Kenanga Investors

INFORMATION MEMORANDUM

IN RESPECT OF THE

KENANGA GLOBAL MULTI ASSET FUND

Manager:
Kenanga Investors Berhad
(Company No. 353563-P)

Trustee:
RHB Trustees Berhad
(Company No. 573019-U)

This Information Memorandum is dated 20 November 2017.

Investors are advised to read and understand the contents of this Information Memorandum. If in doubt, please consult a professional adviser before subscribing to Units of the Kenanga Global Multi Asset Fund.

TABLE OF CONTENTS

Page No.

RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER

This Information Memorandum has been seen and approved by the directors of Kenanga Investors Berhad and they collectively and individually accept full responsibility for the accuracy of all information contained herein and confirm, having made all enquiries which are reasonable in the circumstances, that to the best of their knowledge and belief, there are no other facts omitted which would make any statement herein misleading.

The Securities Commission Malaysia will not be liable for any non-disclosure on the part of Kenanga Investors Berhad and takes no responsibility for the contents of this Information Memorandum, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon the whole or any part of the content of this Information Memorandum.

SOPHISTICATED INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. IN CONSIDERING THE INVESTMENT, INVESTORS WHO ARE IN DOUBT AS TO THE ACTION TO BE TAKEN SHOULD CONSULT THEIR PROFESSIONAL ADVISERS IMMEDIATELY.

Additional Statements

Sophisticated Investors should note that they may seek recourse under the Capital Markets and Services Act 2007 for breaches of securities laws including any statement in the Information Memorandum that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to the Information Memorandum or the conduct of any other person in relation to the Fund.

The Fund will not be offered for sale in the United States of America, its territories or possessions and all areas subject to its jurisdiction, or to any U.S. Person(s). Accordingly, investors may be required to certify that they are not U.S. Person(s) before making an investment in the Fund.

DEFINITION

Base Currency	Means the base currency of the Fund i.e. MYR.
BNM	Refers to Bank Negara Malaysia.
Bursa Malaysia	Means the stock exchange managed and operated by Bursa Malaysia Securities Berhad.
Business Day	In respect of the Fund means, a day on which Bursa Malaysia is open for trading. The Manager may however declare certain Business Days as non-Business Days if the banks in the Cayman Islands and the United States of America are not open for business.
Class(es) of Units	Means any class of Units representing similar interests in the assets of the Fund although a class of Units of the Fund may have different features from another class of Units of the same Fund and "Class" means any one class of Units.
CMSA	Means the Capital Markets and Services Act 2007.
Companies Law	Means the Companies Law (2016 Revision) of the Cayman Islands as amended from time to time.
Deed	Means the deed entered into between the Manager and the Trustee dated 15 November 2017 in respect of the Fund, including any supplemental deeds thereto.
deposit(s)	Has the same meaning as defined in the Financial Services Act 2013.
development financial institution	Means a development financial institution prescribed by and regulated under the Development Financial Institutions Act 2002.
FATCA	One or more of the following, as the context requires: 1. sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 and any associated legislation, regulations or guidance, commonly referred to as the U.S. Foreign Account Tax Compliance Act, the Common Reporting Standard issued by the Organisation for Economic Cooperation and Development, or similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting and/or withholding tax regimes; 2. any intergovernmental agreement, treaty or any other

	arrangement between the Cayman Islands and any of the U.S. or any other jurisdiction (including between any government bodies in each relevant jurisdiction), entered into to facilitate, implement, comply with or supplement the legislation, regulations or guidance described in paragraph (1); and 3. any legislation, regulations or guidance implemented in the Cayman Islands to give effect to the matters outlined in the preceding paragraphs.
financial institution	Means: (a) if the institution is in Malaysia: (i) licensed bank; (ii) licensed investment bank; (iii) licensed Islamic bank; or (iv) development financial institution; (b) if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services.
Flagship USD Class Shares	Means a class of the Participating Shares.
Fund or KGMAF	Means the Kenanga Global Multi Asset Fund.
GST	Refers to the tax levied on goods and services pursuant to the Goods and Services Tax Act 2014.
Guidelines	Means the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC and any other relevant guidelines issued by the SC.
Information Memorandum	Refers to the information memorandum of this Fund, including any supplemental/replacement information memorandums thereto.
Initial Offer Period	In respect of a Class of Units, means the period when the Manager invites potential investors to participate in the Fund by subscribing for that Class of Units in the Fund. During this period, Units are created, cancelled, sold and repurchased at the Initial Offer Price.
Initial Offer Price	Means the price payable by an applicant for a Unit during the Initial Offer Period.
Investment Manager of the Target Fund	Refers to Taaffeite Capital Management, LLC.
long-term	Means a period of more than 5 years.
Manager / KIB / we / us	Kenanga Investors Berhad (Company No. 353563-P).

Management Fee	Is a percentage of the NAV of the Fund that is paid to the Manager for managing the Fund.
MYR Class	Means a class of Units of the Fund which is denominated in MYR.
Net Asset Value or NAV	Means the value of all the Fund's assets less the value of all the Fund's liabilities at the valuation point. Where the Fund has more than one class of Units, there shall be a NAV of the Fund attributable to each class of Units.
NAV per Unit	Means the Net Asset Value attributable to a Class of Units of the Fund at a particular valuation point divided by the number of Units in circulation of that Class of Units at the same valuation point.
Participating Shares	Means participating redeemable non-voting shares in the capital of the Target Fund of USD0.01 nominal or par value each in the capital of the Target Fund.
Participating Shareholder	Means the person registered as the holder of a Participating Share in the register of members of the Target Fund required to be kept pursuant to the Companies Law.
Partnership	Means TCM Global Index Fund, LP, a Delaware limited partnership, where the Target Fund will invest substantially all of the net proceeds from the sale of its Participating Shares into the partnership in a mini-master-feeder arrangement.
Redemption Date of the Target Fund	In respect of the Target Fund, means on Wednesday of each week on which the net asset value of the Target Fund is determined unless it is a New York public holiday then the preceding business day in New York, or such other days as may from time to time be determined by the directors of the Target Fund. The Redemption Date of the Target Fund is the same date with the Valuation Date of the Target Fund.
Redemption Notice Date	In respect of the Fund, means 1 Business Day prior to Redemption Notice Date of the Target Fund. If the Redemption Notice Date of the Target Fund falls on a non-Business Day, then the Redemption Notice Date shall mean 2 Business Days prior to the Redemption Notice Date of the Target Fund.
Redemption Notice Date of the Target Fund	In respect of the Target Fund, means not less than 3 business days prior to the Redemption Date of the Target Fund.
RM or Ringgit Malaysia or MYR	Means Ringgit Malaysia, the lawful currency of Malaysia.
Securities Commission or	Means the Securities Commission Malaysia established

SC under the Securities Commission Malaysia Act 1993.

Sophisticated Investor Refers to: -

1. an individual whose total net personal assets, or total net joint assets with his or her spouse, exceed RM3 million or its equivalent in foreign currencies, excluding the value of the individual's primary residence;
2. an individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies per annum in the preceding 12 months;
3. an individual who, jointly with his or her spouse, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies per annum in the preceding 12 months;
4. a corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts;
5. a partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies;
6. a unit trust scheme or prescribed investment scheme;
7. a private retirement scheme;
8. a closed-end fund approved by the SC;
9. a company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies;
10. a corporation that is a public company under the Companies Act 2016 which is approved by the SC to be a trustee under the CMSA and has assets under management exceeding ten million ringgit or its equivalent in foreign currencies;
11. a statutory body established by an Act of Parliament or an enactment of any State;
12. a pension fund approved by the Director General of Inland Revenue under section 150 of the Income Tax;
13. Central Bank of Malaysia established under the Central Bank of Malaysia Act 2009;
14. a holder of a capital markets services license or an executive director or a chief executive officer of a holder of a capital markets services license;
15. a licensed institution as defined in the Financial Services Act 2013;
16. an Islamic bank as defined in the Islamic Financial Services Act 2013;
17. an insurance company registered under the Financial Services Act 2013;
18. a takaful operator registered under the Islamic Financial Services Act 2013;
19. a bank licensee or insurance licensee as defined under the Labuan Financial Services and Securities Act 2010;
20. an Islamic bank licensee or takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010; and

	21. any other investor as may be defined by the Securities Commission from time to time.
Special Resolution	Means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed and carried by a majority of not less than three-fourths of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, "three-fourths of the Unit Holders present and voting at the meeting in person or by proxy" means three-fourths of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund or a Class, **"Special Resolution"** means a resolution passed at a meeting of Unit Holders duly convened in accordance with the Deed by a majority in number representing not less than three-fourths of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy.
Subscription Notice Date	In respect of the Fund, means 1 Business Day prior to Subscription Notice Date of the Target Fund. If the Subscription Notice Date of the Target Fund falls on a non-Business Day, then the Subscription Notice Date shall mean 2 Business Days prior to Subscription Notice Date of the Target Fund.
Subscription Notice Date of the Target Fund	In respect of the Target Fund, means not less than 3 business days prior to the Valuation Date of the Target Fund.
Target Fund or TGIF	Means TCM Global Index Fund (Cayman), Ltd.
Target Fund's Offering Memorandum	Means the Confidential Offering Memorandum of August 2017.
Trustee	Means RHB Trustees Berhad (Company No. 573019-U).
Trustee Fee	Is a percentage of the NAV of the Fund that is paid to the Trustee for acting as the trustee for the Fund.
Unit(s)	Refers to an undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund and means a unit issued for each Class of Units.
Unit Holder(s)	Refers to Sophisticated Investor(s) for the time being registered as the holder of Units in the Fund, including a jointholder.
USD	Means US Dollar, the lawful currency of the United States of America.
USD Class	Means a class of Units of the Fund which is denominated in

USD.

U.S. (United States) Person(s)

Means any individual or entity that would be a U.S. Person under Regulation S of the Securities Act. The Regulation S definition of U.S. Person includes:

a) Any natural person resident in the United States;
b) Any partnership or corporation organized or incorporated under the laws of the United States;
c) Any estate of which any executor or administrator is a U.S. Person;
d) Any trust of which any trustee is a U.S. Person;
e) Any agency or branch of a foreign entity located in the United States;
f) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
g) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if individual) resident in the United States;
h) Any partnership or corporation if:
   (i) Organized or incorporated under the laws of any foreign jurisdiction; and
   (ii) Formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act,

   unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.

Any U.S. citizen or "resident alien" within the meaning of U.S. income tax laws as in effect from time to time. Currently, the tern "resident alien" is defined under U.S. income tax laws to generally include any individual who (i) holds an Alien Registration Card (a "green card") issued by the U.S. Citizenship and Immigration Services or (ii) meets a "substantial presence" test.

With respect to persons other than individuals: (i) a corporation or partnership created or organized in the United States or under the laws of the United States or any state; (ii) a trust where (a) a U.S. court is able to exercise primary supervision over the administration of the trust and (b) one or more U.S. persons have the authority to control all substantial decisions of the trust; and (iii) an estate which is subject to U.S. tax on its worldwide income from all sources.

Valuation Day of the Fund

Means on Wednesday of each week on which the NAV of the Fund is determined unless it is a New York public holiday then the preceding business day in New York.

Valuation Date of the Target

In respect of the Target Fund, means on Wednesday of

Fund	each week on which the net asset value of the Target Fund is determined unless it is a New York public holiday then the preceding business day in New York, or such other days as may from time to time be determined by the directors of the Target Fund.

CHAPTER 1: KEY DATA

This section contains a summary of the salient information about the Fund.

Classes of Units	MYR Class	USD Class
Name of Fund	Kenanga Global Multi Asset Fund.	
Fund Type	Growth	
Fund Category	Equity (feeder)	
Initial Offer Period	Fourteen (14) Business Days from the launch date of this Information Memorandum	
Initial Offer Price	MYR1.0000	USD1.0000
Commencement Date	Means the seventh (7^{th}) Business Day immediately following the end of the Initial Offer Period or such earlier date as may be determined by us in the event we determine that it is in the best interest of the Unit Holders to commence investments for the Fund.	
Investment Objective	The Fund seeks to provide capital appreciation by investing in the Target Fund. *Any material changes to the investment objective of the Fund would require the approval of Unit Holders.*	
Investment Policy and Strategy	The Fund will invest at least 95% of the Fund's NAV in the Flagship USD Class Shares of the Target Fund, while any remaining NAV of the Fund will be invested in liquid assets.	
Asset Allocation	The Fund's portfolio will be structured as follows: ▪ Minimum 95% of the NAV to be invested in the Target Fund; and ▪ Up to 5% of the NAV to be invested in liquid assets comprising money market instruments and deposits with financial institutions.	
Principal Risks Associated with the Fund	▪ Liquidity risks ▪ Currency risks ▪ Country risks ▪ Concentration risks ▪ Redemption risks ▪ Target fund manager risks	
Principal Risks Associated with the	▪ General investment risks ▪ Investment and trading risks	

Target Fund	▪ Futures ▪ Option transactions ▪ Commodity interests ▪ Currency trading is speculative and volatile ▪ Derivative investments ▪ Debt and other income securities ▪ Currency risk ▪ Systems risks ▪ Concentration of investments ▪ Execution of orders ▪ Operational risks ▪ Portfolio turnover ▪ Short selling ▪ Leverage and margin transactions ▪ Highly volatile instruments ▪ Failure of futures commission merchants and broker-dealers ▪ Trading on exchanges outside the United States ▪ Risk of default of exchanges ▪ Reliance on the directors of the Target Fund and the Investment Manager of the Target Fund and no authority by participating shareholders ▪ Dependence on key personnel ▪ Changes in investment strategies ▪ Absence of regulatory oversight ▪ Discretionary decision making may result in missed opportunities ▪ Proprietary nature of investment strategy ▪ Limitations on liability and indemnification ▪ Limited reporting ▪ Cyber security breaches and identity theft ▪ Risk of loss ▪ Economic wind downs ▪ Effect of incentive fee ▪ Effect of substantial redemptions ▪ Lack of liquidity ▪ Suspension of redemptions and deferment of redemption proceeds ▪ Compulsory redemption ▪ Contingency reserves ▪ Tax considerations; distributions to shareholders and payment of tax liability ▪ Restrictions on transfer ▪ Lack of insurance ▪ Undisclosed investing strategy ▪ Side letters ▪ Regulations under Investment Company Act of 1940 ▪ Revised regulatory interpretations could make certain strategies obsolete ▪ Future regulatory change is impossible to predict ▪ Importance of general economic conditions ▪ Risks relating to markets ▪ Cross class liabilities ▪ Consequences for investors as a result of FATCA ▪ Handling of mail

