

UNITED ASIAN GROWTH OPPORTUNITIES FUND

P r o s p e c t u s

UNITED ASIAN GROWTH OPPORTUNITIES FUND

DIRECTORY

MANAGERS

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

Registered Address

80, Raffles Place
UOB Plaza
Singapore 048624

Operating Address

80, Raffles Place
6th Storey, UOB Plaza 2
Singapore 048624

DIRECTORS OF THE MANAGERS

Terence Ong Sea Eng
Yeo Eng Cheong
Thio Boon Kiat

TRUSTEE

HSBC Institutional Trust Services (Singapore) Limited
(Company Registration Number: 194900022R)

21, Collyer Quay
#14-01 HSBC Building
Singapore 049320

AUDITORS

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

SOLICITORS TO THE MANAGERS

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

SOLICITORS TO THE TRUSTEE

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

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UNITED ASIAN GROWTH OPPORTUNITIES FUND

Important Information

The managers of United Asian Growth Opportunities Fund (the “**Fund**”), UOB Asset Management Ltd (the “**Managers**”) accept full responsibility for the accuracy of the information contained in this Prospectus and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, this Prospectus contains all information with respect to the Fund which is material in the context of the offer of units of the Fund (“**Units**”) hereunder and the statements contained in this Prospectus are in every material respect true and accurate and not misleading and there are no other facts the omission of which would make any statement in this Prospectus misleading. Unless otherwise stated all terms not defined in this Prospectus have the same meanings as used in the deed of trust dated 3 February 2004 (as amended) constituting and relating to the Fund (the “**Deed**”).

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

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

This Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation and may only be used in connection with the offering of Units as contemplated herein. No representation is made as to the tax status of the Fund.

Potential investors should seek professional advice to ascertain (a) the possible tax consequences, (b) the legal requirements; and (c) any foreign exchange transactions or exchange control requirements which they may encounter under the laws of the countries of their citizenship, residence, domicile, which may be relevant to the subscription, holding or disposal of Units and should inform themselves of and observe all such laws and regulations in any relevant jurisdiction that may be applicable to them.

Investment in the Fund requires consideration of the normal risks involved in investing and participating in collective investment schemes. Investors should carefully consider the risks of investing in the Fund which are set out in Part VIII of this Prospectus. Investors should consider these risks carefully before making an investment decision. Investors should note that because their investments can be volatile and that the value of the Units may decline as well as appreciate, there can be no assurance that the Fund will be able to attain its objectives. The price of the Units as well as income from them may go up as well as down to reflect changes in the value of the Fund. Investors should also satisfy themselves of the suitability to them of an investment in the Fund based on their personal circumstances.

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

All enquiries in relation to the Fund should be directed to the Managers, UOB Asset Management Ltd, or any authorised agent or distributor of the Managers.

UNITED ASIAN GROWTH OPPORTUNITIES FUND

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

I. BASIC INFORMATION

1. United Asian Growth Opportunities Fund

The Fund is a Singapore-constituted stand-alone open-ended unit trust.

2. Date of registration and expiry of Prospectus

The date of registration of this Prospectus with the Authority is 4 November 2011. This Prospectus shall be valid for 12 months after the date of registration (i.e., up to and including 3 November 2012) and shall expire on 4 November 2012.

3. Trust deed and supplemental deeds

3.1 The deed of trust relating to the interests being offered for subscription or purchase (the “**Principal Deed**”) is dated 3 February 2004 and the parties to the Principal Deed are UOB Asset Management Ltd (the “**Managers**”) and HSBC Institutional Trust Services (Singapore) Limited (the “**Trustee**”).

3.2 The Principal Deed has been amended by the following deeds:

- (i) the First Amendment Deed dated 3 February 2005;
- (ii) the Second Amendment Deed dated 2 February 2006;
- (iii) the Third Amendment Deed dated 30 January 2007;
- (iv) the Fourth Amendment Deed dated 29 June 2007;
- (v) the Fifth Amendment Deed dated 30 November 2007;
- (vi) the Sixth Amendment Deed dated 29 May 2009;
- (vii) the Seventh Amendment Deed dated 19 November 2009;
- (viii) the Eighth Amendment Deed dated 11 November 2010; and
- (ix) the Ninth Amendment Deed dated 26 September 2011.

The Principal Deed as amended by the First Amendment Deed, the Second Amendment Deed, the Third Amendment Deed, the Fourth Amendment Deed, the Fifth Amendment Deed, the Sixth Amendment Deed, the Seventh Amendment Deed, the Eighth Amendment Deed and the Ninth Amendment Deed shall hereinafter be referred to as the “**Deed**”.

3.3 The terms and conditions of the Deed shall be binding on each unitholder (each a “**Holder**” and collectively the “**Holders**”) and all persons claiming through such Holder as if such Holder had been a party to the Deed and as if the Deed contained covenants on the part of such Holder to observe and be bound by all provisions of the Deed and an authorisation by each Holder to do all such acts and things as the Deed may require the Trustee or the Managers (as the case may be) to do.

- 3.4 A copy of the Deed is available for inspection free of charge, at the office of the Managers at 80, Raffles Place, 6th Storey, UOB Plaza 2, Singapore 048624 at all times during normal business hours (subject to such reasonable restrictions as the Managers may impose) and shall be supplied by the Managers to any person upon request on application at a charge not exceeding S\$25 per copy of the document (or such other amount as the Trustee and the Managers may from time to time agree in writing), such charge being payable to the Managers.

4. Semi-annual report and audited financial statements

A copy of the latest semi-annual and annual reports, the auditor's report on the annual accounts and the semi-annual and annual accounts of the Fund may be obtained from the Managers upon request at 80, Raffles Place, 6th Storey, UOB Plaza 2, Singapore 048624.

II. THE MANAGERS

5. The managers of the Fund are UOB Asset Management Ltd (referred to as “**UOBAM**” in this paragraph), whose registered office is at 80 Raffles Place, UOB Plaza, Singapore 048624.
6. UOBAM is a wholly-owned subsidiary of UOB Group. Established in 1986, UOBAM has been managing collective investment schemes and discretionary funds in Singapore for 25 years and as of 31 August 2011, manages about S\$16.69 billion in clients' assets. UOBAM also has investment operations in Malaysia and Thailand.

UOBAM offers global investment management expertise to institutions, corporations and individuals, through customised portfolio management services and unit trusts. As at 31 August 2011, UOBAM manages 52 unit trusts in Singapore, with total assets of about S\$3.14 billion under management. UOBAM is one of the largest unit trust managers in Singapore in terms of assets under management.

In terms of market coverage, UOBAM has acquired specialist skills in equity investment in Asian, Australian, European and US markets and in major global sectors. In the bond markets, UOBAM covers the Organisation of Economic Co-operation and Development (**OECD**) countries to emerging markets. UOBAM's investment philosophy is to emphasise on securities selection using a bottom-up approach. UOBAM makes regular company visits and supplements its fundamental investment approach with quantitative tools to control risks and to aid in the portfolio construction process. UOBAM has also established itself as one of the leading players in structured credits and investment solutions, managing third party investments in global emerging market securities as well as global investment grade, non-investment grade and multi-sector credits.

In addition, UOBAM is committed to achieving consistently good performance. Since 1996, UOBAM has won 118 awards for investments in local, regional and global markets, and across global sectors such as Banking and Finance, Technology, Healthcare, as well as Gold and Mining.

As at 31 August 2011, UOBAM has a staff strength of over 210 including about 52 investment professionals in Singapore.

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

Past performance of the Managers is not necessarily indicative of their future performance.

III. THE TRUSTEE

7. The Trustee of the Fund is HSBC Institutional Trust Services (Singapore) Limited, whose registered office is at 21, Collyer Quay, #14-01 HSBC Building, Singapore 049320.

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

IV. OTHER PARTIES

8. The registrar of the Fund is the Trustee and the register of Holders (the “**Register**”) is kept and maintained at 20 Pasir Panjang Road (East Lobby) #12-21 Mapletree Business City, Singapore 117439. The Register is accessible to the public during normal business hours subject to such reasonable restrictions as the registrar may impose. The Trustee may appoint any other party (including, without limitation, the Managers) to keep and maintain the Register.

