fund’s Existing Advisory Agreement and the Existing Sub-Advisory Agreement, resulting in the automatic termination of each agreement. The 1940 Act requires that a new advisory agreement (other than an interim advisory agreement, as A. described below) be approved by the board of trustees and shareholders of a fund in order for it to become effective. To ensure that the operation of the Fund can continue without any interruption and that ALPS Advisors and the Sub-Adviser can provide the Fund with the same services that are currently being provided to the Fund, the Board of Trustees recommends that you approve the New Advisory Agreement and New Sub-Advisory Agreement.

Q. How will the Transaction affect me as a Fund Shareholder?

The Fund and its investment objective and strategies will not change as a result of the completion of the Transaction, and you will still own the same number of shares of the Fund. The terms of the New Advisory Agreement are the same as the Existing Advisory Agreement and the terms of the New Sub-Advisory Agreement are the same as the Existing Sub-Advisory Agreement, in each case but for the new commencement date. If approved by Shareholders, the New Advisory Agreement and New Sub-Advisory Agreement will have an initial two-year term and will be subject to annual renewal thereafter. The advisory fee rates charged to the Fund under the New Advisory Agreement and the New Sub-Advisory Agreement are the same as under the Fund's Existing Advisory Agreement and Existing Sub-Advisory Agreement. The Sub-Adviser who currently sub-advises the Fund is expected to continue to sub-advise the Fund after the Closing. The senior personnel and the investment advisory personnel of ALPS Advisors are not expected to change and the investment advisory personnel of the Sub-Adviser who currently manage the Fund are expected to continue to do so after the Closing. In addition, the Board of Trustees will continue in office after the Closing. **However, there can be no assurance that any particular employee of ALPS Advisors or the Sub-Adviser will choose to remain employed by the respective firm before or after the Closing.**

Q. Will the Fund's name change?

A. No. The Fund's name will not change as a result of the Transaction.

Q. Will there be any Sub-Adviser changes?

A. No. The Sub-Adviser is expected to continue to manage the Fund's assets after the Closing pursuant to the same investment objective and strategies currently in place.

Q. Will the fee rates payable under the Fund's New Advisory Agreement and New Sub-Advisory Agreement increase as a result of the Transaction?

A. No. The proposals to approve the New Advisory Agreement and New Sub-Advisory Agreement do not seek any increase in fee rates.

Q. What will happen if the Closing occurs before Shareholders of the Fund approve the New Advisory Agreement and/or New Sub-Advisory Agreement?

A. Pursuant to the Transaction Agreement, DST has agreed to use reasonable best efforts to obtain approval of new investment management agreements for the registered investment companies advised by ALPS Advisors, including the Fund, by the boards and shareholders of such registered investment companies; however, obtaining such approvals is not a condition of the Closing. The Closing may occur prior to the Meeting. In the event Shareholders of the Fund have not approved the New Advisory Agreement and New Sub-Advisory Agreement prior to the

Closing, ALPS Advisors and the Fund's Sub-Adviser will continue to sub-advise the Fund under an interim investment advisory agreement and an interim sub-advisory agreement that have been approved by the Board of Trustees, but must place their compensation for

their services during this interim period in escrow, pending Shareholder approval of the New Advisory Agreement and New Sub-Advisory Agreement. These interim advisory and sub-advisory agreements allow ALPS Advisors and the Fund's Sub-Adviser to continue to sub-advise the Fund for up to 150 days following the Closing while the Fund seeks Shareholder approval of the New Advisory Agreement and New Sub-Advisory Agreement. Accordingly, the Board of Trustees urges you to vote without delay in order to avoid potential disruption to the Fund that could occur if Shareholder approval is not obtained in that time and ALPS Advisors and the Sub-Adviser are unable to continue to provide advisory services to the Fund.

Q. Will the Fund pay for this proxy solicitation or for the costs of the Transaction?

A. No. The Fund will not bear these costs. ALPS Advisors and/or its affiliates have agreed to bear any such costs that would otherwise be borne by the Fund.

Q: Why am I being asked to vote on the election of two Trustees?

A. The Fund's Board of Trustees is divided into three classes, each class having a term of three years. Each year the term of office for one class will expire. Rick A. Pederson and Jeremy Held are the nominees for the Fund, who have been nominated by the Board of Trustees for election to a three-year term to expire at the Fund's 2021 Annual Meeting of Shareholders or until his successor is duly elected and qualified.

Q. Why are you sending me this information?

A. You are receiving these proxy materials because you own shares in the Fund and have the right to vote on these very important proposals concerning your investment.

Q. How does the Board of Trustees recommend that I vote?

A. The Board of Trustees recommends that you vote **FOR** each of the proposals.

Q. Who is entitled to vote?

A. If you owned shares of the Fund as of the close of business on March 26, 2018 (the "Record Date"), you are entitled to vote.

Q. How do I vote my shares?

A. For your convenience, there are several ways you can vote:

- By Mail: Vote, sign and return the enclosed proxy card(s) in the enclosed self-addressed, postage-paid envelope;
- By Telephone: Call the number printed on the enclosed proxy card(s);
- By Internet: Access the website address printed on the enclosed proxy card(s); or
- In Person: Attend the Meeting as described in the Proxy Statement.

Q. What vote is required to approve each proposal?

Approval of the New Investment Advisory and New Sub-Advisory Agreement requires the affirmative vote of a “majority of the outstanding voting securities” of the Fund, which, under the 1940 Act, means an affirmative vote of A. the lesser of (a) 67% or more of the shares of the Fund present at the Meeting or represented by proxy if the holders of more than 50% of the outstanding shares are present or represented by proxy, or (b) more than 50% of the outstanding shares.

The election of the nominees for Trustee of the Fund requires the affirmative vote of the holders of a plurality of the votes cast by the holders of Common Shares represented at the Fund’s Meeting, if a quorum is present.

Q. What happens if I sign and return my proxy card but do not mark my vote?

A. Your proxy will be voted **FOR** each proposal.

Q. May I revoke my proxy?

A. You may revoke your proxy at any time before it is exercised by giving notice of your revocation to the Fund in writing, or by the execution and delivery of a later-dated proxy. You may also revoke your proxy by attending the Meeting, requesting the return of your proxy and voting in person (merely attending the Meeting, however, will not revoke any previously submitted proxy).

Q. How can I obtain a copy of the Fund’s annual report?

A. If you would like to receive a copy of the latest annual report for the Fund, please call (855) 838-9485, or write to the Fund, 1290 Broadway, Suite 1100, Denver, Colorado 80203. The report will be furnished free of charge.

Q. Whom should I call for additional information about this Proxy Statement?

A. If you need any assistance, or have any questions regarding the proposals or how to vote your shares, please call the Fund’s proxy solicitor, Broadridge Financial Solutions at 833-786-6485.

INSTRUCTIONS FOR SIGNING PROXY CARDS

The following general rules for signing proxy cards may be of assistance to you and may avoid any delay involved in validating your vote if you fail to sign your proxy card(s) properly.