Benchmark	The Fund will be measured against an absolute return benchmark of 15% per annum on a yearly basis. This is not a guaranteed return and it is only a measurement of the Fund's performance. The Fund may or may not achieve 15% per annum on a yearly basis in any particular financial year but targets to achieve this growth on a long-term basis. *Note:* *The risk profile of the Fund is not the same as the risk profile of the performance benchmark.*	
Base Currency	MYR	
Investors' Profile	The Fund is suitable for Sophisticated Investors who:- ▪ seek absolute returns; and ▪ have an aggressive risk appetite.	
Financial Year End	The period of twelve (12) months ending on the 31st day of March of every calendar year; for the avoidance of doubt, the first financial year shall commence on the date of this Information Memorandum and shall end on a date which does not exceed eighteen (18) months from the date of this Information Memorandum.	
Transaction Information		
Minimum Initial Investment	RM20,000 or such other amount as the Manager may prescribe from time to time.	USD5,000 or such other amount as the Manager may prescribe from time to time.
Minimum Additional Investment	RM5,000 or such other amount as the Manager may prescribe from time to time.	USD1,000 or such other amount as the Manager may prescribe from time to time.
Minimum Holding of Units	5,000 Units or such other amount as the Manager may prescribe from time to time.	1,000 Units or such other amount as the Manager may prescribe from time to time.
Minimum Redemption Amount	5,000 Units or such other amount as the Manager may prescribe from time to time.	1,000 Units or such other amount as the Manager may prescribe from time to time.
Conditions for Redemption	Unit Holders may redeem their investments in the Fund on the Redemption Notice Date by completing the prescribed redemption request form or such other manner as the Manager may accept and returning it to the Manager on or before the cut-off time of 4.00 p.m. on the Redemption Notice Date. Any redemption request received after 4.00 p.m. will be treated as having been received on the subsequent Redemption Notice Date.	

Payment of Redemption Proceeds	As the Target Fund will pay the redemption proceeds to the Fund within 8 business days^ from the Redemption Date of the Target Fund, the Fund will pay the redemption proceeds to its Unit Holders within 2 Business Day upon receipt of redemption proceeds from the Target Fund, or such other day as may from time to time be determined by the Manager. ^ "business day" refers to a day on which it is not a New York public holiday.
Transfer Facility	Transfer facility is not available for the Fund.
Switching Facility	Switching facility is not available for the Fund.
Fees and Charges	
Expenses directly incurred by Unit Holders	
Sales Charge	Up to 3.00% of the NAV per Unit. *Note:* *The sales charge is applicable to all classes of Units.*
Redemption Charge	None.
Expenses indirectly incurred by Unit Holders.	
Management Fee	Up to 1.00% per annum of the NAV of the Fund. The Management Fee is calculated on a daily basis and payable monthly. *Note:* *(1) The Management Fee is applicable to all classes of Units.* *(2) Unit Holders should be aware that the Investment Manager of the Target Fund will also be charging 1% of the net asset value of the Target Fund as management fee at the Target Fund level.*
Trustee Fee	(i) 0.08% per annum of the NAV of the Fund for NAV of up to RM200,000,000; and (ii) 0.06% per annum of the NAV of the Fund for NAV of any amount in excess of RM200,000,000. The Trustee Fee is calculated daily and payable monthly.
Other Expenses	Only expenses directly incurred by the Fund will be charged to the Fund. These expenses relate primarily to the administration of the Fund. These expenses include auditor's fees and other relevant professional fees, foreign custodial charges (if applicable), cost of distribution of quarterly and annual reports, tax certificates, reinvestment statements (if applicable) and other notices to Unit Holders. In addition, there are fees and expenses that are directly related and necessary to the business of the Fund, such as commissions paid to brokers and taxes that are also paid out of the Fund.

Other Information	
Reports	Unit Holders will receive the following statements and reports in a financial year: - Monthly statements of account which shows the balance of Unit Holders' investments and all transactions made during the month, distribution details and investment value; - Quarterly reports containing information of the Fund, a report on the Fund's performance and financial statements for the accounting period. The quarterly reports will be dispatched to all Unit Holders within 2 months from the close of each financial quarter; - Annual report containing information of the Fund, a report on the Fund's performance, audited financial statements for the accounting period and auditor's report. The annual report will be dispatched to all Unit Holders within 2 months from the close of each financial year.
Distribution Policy	Distribution of income, if any, will be at the discretion of the Manager.
Information about the Target Fund	
Name of the Target Fund	TCM Global Index Fund (Cayman), Ltd.
Investment Manager of the Target Fund	Taaffeite Capital Management, LLC.
Regulatory Authority of the Target Fund	Cayman Islands Monetary Authority.
Regulatory Authority of the Investment Manager	United States Commodity Futures Trading Commission.
Date of Establishment of the Target Fund	The Target Fund was established on 10 July 2014 as an open ended investment fund, sponsored by the Investment Manager.
Class of Shares that the Fund is investing in	Flagship USD Class Shares of the Target Fund.
Base Currency of the Target Fund	USD.

ALL FEES AND CHARGES PAYABLE TO THE MANAGER AND THE TRUSTEE ARE SUBJECT TO GOODS AND SERVICES TAX THAT IS IMPOSED BY THE GOVERNMENT OR OTHER AUTHORITIES FROM TIME TO TIME.

SOPHISTICATED INVESTORS ARE ADVISED TO READ THE INFORMATION MEMORANDUM AND OBTAIN PROFESSIONAL ADVICE BEFORE SUBSCRIBING TO THE UNITS OF THE FUND.

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH INVESTORS SHOULD CONSIDER, PLEASE REFER TO THE "RISK FACTORS" SECTION COMMENCING ON PAGE 7.

AS THIS IS A FEEDER FUND, THE MANAGER HAS PROVIDED SOPHISTICATED INVESTORS WITH INFORMATION ON THE TARGET FUND BASED ON THE TARGET FUND'S OFFERING MEMORANDUM. YOU MAY OBTAIN A COPY OF THE LATEST TARGET FUND'S OFFERING MEMORANDUM FROM THE MANAGER.

INVESTORS SHOULD ALSO BE AWARE THAT THE MANAGER MAY FROM TIME TO TIME INTRODUCE ADDITIONAL CLASS(ES) TO THE FUND BY WAY OF REPLACEMENT OR SUPPLEMENTARY INFORMATION MEMORANDUM. A NOTIFICATION WILL BE SENT TO ALL UNIT HOLDERS PRIOR TO THE LAUNCH OF THE ADDITIONAL CLASS(ES). UNIT HOLDERS' APPROVAL IS NOT REQUIRED IF THE LAUNCH OF ADDITIONAL CLASS(ES) DOES NOT PREJUDICE THE INTERESTS OF THE EXISTING UNIT HOLDERS.

CHAPTER 2: RISK FACTORS

2.1 General Risks of Investing in the Fund

Below are some of the general risks which Unit Holders should be aware of when investing in the Fund.

Market Risks – Market risks refers to the possibility that an investment will lose value because of a general decline in financial markets, due to economic, political and/or other factors, which will result in a decline in the Fund's NAV.

Management Risks – The performance of the Fund is affected by the experience, expertise and investment strategy of the Investment Manager of the Target Fund. A lack of experience, knowledge and expertise, as well as poor execution of the investment strategy of the Target Fund may affect the returns of the Fund and may result in a loss of the capital invested.

Performance Risks – The performance of the Fund depends on the investments of the Fund. If the investments of the Fund do not perform in accordance with expectations, there will be a negative impact on the performance of the Fund.

Inflation Risks – Inflation creates uncertainties over the future value of investments. There is a risk that the Fund may generate a return on investment lower than the inflation rate. This would reduce investors' purchasing power even though the nominal value of the investment in monetary terms has increased.

Risk of Non-compliance – This risk refers to the possibility that the Manager may not follow the provisions set out in this Information Memorandum or the Deed or the laws, rules, Guidelines or internal operating policies which governs the Fund. Non-compliance may occur directly due to factors such as human error or system failure and can also occur indirectly due to amendment on the relevant regulatory frameworks, laws, rules and other legal practices affecting the Fund. This risk may result in operational disruptions and potential losses to the Fund.

2.2 Specific Risks related to the Fund

The specific risks affecting investments in this Fund may include but are not limited to:

Liquidity Risks – Refers to the ability of the Fund to honour the requests for redemption in a timely manner, and it is subject to the Fund's holding of adequate liquid assets and/or the redemption restrictions imposed by the Target Fund.

Currency Risks – Also known as currency exchange risk, this risk arises from the change in price of one currency in relation to another. As such, there could be a potential risk of loss from fluctuating foreign exchange rates as long as there is a conversion from one currency to another currency. As the Fund is a multi-class fund with different currency classes, it will be exposed to currency risk. As such, investors should note that any gains or losses arising from the fluctuation in the relevant exchange rates may further increase or decrease the returns of the investment.

At the Fund level, it will be exposed to non-RM denominated assets e.g. subscriptions proceeds from USD Class, and liabilities e.g. USD-based expenses of the Fund. These non-RM denominated exposures are subject to the exchange rate fluctuations against RM (base currency of the Fund).

At the class level, the impact of the exchange rate movement between the base currency of the Fund and the currency of the USD Class may result in an appreciation or depreciation of the Unit Holder’s holdings when expressed in the currency of the USD Class.

There could also be a potential risk of loss in relation to the MYR Class from fluctuating foreign exchange rates when the redemption proceeds from the Target Fund is converted into MYR based on the prevailing conversion rate.

Country Risks - As the Target Fund is domiciled in Cayman Islands, the Target Fund is subject to country risk. The Fund’s investments in the Target Fund may be adversely affected by political instability as well as exchange controls, changes in taxation, foreign investment policies, restrictions on repatriation of investments and other restrictions and controls which may be imposed by the relevant authorities in Cayman Islands. This in turn may cause the NAV of the Fund to fall.

Concentration Risks – The Fund is exposed to concentration risk as it is investing wholly in one single collective investment scheme i.e. the Target Fund. Hence, the value of the Fund and its performance is fully dependent on the performance of the Target Fund.

Redemption Risks - The ability of the Fund to meet requests for redemption is subject to the Investment Manager of the Target Fund to honor its obligations.

Target Fund Manager Risks – As a feeder fund, the Fund invests directly into the Target Fund which is managed by the Investment Manager of the Target Fund. The Manager has no control over the investment techniques and strategies, operational controls and management of the Investment Manager of the Target Fund. In the event of any mismanagement of the Target Fund, the Fund, which invests substantially all of its assets into the Target Fund, would be affected adversely so as the performance of the Fund.

2.3 Specific Risks related to the Target Fund

The Target Fund will invest substantially all its assets in the Partnership. As such, all references to the risks associated with an investment in the Partnership shall include the Target Fund, unless otherwise specified or the context so requires.

General Investment Risks – The Partnership’s success depends on the Investment Manager of the Target Fund’s ability to implement its investment strategy. Any factor that would make it more difficult to execute timely trades, such as a significant lessening of liquidity in a particular market, may also be detrimental to profitability. No assurance can be given that the investment strategies to be used by the Target Fund will be successful under all or any market conditions.

The prices of the securities and other instruments in which the Partnership invests may be unavailable. Market movements are difficult to predict and are influenced by, among other things, government trade, fiscal, monetary and exchange control programs and policies; changing supply and demand relationships; national and international political and economic events; changes in interest rates; and the inherent volatility of the marketplace. In addition, governments from time to time intervene, directly and by regulation, in certain markets, often with the intent to influence prices directly. The effects of governmental intervention may be particularly significant at certain times in the financial instrument and currency markets, and such intervention (as well as other factors) may cause these markets and related investments to move rapidly.

Investment and Trading Risks – All investments involve the risk of a loss of capital. The Investment Manager of the Target Fund believes that the Partnership's investment program and its research and risk-management techniques moderate this risk through the careful selection of securities and other financial instruments and/or portfolio construction. No guarantee or representation is made that the Partnership's, and therefore the Target Fund's, investment program will be successful, and investment results may vary substantially over time.

Instruments Traded Futures – Futures markets are highly volatile. Investing in the futures markets involves being able to analyze correctly such markets, which are influenced by, among other things, changing supply and demand relationships, weather, governmental, agricultural, and commercial and trade programs and policies designed to influence commodity prices, world political and economic events, and changes in interest rates. Moreover, investments in commodities, futures, and options contracts involve additional risks including, without limitation, leverage (i.e., margin is usually only 5% to 15% of the face value of the contract and exposure can be nearly unlimited) and credit risk vis-à-vis the contract counterparty. A futures position may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits." Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a particular futures contract increases or decreases by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent the Partnership from promptly liquidating unfavorable positions and subject it to substantial losses.

Option Transactions – The purchase or sale of an option by the Partnership involves the payment or receipt of a premium payment and the corresponding right or obligation, as the case may be, to either purchase or sell the underlying investment for a specific price at a certain time or during a certain period. Purchasing options involves the risk that the underlying investment does not change in price in the manner expected, so that the option expires worthless and the investor loses its premium. Selling options, on the other hand, involves potentially greater risk because the investor is exposed to the extent of the actual price movement in the underlying investment in excess of the premium payment received.