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

9. The auditors of the accounts of the Fund (the “**Auditors**”) are PricewaterhouseCoopers LLP whose registered office is at 8 Cross Street, #17-00, PWC Building, Singapore 048424.
10. The custodian for the Fund is State Street Bank and Trust Company, whose registered office is at 225, Franklin Street, Boston, MA 02110, United States of America and/or such other custodian as may be appointed from time to time in respect of the Fund or any of its assets (collectively, the “**Custodian**”).

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

V. STRUCTURE OF THE FUND

11. The Fund is a Singapore-constituted stand-alone open-ended unit trust and has no fixed duration.

VI. INVESTMENT OBJECTIVE, FOCUS AND APPROACH

12. Investment Objective and Focus

The investment objective of the Fund is to achieve long-term capital growth by investing primarily in small capitalisation stocks and stock-related securities issued by corporations in the Asia Pacific region (excluding Japan). The Fund may also invest in securities such as American Depository Receipts issued by corporations in the Asia Pacific region (excluding Japan).

The current investment strategy of the Managers is to invest a large part of the Assets of the Fund in companies:

- (a) with a market capitalisation lower than the market capitalisation of the 50th percentile constituent company (the “**Cap**”*) of a recognised Asia Pacific ex Japan index (“**Index**”[^]); and
- (b) which may be constituent or non-constituent stocks of the Index.

** Investors should note that the Fund will only observe the Cap at the time of investment in a company. If the Fund invests in a company and the market capitalisation of that company is subsequently higher than the current Cap, the Fund may continue to hold stock in that company.*

^ Investors should note that the Index used may be different from the benchmark against which the performance of the Fund is measured, as described in paragraph 34 of this Prospectus.

The net asset value of the Fund is likely to be highly volatile due to the investment objective, focus and/or approach of the Fund and/or the portfolio management techniques adopted by the Managers.

13. Authorised Investments

The authorised investments of the Fund (the “**Authorised Investments**”) means any of the following investments:

- (i) securities issued by corporations or any other entities incorporated in or whose principal operations are in Asia (excluding Japan);
- (ii) securities issued or guaranteed by any government, statutory bodies or other public authorities of Asia (excluding Japan);
- (iii) to the extent permitted by applicable laws, regulations and the code on collective investment schemes issued by the Authority, for the purposes of hedging and efficient portfolio management only, a futures, forward, option, swap or any other derivative; and

- (iv) any investment which is a unit in any unit trust scheme or a share or participation in an open-ended mutual fund or other collective investment scheme provided that such unit trust scheme, open-ended mutual fund or other collective investment scheme only invests in the investments listed in subparagraphs (i), (ii) and (iii) above.

The Authorised Investments may be subject to short term repurchase agreements with financial institutions which in the opinion of the Managers would present minimum credit risks and includes any certificates of deposit, commercial paper, promissory notes, treasury bills and all other fixed and floating rate instruments.

The Fund is subject to the investment guidelines and borrowing limits under Appendix 1 of the Code on Collective Investment Schemes issued by the Authority (the “Code”) (as may be amended from time to time). The latest version of the Code may be found at the Authority’s website: www.mas.gov.sg. Investors should note that the Authority may, from time to time, update or amend the Code.

The Fund currently does not intend to carry out securities lending or repurchase transactions but may in the future do so, in accordance with the provisions of the Code. Accordingly, the Fund may at such time in the future become subject to the provisions on securities lending and repurchase transactions as set out in the Code.

Investors should note that the Fund intends to use or invest in financial derivatives. Further information is set out in paragraph 17.4 of this Prospectus.

14. Investment Approach

The countries and securities invested in the Fund go through a rigorous research exercise before they are included in the respective portfolios. Even though the combination of both bottom-up and top-down investment approaches ultimately drives the process, the Managers believe long-term investment performance can be achieved by employing a rigorous research process that enables the Managers to identify companies that generate superior returns as well as by identifying companies that are undervalued.

Bottom-up Approach

As mentioned above, fundamental and valuation analysis (bottom-up) forms an integral part of the Managers’ research effort. Key elements of this include:

Fundamental Evaluation

This includes the evaluation of company management, products and services, competitive positioning, operating outlook, earnings prospects, risk factors and corporate governance standards.

Valuation Analysis

This includes some form of discounted cash flow valuation approach, comparative multiples (P/E, P/BV, P/CF, and Dividend Yield) and a wide range of profitability measures (Operating Margin, ROE, ROIC vs. Cost of Capital).

In addition, company visits, meetings with management and participation in conference calls are important to the Managers’ research effort. In the stock screening process, the Managers actively screen a reasonable number of equity securities from a larger universe of equity securities.

Top-down Approach

The top-down assessment of the markets and asset allocation involves a detailed quarterly review of market conditions and risk adjusted expectations across asset classes and regions in order to establish internal targeted allocations for the various portfolios.

The Managers may invest the Assets of the Fund, from time to time, in any industry or sector which in their opinion offers good growth opportunity and investment value Provided That the investments are within the investment objective of the Fund. The Fund will invest primarily in equity securities.

VII. FEES AND CHARGES

15. All fees and charges that are payable by investors and payable out of the Fund are outlined in the following table:

Payable by the investors	
Subscription fee	Currently 5%; maximum 5%.
Realisation charge	Nil.
Switching fee ¹	Currently 1%.
Payable by the Fund to the Managers, Trustee and other parties	
Annual management fee	Currently 1.25%; maximum 1.25%.
Annual trustee remuneration ²	Currently not more than 0.05% (subject to a minimum of S\$5,000); maximum 0.25%.
Annual valuation fee	Currently Nil.
Annual registrar and transfer agent fee	Currently Nil.
Audit fee ³ (payable to the Auditors), custodian fee ⁴ (payable to the Custodian) and other fees and charges ⁵	Subject to agreement with the relevant parties. Each fee may exceed 0.1% p.a., depending on the proportion that each fee bears to the net asset value of the Fund.

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

² The annual trustee remuneration is subject always to a minimum of S\$15,000.00 or such other lower sum as may be agreed from time to time between the Trustee and the Managers.

³ The audit fee payable is subject to agreement with the Auditors for the relevant financial year. Based on the audited accounts and the average net asset value of the Fund for the financial year ended 30 June 2011, the audit fee did not amount to or exceed 0.1% in that financial year.

⁴ The custodian fee payable is subject to agreement with the Custodian and will depend on the number of transactions carried out and the place at which such transactions are effected in relation to the Fund. Based on the audited accounts and the average net asset value of the Fund for the financial year ended 30 June 2011, the custodian fee amounted to 0.10% in that financial year.

⁵ Other fees and charges include printing and stationery costs, legal and professional fees, goods and services tax (“**GST**”). Based on the audited accounts and the average net asset value of the Fund for the financial year ended 30 June 2011, the aggregate of legal and professional charges, printing and stationery and GST amounted to 0.10% in that financial year.

As required by the Code, all marketing, promotional and advertising expenses in relation to the Fund will be borne by the Managers and not charged to the Assets of the Fund.

The subscription fee and realisation charge (if any) will be retained by the Managers for their own benefit, and will not form part of the Assets of the Fund. All or part of the subscription fee may also be paid to or retained by authorised agents or distributors of the Managers. Any other commission, remuneration or sum payable to authorised agents or distributors of the Managers in respect of the marketing of Units will be paid by the Managers. Investors should also note that the authorised agents and distributors through whom the investors subscribe for Units may (depending on the specific nature of services provided) impose other fees and charges that are not disclosed in this Prospectus, and investors should check with the relevant agent or distributor on such fees and charges, if any.

The Managers may at any time differentiate between applicants as to the amount of the subscription fee, realisation charge, switching fee and other charges (if any) payable to the Managers upon the issue, realisation or switching of Units (as the case may be), or allow to investors discounts on such basis and to such extent as they may think fit (such discounts to be borne by the Managers and not by the Fund), or to waive such fees and charges (if any).