1. **Individual Account:** Sign your name exactly as it appears in the registration on the proxy card.
2. **Joint Account:** Either party may sign, but the name of the party signing should conform exactly to the name shown in the registration on the proxy card.
3. **All Other Accounts:** The capacity of the individual signing the proxy card should be indicated unless it is reflected in the form of registration. For example:

Registration	Valid Signature
Corporate Account	
(1) ABC Corp.	ABC Corp.
(2) ABC Corp.	John Doe, Treasurer
(3) ABC Corp. c/o John Doe, Treasurer	John Doe
(4) ABC Corp. Profit Sharing Plan	John Doe, Trustee
Trust Account	
(1) ABC Trust	Jane B. Doe, Trustee
(2) Jane B. Doe, Trustee u/t/d 12/28/78	Jane B. Doe
Custodial or Estate Account	
(1) John B. Smith, Cust. f/b/o John B. Smith, Jr. UGMA	John B. Smith
(2) Estate of John B. Smith	John B. Smith, Jr., Executor

PRINCIPAL REAL ESTATE INCOME FUND

**1290 Broadway, Suite 1100
Denver, Colorado 80203**

PROXY STATEMENT

FOR THE ANNUAL MEETING OF SHAREHOLDERS

to be held on May 11, 2018

(855) 838-9485

This Proxy Statement is furnished in connection with the solicitation of proxies on behalf of the Board of Trustees (“Board of Trustees”) of Principal Real Estate Income Fund, a Delaware statutory trust (the “Fund”), to be used at the annual meeting of shareholders (the “Shareholders”) of the Fund to be held in the offices of ALPS Advisors, Inc. (“ALPS Advisors”), 1290 Broadway, Suite 1100, Denver, Colorado on May 11, 2018, at 9:00 a.m. (Mountain time) and at any adjournment(s), postponement(s) or delay(s) thereof (such meeting and any adjournment(s), postponement(s) or delay(s) being referred to as the “Meeting”).

The solicitation of proxies for use at the Meeting is being made primarily by the Fund by the mailing on or about April 11, 2018 of the Notice of Annual Meeting of Shareholders, this Proxy Statement and the accompanying proxy card(s). Supplementary solicitations may be made by mail, telephone or personal interview by officers and Trustees of the Fund and officers, employees and agents of the Fund’s investment adviser, ALPS Advisors, and/or its affiliates and by Broadridge Financial Solutions (“Broadridge”), the firm that has been engaged to assist in the solicitation of proxies. Authorization to execute proxies may be obtained from Shareholders through instructions transmitted by telephone, facsimile or other electronic means.

At the Meeting, Shareholders will be asked to vote on the following proposals:

1. To approve a new investment advisory agreement between the Fund and ALPS Advisors.
2. To approve a new sub-advisory agreement between ALPS Advisors and Principal Real Estate Investors, LLC (the “Sub-Adviser”), the sub-adviser who currently manages the Fund’s assets.
3. To elect two (2) Trustees.

The Board of Trustees has set the close of business on March 26, 2018 as the record date (the “Record Date”) for the Meeting, and only Shareholders of record on the Record Date will be entitled to vote on these proposals at the Meeting. As of the close of business on the Record Date, there were 6,898,790 common shares of the Fund outstanding. Additional information regarding outstanding shares and voting your proxy is included at the end of this Proxy Statement in the sections titled “General Information” and “Voting Information.”

Copies of the Fund’s annual report have previously been mailed to Shareholders. This Proxy Statement should be read in conjunction with the annual report. To request a copy of the Proxy Statement or a report, please call 833-786-6485 (for proxy materials) or (855) 838-9485 (for reports), write to the Fund at 1290 Broadway, Suite 1100, Denver, Colorado 80203, or visit the Fund’s website at www.principalcef.com. You may also call (855) 838-9485 for information on how to obtain directions to be able to attend the Meeting in person.

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GENERAL OVERVIEW

The Transaction

ALPS Advisors serves as the Fund's investment adviser and is responsible for the Fund's overall investment strategy and its implementation. ALPS Advisors is an indirect wholly owned subsidiary of DST Systems, Inc. ("DST"), a publicly traded company listed on the New York Stock Exchange that provides sophisticated information processing and computer software products and services to support the mutual fund, investment management, brokerage, insurance and healthcare industries.

On January 11, 2018, DST entered into an agreement and plan of merger (the "Transaction Agreement") with SS&C Technologies Holdings, Inc. ("SS&C") and Diamond Merger Sub, Inc., a Delaware corporation and an indirect wholly owned subsidiary of SS&C ("Merger Sub"), pursuant to which Merger Sub will merge with and into DST (the "Transaction"), and as a result DST will become an indirect wholly owned subsidiary of SS&C. If the Transaction is completed, DST common stockholders will receive cash consideration for their shares of common stock of DST.

Consummation of the Transaction is subject to certain customary conditions, including, without limitation, (i) the approval by the affirmative vote of the holders of a majority of the outstanding shares of common stock of DST entitled to vote at the DST stockholders meeting to approve the Transaction; (ii) the receipt of approvals, or the expiration or termination of waiting periods under, certain regulatory laws or from certain regulatory authorities (including the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, approval under the competition law of Ireland and approvals of the Financial Industry Regulatory Authority, the United Kingdom's Financial Conduct Authority, the Central Bank of Ireland and Luxembourg's Commission de Surveillance du Secteur Financier); and (iii) the absence of any judgment, order, injunction, ruling or decree, preliminary, temporary or permanent, or other legal restraint or prohibition and no action, proceeding, binding order or determination by any governmental entity, preventing or otherwise making illegal the consummation of the Transaction. Pursuant to the Transaction Agreement, DST has agreed to use reasonable best efforts to obtain approval of new investment management agreements for the registered investment companies advised by ALPS Advisors, including the Fund, by the boards and shareholders of such registered investment companies; however, obtaining such approvals is not a condition of the completion of the Transaction. Although there is no assurance that the Transaction will be completed, DST and SS&C currently expect to complete the Transaction before the end of the second quarter of 2018.

About SS&C

SS&C is a leading provider of mission-critical, sophisticated software products and software-enabled services that allow financial services providers to automate complex business processes and effectively manage their information

processing requirements.

1

SS&C's portfolio of software products and rapidly deployable software-enabled services allows SS&C's clients to automate and integrate front-office functions such as trading and modeling, middle-office functions such as portfolio management and reporting, and back-office functions such as accounting, performance measurement, reconciliation, reporting, processing and clearing. SS&C's solutions enable their clients to focus on core operations, better monitor and manage investment performance and risk, improve operating efficiency and reduce operating costs.

SS&C's principal executive offices are located at 80 Lambertson Road, Windsor, CT 06095.

SS&C was incorporated in Delaware in July 2005, as the successor to a corporation originally formed in Connecticut in March 1986. SS&C's common stock trades on The NASDAQ Global Select Market, under the symbol "SSNC."

Post-Transaction Structure and Operations

It is intended that, after the closing of the Transaction (the "Closing"), ALPS Advisors will continue to be the investment adviser to the Fund and the Sub-Adviser will continue to manage the assets of the Fund. The senior personnel and the investment advisory personnel of ALPS Advisors are not expected to change and the investment advisory personnel of the Sub-Adviser who currently manage the Fund are expected to continue to do so after the Closing. **However, there can be no assurance that any particular employee of ALPS Advisors or of the Sub-Adviser will choose to remain employed by the respective firm before or after the Closing.** While the operations of ALPS Advisors are expected to continue with minimal change following the Closing, ALPS Advisors expects to benefit indirectly from the financial strength and information technology infrastructure of the merged organization.