Commodity Interests – Commodity interest prices are highly volatile. Price movements for such interests are influenced by, among other things, changing supply and demand relationships; trade, fiscal, political, and economic events and policies; changes in national and international interest rates of inflation; and currency devaluation and emotions of the marketplace. None of these factors can be controlled by the Investment Manager of the Target Fund and no assurance can be given that Partnership's investment program will result in profitable trades or that losses will not be incurred.

The low margin deposits normally required in commodity interest trading result in an extremely high degree of leverage. A relatively small price movement in an unfavorable direction in a commodity interest, therefore, could result in immediate and substantial losses to the investor. Like other leveraged instruments any purchase or sale of a commodity interest may result in losses in excess of the amount invested in that commodity interest. The Partnership may lose more than its initial margin deposit on a trade. Gains made using leverage will generally cause the value of the Partnership's portfolio to rise faster than could be the case without borrowing. Conversely, if investment results fail to cover the cost of borrowing, the value of the Partnership's portfolio could decrease faster than if there had been no borrowing. In connection with borrowing limited by applicable margin limitations, the Partnership may be required to reduce such borrowing on a timely basis in the event the value of the Partnership's assets falls below the coverage requirement of the margin limitations. In the event of such a required reduction of borrowing, the Partnership could be required to liquidate positions at times when it might not be desirable or advantageous from the Partnership's standpoint to do so.

It is not always possible to execute a buy or a sell order at the desired price, or to close out an open position, due to market illiquidity. Such illiquidity can be caused by intrinsic market conditions or it may be the result of extrinsic factors like the imposition of daily price fluctuation limits. Most United States commodity exchanges limit fluctuations in certain commodity interest prices during a single day by imposing what are known as "daily price fluctuation limits" or "daily limits." The daily limit, which is set by most exchanges for all but a portion of the expiration months, impose a floor and a ceiling on the process at which a trade may be executed, as measured from the last trading day's close. The purpose of daily limits is to limit risk of loss during a trading session. However, the existence of "daily limits" may have the less salutary effect of reducing liquidity or effectively curtailing trading in a particular market for both the future and its option.

Once the price of a particular contract has increased by an amount equal to the daily limit, a "limit up" or "limit down" position in the contract generally cannot be taken or liquidated unless traders are willing to effect trades at or within the limit. As a result, all trading ceases unless traders are willing to effect trades at or within the limit. It is not unusual for the price of a futures contract to move the daily limit for several consecutive days with little or no trading. Similar occurrences could prevent a participating customer from promptly liquidating unfavorable positions and subject him to substantial losses that could exceed the margin initially committed to such trades.

In market emergencies, the United States Commodity Futures Trading Commission ("CFTC") and individual exchanges can take strong action that impacts on liquidity. Specifically, they are empowered to suspend or limit trading in a particular contract, order immediate liquidation and settlement of a particular contract, or order that trading in a particular contract be conducted for liquidation only. In this regard, toward the end of 1988, the Chicago Mercantile Exchange, which trades the Standard & Poor's 500 Stock Index futures contract, and three other futures markets which trade stock index futures contracts, adopted what has become known as "circuit breakers," that is, procedures for an automatic halt in trading that will trigger whenever the Dow Jones Industrial Average or the S&P 500 average declines or rises by a certain number of points. The installation of circuit breakers was recommended by the Brady Commission, which examines the causes of and industry response to a 508 point drop in the stock market on 19 October 1987, and by the Working Group on Financial Markets, composed of the heads of interested federal agencies, which also studied the events of 19 October 1987. Since the CFTC first approved these rules on 18

October 1988 there has been limited experience with their effect on liquidity and prices in the stock index futures markets and the full impact of these rules on trading in futures and options cannot be determined at this time.

Intrinsic market factors, such as the lack of demand for an overabundant supply of the underlying commodity, will affect market interest and therefore liquidity. The Investment Manager of the Target Fund is committed to trading in active markets although the determination of what is active is within its discretion.

Currency Trading is Speculative and Volatile – Currency prices can be highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. In addition, governments may from time to time intervene, directly and by regulation, in certain markets, particularly in the currencies. Such intervention is often intended to influence prices directly.

Derivative Investments – Derivatives are financial contracts whose value depends on, or is derived from, an underlying product, such as the value of a securities index. The risks generally associated with derivatives include the risks that: (1) the value of the derivative will change in a manner detrimental to the Partnership; (2) before purchasing the derivative, the Partnership will not have the opportunity to observe its performance under all market conditions; (3) another party to the derivative may fail to comply with the terms of the derivative contract; (4) the derivative may be difficult to purchase or sell; and (5) the derivative may involve indebtedness or economic leverage, such that adverse changes in the value of the underlying asset could result in a loss substantially greater than the amount invested in the derivative itself or in heightened price sensitivity to market fluctuations.

Derivatives markets can be highly volatile. The profitability of investments by the Partnership in the derivatives markets depends on the ability of the Investment Manager of the Target Fund to analyze correctly these markets, which are influenced by, among other things, changing supply and demand relationships, governmental, commercial and trade programs and policies designed to influence world political and economic events, and changes in interest rates. In addition, the assets of the Partnership may be pledged as collateral in derivatives transactions. Thus, if the Partnership defaults on such an obligation, the counterparty to such transaction may be entitled to some or all of the assets of the Partnership as a result of the default.

Debt and Other Income Securities – The Partnership may invest in fixed-income and adjustable rate securities. Income securities are subject to interest rate, market and credit risk. Interest rate risk relates to changes in a security's value as a result of changes in interest rates generally. Even though such instruments are investments that may promise a stable stream of income, the prices of such securities are inversely affected by changes in interest rates and, therefore, are subject to the risk of market price fluctuations. In general, the values of fixed income securities increase when prevailing interest rates fall and decrease when interest rates rise. Because of the resetting of interest rates, adjustable rate securities are less likely than non-adjustable rate securities of comparable quality and maturity to increase or decrease significantly in value when market interest rates fall or rise, respectively. Market risk relates to the changes in the risk or perceived risk of an issuer, industry, country or region. Credit risk relates to the ability of the issuer to make payments of principal and interest. The values of income securities may be affected by changes in the credit rating or financial condition of the issuing entities. Income securities denominated in non-U.S. currencies are also subject to the risk of a decline in the value of the denominating currency relative to the U.S. dollar.

The debt securities in which the Partnership may invest are not required to satisfy any minimum credit rating standard, and may include instruments that are considered to be of relatively poor standing and have predominantly speculative characteristics with respect to capacity to pay interest and repay principal. The Partnership may invest in bonds rated lower than investment grade, which may be considered speculative. The Partnership may also invest a substantial portion of its assets in high-risk instruments that are low rated, unrated or in default.

Currency Risk – The value of the Partnership's assets may be affected favorably or unfavorably by the changes in currency rates and exchange control regulations. Some currency exchange costs may be incurred when the Partnership changes investments from one country to another. Currency exchange rates may fluctuate significantly over short periods of time. They generally are determined by the forces of supply and demand in the respective markets and the relative merits of investments in different countries, actual or perceived changes in interest rates and other complex factors, as seen from an international perspective. Currency exchange rates can also be affected unpredictably by intervention by governments or central banks (or the failure to intervene) or by currency controls or political developments. The Partnership may seek to mitigate the risk of currency exchange fluctuation through the active and systematic use of currency hedges.

Systems Risks – The Partnership depends on the Investment Manager of the Target Fund to develop and implement appropriate systems for the Partnership's activities. The Partnership relies extensively on computer programs and systems to trade, clear and settle securities transactions, to evaluate certain securities based on real-time trading information, to monitor its portfolio and net capital, and to generate risk management and other reports that are critical to the oversight of the Partnership's activities. The ability of its systems to accommodate an increasing volume of transactions could also constrain the Investment Manager of the Target Fund's ability to manage the portfolio. In addition, certain of the Partnership's and the Investment Manager of the Target Fund's operations interface with or depend on systems operated by third parties, including prime brokers and market counterparties and their respective sub-custodians, and other service providers, and the Partnership or Investment Manager of the Target Fund may not be in a position to verify the risks or reliability of such third party systems. These programs or systems may be subject to certain defects, failures or interruptions, including, but not limited to, those caused by worms, viruses and power failures. Any such defect or failure could have a material adverse effect on the Partnership. For example, such failures could cause settlement of trades to fail, lead to inaccurate accounting, recording or processing of trades, and cause inaccurate reports, which may affect the Partnership's ability to monitor its investment portfolio and its risks. The Investment Manager of the Target Fund is not liable to the Partnership for losses caused by systems failures or due to any breakdown in the means of the communication normally used to ascertain the value of the Partnership's investments or to conduct trading in such investments.

Concentration of Investments – The Partnership is not subject to any significant limitations on the amount of Partnership capital which may be committed to any one investment, security type, issuer or geographic location. As a consequence of this potential investment concentration, the Partnership may be subject to greater losses than would be the case if it maintained a more diversified portfolio.

Execution of Orders – The Partnership's trading strategies depend on the ability to establish and maintain an overall market position in a combination of financial instruments selected by the Investment Manager of the Target Fund. The Partnership's trading orders may not be executed in a timely and efficient manner due to various circumstances, including, without limitation, systems failures or human error attributable to employees, brokers, agents or other service providers. In such events, the Partnership might only be able to acquire some, but not all, of the components of such position, or if the overall position were to need adjustment, the Partnership might not be able to make such adjustment. As a result, the Partnership would not be able to achieve the market position selected by the Investment Manager of the Target Fund, and might incur a loss in liquidating its position.

Operational Risks – The volume and complexity of the Partnership's transactions may place substantial burdens on the Investment Manager of the Target Fund's operational systems and resources, including those related to trade entry and execution, position reconciliation, corporate actions, marking procedures, finance, accounting, profit and loss reporting, internal management and risk reporting and funds transfers. Human error, system failure or other problems with any of these processes could result in material losses or costs, which will generally be borne by the Partnership.

Portfolio Turnover – The Partnership may, from time to time, engage in short-term trading. Short-term trading refers to the practice of buying and selling securities held for a short time, ranging from several months to less than a day. The objective of short-term trading is to take advantage of what the Investment Manager of the Target Fund believes are changes in a market, industry or individual company. Short-term trading increases the Partnership's transaction costs, which could affect the Partnership's performance, and could result in higher levels of taxable realized gains to shareholders.

Short Selling – The Partnership may engage in short selling as part of its general investment strategy. Short selling involves selling securities that are not owned and borrowing the same securities for delivery to the purchaser, with an obligation to replace the borrowed securities at a later date. Short selling allows the Partnership to profit from declines in market prices to the extent such decline exceeds the transaction costs and the costs of borrowing the securities. However, because the borrowed securities must be replaced by purchases at market prices in order to close out the short position, any appreciation in the price of the borrowed securities would result in a loss upon such repurchase. The Partnership's obligations under its short sales will be marked to market daily and collateralized by the Partnership's assets held at the broker, including its cash balance and its long securities positions. Because short sales must be marked to market daily, there may be periods when short sales must be settled prematurely, and a substantial loss would occur. Purchasing securities to close out the short position can itself cause the price of the securities to rise further, thereby exacerbating the loss. Short-selling exposes the Partnership to unlimited risk with respect to that security due to the lack of an upper limit on the price to which an instrument can rise. Short sales may be utilized to enhance returns and hedge the portfolio. The Partnership anticipates that the frequency of short sales will vary substantially in different periods. There are no prescribed limits to the amount of Partnership assets that may be subject to short sales.

Leverage and Margin Transactions – In order to raise additional cash for investment, the Partnership may borrow money from banks and other sources and will pay interest thereon. Any investment gains made with the additional monies in excess of interest paid will cause the net asset value of the Partnership to rise faster than would otherwise be the case. On the other hand, if the investment performance of the additional securities purchased fails to cover their cost (including any interest paid on the money borrowed) to the Partnership, the net asset value of the Partnership will decrease faster than would otherwise be the case. This is the speculative factor known as “leverage”. The amount of money the Partnership may borrow is limited by applicable margin limitations imposed by regulations adopted by the Federal Reserve Board. The Partnership may also purchase securities in uncovered margin transactions. In the event of adverse market movements or other factors, the Partnership may have to meet calls for substantial additional margin which may require the Partnership to liquidate securities on short notice and/or post additional capital to meet such call and may limit the Partnership’s assets available for other investments at an inopportune time. In addition, a change in the general level of interest rates may adversely affect the Partnership.

Highly Volatile Instruments – The prices of financial instruments in which the Partnership may invest can be highly volatile. Price movements of options contracts in which the Partnership's assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. The Partnership is subject to the risk of failure of any of the exchanges on which its positions trade or of their clearinghouses.

Failure of Futures Commission Merchants and Broker-Dealers – Institutions, such as futures commission merchants, brokerage firms or banks, may hold certain of the Partnership’s assets in “street name.” Bankruptcy or fraud at one of these institutions could impair the operational capabilities or the capital position of the Partnership. In addition, as the Partnership may borrow money or securities, the Partnership will post certain of its assets as collateral securing the obligations (“Margin Securities”). The Partnership’s broker generally holds the Margin Securities on a commingled basis with margin securities of its other customers and may use certain of the Margin Securities to generate cash to fund the Partnership’s leverage, including pledging such Margin Securities. Some or all of the Margin Securities may be available to creditors of the Partnership’s broker in the event of its insolvency. The Partnership’s broker has netting and set off rights over all the assets held by it (which may indirectly include amounts held for the Partnership’s benefit in the special segregated bank account) to satisfy the Partnership’s obligations under its agreements with the broker, including obligations relating to any margin or short positions.