VIII. RISKS

16. General Risks

- 16.1 Investors should consider and satisfy themselves as to the risks of investing in the Fund. Generally, some of the risk factors that should be considered by investors are market risks, interest rate risks, foreign exchange risks, political risks, repatriation risks, liquidity risks and derivatives risks.
- 16.2 An investment in the Fund is meant to produce returns over the long-term. Investors should not expect to obtain short-term gains from such investment.
- 16.3 Investors should be aware that the value of Units and the income accruing from the Units, may fall or rise and that investors may not get back their original investment (in whole or in part). **No guarantee is given, express or implied, that investors will receive back their original investment.**
- 16.4 There is no guarantee that the investment objective of the Fund will be achieved.

17. Specific Risks

17.1 Market Risk

Investors should consider and satisfy themselves as to the usual risks of investing and participating in publicly traded securities. Prices of securities may go up or down in response to changes in economic conditions, interest rates and the market's perception of securities which in turn may cause the price of Units to rise or fall.

17.2 Foreign Exchange Risk

The Fund is denominated in Singapore dollars. Where investments are made by the Fund in the form of foreign currency denominations, fluctuations in the exchange rates of other currencies against the base currency of the Fund may affect the value of Units. In the management of the Fund, the Managers adopt an active currency management approach. However, the foreign currency exposure of the Fund may not be fully hedged depending on circumstances of each case. Such considerations shall include but are not limited to the outlook on the relevant currency, the costs of hedging and the market liquidity of the relevant currency.

17.3 Political Risk

The investments in the 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 the other countries.

17.4 Derivatives Risk

As the Fund may be investing in financial derivative instruments for efficient portfolio management or hedging, it will be subject to risks associated with such investments. These financial derivative instruments include foreign exchange forward contracts and equity index future contracts. Investments in financial derivative instruments may require the deposit of initial margin and additional deposit of margin on short notice if the market moves against the investment positions. If no provision is made for the required margin within the prescribed time, the Fund's investments may be liquidated at a loss. Therefore, it is essential that such investments in financial derivative instruments are monitored closely. The Managers have the necessary controls for investments in financial derivative instruments and have in place systems to monitor the derivative positions for the Fund.

Risk management procedures of the Managers

- (a) The Managers may use or invest in financial derivative instruments (“**FDIs**” or “**derivatives**”) for the purposes of hedging existing positions in a portfolio, efficient portfolio management or a combination of both purposes.
- (b) The Managers will ensure that the global exposure of the Fund to FDIs or embedded FDIs will not at any time exceed 100% of the net asset value of the Fund. The Managers will apply a commitment approach to determine the Fund’s global exposure to FDIs by converting the positions in the FDIs into equivalent positions in the underlying assets of those FDIs and will calculate such exposure in accordance with the methods described in the Code.
- (c) Description of risk management and compliance procedures and controls adopted by the Managers:
 - (i) The Managers will implement various procedures and controls to manage the risk of the Assets of the Fund. The decision to invest in any particular security or instrument on behalf of the Fund will reflect the Managers’ judgment of the benefit of such transactions to the Fund and will be consistent with the Fund’s investment objective in terms of risk and return.
 - (ii) *Execution of Trades.* Prior to each trade, the Managers will ensure that the intended trade will comply with the stated investment objective, focus, approach and restrictions of the Fund, and that best execution and fair allocation of trades are done. The Managers’ middle office department will conduct periodic checks to ensure compliance with the investment objective, focus, approach and restrictions (if any) of the Fund. In the event of any non-compliance, the Managers’ middle office department is empowered to instruct the relevant officers to rectify the same. Any non-compliance will be reported to higher management and monitored for rectification.
 - (iii) *Liquidity.* In the event there are unexpectedly large realisations of Units, there may be a possibility that the Assets of the Fund may be forced to be liquidated at below their fair and expected value, especially in illiquid public exchanges or over-the-counter markets. The Managers will ensure that a sufficient portion of the Fund will be in liquid assets such as cash and cash-equivalents to meet expected realisations, net of new subscriptions.
 - (iv) *Counterparty exposure.* The Fund may have credit exposure to counterparties by virtue of positions in financial instruments (including derivatives) held by the Fund. To the extent that a counterparty defaults on its obligations and the Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its assets, its income stream and incur extra costs associated with the exercise of its financial rights. Subject to the provisions of the Code, the Managers will restrict their dealings with counterparties that have a minimum long-term issuer credit rating of above BB+ by Standard and Poor’s, an individual rating of above C by Fitch Inc or a financial strength rating of above C by Moody’s Investors Service, or an equivalent rating from any other reputable rating agency. If any approved counterparty fails this criterion subsequently, the Managers will take steps to unwind the Fund’s position with that counterparty as soon as practicable.
 - (v) *Volatility.* To the extent that the Fund has exposure to FDIs that allow a larger amount of exposure to a security for no or a smaller initial payment than the case when the investment is made directly into the underlying security, the value of the Fund’s assets will have a higher degree of volatility. The Fund may use FDIs for hedging purposes for reducing the overall volatility of the value of its assets. At the same time, the Managers will ensure that the global exposure of the Fund to FDIs and embedded FDIs will not exceed the value of the Assets of the Fund, as stated in paragraph (b) above.
 - (vi) *Valuation.* The Fund may have exposure to over-the-counter FDIs that are difficult to value accurately, particularly if there are complex positions involved. The Managers will ensure that independent means of verifying the fair value of such instruments are available, and will conduct such verification at an appropriate frequency.

- (d) The Managers will ensure that the risk management and compliance procedures and controls adopted by them are adequate and will be or have been implemented, and that they have the necessary expertise to control and manage the risks relating to the use of FDIs. The Managers may modify the risk management and compliance procedures and controls as they deem fit and in the interest of the Fund, but subject always to the requirements under the Code.
- (e) For the purpose of determining its counterparty exposure under over-the-counter FDIs, the Fund may net its over-the-counter financial derivative positions with a counterparty through bilateral contracts for novation or other bilateral agreements with the counterparty, provided that such netting arrangements satisfy the relevant conditions described in the Code, and that the Managers will obtain, or has obtained, the required legal opinions as stipulated in the Code.
- (f) Where the underlying asset of a FDI consists of commodities, such FDI transaction will be settled in cash at all times.

17.5 Liquidity Risk

Investments by the Fund in some Asian and/or emerging markets often involve a greater degree of risk due to the nature of such markets which do not have fully developed services such as custodian and settlement services often taken for granted in more developed markets. There may be a greater degree of volatility in such markets because of the speculative element, significant retail participation and the lack of liquidity which are inherent characteristics of these Asian and/or emerging markets.

17.6 Small Capitalisation Companies Risk

Investments in small capitalisation companies generally carry greater risk than is customarily associated with larger capitalisation companies, which may include, for example, less public information, more limited financial resources and product lines, greater volatility, higher risk of failure than larger companies and less liquidity. The result may be greater volatility in the share prices.

17.7 Single Country, Sector and Regional Risk

Investors should also be aware that investments in single country, sector or regional funds which may present greater opportunities and potential for capital appreciation may be subject to higher risks as they may be less diversified than a global portfolio.

17.8 Financial institution risk

In comparison to the overall stock market, the value of shares of financial institutions is more likely to be adversely affected by falling interest rates and/or deteriorating economic conditions. Also, financial institutions are subject to greater regulation than other industries in the overall stock market. For example, industries like banking and insurance are subject to special regulatory schemes not shared by other industries. Additionally, tighter government regulation and potential government intervention of financial institutions in which the Fund invests may adversely affect the Fund by preventing the Fund's holdings from realising their growth potential.

17.9 Equity risk

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

17.10 Exceptional market conditions risk

Under certain market conditions, it may be difficult or impossible to liquidate or rebalance positions. For example, this may occur during volatile markets or crisis situations or where trading under the rules of the relevant stock exchange is suspended, restricted or otherwise impaired. During such times, the Fund may be unable to dispose of certain assets due to thin trading or lack of a market or buyers. Placing a stop-loss order may not necessarily limit a Fund's losses to intended amounts as market conditions may make it impossible to execute such an order at the ideal price. In addition, such circumstances may force the Fund to dispose of assets at reduced prices, thereby adversely affecting the Fund's performance. Further, such investments may be difficult to value with any

degree of accuracy or certainty. The dumping of securities in the market could further deflate prices. If the Fund incurs substantial trading losses, the need for liquidity could rise sharply at the same time that access to liquidity is impaired. Further, in a market downturn, the Fund's counterparties' financial conditions could be weakened, thereby increasing the Fund's credit risk to them.