The Board of Trustees and ALPS Advisors currently do not anticipate any changes to the organization and structure of the Fund. The Fund and its investment objective and strategies will not change as a result of the completion of the Transaction, and you will still own the same number of shares of the Fund. The Fund's name will not change as a result of the Transaction. The Board of Trustees will continue in office after the Closing and will continue to make decisions regarding the independent registered public accounting firm, custodian, administrator and transfer agent of the Fund. No changes to the Fund's existing service providers are proposed, planned or anticipated by the Board of Trustees and ALPS Advisors at this time.

PROPOSAL 1: APPROVAL OF NEW ADVISORY AGREEMENT

Background

ALPS Advisors currently serves as investment adviser to the Fund pursuant to an investment advisory agreement between the Fund and ALPS Advisors, dated May 22, 2013 (the “Existing Advisory Agreement”). The Existing Advisory Agreement was last approved by Shareholders on June 19, 2013 and last approved for continuance by the Board on March 15, 2018.

As required by the Investment Company Act of 1940, as amended (the “1940 Act”), the Fund’s Existing Advisory Agreement provides for its automatic termination in the event of an assignment. Upon the Closing, DST will be acquired by SS&C and, as a result, ALPS Advisors will indirectly undergo a change in control. This change in control may be deemed an “assignment” of the Fund’s Existing Advisory Agreement which would cause the termination of the Existing Advisory Agreement. The 1940 Act requires that a new advisory agreement be approved by the board of trustees and shareholders of a fund in order for it to become effective.

The Proposal

Shareholders of the Fund are being asked to approve a new investment advisory agreement between the Fund and ALPS Advisors (the “New Advisory Agreement”). As described above, the Fund’s Existing Advisory Agreement will automatically terminate upon the Closing. Therefore, approval of the New Advisory Agreement is sought so that the operation of the Fund can continue without interruption. If approved by Shareholders, the New Advisory Agreement for the Fund will become effective upon the later of the date of such approval or the Closing. If the Transaction is not completed for any reason, the Existing Advisory Agreement will continue in effect.

Board Approval and Recommendation

On March 15, 2018, the Board of Trustees, including the trustees who are not “interested persons” (as defined in the 1940 Act) of the Fund, ALPS Advisors or the Sub-Adviser (the “Independent Trustees”), unanimously approved the New Advisory Agreement for the Fund and unanimously recommended that Shareholders of the Fund approve the New Advisory Agreement. A summary of the Board’s considerations is provided below in the section titled “Board Considerations.”

Description of the Existing Advisory Agreement and New Advisory Agreement

The form of the New Advisory Agreement is set forth in Appendix A to this Proxy Statement.

The terms of the New Advisory Agreement are the same as the terms of the Existing Advisory Agreement but for the new commencement date. The advisory fee rates under the New Advisory Agreement are the same as the fee rates under the Existing Advisory Agreement. ALPS Advisors has advised the Board of Trustees that it does not anticipate

that the Transaction will result in any reduction in the quality of services now provided to the Fund or have any adverse effect on the ability of ALPS Advisors to fulfill its obligations to the Fund.

The following discussion describes both the Existing Advisory Agreement and the New Advisory Agreement. The next several paragraphs briefly summarize some important provisions of the Existing Advisory Agreement and the New Advisory Agreement, but for a more complete understanding of the agreements you should read the form of the Fund's New Advisory Agreement contained in Appendix A.

Services Provided by ALPS Advisors. The New Advisory Agreement requires ALPS Advisors to provide general management services to the Fund and to assume overall supervisory responsibility for the general management and investment of the Fund's assets, subject to the review and approval of the Board of Trustees. ALPS Advisors is responsible for setting the Fund's investment program and strategies, revising the programs, as necessary, and monitoring and reporting periodically to the Board of Trustees concerning the implementation of the programs.

Fees. Under the New Advisory Agreement, the Fund pays ALPS Advisors an investment advisory fee. As compensation for its services to the Fund, ALPS Advisors receives an annual investment advisory fee of 1.05% based on the Fund's average Total Managed Assets (as defined below).

For these purposes, the term "Total Managed Assets" is defined as the value of the total assets of the Fund minus the sum of all accrued liabilities of the Fund (other than aggregate liabilities representing Limited Leverage, as defined below), calculated as of 4:00 p.m. Eastern time on such day or as of such other time or times as the Board may determine in accordance with the provisions of applicable law and of the declaration and bylaws of the Fund and with resolutions of the Board as from time to time in force. Under normal market conditions, the Fund's policy is to utilize leverage through Borrowings (as defined below) and through the issuance of preferred shares (if any) in an amount that represents approximately 33 1/3% of the Fund's total assets, including proceeds from such Borrowings and issuances (or approximately 50% of the Fund's net assets) (collectively, "Limited Leverage"). "Borrowings" are defined to include: amounts received by the Fund pursuant to loans from banks or other financial institutions; amounts borrowed from banks or other parties through reverse repurchase agreements; amounts received by the Fund from the Fund's issuance of any senior notes or similar debt securities. Other than with respect to reverse repurchase agreements, Borrowings do not include trading practices or instruments that, according to the SEC or its staff, may cause senior securities concerns, and are intended to include transactions that are subject to the asset coverage requirements in Section 18 of the 1940 Act for the issuance of senior securities evidencing indebtedness (e.g., bank borrowings and the Fund's issuance of any senior notes or similar securities) and senior securities in the form of stock (e.g., the Fund's issuance of preferred shares).

During the fiscal year ended October 31, 2017, the Fund incurred investment advisory fees under the Existing Advisory Agreement of \$2,018,537.

The Fund's investment advisory fee rate under the New Advisory Agreement is identical to the investment advisory fee rate under the Existing Advisory Agreement.

Term. The New Advisory Agreement provides that it will continue in effect for an initial period beginning on the date of its effectiveness and ending on the second anniversary of that date. After that, it will continue in effect from year to year as long as the continuation is approved at least annually (i) by the Fund's Board of Trustees, including a majority of the Board's Independent Trustees; or (ii) by vote of a majority of the outstanding voting securities of the Fund.

Termination. The New Advisory Agreement may be terminated without penalty by vote of the Board of Trustees, including a majority of the Board's Independent Trustees, or by vote of a majority of the outstanding voting securities of the Fund, on 60 days' written notice to ALPS Advisors, or by ALPS Advisors upon 60 days' written notice to the Fund, and terminates automatically in the event of its "assignment" as defined in the 1940 Act. The 1940 Act defines "assignment" to include, in general, transactions in which a significant change in the ownership of an investment adviser or its parent company occurs.

Liability of ALPS Advisors. The New Advisory Agreement provides that ALPS Advisors will not be liable to the Fund or its Shareholders for any error of judgment or mistake of law or for any loss suffered by the Fund in connection with the matters to which the agreement relates, except a loss resulting from willful misfeasance, bad faith or gross negligence on its part in the performance of its duties or from reckless disregard by ALPS Advisors of its obligations and duties under the agreement, or a loss resulting from a breach of fiduciary duty with respect to receipt of compensation for services (in which case any award of damages shall be limited to the period and amount set forth in Section 36(b)(3) of the 1940 Act).