Trading on Exchanges Outside the United States – The Partnership may trade contracts on non-U.S. exchanges. Non-U.S. trading involves risks - including exchange-rate exposure, excessive taxation, possible governmental regulation and lack of regulation -- which U.S. trading does not. In addition, some non-U.S. markets, in contrast to U.S. exchanges, are “principals’ markets” where performance is the responsibility only of the individual member with whom the trader has entered into a contract and not of any exchange or clearing corporation. In addition, the Partnership’s rights and responsibilities if a non-U.S. exchange or clearing house defaults or declares bankruptcy are likely to be more limited than if a U.S. exchange does the same. Consequently, daily price movements for these instruments may be unlimited, and there can be no guarantee that markets will exist for liquidation of such instruments following investment.

Risk of Default of Exchanges – Exchange-traded futures and/or options on futures contracts may be utilized by Investment Manager of the Target Fund and although these exchanges are highly regulated and have never defaulted in the past, there is a risk that these exchanges could fail to perform in clearing executed transactions.

Reliance on the Directors of the Target Fund and the Investment Manager of the Target Fund and no Authority by Participating Shareholders – All decisions regarding the management and affairs of the Target Fund will be made exclusively by the directors of the Target Fund and the Investment Manager of the Target Fund. Accordingly, no person should invest in the Target Fund unless such person is willing to entrust all aspects of management of the Target Fund to the directors and the Investment Manager of the Target Fund. Shareholders will have no right or power to take part in the management of the Target Fund. As a result, the success of the Target Fund for the foreseeable future depends solely on the abilities of the directors of the Target Fund and the Investment Manager of the Target Fund.

Dependence on Key Personnel – The Investment Manager of the Target Fund is dependent on the services of the principals and there can be no assurance that it will be able to retain the principals. The departure or incapacity of any of the principals could have a material adverse effect on the Investment Manager of the Target Fund's management of the investment operations of the Partnership and therefore the Target Fund.

Changes in Investment Strategies – The Investment Manager of the Target Fund has broad discretion to expand, revise or contract the Target Fund's business without the consent of the shareholders of the Target Fund. The Partnership's investment strategies may be altered, without prior approval by, or notice to, the shareholders of the Target Fund, if the Investment Manager of the Target Fund determines that such change is in the best interest of the Partnership, and therefore the Target Fund, provided that such change in investment strategy is not a material, in which case a majority of shareholders of the Target Fund must approve such material change.

Absence of Regulatory Oversight – While the Target Fund may be considered similar to investment companies, the Target Fund is not required to, and does not intend to, register as such under the U.S. Investment Company Act, and, accordingly, the provisions of the U.S. Investment Company Act are not generally applicable. The Target Fund generally maintains accounts at brokerage firms which do not separately segregate assets as would be required in the case of registered investment companies. Under the provisions of the U.S. Securities Investor Protection Act of 1970, as amended, the bankruptcy of any such brokerage firms might have a greater adverse effect on the Target Fund than would be the case if the accounts were maintained to meet the requirements applicable to registered investment companies.

Discretionary Decision Making May Result in Missed Opportunities – The Partnership's trading strategies do involve some discretionary aspects. Discretionary decision-making may result in failure to capitalize on certain price trends or unprofitable trades in a situation where a strictly systematic approach might not have done so.

Proprietary Nature of Investment Strategy – All documents and other information concerning the Partnership's portfolio of investments will be made available to the Target Fund's auditors, accountants, attorneys and other agents in connection with the duties and services performed by them on behalf of the Target Fund. However, because the Investment Manager of the Target Fund's investment techniques are proprietary, neither the Target Fund nor any of its auditors, accountants, attorneys or other agents will disclose to any person, including investors in the Target Fund, any of the investment techniques employed by the Investment Manager of the Target Fund in managing the Partnership's investments or the identity of specific investments held by the Partnership at any particular time.

Limitations on Liability and Indemnification – The investment management and advisory agreement between the Investment Manager of the Target Fund and the Target Fund provides that the Investment Manager of the Target Fund and any of its respective affiliates, shareholders, members, partners, managers, directors, officers and employees, agents and representatives and the legal representatives of any of them (each, an "Indemnified Party"), shall not be liable, responsible nor accountable in damages or otherwise to the Target Fund or any shareholder of the Target Fund, or to any successor, assignee or transferee of the Target Fund or of any shareholder of the Target Fund, for (i) any acts performed or the omission to perform any acts, within the scope of the authority conferred on such Indemnified Party by the investment management agreement, except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final non-appealable judgment to have been made in bad faith or to constitute fraud, willful misconduct or gross negligence; (ii) performance by such Indemnified Party of, or the omission to perform, any acts on advice of legal counsel, accountants, or other professional advisors to the Target Fund; (iii) the negligence, dishonesty, bad faith, or other misconduct of any consultant, employee, or agent of the Target Fund, including, without limitation, an affiliate of the Investment Manager of the Target Fund, selected or engaged by such Indemnified Party with reasonable care and in good faith; or (iv) the negligence, dishonesty, bad faith, or other misconduct of any person in which the Target Fund invests or with which the Target Fund participates as a partner, joint venturer, or in another capacity, which was selected by such Indemnified Party with reasonable care and in good faith. No Indemnified Party shall be liable to the Target Fund or to any shareholder of the Target Fund, or any successors, assignees, or transferees of the Target Fund or any shareholder of the Target Fund, for any loss, damage, expense, or other liability due to any cause beyond its reasonable control, including, but not limited to, strikes, labor troubles, riots, fires, blowouts, tornadoes, floods, bank moratoria, trading suspensions on any exchange, acts of a public enemy, insurrections, acts of God, acts of terrorism, failures to carry out the provisions hereof due to prohibitions imposed by law, rules, or regulations promulgated by any governmental agency, or any demand or requisition by any government authority.

Furthermore, to the fullest extent permitted by law, the Target Fund, in the director of the Target Fund's sole discretion, shall indemnify and hold harmless each Indemnified Party from and against any loss, liability, damage, cost or expense suffered or sustained by an Indemnified Party by reason of (i) any acts, omissions or alleged acts or omissions arising out of or in connection with the Target Fund, the investment management agreement or any investment made or held by the Target Fund (including, without limitation, any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding, or claim), provided that such acts, omissions or alleged acts or omission upon which such actual or threatened action, proceeding or claim are based are not found by a court of competent jurisdiction upon entry of a final non-appealable judgment to have been made in bad faith or to constitute fraud, willful misconduct or gross negligence by such Indemnified Party, or (ii) any acts or omissions, or alleged acts or omissions, of any broker or agent of any Indemnified Party, provided that such broker or agent was selected, engaged or retained by the Indemnified Party in accordance with reasonable care.

The investment management agreement also provides that the Target Fund will, in the sole discretion of the directors of the Target Fund, advance to any Indemnified Party attorneys' fees and other costs and expenses incurred in connection with the defense of any action or proceeding which arises out of such conduct.

Limited Reporting – The Target Fund will provide monthly unaudited reports of Target Fund activity. As a result, shareholders of the Target Fund will not be able to evaluate the Target Fund's activity at shorter intervals. Additionally, as a result of side letter arrangements, questions, due diligence requests, meetings or other communications, certain shareholders of the Target Fund may receive information that is not generally available or otherwise provided to other shareholders of the Target Fund, which may affect such shareholders' decision to request a redemption of their respective shares or take other actions on the basis of such information.

Cyber Security Breaches and Identity Theft – The technology systems used by the Investment Manager of the Target Fund may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by its professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. Although the Investment Manager of the Target Fund has implemented certain measures to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, the Investment Manager of the Target Fund, Partnership and/or the Target Fund may have to make a significant investment to fix or replace them. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in the operations of the Target Fund and/or the Investment Manager of the Target Fund and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors (and the beneficial owners of investors). Such a failure could harm the Investment Manager of the Target Fund's and/or the Target Fund's reputation, subject any such entity and their respective affiliates to legal claims and otherwise affect their business and financial performance.

Risk of Loss – A shareholder of the Target Fund could incur substantial, or even total, losses on an investment in the Target Fund. An investment in the Target Fund is only suitable for persons willing to accept this high level of risk.

Economic Wind Downs – Upon the Target Fund ceasing to carry on business as a mutual fund (as such term is defined in the Mutual Funds Law (2015 Revision) of the Cayman Islands) with a view to economically liquidating all of its remaining investment positions (through bids on the secondary market or otherwise), the directors of the Target Fund upon recommendation of the Investment Manager of the Target Fund may work together with the Investment Manager of the Target Fund to carry out a plan of liquidation to economically liquidate all of the Target Fund's remaining investment positions as they deem appropriate in their sole and absolute discretion (which may include the suspension of redemptions from the Target Fund) prior to distributing redemption proceeds to investors. During the course of undertaking the economic liquidation, the value of the Target Fund's investment positions will be subject to performance over such period as the Investment Manager of the Target Fund deems appropriate. Fees will be paid during the period of the economic liquidation as such accrue and are payable to the Investment Manager of the Target Fund in consideration of its continued services to the Target Fund and in accordance with the investment management agreement.

Effect of Incentive Fee – The Investment Manager of the Target Fund will receive an incentive fee based on a percentage of any net realized and unrealized profits. Incentive fees may create an incentive for the Investment Manager of the Target Fund to make investments that are riskier or more speculative than would be the case in the absence of such incentive compensation arrangements. In addition, the Investment Manager of the Target Fund's incentive fee will be based on unrealized as well as realized gains. There can be no assurance that such unrealized gains will, in fact, ever be recognized. Furthermore, the valuation of unrealized gain and loss may be subject to material subsequent revision.

Effect of Substantial Redemptions – Substantial redemptions by shareholders of the Target Fund within a short period of time could require the Target Fund to liquidate its investments more rapidly than would otherwise be desirable, possibly reducing the value of the Target Fund's assets and/or disrupting the Target Fund's investment strategies. Reduction in the Target Fund's size could make it more difficult to generate a positive return or to recoup losses due to, among other things, reductions in the Target Fund's ability to take advantage of particular investment opportunities or decreases in the ratio of its income to its expenses.

Lack of Liquidity – The Target Fund's redemption provisions place certain restrictions on the right of a shareholder of the Target Fund to redeem all or part of its Participating Shares, transfer its Participating Shares and pledge or otherwise encumber its Participating Shares. Thus, it is unlikely that a shareholder of the Target Fund will be able to liquidate its Participating Shares in the event of an unanticipated need for cash. Participating Shares may not be transferred or pledged except in compliance with significant restrictions on transfer as required by federal and state securities and commodities laws and as provided in the Amended and Restated Memorandum and Articles of Association of the Target Fund ("Articles"). The Articles do not permit a shareholder of the Target Fund to transfer or pledge all or any part of its Participating Shares to any person without the prior written consent of the Target Fund's board of directors, the granting of which is in the board of directors' sole and absolute discretion. These limitations, taken together, will significantly limit a shareholder's ability to liquidate an investment in the Target Fund quickly. As a result, an investment in the Target Fund would not be suitable for an investor who needs liquidity.

Suspension of Redemptions and Deferment of Redemption Proceeds – In certain circumstances, the directors of the Target Fund, in their sole and absolute discretion, may suspend the valuation of the Target Fund's assets, the right or obligation to honor redemption requests (including the right to receive redemption proceeds), and/or extend the period for payment on redemption. In addition, the Target Fund's directors may suspend the right of redemption or postpone the date of payment for any period as determined by the directors of the Target Fund.

Compulsory Redemption – The directors of the Target Fund have the right to require the compulsory redemption of some or all Participating Shares held by a shareholder of the Target Fund at any time, for any reason or for no reason, upon no notice or not less than such period of prior written notice to a shareholder of the Target Fund as the directors of the Target Fund may determine, including without limitation the following: (i) if in the sole and conclusive opinion of the directors of the Target Fund such ownership gives rise to a breach of any law or regulation in any jurisdiction applicable to the Target Fund; or (ii) if, in the opinion of the directors of the Target Fund, such ownership could result in adverse tax, legal or regulatory consequences to the Target Fund or its shareholders; or (iii) if such ownership, in the opinion of the directors of the Target Fund, may be harmful or injurious to the business of the Target Fund; or (iv) if such ownership in the opinion of the directors of the Target Fund, may cause the Target Fund to be required to comply with any law, regulation, registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply, or (v) for any other reason at the discretion of the directors of the Target Fund. Until such required transfer or redemption is effected, the holder of such Participating Shares shall not be entitled to any rights or privileges attaching to such shares.

Contingency Reserves – Under certain circumstances, the Target Fund may find it necessary to set up one or more reserves for contingent or future liabilities or valuation difficulties and, upon redemption by a shareholder of the Target Fund, withhold a portion of that shareholder's redemption proceeds. This could happen, for example, if the Target Fund or the issuer of portfolio securities were involved in a dispute regarding the value of its assets, in litigation, or subject to a tax audit at the time the redemption request would otherwise be satisfied.

Tax Considerations; Distributions to Shareholders and Payment of Tax Liability– It is not possible to provide here a description of all potential tax risks to a person considering investing in the Target Fund. Prospective investors are urged to consult their own legal counsel and tax advisors with respect thereto.

Restrictions on Transfer – The Participating Shares are subject to certain restrictions on transfer, including a requirement that the directors of the Target Fund consent to any such transfer. There is no present market for the Participating Shares, and no market is likely to develop in the future. Accordingly, shareholders of the Target Fund may not be able to liquidate their investment in the event of an emergency or for any other reason, and Participating Shares may not be readily acceptable as collateral for loans. Participating Shares should be purchased only by prospective Investors who can bear the economic risk of their investment, who can afford to have their funds committed to an illiquid investment according to the redemption provisions in the Articles and who, if necessary, can afford a complete loss of their investment.

Lack of Insurance – The assets of the Target Fund and the Partnership are not insured by any government or private insurer except to the extent portions may be deposited in bank accounts insured by the Federal Deposit Insurance Corporation or with brokers insured by the Securities Investor Protection Corporation and such deposits and securities are subject to such insurance coverage. Therefore, in the event of the insolvency of a depository or custodian, the Partnership, and therefore the Target Fund, may be unable to recover all of its funds or the value of its securities so deposited.