17.11 Actions of institutional investors

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

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

IX. SUBSCRIPTION OF UNITS

18. Subscription Procedure

Applications for Units may be made on the application form attached to this Prospectus, or through any authorised agent or distributor of the Managers from time to time, or through automated teller machines ("ATMs") (as and when ATM applications are made available by the Managers or their authorised agents or distributors, if applicable), or through the Managers' website at ubam.com.sg or any other website designated by the Managers, or any other sales channels, if applicable. Applications should be accompanied by such documents as may be required, with the subscription monies in full.

Applicants may make payment for Units by telegraphic transfer and should contact the Managers for details regarding such form of payment.

Units will generally only be issued when subscription monies have been received by the Trustee on a cleared funds basis, although the Managers may at their discretion issue Units before the Trustee receives full payment in cleared funds (save for those subscriptions made through the use of SRS monies).

Investors may subscribe for Units either with cash or Supplementary Retirement Scheme ("SRS") monies.

Investors wishing to use their SRS monies to purchase Units shall indicate so in the relevant application form. The application form will contain the investor's instructions to the SRS operator bank to withdraw from the investor's SRS account, the purchase monies in respect of Units applied for.

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

19. Minimum initial subscription amount and minimum subsequent subscription amount

The minimum initial subscription amount for the Fund is S\$1000 (or in the case where payment is made in US Dollars, US\$1,000) or its equivalent in such other currencies at the applicable rate of exchange as determined by the Managers, or such other minimum initial subscription amounts as the Managers may from time to time in their sole discretion determine upon giving prior written notice to the Trustee.

The minimum subsequent subscription amount for the Fund is S\$500 (or in the case where payment is made in US Dollars, US\$500) or its equivalent in such other currencies at the applicable rate of exchange as determined by the Managers, or such other minimum subsequent subscription amounts as the Managers may from time to time in their sole discretion determine upon giving prior written notice to the Trustee.

Investors should also note that distributors appointed by the Managers may impose a higher minimum initial or subsequent subscription amount. Investors should therefore check with the relevant distributors before submitting their applications for subscriptions.

20. Dealing Deadline and Pricing Basis

20.1 The dealing deadline is at 3.00 p.m. Singapore time on a Dealing Day (the “**Dealing Deadline**”) or such other time on or prior to such Dealing Day as the Managers may from time to time determine with the approval of the Trustee.

20.2 Therefore, applications received and accepted by the Managers or any authorised agent or distributor of the Managers by the Dealing Deadline on any Dealing Day will be transacted on that day. Applications received and accepted by the Managers or any authorised agent or distributor of the Managers after the Dealing Deadline on any Dealing Day or on a day which is not a Dealing Day will be transacted on the next Dealing Day.

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

“**Business Day**” means a day (other than Saturday, Sunday or a gazetted public holiday) on which commercial banks are open for business in Singapore or any other day as the Managers and the Trustee may agree in writing.

“**Recognised Stock Exchange**” means any stock exchange in the Asia Pacific Region (including the Singapore Exchange Securities Trading Limited, the Bursa Malaysia Berhad, the Jakarta Stock Exchange, the Stock Exchange of Thailand, the Manila/Makati Stock Exchange, the Stock Exchange of Hong Kong Ltd., the Taiwan Stock Exchange, the Korea Stock Exchange, the Tokyo Stock Exchange and the Sydney Stock Exchange), the London Stock Exchange, the Luxembourg Stock Exchange and such other stock exchange as is selected by the Managers (subject to any restrictions under the Code).

“**Valuation Point**” means the close of business of the relevant market in relation to the relevant Dealing Day on which the net asset value of the Fund is to be determined or such other time on the relevant Dealing Day or such other day as the Managers may determine with the prior approval of the Trustee who will determine if Holders should be informed of such change and the Managers shall notify the Holders of such change if requested by the Trustee.

20.3 Units are issued on a forward pricing basis. Therefore, the issue price cannot be calculated at the time of application. The issue price per Unit of the Fund shall be ascertained by calculating the net asset value per Unit of the Fund as at the Valuation Point in relation to such Dealing Day on which such issue occurs of the proportion of the Assets of the Fund represented by one Unit of the Fund, truncated to three decimal places (or such other method of adjustment or number of decimal places as determined by the Managers with the approval of the Trustee). The Managers may, if so required, charge a subscription fee which is deducted from the total amount paid by the investor for the subscription of Units (the “**Gross Investment Amount**”), and the resultant amount (the “**Net Investment Amount**”) will be applied towards the subscription of Units. The subscription fee shall be retained by the Managers for their own benefit and the amount of the adjustment shall be retained by the Fund. The Managers may, subject to the prior approval of the Trustee, change the method of determining the issue price and the Managers shall give notice of such amendment to the Holders if so required by the Trustee.

20.4 The Managers shall be entitled to convert the issue price to a foreign currency at the applicable rate of exchange. The costs of the currency exchange, if any, will be borne by the investor. Currently, the Managers accept the purchase of Units in Singapore Dollars (for payment using SRS monies) and in both Singapore Dollars and US Dollars (for cash payment) and will quote the issue price in Singapore Dollars and its equivalent in US Dollars at the applicable rate of exchange. In future, the Managers may accept the purchase of Units in any other foreign currency and will quote the issue price in such currency at the applicable rate of exchange.

20.5 If a Unit is to be issued to a person resident outside Singapore, the Managers shall be entitled to deduct from the Gross Investment Amount an additional amount which is equal to the excess of the expenses actually incurred over the amount of expenses which would have been incurred if such person had been resident in Singapore. The Managers shall be entitled to deduct from the subscription or purchase monies payable by the Holder an amount equal to the sum of all bank charges and commissions incurred or to be incurred by the Fund as a consequence of the settlement of any subscription or purchase of Units in any currency other than the base currency of the Fund.

21. Numerical example

The number of Units an investor will receive with a Gross Investment Amount of S\$1,000.00, based on a notional issue price of S\$1.000 and a subscription fee of 5%, will be calculated as follows:

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

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

This is for illustrative purposes only and is not an indication of future or likely performance of the Fund. The value of Units and the income from them may go down as well as up. Investors should read the Prospectus before investing.

22. Confirmation of purchase

A confirmation note detailing the investment amount and the number of Units allocated to an investor will be sent to the investor within 5 Business Days for cash applications and within 11 Business Days for SRS applications from the date of issue of Units.

23. Cancellation of initial subscription by Holders

Subject to Clause 10(B) of the Deed and the cancellation terms and conditions attached to the application form for the subscription of Units, every Holder shall have the right to cancel their purchase of Units within 7 calendar days from the date of subscription or purchase of Units (or such longer period as may be agreed between the Managers and the Trustee or such other period as may be prescribed by the Authority) by providing notice in writing to the Managers or their authorised agents or distributors, provided that where the last day of the time period falls on a Sunday or a public holiday in Singapore, the time period shall be extended to the next calendar day, not being a Sunday or a public holiday in Singapore.

A Holder may choose to realise his Units under paragraph XI of this prospectus instead of cancelling his application form but should note that he will not be able to enjoy the benefits of a cancellation under this paragraph if he choose to realise his Units (ie there will be no refund of the subscription fee and the prevailing realisation charge, if any, may be imposed) and the realisation proceeds may be lower than the cancellation proceeds if the appreciation in the value of the Units is less than the subscription fee.

Investors should refer to the terms and conditions for cancellation of subscription attached to the cancellation form before purchasing Units in the Fund.

X. REGULAR SAVINGS PLAN

24. The Managers have implemented a Regular Savings Plan (“RSP”) for the Fund. A Holder must have a minimum holding of 1,000 Units or the number of Units which would have been purchased for S\$1,000 (or in the case where the purchase is made in US dollars, US\$1,000) or its equivalent in such other currencies as the Managers may decide based on the issue price prevailing on the date of application (or such other number of Units as may be determined by the Managers from time to time), whichever is the lower number, to join the RSP.