Differences between the Existing Advisory Agreement and New Advisory Agreement. The New Advisory Agreement is the same as the corresponding Existing Advisory Agreement but for the new commencement date.

Interim Advisory Agreement

Pursuant to the Transaction Agreement, DST has agreed to use reasonable best efforts to obtain approval of new investment management agreements for the registered investment companies advised by ALPS Advisors, including the Fund, by the boards and shareholders of such registered investment companies; however, obtaining such approvals is not a condition of the Closing. The Closing may occur prior to the Meeting. In the event Shareholders of the Fund have not approved the New Advisory Agreement prior to the Closing, an interim investment advisory agreement between the Fund and ALPS Advisors (the "Interim Advisory Agreement") will take effect upon the Closing. On March 15, 2018, the Board of Trustees, including the Independent Trustees, unanimously approved the Interim Advisory Agreement for the Fund in order to assure continuity of investment advisory services to the Fund after the Closing.

The terms of the Interim Advisory Agreement are substantially identical to those of the Existing Advisory Agreement and New Advisory Agreement, except for the duration, termination and escrow provisions described below. The Interim Advisory Agreement will continue in effect for a term ending on the earlier of 150 days from the Closing (the “150-day period”) or when Shareholders of the Fund approve the New Advisory Agreement. Pursuant to Rule 15a-4 under the 1940 Act, compensation earned by ALPS Advisors under the Interim Advisory Agreement will be held in an interest-bearing escrow account. If Shareholders of the Fund approve the New Advisory Agreement prior to the end of the 150-day period, the amount held in the escrow account under the Interim Advisory Agreement will be paid to ALPS Advisors. If Shareholders of the Fund do not approve the New Advisory Agreement prior to the end of the 150-day period, the Board will take such action as it deems to be in the best interests of the Fund, and ALPS Advisors will be paid the lesser of its costs incurred in performing its services under the Interim Advisory Agreement or the total amount in the escrow account, plus interest earned. The Interim Advisory Agreement may be terminated by the Fund on ten days written notice to ALPS Advisors.

Affiliated Service Providers, Affiliated Brokerage and Other Fees

ALPS Fund Services, Inc. (“ALPS Fund Services”) , an affiliate of ALPS Advisors, serves as the Fund’s administrator. Under an Administration, Bookkeeping and Pricing Services Agreement, ALPS Fund Services is responsible for calculating the net asset values, providing additional fund accounting and tax services, and providing fund administration and compliance-related services to the Fund. ALPS Fund Services is entitled to receive a monthly fee, accrued daily based on the Fund’s average Total Managed Assets, as defined below, plus reimbursement for certain out-of-pocket expenses. During the fiscal year ended October 31, 2017, the Fund incurred administration fees of \$313,973.

DST Systems, Inc., the parent company of ALPS Advisors and ALPS Fund Services, serves as the Fund’s transfer agent for the Fund. Under the Transfer Agency Agreement, DST is responsible for maintaining all shareholder records of the Fund. DST is entitled to receive an annual fee plus out-of-pocket expenses. During the fiscal year ended October 31, 2017, the Fund paid to DST transfer agency fees of \$27,169.

Secondary market support is provided to the Fund by ALPS Portfolio Solutions Distributor, Inc. No fees are charged to the Fund for these services.

During the Fund’s most recently completed fiscal year, the Fund made no payments to ALPS Advisors or any affiliated person of ALPS Advisors for services provided to the Fund except as set forth herein.

The Fund paid no brokerage commissions within the last fiscal year to (i) any broker that is an affiliated person of the Fund or an affiliated person of such person, or (ii) any broker an affiliated person of which is an affiliated person of the Fund, ALPS Advisors or the Sub-Adviser.

Information About ALPS Advisors and its Affiliates

ALPS Advisors is a subsidiary of ALPS Holdings, Inc. (“ALPS”). ALPS, located at 1290 Broadway, Suite 1100, Denver, Colorado 80203, was founded in 1985 as a provider of fund administration and fund distribution services. Since then, ALPS has added additional services, including fund accounting, transfer agency, shareholder services, active distribution, legal, tax and compliance services. ALPS conducts its business through its wholly owned subsidiaries, including:

ALPS Advisors, which is registered with the Securities and Exchange Commission (“SEC”) as an investment adviser and commenced business operations in December 2006 upon the acquisition of an existing investment advisory operation;

ALPS Fund Services, an administrator and SEC-registered transfer agent; and

ALPS Portfolio Solutions Distributor, Inc. and ALPS Distributors, Inc., each a FINRA-registered broker-dealer, currently registered in all 50 states.

As of December 31, 2017, ALPS Advisors had approximately \$18.4 billion of assets under management and ALPS and its affiliates provided fund administration services to funds with assets in excess of \$225 billion and distribution services to funds with assets of more than \$158 billion.

The principal executive officer and directors of ALPS Advisors are:

Name	Principal Occupation
Edmund J. Burke	President, Director of ALPS Advisors
Jeremy O. May	Executive Vice President, Director of ALPS Advisors

The address of each principal executive officer and director of ALPS Advisors is 1290 Broadway, Suite 1100, Denver, Colorado 80203.

Certain officers or Trustees of the Funds are officers, employees, directors, general partners or shareholders of ALPS Advisors or its affiliates, as identified under “Proposal 3: Election of Nominees to the Fund’s Board of Trustees – Additional Information about each Trustee and the Fund’s Officers.”

Required Vote

The presence in person or by proxy of one-third of the Fund's shares that are entitled to vote constitutes a quorum.

Approval of the New Advisory Agreement requires the affirmative vote of a "majority of the outstanding voting securities" of the Fund, which, under the 1940 Act, means the affirmative vote of the lesser of (a) 67% or more of the shares of the Fund present at

the Meeting or represented by proxy if the holders of more than 50% of the outstanding shares are present or represented by proxy, or (b) more than 50% of the outstanding shares.

THE BOARD OF TRUSTEES RECOMMENDS THAT SHAREHOLDERS OF THE FUND VOTE “FOR” PROPOSAL 1.

PROPOSAL 2: APPROVAL OF NEW SUB-ADVISORY AGREEMENT

Background

Principal Real Estate Investors, LLC (the “Sub-Adviser”) currently serves as sub-adviser to the Fund pursuant to a sub-advisory agreement between ALPS Advisors and the Sub-Adviser, dated May 22, 2013 (the “Existing Sub-Advisory Agreement”). The Existing Sub-Advisory Agreement was last approved by Shareholders on June 19, 2013 and last approved for continuance by the Board on March 15, 2018.

As required by the 1940 Act, the Fund’s Existing Sub-Advisory Agreement provides for its automatic termination in the event of an assignment. In addition, the Fund’s Existing Sub-Advisory Agreement provides for its automatic termination upon termination of the Fund’s Existing Advisory Agreement. As a result, upon the Closing, the Fund’s Existing Sub-Advisory Agreement will terminate. The 1940 Act requires that a new sub-advisory agreement be approved by the board of trustees and shareholders of a fund in order for it to become effective.