Undisclosed Investing Strategy – The specific details of the Investment Manager of the Target Fund's investment strategy and the techniques it will employ to attempt to reach the Partnership's goal are proprietary and will not be disclosed to potential investors (or to shareholders of the Target Fund). As a result, a potential investor's decision to invest in the Target Fund must be made without the benefit of being able to review and analyze the Investment Manager of the Target Fund's strategy and techniques.

Side Letters – The directors of the Target Fund may enter into agreements with certain shareholders of the Target Fund that will result in different terms of an investment in the Target Fund than the terms applicable to other shareholders of the Target Fund. As a result of such agreements, certain shareholders of the Target Fund may receive additional benefits which other shareholders will not receive (e.g., additional information regarding the Target Fund's portfolio, different redemption terms, lower management fees and /or incentive fees). The directors of the Target Fund will not be required to notify the other shareholders of the Target Fund of any such agreement or any of the rights and/or terms or provisions thereof, nor will the directors of the Target Fund be required to offer such additional and/or different terms or rights to any other shareholder of the Target Fund. The directors of the Target Fund may enter into any such agreement with any shareholder of the Target Fund at any time in its sole discretion.

Regulations Under Investment Company Act of 1940 – The Partnership and Target Fund's operations are similar to an investment company as defined under the Investment Company Act, because the Partnership and the Target Fund engages in the business of purchasing securities for investment. Neither the Partnership nor the Target Fund are currently required to register under the Investment Company Act due to an exemption for an entity which is beneficially owned by not more than 100 persons and which does not intend to make any public offering of its securities. Accordingly, the provisions and extensive regulations of the Investment Company Act, which might otherwise govern the activities of the Partnership and Target Fund, will not be applicable.

Revised Regulatory Interpretations Could Make Certain Strategies Obsolete – In addition to proposed and actual accounting changes, there have recently been certain well-publicized incidents of regulators unexpectedly taking positions which prohibited trading strategies which had been implemented in a variety of formats for many years. In the current unsettled regulatory environment, it is impossible to predict if future regulatory developments might adversely affect the Target Fund.

Future Regulatory Change is Impossible to Predict – The securities markets are subject to comprehensive statutes, regulations and margin requirements. In addition, the Securities and Exchange Commission and the exchanges are authorized to take extraordinary actions in the event of a market emergency, including, for example, the retroactive implementation of speculative position limits or higher margin requirements, the establishment of daily price limits and the suspension of trading. The regulation of securities both inside and outside the United States is a rapidly changing area of law and is subject to modification by government and judicial action. The effect of any future regulatory change on the Target Fund is impossible to predict, but could be substantial and adverse.

Importance of General Economic Conditions – Overall market, industry or economic conditions, which the Investment Manager of the Target Fund cannot predict or control, will have a material effect on performance.

Risks Relating to Markets – The value of those securities in which the Partnership invests and that are traded on exchanges or over-the-counter and the risks associated therewith vary in response to events that affect such markets and that are beyond the control of the Partnership and the Investment Manager of the Target Fund. Market disruptions such as those that occurred during October of 1987 and on 11 September 2001 could have a material effect on general economic conditions and market liquidity which could result in substantial losses to the Partnership.

There is no guarantee that securities exchanges and markets can at all times provide continuously liquid markets in which the Partnership can close out its positions in those securities that the Partnership purchases or sells that are publicly traded. The Partnership could experience delays and may be unable to sell or buy securities purchased or sold short through a broker or clearing member that has become insolvent due to the deterioration of industry conditions in general. In that event, positions could also be closed out fully or partially without the Partnership's consent.

Cross Class Liabilities – Although the Articles of Association require the establishment of separate investment accounts for each class of Participating Share and the attribution of assets and liabilities to the relevant investment account, if the liabilities of an investment account exceed its assets, creditors of the Target Fund may have recourse to the assets attributable to the other investment accounts. As at the date of this document, the directors are not aware of any such existing or contingent liability.

Consequences for Investors as a result of FATCA – The Target Fund may take such action as it considers necessary in relation to an investor's holding or redemption proceeds, as a result of relevant legislation and regulations, including but not limited to, FATCA, as further detailed in the section of the Target Fund's Offering Memorandum entitled "Taxation". Such actions may include, but are not limited to the following:

1. The disclosure by the Target Fund, the administrator or such other service provider or delegate of the Target Fund, of certain information relating to an investor to the relevant authority and any other foreign government body as required by FATCA. Such information may include, without limitation, confidential information such as financial information concerning an investor's investment in the Target Fund, and any information relating to any shareholders, principals, partners, beneficial owners (direct or indirect) or controlling persons (direct or indirect) of such investor.

2. The Target Fund may compulsorily redeem any shares held by an investor in accordance with the terms of the Target Fund's Offering Memorandum and may deduct relevant amounts from a recalcitrant investor so that any withholding tax payable by the Target Fund or any related costs, debts, expenses, obligations or liabilities (whether internal or external to the Target Fund) are recovered from such investor(s) whose action or inaction (directly or indirectly) gave rise or contributed to such taxes, costs or liabilities. Failure by an investor to assist the Target Fund in meeting its obligations pursuant to FATCA may therefore result in pecuniary loss to such investor.

Handling of Mail – All correspondence, information, documents and notices ("Mail") addressed to the Target Fund and received at the registered office will be forwarded unopened to the forwarding address supplied by the Target Fund (the "Addressee") to be dealt with. The Target Fund and its directors, officers, advisors or service providers (including the organization which provides registered office services in the Cayman Islands) shall not be liable for the late receipt by the Addressee of any such Mail.

2.4 Risk Management

The risk management role of the Manager is mainly concerned with mitigating risks associated with managing a feeder fund.

THE ABOVEMENTIONED RISK FACTORS SHOULD NOT BE CONSIDERED AS AN EXHAUSTIVE LIST OF RISKS. INVESTORS SHOULD BE AWARE THAT AN INVESTMENT IN THE FUND MAY BE EXPOSED TO OTHER RISKS FROM TIME TO TIME.

YOU SHOULD RELY ON YOUR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF AN INVESTMENT. YOU SHOULD READ AND UNDERSTAND THE CONTENTS OF THIS INFORMATION MEMORANDUM AND, IF NECESSARY, CONSULT YOUR ADVISER(S) BEFORE MAKING AN INVESTMENT DECISION.

CHAPTER 3: FUND INFORMATION

3.1 Investment Objective

The Fund seeks to provide capital appreciation by investing in the Target Fund.

Any material changes to the investment objective of the Fund would require the approval of Unit Holders.

3.2 Investment Policy and Strategy

The Fund will invest at least 95% of the Fund's NAV in the Flagship USD Class Shares of the Target Fund, while any remaining NAV of the Fund will be invested in liquid assets.

As the Fund is a feeder fund, it will stay invested in the Target Fund in so far as the Target Fund's investment objective and strategies will enable the Fund to meet its investment objective. Nevertheless, the Manager may take temporary defensive position which may be inconsistent with the Fund's strategy by reducing its investment into the Target Fund and increase liquidity level of the Fund during adverse market conditions to safeguard the Unit Holders' interest.

If and when the Manager considers the investment in the Target Fund is no longer meeting the objective of the Fund, the Manager may choose to replace the Target Fund with another collective investment scheme which objective is in line with the objective of the Fund. The Manager will seek the Unit Holders' approval before any such changes are made.

3.3 Asset Allocation

The asset allocation of the Fund is as follows:

- Minimum 95% of the NAV to be invested in the Target Fund; and
- Up to 5% of the NAV to be invested in liquid assets comprising money market instruments and deposits with financial institutions.

3.4 Benchmark

The Fund will be measured against an absolute return benchmark of 15% per annum on a yearly basis.

This is not a guaranteed return and it is only a measurement of the Fund's performance. The Fund may or may not achieve 15% per annum on a yearly basis in any particular financial year but targets to achieve this growth on a long-term basis.

Note:
The risk profile of the Fund is not the same as the risk profile of the performance benchmark.

3.5 Permitted Investments

Unless otherwise prohibited by the relevant authorities or any relevant law and provided always that there are no inconsistencies with the objective of the Fund, the Fund may invest in the following:

- The Target Fund or a collective investment scheme which is in line with the objective of the Fund;
- Money market instruments;
- Malaysian and foreign currencies deposits with financial institutions; and
- Any other form of investments as may be determined by the Manager from time to time that is in line with the Fund's objective.

3.6 Investment Restrictions and Limits

The Fund is not subject to any investment restrictions and limits.

3.7 Bases of Valuation of the Assets of the Fund

Investment Instruments	**Valuation Basis**
Unlisted collective investment schemes (i.e.: the Target Fund)	Investments in unlisted collective investment schemes will be valued based on the last published repurchase price. The Target Fund's prices are provided to the Manager by the Investment Manager of the Target Fund on a weekly basis.
Malaysian and foreign currencies deposits	Deposits placed with financial institutions are valued by reference to the value of such investments and the interest accrued thereon for the relevant period.
Money market instruments	Money market instruments will be valued each day by reference to the value of such investments and the interest accrued thereon for the relevant period.
Foreign exchange rate conversion	Where the value of an asset of the Fund is denominated in a foreign currency (if any), the assets are translated on a daily basis using the bid foreign exchange rate quoted by either Reuters or Bloomberg, at United Kingdom time 4.00 p.m. the same day.
Any other instruments	Fair value as determined in good faith by the Manager, on methods or bases which have been verified by the auditors of the Fund and approved by the Trustee.

CHAPTER 4: INFORMATION ON THE TARGET FUND

4.1 Structure of the Target Fund

The Target Fund was incorporated on 10 July 2014 as a Cayman Islands exempted company with limited liability under the Companies Law (2016 Revision) of the Cayman Islands, and is registered under section 4(3) of the Mutual Funds Law (2015 Revision) of the Cayman Islands. The registered office of the Target Fund is at Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands. The Articles of Association of the Target Fund provide that the Target Fund's objectives are unrestricted and the Target Fund shall have full power to and authority to carry out any objective not prohibited by law.

4.2 Regulatory Authority of the Target Fund

Cayman Islands Monetary Authority (“CIMA”).

4.3 The Investment Manager of the Target Fund

Taaffeite Capital Management, LLC, a Pennsylvania limited liability company is the Investment Manager of the Target Fund. Pursuant to the terms of an investment management agreement between the Investment Manager of the Target Fund and the Target Fund, the Investment Manager of the Target Fund will make all trading and investment decisions for the Target Fund, and will have exclusive supervision of the Target Fund’s affairs.

The Investment Manager of the Target Fund will manage other interests and other assets for an international clientele. The Investment Manager of the Target Fund and its principals and affiliates may also actively trade for their own personal (proprietary) accounts in such markets. The Investment Manager of the Target Fund and its principals and affiliates intend to continue to invest directly, or otherwise participate in, and serve as sponsor or investment manager of and/or adviser to, investment vehicles, and to engage in investment management and investment advisory activities for others.

While the directors of the Target Fund are responsible for the overall management and control of the Target Fund in accordance with the laws of the Cayman Islands and the investment management agreement, the directors of the Target Fund have delegated the day-to-day operation of the Target Fund to service providers including the Investment Manager of the Target Fund and SS&C Fund Services (Cayman) Ltd, the Administrator of the Target Fund. In performing their duties, the directors of the Target Fund are entitled to rely upon, and generally rely upon the work performed by and information received from such service providers. The directors of the Target Fund serve in a non-executive capacity.

Participating Shares held by the Investment Manager of the Target Fund and its affiliates will not be subject to the management fee or the incentive fee, but will share pro rata in all other expenses and liabilities of the Target Fund.

The business address of the Investment Manager of the Target Fund (in its capacity as such) will be the principal office of the Target Fund. The Investment Manager of the Target Fund presently has the following officers:

1. Desmond Lun
2. Howard Siow
3. Vanessa Barrett
4. Ronald Raymond

4.4 Regulatory Authority of the Investment Manager of the Target Fund

United States Commodity Futures Trading Commission

4.5 Investment Objectives and Strategies of the Target Fund

The Target Fund will invest substantially all of the net proceeds from the sale of its Participating Shares into the TCM Global Index Fund, LP ("Partnership"), a Delaware limited partnership in a mini-master-feeder arrangement.

The Target Fund's investment objective is to achieve capital appreciation through an investment of substantially all of the net proceeds of the sale of Participating Shares in the Partnership. The Investment Manager of the Target Fund allocate Partnership capital according to proprietary algorithms which trade the daily price movement of highly liquid global indices using advanced artificial intelligence techniques derived from modelling biological systems. To manage risk, long and short positions are negatively correlated, and a diversified suite of highly liquid global indices are traded. The strategy of the Partnership is differentiated from traditional quantitative strategies by its learning capabilities, which allow it to continually evolve and profit. The business of the Target Fund includes the realisation and distribution of the Target Fund's assets to shareholders of the Target Fund during a wind down of the Target Fund's operations.

The assets of the Partnership, may be invested and traded in a broad variety of securities and other instruments, whether traded on exchanges, over-the counter or negotiated on electronic markets. The Partnership has broad and flexible investment authority. Accordingly, the investments of the Partnership may at any time include, without limitation, financial and index futures and options thereon; commodities, commodity futures contracts and commodity options; currencies and on-exchange currency contracts; fixed income securities; corporate debt, bonds, notes and other debentures or debt participations; and any other instruments or other evidences of indebtedness of whatever kind or nature; in each case of any person, corporation, government or other entity whatsoever, whether or not publicly traded or readily marketable. The Partnership may periodically maintain all or a portion of its assets in money market instruments and other cash equivalents and may not be fully invested at all times.