A Holder may opt to invest a minimum sum of S\$100 (or in the case where payment is made in US dollars, US\$100) on a fixed day per month or S\$500 (or in the case where payment is made in US dollars, US\$500) on a fixed day per quarter through GIRO payment (or such other amounts or in such other currencies as may be determined by the Managers from time to time).

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

For RSP using SRS monies, Holders must submit the relevant application form.

Payment for the RSP will be debited from the Holders' bank accounts or SRS accounts (as the case may be) on the 25th calendar day (or next Business Day if that day is not a Business Day) of (i) each month (in the case of monthly RSP subscriptions) or (ii) the last month of each calendar quarter (in the case of quarterly RSP subscriptions). The investment will be made on the same day after payment has been debited for cash or SRS monies (as the case may be) with the allotment of Units made normally within 2 Business Days thereafter.

In the event that the debit is unsuccessful, no investment will be made for that month. No notification relating to the unsuccessful debit will be sent to the relevant Holders. After 2 consecutive unsuccessful debits, the RSP will be terminated and no notification of such termination will be sent to the relevant Holders.

The Managers shall not assume any liability for any losses arising from the Holders' payment for the RSP via direct debit transactions.

A Holder may terminate his participation in such RSP without penalty upon giving 30 days' prior written notice to the Managers.

XI. REALISATION OF UNITS

25. Realisation Procedure

Requests for realisation of Units may be made on realisation forms which may be obtained from the Managers or any authorised agent or distributor, or through an ATM (as and when ATM realisation is made available by the Managers, or their authorised agents or distributors, if applicable) or through the Managers' website at uobam.com.sg or any other website designated by the Managers, or any other channels if applicable.

26. Dealing Deadline and Pricing Basis

- 26.1 Requests received and accepted by the Managers or any authorised agent or distributor of the Managers by the Dealing Deadline on any Dealing Day shall be realised at the realisation price on that Dealing Day. Requests received and accepted by the Managers or any of their authorised agent or distributor after the Dealing Deadline on any Dealing Day or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day.
- 26.2 Units are realised on a forward pricing basis. Therefore, the realisation price cannot be calculated at the time of request. The realisation price per Unit of the Fund shall be the price per Unit ascertained by the Managers by calculating the net asset value per Unit as at the Valuation Point in relation to the Dealing Day on which the realisation request is received of the proportion of the Assets of the Fund then represented by one Unit, truncated to three decimal places (or such other method of adjustment or other number of decimal places as determined by the Managers with the approval of the Trustee). The amount of the aforesaid adjustment shall be retained by the Fund.
- 26.3 The Managers shall be entitled to convert the realisation price to a foreign currency at the applicable rate of exchange. The cost of the currency exchange, if any, will be borne by the investor. Currently, the Managers permit the realisation of Units in both Singapore Dollars and US Dollars and will quote the realisation price in Singapore Dollars and its equivalent in US Dollars at the applicable rate of exchange as determined by the Managers. In future, the Managers may permit the realisation of Units in any other foreign currency and will quote the realisation price in such currency at the applicable rate of exchange as determined by the Managers.
- 26.4 If a Holder is resident outside Singapore, the Managers shall be entitled to deduct from the total amount which would otherwise be payable on the realisation of Units from the Holder an amount equal to the excess of the expenses actually incurred over the amount of expenses which would have been incurred if the Holder had been resident in Singapore.
- 26.5 For the avoidance of doubt, should a realisation request for any Units be received by the Managers prior to the receipt of the subscription monies in respect of such Units, the Managers may refuse to realise such Units until

the Dealing Day following that upon which the subscription monies in respect of such Units have been received by the Trustee. Bank charges (if any) incurred in respect of a telegraphic transfer of realisation proceeds to a Holder's bank account will be borne by the Holder.

27. Minimum holding and minimum realisation amount

Unless the Managers and the Trustee otherwise agree, a Holder may not realise part of his holding of Units if thereafter his holding would be reduced to less than the minimum holding. The minimum holding of Units is 1000 Units or such number of Units which at the issue price prevailing at the time of the initial purchase was or would have been purchased for S\$1,000 (or in the case where the purchase was made in US Dollars, US\$1,000). Unless the Managers in any particular case, or generally otherwise agree, a Holder shall not be entitled to realise Units other than in amounts of 500 Units and above.

28. Numerical example

The net realisation proceeds payable to an investor on the realisation of 1,000 Units of the Fund, and on a notional realisation price of S\$0.900* and on the basis that there is no realisation charge, will be calculated as follows:

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

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

** No realisation charge is currently imposed.

29. The net realisation proceeds shall normally be paid by cheque or credited into the Holder's SRS account, as applicable, within 6 Business Days in Singapore (or such number of days as permitted by the Authority) from the Dealing Day following the receipt and acceptance of the realisation request in written form by the Managers or their duly authorised agents or distributors unless the realisation of Units has been suspended in accordance with paragraph XIV of this Prospectus.

XII. SWITCHING OF UNITS

- 30.1 Subject to the provisions of the Deed, the Managers shall be entitled to allow a Holder to switch his Units for units in any Group Fund or for a different class of Units in the Fund (if established) upon such terms and conditions as the Managers may from time to time determine. Applications for switching of Units may be made by submitting the relevant form (ie. the Switching Notice) to the Managers or through any authorised agent or distributor of the Managers or through any other applicable sales channel.

Units purchased with SRS monies may only be switched for units of a Group Fund which may be subscribed or purchased with SRS monies.

“**Group Fund**” means a unit trust scheme the managers of which are the Managers or a company under their control or under common control with them or at least fifty (50) per cent of the share capital of which is held by a company which is a shareholder of the Managers and which shall approve the terms of any switching which may be made under Clause 9(J) of the Deed.

- 30.2 Subject as hereinafter provided and as provided in Clause 9(J) of the Deed, the switching of the Units specified in the Switching Notice shall be made on the Common Switching Dealing Day (as defined below) on which the Switching Notice is received by the Managers up to the Dealing Deadline on such Common Switching Dealing Day and, for this purpose, a “**Common Switching Dealing Day**” is a day which is both a Dealing Day in relation to Units and a dealing day in relation to units of the Group Fund. If a Switching Notice is received on a day which is not a Common Switching Dealing Day, such Switching Notice shall be treated as having been received before the Dealing Deadline on the next Common Switching Dealing Day.

- 30.3 No Units shall be switched during any period when the right of Holders to require the realisation of Units is suspended pursuant to Clause 11(D) of the Deed or on any Common Switching Dealing Day on which the number of Units that can be realised by any Holder is limited pursuant to Clause 11(F) of the Deed.
- 30.4 A Holder shall not without the consent of the Managers be entitled to withdraw a Switching Notice duly made in accordance with this paragraph.
- 30.5 A switch for the purpose of this paragraph of Units for units of a Group Fund shall be effected by the Holder surrendering his Units to the Managers who shall pay to the managers of the Group Fund concerned a sum representing the value of the surrendered Units calculated as aforesaid in consideration of the issue to that Holder of units in that Group Fund to the same value as the aforesaid sum representing surrendered Units.
- 30.6 A switch of units of a Group Fund for Units shall be effected by the managers of that Group Fund paying on the surrender to them of units of that Group Fund by the holder thereof a sum representing the value of the surrendered units to the Managers who shall pay over such sum to the Trustee as an accretion to the Assets of the Fund and shall issue to the previous holder of the surrendered units of that Group Fund Units to the same value as the surrendered units of the Group Fund as calculated in accordance with paragraph (vi) of Clause 9(J) of the Deed (after deducting any subscription fee payable).

XIII. PRICES OF UNITS

31. The indicative issue and realisation prices of Units will be published in The Straits Times, The Business Times, Lianhe Zaobao and such other publications as the Managers may decide upon and can also be obtained from the Managers' website at uobam.com.sg or any other website designated by the Managers, if applicable, or by calling the Managers' 24 hour hotline at telephone number 1800 22 22 228. The actual prices will generally be published 2 Business Days after the relevant Dealing Day in Singapore dollars and in USD as well.

Investors should note that the frequency of the publication of the prices is dependent on the publication policies of the publication publisher concerned. Except for publications of the Managers, the Managers do not accept any responsibility for any errors on the part of the publisher concerned in the prices published in any publication or any non-publication or late publication of prices by such publisher.