The Proposal

Shareholders of the Fund are being asked to approve a new sub-advisory agreement between ALPS Advisors and the Sub-Adviser (the “New Sub-Advisory Agreement”). As described above, the Fund’s Existing Sub-Advisory Agreement will automatically terminate upon the Closing. Therefore, approval of the New Sub-Advisory Agreement is sought so that the operation of the Fund can continue without interruption. If approved by Shareholders, the New Sub-Advisory Agreement for the Fund will be effective upon the later of the Closing or the date of approval of the New Advisory Agreement and New Sub-Advisory Agreement. If the Transaction is not completed for any reason, the Existing Sub-Advisory Agreement will continue in effect.

Board Approval and Recommendation

On March 15, 2018, the Board of Trustees, including a majority of the Independent Trustees, unanimously approved the New Sub-Advisory Agreement for the Fund and unanimously recommended that Shareholders of the Fund approve the New Sub-Advisory Agreement. A summary of the Board’s considerations is provided below in the section titled “Board Considerations.”

Description of the Existing Sub-Advisory Agreement and New Sub-Advisory Agreement

The form of the New Sub-Advisory Agreement is set forth in Appendix B to this Proxy Statement.

The terms of the New Sub-Advisory Agreement are the same as the terms of the corresponding Existing Sub-Advisory Agreement but for the new commencement date. The sub-advisory fee rates under the New Sub-Advisory Agreement are the same as the fee rates for those services under the corresponding Existing Sub-Advisory Agreement. ALPS Advisors and the Sub-Adviser have advised the Board of Trustees that they do

not anticipate that the Transaction will result in any reduction in the quality of services now provided to the Fund or have any adverse effect on the ability of the Sub-Adviser to fulfill its obligations under the New Sub-Advisory Agreement.

The following discussion describes both the Existing Sub-Advisory Agreement and the New Sub-Advisory Agreement for the Fund. The next several paragraphs briefly summarize some important provisions of the Existing Sub-Advisory Agreement and the New Sub-Advisory Agreement, but for a more complete understanding of the agreements you should read the form of the Fund's New Sub-Advisory Agreement contained in Appendix B.

Services Provided by the Sub-Adviser. ALPS Advisors has delegated daily management of the Fund's assets to the Sub-Adviser. The New Sub-Advisory Agreement for the Fund essentially provides that the Sub-Adviser is engaged to manage the investments of the Fund in accordance with the Fund's investment objective, policies and limitations and investment guidelines established by ALPS Advisors and the Board of Trustees.

Fees. Under the New Sub-Advisory Agreement for the Fund, ALPS Advisors pays an annual sub-advisory fee to the Sub-Advisory in an amount equal to 0.55% based on the Fund's average Total Managed Assets. The Fund's sub-advisory fee rate under the New Sub-Advisory Agreement is identical to the sub-advisory fee rate under the Existing Sub-Advisory Agreement. The sub-advisory fee is paid by ALPS Advisors, and not the Fund. During the fiscal year ended October 31, 2017, ALPS Advisors paid to the Sub-Adviser sub-advisory fees of \$1,056,844.

Term. The New Sub-Advisory Agreement provides that it will continue in effect for an initial period beginning on the effective date thereof and ending on the second anniversary of that date. After that, the New Sub-Advisory Agreement will continue in effect from year to year as long as the continuation is approved at least annually (i) by the Board of Trustees, including a majority of Independent Trustees; or (ii) by vote of a majority of the outstanding voting securities of the Fund.

Termination. The New Sub-Advisory Agreement may be terminated at any time, without the payment of any penalty, by a vote of the majority of the Board of Trustees, by vote of a majority of the outstanding voting securities of the Fund, or ALPS Advisors on 60 days' prior written notice to the Sub-Adviser and ALPS Advisors, as appropriate. In addition, the Sub-Adviser may terminate the agreement upon 60 days' written notice to ALPS Advisors. It is anticipated that the New Sub-Advisory Agreement will automatically terminate, without the payment of any penalty, in the event the New Advisory Agreement with ALPS Advisors is assigned (as defined in the 1940 Act) or terminates for any other reason. The 1940 Act defines "assignment" to include, in general, transactions in which a significant change in the ownership of an investment adviser or its parent company occurs. The New Sub-Advisory Agreement will also terminate upon written notice to the other party that the other party is in material breach of the agreement, unless the other party in material breach of the agreement cures such breach to the reasonable satisfaction of the party alleging the breach within 30 days after written notice.

Liability of the Sub-Adviser. The New Sub-Advisory Agreement provides that, except as may otherwise be provided by the 1940 Act or any other federal securities law, in the absence of willful misconduct, bad faith or gross negligence, neither the Sub-Adviser nor any of its officers, affiliates, employees or consultants (its “Affiliates”) shall be liable for any losses, claims, damages, liabilities or litigation (including reasonable legal and other expenses) incurred or suffered by ALPS Advisors or the Fund as a result of any error of judgment or for any action or inaction taken in good faith by the Sub-Adviser or its Affiliates with respect to the Fund.

Differences between the Existing and New Sub-Advisory Agreement. The New Sub-Advisory Agreement is the same as the Existing Sub-Advisory Agreement but for the new commencement date.

Interim Sub-Advisory Agreement

Pursuant to the Transaction Agreement, DST has agreed to use reasonable best efforts to obtain approval of new investment management agreements for the registered investment companies advised by ALPS Advisors, including the Fund, by the boards and shareholders of such registered investment companies; however, obtaining such approvals is not a condition of the Closing. The Closing may occur prior to the Meeting. In the event Shareholders of the Fund have not approved the New Advisory Agreement and/or the New Sub-Advisory Agreement prior to the Closing, an interim sub-advisory agreement between ALPS Advisors and the Sub-Adviser (the “Interim Sub-Advisory Agreement”) will take effect upon the Closing. On March 15, 2018, the Board of Trustees, including the Independent Trustees, unanimously approved the Interim Sub-Advisory Agreement for the Fund in order to assure continuity of investment advisory services to the Fund after the Closing.

The terms of the Interim Sub-Advisory Agreement are substantially identical to those of the Existing Sub-Advisory Agreement and New Sub-Advisory Agreement, except for the term and escrow provisions described below. The Interim Sub-Advisory Agreement will continue in effect for a term ending on the earlier of 150 days from the Closing (the “150-day period”) or when Shareholders of the Fund approve the New Advisory Agreement and the New Sub-Advisory Agreement. Pursuant to Rule 15a-4 under the 1940 Act, compensation earned by the Sub-Adviser under an Interim Sub-Advisory Agreement will be held in an interest-bearing escrow account. If Shareholders of the Fund approve the New Advisory Agreement and the New Sub-Advisory Agreement prior to the end of the 150-day period, the amount held in the escrow account under the Interim Sub-Advisory Agreement will be paid to the Sub-Adviser. If Shareholders of the Fund do not approve the New Advisory Agreement and the New Sub-Advisory Agreement prior to the end of the 150-day period, the Board will take such action as it deems to be in the best interests of the Fund, and the Sub-Adviser will be paid the lesser of its costs incurred in performing its services under the Interim Sub-Advisory Agreement or the total amount in the escrow account, plus interest earned.

Affiliated Service Providers, Affiliated Brokerage and Other Fees

During the Fund’s most recently completed fiscal year, the Fund made no material payments to the Sub-Adviser or any affiliated person of the Sub-Adviser for services provided to the Fund except as set forth herein.