4.6 Borrowing and Lending

The Partnership will utilise leverage (including, without limitation, borrowing cash), and enter into derivative transactions that have the effect of leveraging its portfolio, and may engage in securities lending transactions. The use of leverage may, in certain circumstances, maximise the adverse impact to which the Partnership's, and therefore the Target Fund's, investment portfolio may be subject.

The Target Fund is permitted to borrow for purposes of providing liquidity to fund redemptions by shareholders of the Target Fund and/or for investment purposes, subject to regulatory requirements, and for the payment of fees, expenses and other short-term Target Fund obligations. Loans with respect to the Target Fund generally may be obtained from securities brokers and dealers or from other financial institutions; such loans will be secured by securities or other capital of the Target Fund, as the case may be, pledged to such brokers or financial institutions.

In the event the Partnership obtains a credit facility, the Investment Manager of the Target Fund's investment discretion may be subject to certain limitations prior to and/or following an event of default. For example, pursuant to the terms of the credit facility, the Partnership's trading may have to abide by certain formulas, or the Investment Manager of the Target Fund may have to obtain the lender's consent to engage in some or all transactions while the credit facility is outstanding. After the occurrence of an event of default (whether because of non payment or otherwise), it is likely that, among other consequences, the lender would assume total control of the Partnership's assets and/or trading activities and no distributions could be made or withdrawals effected without the lender's consent.

The Partnership may be required to pay a premium and/or interest to the lender of the securities, which would increase the cost of the securities sold. Until the borrowed securities are replaced, the Partnership generally will be required to pay to the lender amounts equal to any dividends or interest that accrue on the securities borrowed during the period of the loan. The use of leverage may, in certain circumstances, maximise the adverse impact to which the Partnership's and therefore the Target Fund's, investment portfolio may be subject.

4.7 Limits of Description of Investment Program of the Target Fund

The Investment Manager of the Target Fund has wide latitude to invest or trade the Partnership's assets, to pursue any particular strategy or tactic, or to change the emphasis without obtaining the approval of the Participating Shareholders, although the directors of the Target Fund may only cause a material change to the Target Fund's investment strategy with the consent of a majority in interest of Participating Shareholders.

Except as specifically provided in this section, the investment program imposes no significant limits on the types of instruments in which the Partnership may take positions, the type of positions it may take, its ability to borrow money, or the concentration of investments. The foregoing description is general and is not intended to be exhaustive. Prospective shareholders of the Target Fund must recognize that there are inherent limitations on all descriptions of investment processes due to the complexity, confidentiality, and subjectivity of such processes. In addition, the description of virtually every trading strategy must be qualified by the fact that trading approaches are continually changing, as are the markets invested in by the Partnership.

4.8 Distributions and Reinvestment

The Partnership does not expect to make any dividends or other distributions to the Target Fund but rather that such income will be reinvested. The directors of the Target Fund reserve the right to change such policy.

4.9 Net Asset Valuation

The net asset value of the Target Fund is equivalent to its gross assets less its gross liabilities as of any month end, closing date or redemption date, as the case may be. The net asset value of the Flagship USD Class Shares will be separately calculated by the Administrator of the Target Fund as of the close of business on Wednesday of each week unless it is a New York public holiday then the preceding business day in New York* or such other times as may be determined in the discretion of the directors of the Target Fund ("the Valuation Date of the Target Fund"). The net asset value of the Target Fund is primarily determined by the value of its pro-rata interest as a limited partner in the Partnership.

Note:
Pursuant to the side letter dated 1 November 2017 entered into between the Investment Manager of the Target Fund and the Manager.

The net asset value of the Partnership's assets (and, therefore, the Target Fund's pro-rata share of such assets) will be determined in accordance with the following valuation principles:

(a) Securities which are listed on one or more U.S. or foreign securities exchanges or are traded on a recognized over-the-counter market (including the NASDAQ), or for which market quotations are available shall be valued at their last reported sales price on the date of determination on the primary exchange or market on which such securities are traded or, if no sale occurred on the valuation date, the value for long positions shall be the "last bid" and the value for short positions shall be the "last ask" (or, if on such date securities markets were closed, then the last preceding business day on which they were open).

(b) Securities in the form of options listed on a securities exchange will be valued at the last reported sales price on the date of determination on the primary exchange or market on which such securities are traded or, if the last sales price does not fall between the "last bid" and "last ask" price for such options on such date, such options will be valued at the mean between "last bid" and "last ask" prices on the date of determination.

(c) Commodity futures contracts will be valued at the most recent available closing quotation on the commodity exchange on which the commodity futures contract is traded by the Partnership. Foreign currency exchange contracts will be valued at the current cost of covering or offsetting such contracts. Futures instruments will be valued at the settlement price on the exchange on which that futures interest is traded on the day the value is being determined. However, if a futures interest could not have been liquidated on that day because of the operation of daily limits or other rules of the exchange or otherwise, the settlement price on the first subsequent day on which the futures interest could be liquidated will be the market value of that futures interest for that day.

(d) Securities generally traded on an established securities market but for which no recorded sales information or quotations of bid and ask prices are available on such date (or, if applicable, the last preceding business day) shall be valued with reference to (i) the most recently reported bid and ask prices (in that order), (ii) bid and ask price information as of such date not generally reported but secured from a reputable broker or investment banker, and (iii) such other information as is relevant.

(e) Securities not listed or traded on any exchange or on the over-the-counter market shall be valued based upon quotations obtained from independent market makers, dealers or pricing services, and if no such quotations are available, shall be considered as having no ascertainable market value and shall be valued at fair value based on information available regarding the value or worthlessness of such securities.

Suspension of Determination of Net Asset Value and Redemption

The directors of the Target Fund may declare a suspension of (i) the determination of net asset value of the Target Fund, and/or (ii) the subscription for or the purchase of Participating Shares, and/or (iii) the redemption of Participating Shares at the option of shareholders of the Target Fund (either in whole or in part), and/or (iv) the payment of any amount to a redeeming shareholder of the Target Fund in connection with the redemption of Participating Shares, in each case for the whole or any part of any period in which, in the opinion of the board of directors of the Target Fund, it is not reasonably practicable to value a significant portion of the investments of the Target Fund including, without limitation, for the following reasons:

(a) during any period in which any exchange, market or clearing organization (including a bank or other foreign currency carrying broker) on or with which the Target Fund or Partnership trades a significant portion of its assets is closed otherwise than for ordinary holidays or in which dealings thereon or therewith are for any reason restricted or suspended;

(b) during the existence of any state of affairs which in the opinion of the directors of the Target Fund constitutes an emergency as a result of which liquidation by the Target Fund or Partnership of its investment positions is not reasonably practicable or would be seriously prejudicial to the Partnership, Target Fund and the shareholders of the Target Fund;

(c) during any breakdown in the means of communication normally employed in determining the price or value of a significant portion of the Partnership's or Target Fund's investments, or of current prices on any exchange, market or clearing organization, or if for any other reason, the prices, or value of a significant portion of the Partnership's or Target Fund's investments cannot reasonably be promptly and accurately ascertained;

(d) during any period in which the trading in a significant portion of investments owned by the Partnership or Target Fund is halted by any exchange, nation, market or clearing organization or any other act or event occurs which would make it difficult or impossible to adequately value the assets of the Partnership or Target Fund; or

(e) during any period in which the transfer of funds involved in the realization or acquisition of a significant portion of investments cannot, in the judgment of the directors of the Target Fund, be effected at normal rates of exchange.

The directors of the Target Fund shall also mail a notice of the same to each shareholder of the Target Fund. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

4.10 Redemption and Transfer of the Participating Shares

The Flagship USD Class Shares may be redeemed on Wednesday of each week unless it is a New York public holiday then the preceding business day in New York*, or such other days as may from time to time be determined by the directors of the Target Fund (each, a "Redemption Date of the Target Fund"). The Redemption Date of the Target Fund is the same date with the Valuation Date of the Target Fund.

Requests for redemptions of all or part of a holding of Participating Shares must be received in writing by the Investment Manager of the Target Fund not less than 3 business days* prior to the relevant Redemption Date of the Target Fund (unless such notice period is reduced or waived by the board of directors of the Target Fund, acting in its sole discretion but without prejudice to the interests of the other shareholders of the Target Fund) (the "Redemption Notice Date of the Target Fund"). Requests for redemption received after that time will be held over until the next following Redemption Date of the Target Fund. Redemption proceeds will not be paid, however, until such time as the Administrator of the Target Fund has received an original signed redemption request.

In the event of a partial redemption, a Participating Shareholder must redeem a minimum of USD100,000 and shall maintain a minimum investment balance, after giving effect to the redemption, of not less than USD500,000. The directors of the Target Fund, in their sole discretion, may waive these minimum amounts.

Payments for redemptions are generally made within 8 business days* of the effective Redemption Date of the Target Fund; however, in the event a shareholder of Participating Shares redeems 90% or more of the net asset value of such shares (or if a redemption, when combined by all other redemption effected by such shareholder of the Target Fund during the preceding 12 months, would result in such shareholder having redeemed 90% or more of the net asset value of their Participating Shares during such period), a portion (generally not to exceed 10%) of the redemption payment will be retained in the Investment Manager of the Target Fund's discretion pending completion of the annual audit for the fiscal year in which the redemption occurs. No interest shall accrue on such retained redemption payments.

In certain circumstances, the directors of the Target Fund, in their sole and absolute discretion, may suspend the valuation of the Target Fund's assets, the right or obligation to honour redemption requests (including the right to receive redemption proceeds), and/or extend the period for payment on redemption. The directors of the Target Fund have reserved the right, in their sole discretion and without notice, to require any Participating Shareholder to redeem entirely from the Target Fund, for any reason or no reason.

The directors of the Target Fund may establish reserves for expenses, liabilities or contingencies which could reduce the amount of a distribution upon redemption. At the discretion of the directors of the Target Fund, any redemption by a Participating Shareholder may be subject to a charge, as the directors of the Target Fund may reasonably require, in order to defray the costs and expenses of the Target Fund in connection with such redemption including, without limitation, any charges or fees imposed by the Target Fund's investment in connection with a corresponding withdrawal or redemption by the Target Fund from such investment or any other costs associated with the sale of any of the Target Fund's portfolio investments.

The price per share at which Participating Shares will be redeemed (the "Redemption Price of the Target Fund") will be the net asset value per share of the Participating Shares, less any accrued incentive fee, determined as of the close of business on the relevant Redemption Date of the Target Fund. Redemptions will be accounted for on a first in, first out basis with respect to each individual shareholder's investments, in the event that a shareholder has more than one investment.

The directors of the Target Fund may, in their discretion, make distributions to any shareholder of the Target Fund wholly or in part in securities or other assets of the Target Fund. No shareholder of the Target Fund shall have the right, however, to require distributions in property other than cash. Any redemption in kind approved by the directors of the Target Fund will not materially prejudice the interests of the remaining shareholders of the Target Fund. For the purpose of determining the value to be ascribed to any assets of the Target Fund used for an in-kind redemption, the value ascribed to such assets shall be the value of such assets on the relevant Redemption Date of the Target Fund. The risk of a decline in the value of such assets in the period from the relevant Redemption Date of the Target Fund to the date upon which such assets are distributed to the redeeming shareholder of the Target Fund, and the risk of any loss or delay in liquidating such securities, will be borne by the redeeming shareholder of the Target Fund.

Note:
Pursuant to the side letter dated 1 November 2017 entered into between the Investment Manager of the Target Fund and the Manager.

Compulsory Redemption and Transfer

The directors of the Target Fund have the right to require the compulsory transfer or compulsory redemption of some or all Participating Shares held by a shareholder of the Target Fund (i) if in the sole and conclusive opinion of the directors of the Target Fund such ownership gives rise to a breach of any law or regulation in any jurisdiction applicable to the Target Fund; or (ii) if, in the opinion of the directors of the Target Fund, such ownership could result in adverse tax, legal or regulatory consequences to the Target Fund or its shareholders; (iii) if such ownership, in the opinion of the directors of the Target Fund, may be harmful or injurious to the business of the Target Fund; (iv) if such ownership in the opinion of the directors of the Target Fund, may cause the Target Fund to be required to comply with any law, regulation, registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply; or (v) for any other reason at the discretion of the directors of the Target Fund. Until such required transfer or redemption is effected, the holder of such Participating Shares shall not be entitled to any rights or privileges attaching to such shares. Compulsory redemptions will be made at the Redemption Price of the Target Fund per share on the next Redemption Date of the Target Fund following the issuance of a notice of redemption to the shareholder of the Target Fund.

Transfer of Participating Shares

The Target Fund will generally not approve a transfer of Participating Shares to or for the benefit of any person that is (i) a citizen or resident of the U.S. or the Cayman Islands; (ii) a partnership, corporation or other entity organised under the laws of the U.S (other than, at the directors of the Target Fund's discretion, qualified tax-exempt U.S. institutions); or (iii) a trust or estate, the income of which is subject to U.S. federal income tax regardless of its source. Participating Shares in the Target Fund may be subject to transfer restrictions where the holding of such shares may result in regulatory, legal, pecuniary, taxation or material administrative disadvantage for the Target Fund or its shareholders as a whole, or for any reason in the discretion of the directors of the Target Fund. The directors of the Target Fund may refuse to record any transfer of Participating Shares if in good faith they deem such refusal necessary in order to avoid any liability to the Target Fund.

4.11 Fees Chargeable of the Target Fund

Management Fee
The Target Fund will pay the Investment Manager of the Target Fund a monthly management fee equal to 1% per annum of the net asset value of the Target Fund as of the valuation date immediately preceding the first calendar day of each month.

Incentive Fee
The Target Fund will pay the Investment Manager of the Target Fund a quarterly performance-based fee equal to 22%* of the quarterly investment profits (to the extent such investment profits are positive) of the Flagship USD Class Shares of Participating Shares.