XIV. SUSPENSION OF DEALINGS

32. Subject to the provisions of the Code and the Deed, the Managers or the Trustee may at any time, with the prior written approval of the other (as the case may be), suspend the issuance, switching, cancellation and realisation of Units during:
- (i) any period when the Recognised Stock Exchange or the over-the-counter market on which any Authorised Investments forming a substantial part of Assets of the Fund for the time being are listed or dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended;
 - (ii) the existence of any state of affairs which, in the opinion of the Managers and the Trustee might seriously prejudice the interests of the Holders as a whole or of the Assets of the Fund;
 - (iii) any breakdown in the means of communication normally employed in determining the price of any of such Authorised Investments in the opinion of the Managers and the Trustee or the current price thereof on that Recognised Stock Exchange or that over-the-counter market or when for any reason the prices of any of such Authorised Investments cannot be promptly and accurately ascertained (including any period when the fair value of a material portion of the Authorised Investments cannot be determined);
 - (iv) any period when remittance of money which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments cannot, in the opinion of the Managers and the Trustee be reasonably carried out at normal rates of exchange;
 - (v) any 48 hour period (or such other longer period as the Managers and the Trustee may agree) prior to the date of any meeting of Holders (or any adjourned meeting thereof);
 - (vi) any period when the dealing of Units is suspended pursuant to any order or direction issued by the Authority;

- (vii) any period when the business operations of the Managers or the Trustee in relation to the operations of the Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God;
- (viii) exceptional circumstances, where the Managers have determined that such suspension is in the best interest of the Holders; or
- (ix) such other circumstances as may be required under the provisions of the Code.

33. Subject to the provisions of the Code, such suspension shall take effect forthwith upon the declaration in writing thereof to the Trustee by the Managers or vice versa (as the case may be) and shall terminate as soon as practicable when the condition giving rise to the suspension shall have ceased to exist and no other conditions under which suspension is authorised under the paragraph 32 above shall exist upon the declaration in writing thereof by the Managers or the Trustee (as the case may be) and in any event, within such period as may be prescribed by the Code. The period of suspension may be extended in accordance with the Code. Any payment for any Units realised before the commencement of any such suspension but for which payment has not been made before the commencement thereof may, if the Managers and the Trustee so agree, be deferred until immediately after the end of such suspension.

XV. PERFORMANCE OF THE FUND

34 Past performance, benchmark, expense ratio and turnover ratio of the Fund

Inception date: 2 August 2004	1 year (%)	3 years (%)	5 years (%)	10 years (%)	Since inception (%)	Expense ratio (%) ⁽³⁾	Turnover ratio (%) ⁽⁴⁾
(NAV-NAV) ⁽¹⁾	2.84	1.80	1.04	N.A.	8.55	1.50	255.48
(NAV-NAV [^]) ⁽²⁾	-2.30	0.08	0.01	N.A.	7.77		
Benchmark: MSCI AC Asia Pacific ex Japan Small Cap Index ⁽⁵⁾	1.22	5.81	5.89	N.A.	9.77		

Notes:

Source: Lipper, a Thomson Reuters Company

[^] Taking into account the subscription fee.

⁽¹⁾ Calculated in S\$ on a NAV-to-NAV basis as at 31 August 2011, with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.

⁽²⁾ Calculated in S\$ on a NAV-to-NAV basis as at 31 August 2011, taking into account the subscription fee, with all dividends and distributions reinvested (net of reinvestment charges). Figures for one year show the percentage change, while figures for more than one year show the average annual compounded return.

⁽³⁾ The expense ratio is calculated in accordance with the requirements in the Investment Management Association of Singapore's guidelines on the disclosure of expense ratios (the "IMAS Guidelines") and based on the latest audited accounts of the Fund for the financial year ended 30 June 2011. The following expenses (where applicable) as set out in the IMAS Guidelines (as may be updated from time to time), are excluded from the calculation of the expense ratio:

- (a) brokerage and other transaction costs associated with the purchase and sales of investments (such as registrar charges and remittance fees);
- (b) interest expense;
- (c) foreign exchange gains and losses of the Fund, whether realised or unrealised;

- (d) front-end loads, back-end loads and other costs arising from the purchase or sale of a foreign unit trust or mutual fund;
 - (e) tax deducted at source or arising from income received, including withholding tax; and
 - (f) dividends and other distributions paid to Holders.
- (4) The turnover ratio for the financial year ended 30 June 2011 is calculated based on the lesser of purchases or sales of the Fund's underlying investments expressed as a percentage of the daily average net asset value of the Fund.
- (5) On 1 December 2007, the benchmark of the Fund was changed from FTSE Global Smallcap Series Asia Pacific Ex Japan to MSCI AC Asia Pacific ex Japan Small Cap Index, as the Managers wished to standardise all benchmarks with a common data provider (MSCI). The MSCI AC Asia Pacific ex Japan Small Cap Index was not available when the Fund was launched. With effect from 1 February 2011, the benchmark of the Fund will be changed from MSCI AC Asia Pacific ex Japan Small Cap Index to MSCI AC Asia Pacific ex Japan Mid Cap Index, as the Managers are of the view that the new benchmark will better reflect the investment strategy and focus of the Fund as compared to the current benchmark.

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

XVI. SOFT DOLLAR COMMISSIONS/ARRANGEMENTS

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

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

The Managers may not accept or enter into soft-dollar commissions or arrangements in respect of the Fund unless such soft-dollar commissions or arrangements reasonably assist them in their management of the Fund, provided that the Managers shall ensure at all times that best execution is carried out for the transactions, and that no unnecessary trades are entered into in order to qualify for such soft-dollar commissions or arrangements.

The Managers do not, and are not entitled to, retain cash or commission rebates for their own account in respect of rebates earned when transacting in securities for account of the Fund. The Managers will only accept soft-dollar commissions or arrangements in accordance with applicable regulatory requirements and industry standards.

XVII. CONFLICTS OF INTEREST

36. The Managers are of the view that there are no conflicts of interest in managing their other funds and the Fund because of the following structures in place:
- Investment decisions for the Fund are made impartially. There are no preferred customers or funds and all accounts are treated equally.
 - All investment ideas are shared equally among the fund managers of the Managers.
 - The Managers subscribe to the Code of Ethics and the Standards of Professional Conduct as prescribed by the Chartered Financial Analyst Institute (the "**CFA Institute**") in USA. CFA Institute is the primary professional organisation for security analysts, investment managers and others who are involved in the investment decision-making process. All Certified Financial Analyst charter holders of CFA Institute and candidates who are in pursuit of the charter, including those from Singapore, are expected to

comply with CFA Institute standards. The Code of Ethics and the Standards of Professional Conduct are in place to ensure high ethical and professional standards of the investment professionals as well as fair treatment to the investing public.

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

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

XVIII. REPORTS

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

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

XIX. QUERIES AND COMPLAINTS

38. All enquiries and complaints about the Fund should be directed to the Managers at:

24 hour Hotline Number : 1800 22 22 228

Facsimile number : 6532 3868

E-mail : uobam@uobgroup.com

XX. OTHER MATERIAL INFORMATION

39. **Market Timing**

The Fund is designed and managed to support medium to long-term investments. In this regard, the Managers take a serious view of, and strongly discourage the practice of market timing (that is, investors conducting short-term buying or selling of Units to gain from inefficiencies in pricing) as such practices may cause an overall detriment to the long-term interest of other investors. In addition, short-term trading in Units increases the total transaction costs of the Fund, such as trading commission and other costs which are absorbed by all other investors. Moreover, the widespread practice of market timing may cause large movements of cash in the Fund which may disrupt the investment strategies to the detriment of long-term investors.

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

40. Information on investments

At the end of each calendar quarter, Holders will receive a statement showing the value of their investment. However, if there is any transaction within a particular month, Holders will receive an additional statement at the end of that month.