The Fund paid no brokerage commissions within the last fiscal year to (i) any broker that is an affiliated person of the Fund or an affiliated person of such person, or (ii) any broker or affiliated person of which is an affiliated person of the Fund, ALPS Advisors or the Sub-Adviser.

Information about the Sub-Adviser

Principal Real Estate Investors, LLC advises or sub-advises \$75.9 billion in real estate assets as of December 31, 2017. The Sub-Adviser’s real estate capabilities include both public and private equity and debt investment alternatives. The Sub-Adviser is the dedicated real estate group of Principal Global Investors, a diversified asset management organization and a member of the Principal Financial Group, Inc[®]. The Sub-Adviser is not affiliated with ALPS Advisors or any of its affiliates. The Sub-Adviser is registered with the Securities and Exchange Commission (“SEC”) as an investment adviser and is located at 801 Grand Ave., Des Moines, Iowa 50392.

The following table provides information regarding the principal executive officer, directors and certain other officers of the Sub-Adviser.

Name	Position(s) with Sub-Adviser
Pat Halter	Chief Executive Officer
Todd Everett	Senior Managing Director - Commercial Real Estate
Ken Dubas	Chief Operating Officer
Kelly Rush	Chief Investment Officer, Global Real Estate Securities
Marc Peterson	Chief Investment Officer, CMBS
Indy Karlekar	Senior Managing Director - Global Research and Strategy
Doug Harper	Senior Managing Director
Jay Davis	Senior Managing Director
John Berg	Senior Managing Director

Rod Vogel	Senior Managing Director
Marty Cropp	Senior Managing Director
Chris Duey	Managing Director
Patricia Bailey	Director

Required Vote

The presence in person or by proxy of one-third of the Fund's shares that are entitled to vote constitutes a quorum.

Approval of the New Sub-Advisory Agreement requires the affirmative vote of a “majority of the outstanding voting securities” of the Fund, which, under the 1940 Act, means the affirmative vote of the lesser of (a) 67% or more of the shares of the Fund present at the Meeting or represented by proxy if the holders of more than 50% of the outstanding shares are present or represented by proxy, or (b) more than 50% of the outstanding shares.

THE BOARD OF TRUSTEES RECOMMENDS THAT SHAREHOLDERS OF THE FUND VOTE “FOR” PROPOSAL 2.

BOARD CONSIDERATIONS

Summary of Board Meetings and Considerations

The Board of Trustees, including the Independent Trustees, met in person on March 15, 2018 to evaluate, among other things, the Transaction, ALPS Advisors, the Sub-Adviser and to determine whether approving the New Advisory Agreement and the New Sub-Advisory Agreement was in the best interests of the Fund's Shareholders. At the Board meeting and throughout the process of considering the Transaction, the Board, including a majority of the Independent Trustees, was advised by its independent legal counsel.

In their consideration of the approval of the New Advisory Agreement and New Sub-Advisory Agreement, and the Transaction, the Board and its counsel reviewed materials furnished by ALPS Advisors, DST, SS&C and the Sub-Adviser, and communicated with senior representatives of ALPS Advisors, DST and the Sub-Adviser regarding their personnel, operations and financial condition. The Board also reviewed the terms of the Transaction and considered its possible effects on the Fund and its Shareholders. In this regard, the Trustees spoke with representatives of ALPS Advisors, DST and SS&C during the Board meeting and in private sessions to discuss the anticipated effects of the Transaction.

During these meetings, the representatives of ALPS Advisors and DST indicated their belief based on discussions with DST and SS&C (and with respect to (iii) the Sub-Adviser), that the Transaction would not adversely affect (i) the continued operation of the Fund; (ii) the capabilities of the senior personnel and investment advisory personnel of ALPS Advisors who currently manage the Fund to continue to provide these and other services to the Fund at the current levels; or (iii) the capabilities of the Sub-Adviser to continue to provide the same level of sub-advisory and other services to the Fund.

Approval of New Advisory Agreement and New Sub-Advisory Agreement

In approving the New Advisory Agreement and the New Sub-Advisory Agreement, the Trustees, including the Independent Trustees, considered the following factors:

Nature, Extent, and Quality of Services. In examining the nature, extent and quality of the investment advisory services provided by ALPS Advisors, the Trustees considered the qualifications, experience and capability of ALPS Advisors' management and other personnel and the extent of care and conscientiousness with which ALPS Advisors performs its duties. In this regard, the Trustees considered, among other matters, the process by which ALPS Advisors

performs oversight of the Fund, including ongoing due diligence regarding product structure, resources, personnel, technology, performance, compliance and oversight of the Sub-Adviser.

With respect to the nature, extent and quality of the investment advisory services provided by the Sub-Adviser, the Trustees considered the Sub-Adviser's investment management process it uses in managing the assets of the Fund, including the experience and capability of the Sub-Adviser's management and other personnel responsible for the portfolio management of the Fund and compliance with the Fund's investment policies

and restrictions. The Trustees also considered the favorable assessment provided by ALPS Advisors as to the nature and quality of the services provided by the Sub-Adviser and the ability of the Sub-Adviser to fulfill its contractual obligations.

Based on the totality of the information considered, the Trustees concluded that the Fund was likely to benefit from the nature, extent and quality of ALPS Advisors' and the Sub-Adviser's services, and that ALPS Advisors and the Sub-Adviser have the ability to provide these services based on their respective experience, operations and current resources.

Investment Performance of the Fund, ALPS Advisors and the Sub-Adviser. The Board reviewed the Fund's investment performance over time and compared that performance to other funds in its peer group. In making its comparisons, the Board utilized a report from Broadridge, an independent provider of investment company data. The Board considered the Fund's net asset value total return relative to the average return for the Real Estate Lipper Category, as assigned by Lipper, Inc. The Board also considered the views of ALPS Advisors and the Sub-Adviser that in light of the Fund's dynamic allocation strategy that permits it to vary its allocation to both commercial mortgage backed securities and other U.S. and non-U.S. real estate-related securities, such as REITs and REIT-like entities, there are no directly comparable peer funds that utilize a similar investment strategy.

Costs of Services and Profits Realized, and Comparison with other Advisory Contracts. The Board considered the fees payable under the Advisory Agreement. The Board reviewed the information compiled by Broadridge comparing the Fund's contractual management fee rate (on managed assets) and net management fee rate (on both managed assets and common assets—which includes advisory and subadvisory and administrative service fees—as well as the Fund's net total expense ratios) to other funds in its expense group. The Board considered the Fund's fees relative to its Broadridge peer group. The Trustees considered the statements of ALPS Advisors explaining the differentiation between the Fund and the peer group given the Fund's significant investment in CMBS, a complex asset class, versus the peer group being composed solely of funds that invest in REITs. The Board noted that ALPS Advisors does not serve as investment adviser to any other comparable closed-end funds.

The Trustees also considered that the fee paid to the Sub-Adviser is paid out of the fees paid to ALPS Advisors and that no separate fee for sub-advisory services is charged to the Fund. The Trustees also considered the fees charged by the Sub-Adviser to other accounts managed using a CMBS strategy, and to other accounts managed using a REIT strategy. The Trustees considered the material provided by the Sub-Adviser with respect to fees received for services provided to another registered investment company client for which it separately manages a CMBS "sleeve." The Trustees considered statements by the Sub-Adviser explaining that this other registered investment company did not receive the same types of services that the Fund receives because, among other factors, the Sub-Adviser does not provide a leverage strategy or a dynamic asset allocation strategy for the other account, and does not utilize derivative instruments for that account, in each

case unlike the mandate it has with respect to the Fund. The Trustees also considered ALPS Advisors' opinion that the compensation payable to the Sub-Adviser is reasonable, appropriate and fair in light of the nature and quality of the services provided to the Fund.