Incentive fees will be subject to a high water mark provision, such that no incentive fees will be paid on new gains in net asset value of the Target Fund until any losses from prior periods have first been recouped – i.e., until the net asset value of the Flagship USD Class Shares is above its former highest level.

Note:
Pursuant to the side letter dated 1 November 2017 entered into between the Investment Manager of the Target Fund and the Manager. For the purpose of calculating the incentive fee, the Fund's subscription at any point will be treated equal to the initial investment of the Fund into the Flagship USD Class Shares. So additional subscriptions from the Fund into the Target Fund's capital will be at the net asset value of the Flagship USD Class Shares (as the Fund is allocated a single series into the Flagship USD Class Shares with net asset value unaffected by additional subscriptions or redemptions). So, if additional subscription is made during a period when the net asset value of the Flagship USD Class Shares is below the high water mark, the additional subscription will not be charged incentive fees until the Fund's investment has reached above the net asset value of the Flagship USD Class Shares high water mark. In this case, although the additional subscription has a positive performance, the Fund will not pay incentive fees (receives "free ride") until high water mark is reached. Incentive fees are crystalized quarterly, however, the high water mark persists indefinitely until the Target Fund recovers from the drawdown. If net assets allocated to the Target Fund is reduced due to net redemptions, distributions or reallocations, any loss that the Target Fund must recover before another incentive fee is paid will be proportionately reduced (i.e. the high water mark is unaffected by additional subscriptions). New profits is when the Fund's investment is above its high water mark and there is accrued incentive fee in the net asset value of the Flagship USD Class Shares.

Custodial and Brokerage Fees
The Investment Manager of the Target Fund in consultation with the board of directors of the Target Fund will have complete discretion in deciding which banks, brokers and dealers the Target Fund will use and in negotiating rates of compensation the Target Fund will pay.

Expenses
The Investment Manager of the Target Fund will be reimbursed for all expenses of the offering and organisation of the Target Fund, such as legal, accounting, filing and registration fees, advanced by it in connection with organising the Target Fund.

The Target Fund shall also pay all of its ordinary operating and other expenses including its pro-rata allocation of expenses of the Partnership.

AS THE FUND WILL BE INVESTING IN THE TARGET FUND, THE FUND WILL INCUR CERTAIN INDIRECT FEES CHARGED BY THE TARGET FUND.

CHAPTER 5: FEES, CHARGES AND EXPENSES

Expenses directly incurred by Unit Holders

5.1 Sales Charge

Up to 3.00% of the NAV per Unit.

Note:
The sales charge is applicable to all Classes of Units.

5.2 Redemption Charge

The Manager does not intend to impose any redemption charge.

Expenses indirectly incurred by Unit Holders

5.3 Management Fee

The Management Fee is a charge levied for the services rendered by the Manager. The Management Fee is up to 1.00% per annum of the NAV of the Fund. The Management Fee is calculated daily and payable monthly.

Note:
(1) The amount of Management Fee is applicable to all Classes of Units.
(2) Unit Holders should be aware that the Investment Manager of the Target Fund will also be charging 1% of the net asset value of the Target Fund as management fee at the Target Fund level.

Please refer to the illustration in section 6.3 below to see how the Management Fee is calculated.

5.4 Trustee Fee

(i) 0.08% per annum of the NAV of the Fund for NAV of up to RM200,000,000; and
(ii) 0.06% per annum of the NAV of the Fund for NAV of any amount in excess of RM200,000,000.

The Trustee Fee is calculated daily and payable monthly.

Please refer to the illustration in section 6.3 below to see how the Trustee Fee is calculated.

5.5 Other Expenses Directly Related to the Fund

In administrating the Fund, there are expenses directly related to the Fund. These expenses include auditor's fees and other relevant professional fees, foreign custodial charges (if applicable), cost of distribution of quarterly and annual reports, tax certificates, reinvestment statements (if applicable) and other notices to Unit Holders. In addition, there are fees and expenses that are directly related and necessary to the business of the Fund such as commissions paid to brokers and taxes that are also paid out of the Fund.

5.6 Reduction or Waiver of Fees

The Manager may, for any reason at any time, waive or reduce the amount of any fees or other charges payable by the Unit Holders in respect of the Fund, either generally or specifically and for any period of time at its absolute discretion.

ALL FEES AND CHARGES PAYABLE TO THE MANAGER AND THE TRUSTEE ARE SUBJECT TO GOODS AND SERVICES TAX THAT IS IMPOSED BY THE GOVERNMENT OR OTHER AUTHORITIES FROM TIME TO TIME.

CHAPTER 6: TRANSACTION INFORMATION

6.1 Pricing Policy

The Manager will adopt a single pricing policy when calculating your subscription for and redemption of Units which means that the selling price per Unit and the redemption price per Unit will be transacted and quoted on a single price i.e., the NAV per Unit of the Fund.

The NAV per Unit of the Fund will be valued on Wednesday of each week on a forward pricing basis and will be made available by the Manager on the following Business Day after the publication of net asset value per share of the Target Fund.

Unit Holders may obtain the NAV per Unit of the Fund by contacting the Manager directly.

6.2 Valuation Point of the Fund

The Fund will be valued on Wednesday of each week unless it is a New York public holiday then the preceding business day in New York.

6.3 Computation of NAV and how the Management Fee and Trustee Fee are calculated

Example: Computation of NAV per Unit	**The Fund**	**MYR Class**	**USD Class**
Multi-class ratio#	100%	60%	40%
Value of investment in Target Fund (USD)	50,000,000.00		
Conversion rate USD/MYR@ 4.2300	4.2300		
Value of investment in Target Fund (MYR)	211,500,000.00	126,900,000.00	84,600,000.00
Conversion rate USD/MYR@ 4.2300		N/A	4.23000
Value of investment in Target Fund (base currency of respective Class)		**126,900,000.00**	**20,000,000.00**
Add: Income		50,000.00	15,000.00
Less: Expenses		(30,600.00)	(6,000.00)
Gross Asset Value of the Fund		**126,919,400.00**	**20,009,000.00**
Less:			
Management Fee - Calculated on a Daily Basis (1.00% per annum/365 days)		(3,477.24)	(548.19)
Trustee Fee - Calculated on a Daily Basis (0.08% per annum/365 days for NAV of up to RM200,000,000 and 0.06% per annum/365 days for NAV of any amount in excess of RM200,000,000)		(274.38)	(43.26)
NAV of the Fund (before GST)		**126,915,648.38**	**20,008,408.55**
Less:			
GST 6% on the Management Fee for the day		(208.63)	(32.89)

GST 6% on the Trustee Fee for the day	(16.46)	(2.60)
NAV of the Fund (after GST)	**126,915,423.29**	**20,008,373.06**
Units In Circulation	**126,900,000.00**	**20,000,000.00**
NAV per Unit of MYR Class and USD Class (rounded to 4 decimal places)	**MYR 1.0001**	**USD1.0004**

 # Multi-class ratio (or MCR) is apportioned based on the size of the Class relative to the entire Fund.

6.4 Subscription of Units

Application for Units should be made on or before the cut-off time of 4.00 p.m. on the Subscription Notice Date. The subscription form is available at the office of the Manager.

During the Initial Offer Period, Units of the Fund will be issued at the Initial Offer Price. After the Initial Offer Period, investors will purchase Units at the NAV per Unit of the Fund at the next valuation point after their application is accepted by the Manager.

6.5 Redemption of Units

Unit Holders may redeem their investments in the Fund by completing the prescribed redemption request form or such other manner as the Manager may accept and returning it to the Manager on or before the cut-off time of 4.00 p.m. on the Redemption Notice Date. The redemption request form is available at the office of the Manager.

Any redemption request received after 4.00 p.m. on the Redemption Notice Date will be treated as having been received on the subsequent Redemption Notice Date.

As the Target Fund will pay the redemption proceeds to the Fund within 8 business days^ from the Redemption Date of the Target Fund, the Fund will pay the redemption proceeds to its Unit Holders within 2 Business Day upon receipt of redemption proceeds from the Target Fund, or such other day as may from time to time be determined by the Manager.

The minimum redemption amount for the respective Classes of Units are as follows:

MYR Class	USD Class
5,000 Units or such other amount as the Manager may prescribe from time to time.	1,000 Units or such other amount as the Manager may prescribe from time to time.

^ "business day" refers to a day on which it is not a New York public holiday.

6.6 Periodic Reporting to Unit Holders

Unit Holders will receive the following statements and reports in a financial year:

- Monthly statements of account which shows the balance of Unit Holders' investments and all transactions made during the month, distribution details and investment value;

- Quarterly reports containing information of the Fund, a report on the Fund's performance and financial statements for the accounting period. The quarterly reports will be dispatched to all Unit Holders within 2 months from the close of each financial quarter;

- Annual report containing information of the Fund, a report on the Fund's performance, audited financial statements for the accounting period and auditor's report. The annual report will be dispatched to all Unit Holders within 2 months from the close of each financial year.

CHAPTER 7: MANAGEMENT COMPANY

7.1 The Manager

The Manager, was incorporated as a public limited company on 2 August 1995 under the Companies Act 1965 with an authorised share capital of RM25,000,000.00 comprising 15,000,000 ordinary shares of RM1.00 each and 10,000,000 preference shares of RM1.00 each of which 13,465,300 ordinary shares and 5,000,000 preference shares are issued and fully paid-up. KIB is a wholly-owned subsidiary of Kenanga Investment Bank Berhad.

The Manager is licensed and authorised to conduct business in distributing unit trust funds and fund management on behalf of corporate, institutional and individual clients under the Act. The Manager established its maiden fund, the Kenanga Premier Fund, on 26 November 1996 and has since then been managing an array of unit trust funds and private mandates.

As at 1 October 2017, the Management Company manages 26 unit trust funds, 2 private retirement scheme (consisting of 6 core funds and 1 non-core fund), 21 wholesale funds and other funds from government agencies, pension funds, insurance, corporate and individual clients with a total fund size of RM8.1 billion.

7.2 Functions of the Manager

KIB is responsible for the day-to-day management, marketing and administration of the Fund, where its key functions include:

(a) Endeavouring to manage the Fund in a sound and professional manner in accordance with its investment objectives, the provisions of this Information Memorandum and the Deed;
(b) Arranging for sale and repurchase of Units in the Fund;
(c) Issuing the Fund's quarterly and annual reports to Unit Holders; and
(d) Keeping proper records of the Fund.
(e) Keeping Unit Holders informed on material matters relating to the Fund.

7.3 Board of Directors

Datuk Syed Ahmad Alwee Alsree (Chairman)
Syed Zafilen Syed Alwee (Independent Director)
Peter John Rayner (Independent Director)
Imran Devindran bin Abdullah (Independent Director)
Dato' Bruce Kho Yaw Huat (Non-Independent Director)
Ismitz Matthew De Alwis (Executive Director/Chief Executive Officer)

Note: Further information on the Manager, board of directors and investment committee members are provided in the Manager's website at www.kenangainvestors.com.my

7.4 Key Personnel of the Manager

Ismitz Matthew De Alwis
Executive Director / Chief Executive Officer

Ismitz Matthew De Alwis is the Chief Executive Officer for Kenanga Investors Berhad ("KIB"). He is responsible for the overall asset and investment management business of KIB and its subsidiaries. He started his career as an Investment Analyst with a regional research & advisory firm, where he obtained vast regional exposure in Hong Kong, Philippines, Dubai and Singapore. He brings with him 24 years' worth of experience, multiple expertise and several leadership roles in the fields of financial and investment management both regionally and locally. He joined Kenanga Investors in June 2013 upon the acquisition by Kenanga Investors of ING Investment management business in Malaysia, ING Funds Berhad where he was the Executive Director and country head.

He is an alumnus of University of Cambridge, Judge Business School – ABSEP and also attended the Advanced Business Management Program (ABMP) by International Institute for Management Development (IMD), Lausanne, Switzerland. He holds an MBA where he graduated with distinction. In addition, he has a Bachelor's Degree (H) and holds two other professional qualifications from the Chartered Institute of Marketing UK (CIM UK), and is a Certified Financial Planner (CFP). He is a Capital Markets Services Representative's License (CMSRL) holder from the Securities Commission for fund management and investment advice.

He is currently on the board of the Federation Investment Managers Malaysia (FIMM), Committee Member for Malaysia Associate Asset Managers (MAAM), and board member of the Licensing Examinations Review Committee (LERC) for the Securities Commission Licensing Examination Module 10: Asset & Funds Management. He was appointed to the Industry Competency Framework (ICF) Advisory Panel for the Malaysian Capital Market project undertaken by the Securities Industry Development Corporation (SIDC). He is the current President of the Board of Governors for the Financial Planning Association of Malaysia (FPAM).

Dr. Sahar Effendi bin Hj Daud
Head of Compliance

Dr. Sahar joined KIB on 3 November 2014 as the Head of Compliance. He started his career in 1997 with an international affiliated accounting firm before joining the Securities Commission in 2001. Whilst with the SC, he was attached to the Trust and Investment Management Department for about 2 years prior to joining the Investigation Department until his departure from the SC in October 2014. During his tenure with the Investigation Department, he was exposed to numerous high profile cases in various areas involving insider trading, market manipulation, illegal investment schemes, corporate fraud and forensic accounting as well as money laundering related offences.

Dr. Sahar, a Chartered Accountant (Malaysia), holds a Bachelor of Accountancy (Hons) from Universiti Putra Malaysia, MBA (Management and Finance) and Doctor of Business Administration (Accounting: Financial Disclosure, Corporate Governance and Performance Measurement); both from Universiti Utara Malaysia. Dr. Sahar is also a member of the Malaysian Institute of Accountants (MIA), Chartered Tax Institute of Malaysia (CTIM), Association of Certified Fraud Examiner (ACFE) as well as the Certified Financial Investigator Alumni (CFIA).

Dr. Sahar is the designated person responsible for compliance matters of the Fund.