41. Distributions of income and capital

The Managers shall have the absolute discretion to determine whether a distribution is to be made. As and when the Managers shall decide, the Managers may by notice in writing direct the Trustee to distribute such part or all of the income and/or capital of the Fund subject to the Deed to Holders in respect of such period at such time and in accordance with such method of calculation as the Trustee and the Managers may agree having regard to the provisions of the Deed. The balance (if any) of the amount of income qualifying for distribution but which remains undistributed shall remain in the income account of the Fund and be available for subsequent distribution.

Currently, the Managers do not intend to make regular distributions in respect of Units of the Fund.

42. Custody of investments

42.1 The Trustee shall be responsible for the safe custody of the Assets of the Fund. Any Authorised Investments forming part of the Assets of the Fund shall, whether in bearer or registered form, be paid or transferred to or to the order of the Trustee forthwith on receipt by the Managers and be dealt with as the Trustee may think proper for the purpose of providing for the safe custody thereof. The Trustee may from time to time upon notification in writing to the Managers appoint such person or persons as it thinks fit (including itself or its associates) as agents, nominees, custodians (where the Trustee is not acting as custodian) or (if the Trustee is acting as custodian) sub-custodians in respect of any of the Assets of the Fund, and the fees and expenses of such agents, nominees, custodians and sub-custodians shall be paid out of the Assets of the Fund. Any Authorised Investment in registered form shall as soon as reasonably practicable after receipt of the necessary documents by the Trustee, be registered in the name of the Trustee and/or its nominee and shall remain so registered until disposed of pursuant to the Deed. Subject as aforesaid the Trustee shall retain the documents of title to all Authorised Investments held upon the trusts of the Deed in its possession in safe custody. The Trustee may at any time procure that:

- (a) the Trustee; or
- (b) any officer of the Trustee jointly with the Trustee; or
- (c) any nominee appointed by the Trustee; or
- (d) any such nominee and the Trustee; or
- (e) any custodian, joint custodian or sub-custodian appointed; or
- (f) any company operating a depository or recognised clearing system in respect of the Assets of the Fund; or
- (g) any broker, financial institution or other person with whom the same is deposited in order to satisfy any requirement to deposit margin or security,

takes delivery of and retains and/or is registered as proprietor of any Authorised Investments in registered form held upon the trusts of the Deed.

- 42.2 Notwithstanding anything contained in the Deed, but subject always to all applicable laws and regulations:
- (a) the Trustee shall not incur liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any depository or clearing system with which Authorised Investments may be deposited or any broker, financial institution or other person with whom Authorised Investments are deposited in order to satisfy any margin requirement (each, a “**Depository**”), except where (i) the Trustee is responsible for procuring the Depository and the Trustee has failed to exercise reasonable skill and care in the procurement of such Depository in respect of the Authorised Investments involved, or (ii) the Trustee is in wilful default;
 - (b) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any nominee, custodian, joint custodian or sub-custodian appointed by the Trustee except where (i) the Trustee has failed to exercise reasonable skill and care in the selection, appointment and monitoring of such appointee (having regard to the market in which the relevant appointee is located), or (ii) the Trustee is in wilful default; and
 - (c) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any sub-custodian not appointed by it.

43. Concerning the Managers and/or the Trustee

- 43.1 The Trustee (or the Managers or other agents with the approval of the Trustee) shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of 6 years from the date of registration thereof and all distribution mandates which have been cancelled or lapsed at any time after the expiration of 6 years from the date of cancellation or lapse thereof and all notifications of change of address after the expiration 6 years from the date of the recording thereof and all forms of proxy in respect of any meeting of Holders 6 years from the date of the meeting at which the same are used and all registers, statements and other records and documents relating to the Fund at any time after the expiration of 6 years from the termination of the Fund. Neither the Trustee nor the Managers nor their agents shall be under any liability whatsoever in consequence thereof and unless the contrary be proved, every instrument of transfer so destroyed shall be deemed to have been a valid and effective instrument duly and properly registered and every other document hereinbefore mentioned so destroyed shall be deemed to have been a valid and effective document in accordance with the recorded particulars thereof.

Provided Always That:

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
 - (b) nothing in this paragraph shall be construed as imposing upon the Trustee or the Managers or other agents any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of sub-paragraph (a) are not fulfilled; and
 - (c) references herein to the destruction of any document include references to the disposal thereof in any manner.
- 43.2 Save as otherwise expressly provided in the Deed, the Trustee shall as regards all the trusts, powers, authorities and discretions vested in it have absolute and uncontrolled discretion as to the exercise thereof whether in relation to the manner or as to the mode of and time for the exercise thereof and in the absence of fraud or negligence the Trustee shall not be in any way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.
- 43.3 Any provision in the Deed providing for any act or matter to be done by the Trustee may (if the Trustee is a corporation) be performed on behalf of the Trustee by any officer of the Trustee and any act or matter so performed shall be deemed for all the purposes of the Deed to be the act of the Trustee.
- 43.4 The Trustee may beneficially own all or any part of the issued share capital of any company in or outside Singapore if the Trustee considers it necessary or desirable for fiscal or other reasons to incorporate such companies or acquire issued share capital of such companies for the purpose of holding all or any part of the Assets of the Fund.

43.5 The Trustee may in relation to the acquisition, holding or disposal of any investment with the concurrence of the Managers utilise its own services or the services of any associate of the Trustee (if such associate is a banker) without there being any liability to account therefor and any charges or expenses incurred shall be payable out of the Assets of the Fund.

44. Indemnities and protections accorded to the Managers and/or the Trustee

44.1 The Trustee and the Managers respectively shall incur no liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or other paper or document believed to be genuine and to have been passed, sealed or signed by the proper parties.

44.2 The Trustee and the Managers shall incur no liability to the Holders for doing or (as the case may be) failing to do any act or thing which by reason of any provision of the Deed or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) either they or any of them shall be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of the Deed, neither the Trustee nor the Managers shall be under any liability therefor or thereby.

44.3 Neither the Trustee nor the Managers shall be responsible for any authenticity of any signature or of any seal affixed to any endorsement on any certificate or to any transfer or form of application, endorsement or other document (sent by mail, facsimile, electronic means or otherwise) affecting the title to or transmission of Units or be in any way liable for any forged or unauthorised signature on or any seal affixed to such endorsement, transfer or other document or for acting on or giving effect to any such forged or unauthorised signature or seal. The Trustee and the Managers respectively shall nevertheless be entitled but not bound to require that the signature of any Holder or joint Holder to any document required to be signed by him under or in connection with the Deed shall be verified by a banker or broker or other responsible person or otherwise authenticated to its or their reasonable satisfaction.

44.4 Any indemnity expressly given to the Trustee and/or the Managers in the Deed is in addition to and without prejudice to any indemnity allowed by law, Provided Nevertheless That nothing in any of the provisions of the Deed shall in any case in which the Trustee and/or the Managers, as the case may be, have failed to show the degree of diligence and care required by them by the provisions of the Deed exempt them from or indemnify them against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or trust of which they may be guilty in relation to their duties.

44.5 Nothing contained in the Deed shall be construed so as to prevent the Managers and the Trustee in conjunction or the Managers or the Trustee separately from acting as managers or trustee for trusts separate and distinct from the Fund.

44.6 The Trustee and the Managers may accept as sufficient evidence of the value of any investments thereof a certificate by a member of any Recognised Stock Exchange.

44.7 At all times and for all purposes of the Deed, the Trustee and the Managers may rely upon the established practice and rulings of any Recognised Stock Exchange and any committees and officials thereof on which any dealing in any Authorised Investment is from time to time effected in determining what shall constitute good delivery and any similar matters and such practice and rulings shall be conclusive and binding upon all persons under the Deed.

44.8 The Trustee shall not be under any liability on account of anything done or suffered by the Trustee in good faith in accordance with or in pursuance of any request or advice of the Managers or the delegates or distributors appointed by the Managers. Whenever pursuant to any provision of the Deed any certificate, notice, instruction or other communication is to be given by the Managers (or the delegates or distributors appointed by the Managers) to the Trustee, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Managers (or as the case may be, by the relevant delegate or distributor) by any one person whose signature the Trustee is for the time being authorised in writing by the Managers (or as the case may be, by the relevant delegate or distributor) to accept and may act on verbal, written or facsimile instructions or other instructions in electronic form given by authorised officers of the Managers (or as the case may be, by the relevant delegate or distributor) specified in writing by the Managers (or as the case may be, by the relevant delegate or distributor) to the Trustee.