The Board reviewed the meeting materials it received from ALPS Advisors regarding its revenues and expenses in connection with the services provided to the Fund, both solely with respect to ALPS Advisors, as well as together with revenues earned by ALPS Advisors' affiliates, ALPS Fund Services (in its capacity as administrator of the Fund), ALPS Portfolio Solutions Distributor, Inc. (in its capacity as providing distribution assistance) and DST (in its capacity as transfer agent of the Fund). The Trustees determined that the profitability of ALPS Advisors and the Sub-Adviser was within the range that courts had found reasonable, and considered that ALPS Advisors and the Sub-Adviser must be able to compensate their respective employees at competitive levels in order to attract and retain high-quality personnel to provide high-quality service to the Fund.

Economies of Scale. With respect to whether economies of scale are realized by ALPS Advisors and the Sub-Adviser and whether management fee levels reflect these economies of scale for the benefit of Fund investors, the Board considered ALPS Advisors' view that adding breakpoints would not be appropriate at this time and that any increases in the Fund's assets are primarily attributable to market appreciation and dividend reinvestments, rather than raising new capital, and therefore found that the level of management fees charged and fee structure remained appropriate.

Indirect Benefits. The Board considered whether there were any "fall-out" or ancillary benefits that may accrue to ALPS Advisors or Sub-Adviser or their affiliates as a result of their relationships with the Fund. The Trustees considered that both ALPS Advisors and the Sub-Adviser noted their belief that they would not experience any "fall-out" benefits. The Board concluded that the benefits accruing to ALPS Advisors and the Sub-Adviser by virtue of their relationships to the Fund appeared to be reasonable.

After evaluation of the performance, fee and expense information and the profitability, ancillary benefits and other considerations as described above, and in light of the nature, extent and quality of services provided by ALPS Advisors and the Sub-Adviser, the Board concluded that the level of fees to be paid to each of ALPS Advisors and the Sub-Adviser was reasonable.

In approving the New Advisory Agreement and the New Sub-Advisory Agreement and the fees charged under the New Advisory and the New Sub-Advisory Agreement, the Trustees concluded that no single factor reviewed by the Trustees was identified by the Trustees to be determinative as the principal factor in whether to approve the New Advisory Agreement and the New Sub-Advisory Agreement.

Based on the Trustees' deliberations and their evaluation of the information described above, the Trustees, including the Independent Trustees, concluded that ALPS Advisors' and the Sub-Adviser's compensation for investment advisory

and sub-advisory services

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is consistent with the best interests of the Fund and its Shareholders and the Board of Trustees, including the Independent Trustees, unanimously approved the New Advisory Agreement and the New Sub-Advisory Agreement.

In determining whether to approve the New Advisory Agreement and New Sub-Advisory Agreement for the Fund, and whether to recommend approval to Shareholders, the Board received information and made inquiries into all matters as it deemed appropriate. The Board reviewed and analyzed various factors it deemed relevant, including the following factors, among others, none of which by itself was considered dispositive:

the terms of the New Advisory Agreement, including the fees payable to ALPS Advisors by the Fund, are the same as the Existing Advisory Agreement but for the new commencement dates;

the terms of the New Sub-Advisory Agreement, including the fees payable by ALPS Advisors to the Sub-Adviser, are the same as the Existing Sub-Advisory Agreement but for the new commencement dates;

assurances from ALPS Advisors and SS&C that the manner in which the Fund's assets are managed will not change as a result of the Transaction, that the same people who currently manage the Fund's assets are expected to continue to do so after the Closing, and that ALPS Advisors and SS&C will seek to ensure that there is no diminution in the nature, quality and extent of the services provided to the Fund by ALPS Advisors and the Sub-Adviser;

that at the Meeting the Board had evaluated and approved the annual continuance of the Existing Advisory Agreement and Existing Sub-Advisory Agreement based on factors described above, including nature, extent and quality of services; investment performance of the Fund, ALPS Advisors and the Sub-Adviser; costs of services and profits realized, and comparison with other advisory contracts; economies of scale; and indirect benefits, and that in light of the lack of change in terms of the agreements (including fees payable) and services to be provided as a result of the Transaction, such factors also supported approval of the New Advisory Agreement and New Sub-Advisory Agreement;

the favorable history, reputation, qualification and background of SS&C;

ALPS Advisors' and DST's financial condition;

SS&C's financial condition;

that while the operations of ALPS Advisors are expected to continue with minimal or no change following the Closing, ALPS Advisors expects to benefit indirectly from the financial strength and information technology infrastructure of the merged organization;

the potential adverse effects on the Fund, in the event the Transaction is completed and new Advisory Agreement the New Sub-Advisory Agreement are not approved;

the fact that Shareholders of the Fund will not bear any costs in connection with the Transaction, inasmuch as ALPS Advisors and/or its affiliates have committed to pay the expenses of the Fund in connection with the Transaction, including all expenses in connection with the solicitation of proxies; and

that SS&C is aware of the terms of Section 15(f) of the 1940 Act, and that although the Transaction Agreement does not contain a specific covenant in that regard due to the small size of ALPS Advisors' business relative to the Transaction as represented by ALPS Advisors, SS&C does not intend to impose, and has committed to the Board to use commercially reasonable efforts not to impose, any unfair burden on the Fund as a result of the Transaction.

As a result of its review of the Transaction and the New Advisory Agreement and New Sub-Advisory Agreement and its consideration of the foregoing factors, the Board, including the Independent Trustees, unanimously approved the New Advisory Agreement and New Sub-Advisory Agreement for the Fund and recommended such agreements to Shareholders for their approval.

Approval of Interim Advisory Agreement and Interim Sub-Advisory Agreement

At its March 15, 2018 meeting, the Trustees, including the Independent Trustees, unanimously approved the Interim Advisory Agreement and Interim Sub-Advisory Agreement. If necessary to assure continuity of advisory and sub-advisory services, the Interim Advisory Agreement and Interim Sub-Advisory Agreement will take effect upon the Closing if Shareholders have not yet approved the New Advisory Agreement and New Sub-Advisory Agreement. The terms of the Interim Advisory Agreement are substantially identical to those of the Existing Advisory Agreement and New Advisory Agreement and the terms of the Interim Sub-Advisory Agreement are substantially identical to those of the Existing Sub-Advisory Agreement and New Sub-Advisory Agreement, respectively, in each case except for certain term and fee escrow provisions. In light of the foregoing, the Trustees, including the Independent Trustees, unanimously determined that the scope and quality of services to be provided to the Fund under the Interim Advisory Agreement and Interim Sub-Advisory Agreement are at least equivalent to the scope and quality of services provided under the Existing Advisory Agreement and Existing Sub-Advisory Agreement.