7.5 Designated fund manager

Helmi Hamzah
Senior Portfolio Manager

Helmi Hamzah joined KIB in December 2014, bringing with him more than 11 years of experience in local and regional equities investment. Prior to joining KIB, Helmi was Vice President of Equities at CIMB Principal Asset Management, where his main responsibility was to manage institutional equities portfolios of more than RM500 million in asset under management ("AUM"). Before joining CIMB Principal Asset Management, Helmi was a portfolio manager at Prudential Asset Management, where he mainly managed equity unit trusts mandates. He was also a Research Analyst with Credit Suisse Securities, where his primary focus was coverage on the Malaysia property sector. On the research side, he has covered the plantations sector for the last 11 years and the Philippines market for the last 5 years. Helmi graduated with a Bachelor of Science in Economics with Honours from Queen Mary, University of London, UK. He obtained his Capital Markets Services Representative's License (CMRSL) in fund management in 2006.

CHAPTER 8: TRUSTEE

8.1 Background Information

RHB Trustees Berhad was incorporated in Malaysia under the Companies Act, 1965 on 6 March 2002. It is registered as a trust company under the Trust Companies Act, 1949 and is also registered with the SC to conduct unit trust business. The principal activity of RHB Trustees Berhad is providing retail and corporate trustee services. RHB Trustees Berhad has been in the trustee business since 2002.

The Trustee has an issued share capital of RM6,000,000 comprising 1,200,000 ordinary shares, RM25,000,000.00 comprising of 2,500,000 shares of RM10.00 each partly paid up to RM5.00 each.

The shareholders are as follows:

Shareholders	%
RHB Capital Berhad	20
RHB Investment Bank Berhad	20
RHB Nominees (Tempatan) Sdn. Bhd.	20
RHB Nominees (Asing) Sdn. Bhd.	20
RHB Futures and Options Sdn Bhd	20

8.2 Experience in Trustee Business

RHB Trustees Berhad undertakes all types of trustee business allowed under the Trust Companies Act, 1949, ranging from corporate trustee services to retail services. RHB Trustees Berhad offers corporate trustee services such as trustee for real estate investment trusts (REITs), unit trust funds (UTF), private retirement schemes and custodian services. Its retail services include estate planning services (will writing, custodian and executor/trustee services) and private trustee services (private purpose trust, investment trust, charitable trust, insurance trust, business succession trust, estate administration trust, custodian and stakeholder services).

8.3 Board of Directors

The following table sets out information regarding the Board of Directors of the Trustee:

Name	Directorship
Foo San Kan	Independent Non-Executive Director
Tony Chieng Siong Ung	Executive Director
Tuan Syed Ahmad Taufik Albar	Non-Independent Non-Executive Director

8.4 Key Personnel

Tony Chieng Siong Ung, *Head of RHB Trustees Berhad*

Mr Tony Chieng holds a Master of Business Administration specializing in finance from University of Southern Queensland and professional certification from The

Institute of Chartered Secretaries & Administrators ("**ICSA**"). He joined Prudential Fund Management Berhad in July 2007 as Section Head of Booking and Commission. Together with his team, they were to ensure all the Sales and Redemption of unit forms submitted by different Sales Channels was correct and complete. At the end of the month they need to ensure all the Sales Commission were paid correctly to all the Sales Channels. He left Prudential Fund Management to join Hwang Investment Management as Head of Fund Operations in August 2008 where he was in charge of day to day operations of Hwang Unit Trust Funds and private mandate encompassed areas of local and foreign trade settlement, local and foreign corporate actions, fund accounting and fund valuation for both unit trust funds and private mandates. He left Hwang Investment Management in September 2012 to pursue business venture in food & beverages.

Prior to joining the Trustee, he was the Head of Operations with one of Malaysia's leading financial institutions managing a team of 45 staff that covers Trustee, Custodian and Fund Accounting services with over 60 unit trust funds, 85 private debt securities ("**PDS**") and REITs and over 3,500 accounts under custodianship with Asset under Custody ("**AUC**") worth of more than RM70 Billion.

He has more than 19 years of experience in financial services industry encompassing hands on experience in day to day operations of trusteeship such as unit trust funds, PDS, REITs, Estate Administrations, Will & Wasiat and Private Trust; custodian roles such as trade settlement and corporate action, fund accounting, asset management, stock broking and insurance.

His scope of work at the Trustee includes the business development and operation for unit trust funds and REITs.

Lim San San, Associate Director

Ms Lim San San is a Fellow Member of the Association of Chartered Certified Accountants (FCCA) and Chartered Accountant of MIA (Malaysia Institute of Accountants). She has over 15 years of experience in the unit trust and asset management industry. Prior joining RHB Trustees Berhad, she was the Head of the Unit Trust section of an established trustee company, where she oversaw the Company's day to day Operations of over 60 unit trust funds, specializing in trade settlement, money market placements, corporate actions, fund accounting and the compliance functions. She was also previously attached to a reputable asset management company, where she is responsible for fund accounting and other back office functions. Her scope of work at RHB Trustees Berhad includes operation and marketing support for Estate Administrations, Wills & Wasiat and Private Trust.

Hoong Ngen Cheong, Head, Regional Asset Management Group Operations & International Operations Support

He holds Bachelor Degree majoring in Chartered Secretary and Administration, is a member of the Institute of Chartered Secretaries and Administrators (ICSA) and holds various company secretarial licenses. He was formally from an audit firm and prior to taking up his current role was the Head of Trust and Securities Operations for Deutsche Bank Malaysia and Head of Securities and Settlements for HSBC, covering investment banking and securities products and managing assets in custody in excess of trillions of ringgit. He has 25 years of working experience of which he has spent 9 years in Global Financial Institutions.

He currently oversees and manages all administration and operation functions of RHB Trustees Berhad.

Shazwani Mohd Zakaria, Assistant Manager, Internal Process and Management

She holds a Bachelor of Business Administration (Honours) from the International Islamic University Malaysia.

Work for Malaysian Trustees Berhad since May 2008 in Finance and Administration Department and Internal Process Management Department. Monitoring all the designated account, covenants of issuers, ensure all the security and transaction documents has been submitted, ensure that Company's day to day operations and internal process are in order and in line with the Company's Operating Manuals, Trust Deed and other related guidelines, rules and regulations.

Currently in RHB Trustees Berhad as an Assistant Manager of Internal Process and Management Department handling all compliance and business process flow of the company in line with the Company's Operating Manuals, Trust Deed and other related guidelines, rules and regulations.

8.5 Duties and Responsibilities of the Trustee

RHB Trustees Berhad's functions, duties and responsibilities are set out in the Deed. The general function, duties and responsibility of RHB Trustees Berhad include, but are not limited to, the following:

(a) Acting as trustee and safeguarding the rights and interests of the Unit Holders;
(b) Holding the assets of the Fund for the benefit of the Unit Holders; and
(c) Exercising all the powers of a trustee and the powers that are incidental to the ownership of the assets of the Fund.

RHB Trustees Berhad has covenanted in the Deed that it will exercise all due diligence and vigilance in carrying out its functions and duties, and in safeguarding the rights and interests of Unit Holders.

8.6 Trustee's Statement of Responsibility

RHB Trustees Berhad has given its willingness to assume the position as trustee of the Fund and all the obligations in accordance with the Deed, the Guidelines, securities laws and other relevant laws, and also its willingness to provide indemnity to the Manager for the benefit of the Unit Holders of the Fund for any loss incurred as a result of any non-performance of RHB Trustees Berhad.

8.7 Trustee's Declaration

RHB Trustees Berhad is independent of the Manager. RHB Trustees Berhad will carry out transactions on an arm's length basis and on terms which are best available to the Fund, as well as act at all times in the best interest of the Unit Holders. RHB

Trustees Berhad also has adequate procedures and processes in place to prevent or control conflicts of interest.

RHB Trustees Berhad's board of directors declares that the requirements of the guidelines on allowing a person to be appointed or to act as trustee under subsection 290(1) of the CMSA have been complied with at the point of application.

CHAPTER 9: SALIENT TERMS OF THE DEED

9.1 Unit Holders' Rights and Liabilities

Unit Holders' Rights

A Unit Holder has the right, amongst others:

(a) to receive distributions of income (if any);
(b) to participate in any increase in the value of the Units;
(c) to call for Unit Holders' meetings and to vote for the removal of the Trustee through a Special Resolution;
(d) to receive annual and quarterly reports on the Fund; and
(e) to enjoy such other rights and privileges as are provided for in the Deed.

No Unit Holder shall be entitled to require the transfer to him of any of the investments or assets of the Fund or be entitled to interfere with or question the exercise by the Trustee, or the Manager on its behalf, of the rights of the Trustee as the registered owner of such investments and assets.

Unit Holders' Liabilities

(a) No Unit Holder is liable for any amount in excess of the purchase price paid for the Units as determined pursuant to the Deed at the time the Units were purchased.

(b) A Unit Holder shall not be under any obligation to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the value of the assets of the Fund, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

9.2 Termination of the Fund

The Fund may be terminated or wound up should a Special Resolution be passed at a Unit Holders' meeting to terminate or wind up the Fund.

9.3 Termination of a Class of Units

The Manager may only terminate a particular Class of Units if the termination of that Class of Units does not prejudice the interests of Unit Holders of any other Class of Units. For the avoidance of doubt, the termination of a Class of Units shall not affect the continuity of any other Class of Units of the Fund.

If at a meeting of Unit Holders to terminate a Class of Units, a Special Resolution to terminate a particular class Units is passed by the Unit Holders:

(a) the Trustee shall cease to create and cancel Units of that Class of Units;

(b) the Manager shall cease to deal in Units of that Class of Units;

(c) the Trustee and the Manager shall notify the relevant authorities in writing of the passing of the Special Resolution;

(d) the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class of Units; and

(e) the Trustee or the Manager shall publish a notice on the termination of that Class of Units in at least one national Bahasa Malaysia newspaper and one national English newspaper, if those Units are available in Malaysia.

The Trustee shall then arrange for a final review and audit of the final accounts of the Fund attributable to that class of Units by the auditor of the Fund. Upon the completion of the termination of that Class of Units, the Trustee and the Manager shall notify the relevant authorities of the completion of the termination of that Class of Units.

9.4 Power to Call for a Meeting

A Unit Holders' meeting may be called by the Manager, Trustee and/or Unit Holders. Any such meeting must be convened in accordance with the Deed.

The Unit Holders may apply to the Manager to summon a meeting for any purpose including without limitation, for the purpose of:

(a) Requiring the retirement or removal of the Manager;
(b) Requiring the retirement or removal of the Trustee;
(c) Considering the most recent audited financial statements of the Fund;
(d) Giving to the Trustee such directions as the meeting thinks proper; or
(e) Considering any matter in relation to the Deed,

provided always that the Manager shall not be obliged to summon such a meeting unless a direction has been received from not less than fifty (50) or one-tenth (1/10) of all the Unit Holders of the Fund or of a particular Class of Units, whichever is the lesser number.

Every question arising at any meeting shall be decided in the first instance by a show of hands unless a poll is demanded or if it be a question which under the Deed requires a Special Resolution, in which case a poll shall be taken. On a show of hands every Unit Holder who is present in person or by proxy shall have one vote.

The quorum for a meeting of Unit Holders of the Fund is five (5) Unit Holders, whether present in person or by proxy, provided always that if the Fund or a class of Units has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund or a class of Units shall be two (2) Unit Holders, whether present in person or by proxy; if the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation of the Fund or the particular class of Units, as the case may be, at the time of the meeting.

CHAPTER 10: OTHER INFORMATION

10.1 Unclaimed Moneys

Any monies other than unclaimed income distribution payable to Unit Holders which remain unclaimed after more than one (1) year will be handled in accordance with the requirements of the Unclaimed Moneys Act, 1965 (revised 1989) and Unclaimed Moneys (Amendment) Act 2002.

10.2 Unclaimed Income Distribution

If Unit Holders elect to receive income distribution in the form of cheques and the Unit Holders do not deposit the cheques within six (6) months from the date of issuance of the said cheques, the Manager shall automatically reinvest the income amount into additional Units of the Fund at the NAV per Unit at the end of the expiry date of the said cheques provided that the Unit Holders still have an account with the Manager. For the avoidance of doubt, there will not be any sales charge imposed for the reinvestment.

10.3 Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA")

Application for Units must be accompanied by proper identification documents for our verification. All investors will be checked against various reliable sources for money laundering information. Any cases which are suspicious will be reported to our compliance officer who will then report the matter to the SC and BNM.

Money laundering is a process intended to conceal the benefits derived from unlawful activities which are related, directly or indirectly, to any serious offence so that they appear to have originated from a legitimate source.

The AMLATFPUAA is the act that provides for the offence of money laundering and also the measures to be taken for the prevention of money laundering and terrorism financing offences. The Financial Intelligence and Enforcement Department of BNM has been established to carry out the functions as the competent authority under the AMLATFPUAA. All market intermediaries under the CMSA and fund management companies approved by the SC under the CMSA are obliged to comply with the provisions of the AMLATFPUAA.

10.4 No Guarantee

The Manager of the Fund does not guarantee the performance or success of the Fund. Investors are advised to read the Information Memorandum and obtain professional advice before subscribing to the Fund.

10.5 Enquiries

All enquiries about the Fund and its investment should be directed in writing to:-

Kenanga Investors Berhad
Level 13, Kenanga Tower,
237 Jalan Tun Razak,
50400 Kuala Lumpur
Website: www.kenangainvestors.com.my
Email: investorservices@kenanga.com.my
Toll free Line: 1-800-88-3737
Facsimile No.: 03-2172 3133

This page is intentionally left blank.

Kenanga Investors Berhad
Level 14, Kenanga Tower,
237 Jalan Tun Razak,
50400 Kuala Lumpur

Website: www.kenangainvestors.com.my
Email: investorservices@kenanga.com.my

Toll free Line: 1-800-88-3737