- 44.9 Without prejudice to the powers, authorities and discretions of the Trustee under the Trustees Act, Chapter 337 of Singapore, the Trustee may in particular act upon any advice of or information obtained from the Managers or any bankers, accountants, brokers, lawyers, agents or other persons acting as agents or advisers either of the Trustee or of the Managers and the Trustee shall not be liable for anything done or omitted or suffered in good faith in reliance upon such advice or information. The Trustee shall not be responsible for any misconduct, mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such bankers, accountant, broker, lawyer, agent or other person as aforesaid or of the Managers except in regard to any matter in which the Managers are acting on behalf of the Trustee with their express authority. Any such advice or information may be obtained or sent by letter, telegram, telex, facsimile and/or electronic form and the Trustee shall not be liable for acting on any advice or information purported to be conveyed by any such letter, telegram, telex, facsimile and/or electronic form although the same shall be found to contain some error or not to be authentic.
- 44.10 Save as provided in the Deed, nothing in the Deed shall prevent the Trustee or any associate of the Trustee from contracting or entering into any financial, banking or other transaction with each other, the Managers, the Fund or any Holder or any company or body any of whose shares or securities form part of the Assets of the Fund or from being interested in any such contract or transaction Provided That any such contract or transaction with the Fund shall be conducted at arm's length and the Trustee shall not be in any way liable to account either to the Fund or to the Managers or to the Holders or any of them for any profit or benefit made or derived by the Trustee or any such associate thereby or in connection therewith provided the Trustee at all times ensures that all Holders are treated equitably and fairly.
- 44.11 The Trustee shall not be under any obligation to institute, acknowledge service of, appear in, prosecute or defend any action, suit, proceedings or claim in respect of the provisions of the Deed or in respect of the Assets of the Fund or any part thereof or any corporate or shareholders' action which in its opinion would or might involve it in expense or liability, unless the Managers shall so request in writing, and shall so often as required by the Trustee furnish it with an indemnity satisfactory to it against any such expense or liability.
- 44.12 Subject as provided in the Deed, the Trustee shall be entitled for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as Trustee to have recourse to the Assets of the Fund or any part thereof.
- 44.13 Before making any distribution or other payment in respect of any Unit or in respect of management fee the Trustee may make such deductions as by the law of any country in which such payment or distribution is made the Trustee is required or entitled to make in respect of any income or other taxes, charges or assessments whatsoever and the Trustee may also deduct the amount of any stamp duties or other governmental taxes or charges payable by it for which it might be made liable in respect of such distribution or payment or any documents signed by it in connection therewith. The Trustee shall not be liable to account to any Holder or otherwise for any payment made or suffered by the Trustee in good faith to any duly empowered fiscal authority of Singapore or any country for taxes or other charges in any way arising out of or relating to any transaction of whatsoever nature under the Deed notwithstanding that any such payments ought not to be or need not have been made or suffered.
- 44.14 The Trustee shall not be responsible for verifying or checking any valuation of the Assets of the Fund or any calculation of the prices at which Units are to be issued or realised, except as provided in the Deed but shall be entitled (but not bound) at any time to require the Managers to justify the same.
- 44.15 In no event shall a Holder have or acquire any rights against the Trustee or Managers or either of them save such as are expressly conferred on the Holder hereby nor shall the Trustee be bound to make any payment to any Holder except out of the funds held by or paid to it for that purpose under the provisions of the Deed.
- 44.16 In the absence of gross negligence or wilful default the Managers shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done by them in good faith hereunder and the Managers shall not be under any liability except such liability as may be expressly assumed by them under the Deed nor shall the Managers be liable for any act or omission of the Trustee.
- 44.17 Save as provided in the Deed, nothing in the Deed shall prevent the Managers or their associate from contracting or entering into any financial, banking or other transactions with the Trustee (when acting other than in its capacity as trustee of the Fund), the Fund or any Holder or any company or body any of whose shares or other securities form part of the Assets of the Fund or from being interested in any such contract or transaction Provided That any such contract or transaction with the Fund shall be conducted at arm's length and the Managers or any such associate shall not be in anyway liable to account either to the Fund or to the Trustee or to the Holders or any of them for any profit or benefit made or derived by the Managers or any such associate thereby or in connection therewith.

45. Valuation

Except where otherwise expressly stated in the Deed and subject to the provisions of the Code, the value of the assets comprised in the Fund with reference to any Authorised Investment which is:-

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

PROVIDED THAT, if the quotations referred to in (i), (ii), or (iv) above are not available, or if the value of the Authorised Investment determined in the manner described in (i), (ii), (iii), (iv) or (v) above, in the opinion of the Managers, do not represent a fair value of such Authorised Investment, then the value shall be such value as the Managers may, with due care and in good faith, consider in the circumstances to be fair and is approved by the Trustee and the Managers shall notify the Holders of such change if required by the Trustee. For the purposes of this proviso, the “**fair value**” shall be determined by the Managers in consultation with a stockbroker or an approved valuer and with the approval of the Trustee in accordance with the Code. Where the fair value of a material portion of the Assets of the Fund cannot be determined, the Managers shall, subject to the provisions of the Code, suspend valuation and dealing in the Units.

46. Termination of the Fund

46.1 Subject to section 295 of the SFA, the Fund may be terminated by the Trustee by notice in writing as hereinafter provided in any of the following events namely:-

- (i) if the Managers go into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver or a judicial manager shall be appointed of the undertaking of the Managers or any part thereof or if they shall cease business; or

- (ii) if on the expiration of 3 months after notifying the Managers that in the Trustee's opinion a change of Managers is desirable in the interests of the Holders the Trustee has not found another corporation ready to accept the office of Managers and of which the Trustee and any relevant statutory authority shall approve Provided Always That if the Managers shall be dissatisfied with the circumstances in which the Trustee's power of termination under this paragraph on any occasion is exercised the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act, Chapter 10 and such decision shall bind the Trustee and the Managers and all Holders; or
- (iii) if it becomes illegal in the Republic of Singapore to continue the Fund or if in the opinion of the Trustee it becomes impracticable or inadvisable to continue the Fund; or
- (iv) if the Trustee is desirous of retiring and a new trustee has not been appointed in accordance with Clause 29 of the Deed within 6 months after the Managers have been notified of such desire; or
- (v) if the Authority so directs pursuant to the SFA.

The decision of the Trustee in any of the events in this paragraph except in sub-paragraph 46.1(iii) shall be final and binding upon all the parties concerned but the Trustee shall be under no liability on account of any failure to terminate the Fund pursuant to this paragraph or otherwise. The Managers shall accept the decision of the Trustee and relieve the Trustee of any liability to it therefor and hold it harmless from any claims whatsoever on its part for damages or for other relief.

- 46.2 The Fund may be terminated by the Managers by notice in writing as hereafter provided (i) if it becomes illegal in the Republic of Singapore to continue the Fund or (ii) if in the opinion of the Managers and the Trustee it becomes impracticable or inadvisable to continue the Fund or (iii) if the Authority so directs pursuant to the SFA.
- 46.3 If the Value of the Assets of the Fund shall be less than S\$10,000,000 the Managers may by notice in writing as hereafter provided terminate the Fund.
- 46.4 The party terminating the Fund shall give notice thereof to the Holders in manner herein provided and by such notice fix the date at which such termination is to take effect which date shall not be less than 3 months after the service of such notice. The Managers shall give not less than 7 days (or such other notice period as may be permitted by the Authority) prior notice of such termination to the Authority.
- 46.5 The Fund may at any time after the date of the Principal Deed be terminated by Extraordinary Resolution of a meeting of the Holders duly convened and held in accordance with the provisions contained in the Schedule to the Deed on meetings of Holders and such termination shall take effect from the date on which the said resolution is passed or such later date (if any) as the said resolution may provide.
- 46.6 The Trustee may (with the consent of the Managers, such consent not to be unreasonably withheld) move the Fund to the jurisdiction of a country other than Singapore, if it appears to the Trustee to be beneficial to the Fund and in the interests of the Holders to do so.

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