PROPOSAL 3: ELECTION OF NOMINEES TO THE FUND'S BOARD OF TRUSTEES

Nominees for the Fund's Board of Trustees

The Fund's Board of Trustees is divided into three classes, each class having a term of three years. Each year the term of office for one class will expire. Listed below are the nominees for the Fund, who have been nominated by the Board of Trustees for election to a three-year term to expire at the Fund's 2021 Annual Meeting of Shareholders or until his successor is duly elected and qualified.

Rick A. Pederson
Jeremy Held

Unless authority is withheld, it is the intention of the persons named in the proxy to vote the proxy "FOR" the election of the nominee named above. The nominees have indicated that they each have consented to serve as a Trustee if elected at the Meeting. However, if a designated nominee declines or otherwise becomes unavailable for election, the proxy confers discretionary power on the persons named therein to vote in favor of a substitute nominee or nominees.

Information About Each Trustee's Professional Experience and Qualifications

Provided below is a brief summary of the specific experience, qualifications, attributes or skills for each Trustee that warranted their consideration as a Trustee candidate to the Board of Trustees, which is structured as an investment company under the Investment Company Act of 1940, as amended, ("1940 Act").

Rick A. Pederson – Mr. Pederson has served as a Trustee of the Fund since April 2013. He currently serves on the Fund's Qualified Legal Compliance Committee, Nominating and Corporate Governance Committee and on the Audit Committee. Mr. Pederson has been a long-time manager of private equity and real estate investment funds, and has served on the boards of several private companies and not-for-profit entities. He was selected to serve as a Trustee of the Fund based on his business and financial services experience.

Jerry G. Rutledge – Mr. Rutledge has been a Trustee of the Fund since April 2013. He currently serves on the Fund's Qualified Legal Compliance Committee, Nominating and Corporate Governance Committee and on the Audit Committee. Mr. Rutledge is the President and owner of Rutledge's Inc., an upscale men's clothing store, which he

opened in 1967. Mr. Rutledge has over 40 years of business experience. He served on the University of Colorado Board of Regents from 1995 to 2007. Mr. Rutledge also served as a Director of the American National Bank until 2009. Mr. Rutledge is a graduate of the University of Colorado. He was selected to serve as a Trustee of the Fund based on his business experience.

Ernest J. Scalberg – Dr. Scalberg has served as a Trustee of the Fund since April 2013 and Chairman of the Fund since 2017. He also serves on the Fund’s Qualified Legal Compliance Committee, Nominating and Corporate Governance Committee and on the Audit Committee and has been designated by the Board of Trustees as an “audit committee financial expert,” as defined in SEC rules. Currently retired, Dr. Scalberg served most recently as a Research Professor and Director of the GLOBE Center at the Monterey Institute of International Studies until 2014. Previously, Dr. Scalberg was Associate Vice President for External Programs and Dean of the Fisher Graduate School of International Business at the Monterey Institute of International Studies from 2001 to 2009, and was the Dean of the Graduate School of Business Administration and Dean of Faculty of the Schools of Business at Fordham University from 1994 to 2001. In the 1980s, Dr. Scalberg established UCLA’s Executive MBA Program and a new style of MBA program for the fully employed professional. In 1990 he moved to Hong Kong, where for three years he worked to create a new school of business at the Hong Kong University of Science and Technology, in a partnership between UCLA and the Hong Kong government. Dr. Scalberg currently serves on the Board of Trustees, and on the Audit and Nominating Committees of The Select Sector SPDR Trust. Dr. Scalberg also has served on the Boards of numerous non-profit organizations from 1974 to the present, and is the current Chairman of the Board of the Foundation of the International University in Geneva, Switzerland. He was selected to serve as a Trustee of the Fund based on his business and finance experience.

Jeremy Held – Mr. Held has been an Interested Trustee of the Fund since December 2017. Mr. Held joined ALPS in 1996 and currently serves as Senior Vice President, Director of Research of ALPS Advisors and Senior Vice President of Red Rocks Capital, LLC. Mr. Held is a Chartered Financial Analyst and a Certified Financial Planner. Mr. Held graduated summa cum laude from the University of Colorado at Boulder with a degree in International Business. He was selected to serve as a Trustee of the Fund based on his business, financial services and investment management experience.

Also, additional information regarding each Trustee’s current age, principal occupations and other directorships, if any, that have been held by the Trustees is provided in the table below.

Additional Information About Each Trustee and the Fund’s Officers

The table below sets forth the names and age of the Trustees and principal officers of the Fund, the year each was first elected or appointed to office, their term of office, their principal business occupations during at least the last five years, the number of portfolios overseen by each Trustee or the Fund Complex, and their other directorships of public companies. Unless noted otherwise, the address for the Trustees and officers is 1290 Broadway, Suite 1100, Denver, Colorado 80203.

INDEPENDENT TRUSTEES

Name and Year of Birth	Position(s) Held with Registrant	Term of Office and Length of Time Served	Principal Occupation(s) During Past 5 Years	Number of Funds in Fund Complex⁽¹⁾ Overseen by Trustee	Other Directorships⁽²⁾ Held by Trustee During Past 5 Years
Rick A. Pederson (1952)	Trustee	Term expires in 2018. Has served since April 2013.	Partner, Bow River Capital Partners (private equity management), 2003 - present; Advisor, Pauls Corporation (real estate investment management and development), 2008 - present; Chairman, Ross Consulting Group (real estate consulting services) 1983-2013; Advisory Board, Neenan Company (construction services) 2002-present; Board Member, Prosci Inc. (private business services) 2013-2016; Advisory Board Member, Citywide Banks (Colorado community bank) 2014-present; Board Member, Strong-Bridge Consulting, 2015-present; Board Member, IRI/ODMS Holdings LLC, 2017 – present; Director, National Western Stock Show (not for profit) 2010 - present; Director, History Colorado (not for profit) 2015-present; Trustee, Boettcher Foundation, 2018.	21	Westcore Trust (14 funds); ALPS ETF Trust (20 funds).
Jerry G. Rutledge (1944)	Trustee	Term expires in 2020. Has served since April 2013.	President and owner of Rutledge's Inc. (retail clothing business); Regent of the University of Colorado (1994 – 2007). Director, University of Colorado Hospital (2007– 2017).	13	Clough Global Allocation Funds (1 fund); Clough Global Equity Fund (1 fund); Clough Global Opportunities Fund (1 fund); Financial Investors Trust (33 funds).
Ernest J. Scalberg	Chairman and Trustee	Term expires in 2019. Has served as	Formerly the Research Professor and Director of the GLOBE Center, Monterey Institute of International	1	The Select Sector SPDR Trust (10 funds).

(1945) Trustee since April 2013. Has served as Chairman since July 2017. Studies (2009 – 2014); Associate Vice President for External Programs and Dean of Fisher Graduate School of International Business (2001 – 2009); Director, Advisor or Trustee to numerous non-profit organizations (1974 – present); and Chairman of the Board of the Foundation, International University in Geneva (IUG), Switzerland (2005 – present).

INTERESTED TRUSTEE⁽³⁾ AND OFFICERS⁽⁴⁾

Name and Year of Birth	Position(s) Held with Registrant	Term of Office and Length of Time Served	Principal Occupation(s) During Past 5 Years	Number of Funds in Fund Complex⁽¹⁾ Overseen by Trustee	Other Directorships⁽²⁾ Held by Trustee During Past 5 Years
Jeremy Held (1974)					