

UNITED ASIA ACTIVE ALLOCATION FUND

P r o s p e c t u s

UNITED ASIA ACTIVE ALLOCATION FUND

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

TRUSTEE

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

Registered Address:

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

Drew & Napier LLC
10 Collyer Quay #10-01
Ocean Financial Centre
Singapore 049315

IMPORTANT INFORMATION

The managers of the United Asia Active Allocation 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 herein misleading. Unless otherwise stated all terms not defined in this Prospectus have the same meanings as used in the deed of trust dated 15 August 2007 (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 the 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 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 in 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.

Potential investors should seek professional advice to ascertain (a) the possible tax consequences, (b) the legal requirements; and (c) any foreign exchange restrictions or exchange control requirements which they may encounter under the laws of the countries of their citizenship, residence, domicile and which may be relevant to the subscription, holding or disposal of Units and should inform themselves of and observe such laws and regulations in any relevant jurisdiction that may be applicable to them. No representation is made as to the tax status of the Fund.

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.

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UNITED ASIA ACTIVE ALLOCATION FUND

PROSPECTUS

The Fund offered in this Prospectus is constituted in Singapore and 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 constituting the Fund.

Please note that the Code on Collective Investment Schemes issued by the Authority (as may be amended from time to time, the “Code”) will be amended with effect from 1 October 2011 and the Fund will, by the operation of law, be subject to the revised Code.

I. BASIC INFORMATION

1. United Asia Active Allocation Fund

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

2. Date of registration and expiry date of Prospectus

The date of registration of this Prospectus with the Authority is 22 July 2011. This Prospectus shall be valid for 12 months after the date of registration (i.e., up to and including 21 July 2012) and shall expire on 22 July 2012.

3. Deed of Trust

- 3.1 The deed of trust relating to the interests being offered for subscription or purchase is dated 15 August 2007 (the “**Principal Deed**”) and the parties to the Principal Deed are UOB Asset Management Ltd (the “**Managers**”) and RBC Dexia Trust Services Singapore Limited.

The Principal Deed as amended by the 1st Amending and Restating Deed dated 14 August 2008, the 2nd Amending and Restating Deed dated 29 May 2009, the 3rd Amending and Restating Deed dated 7 August 2009, the 4th Amending and Restating Deed dated 30 July 2010, the Supplemental Deed of Appointment and Retirement of Trustee dated 26 January 2011 and the 5th Amending and Restating Deed dated 22 July 2011 shall hereinafter be referred to as the “**Deed**”.

- 3.2 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 person had been a party to the Deed and as if the Deed contained covenants on such Holder to observe and be bound by all the provisions of the Deed and an authorisation by each Holder to do all such acts and things as the Deed may require the Managers and/or the Trustee to do.

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

4. Semi-annual and annual reports, semi-annual accounts and audited financial statements

A copy of the latest semi-annual and annual report, semi-annual and annual accounts and the auditors’ report on the annual accounts of the Fund may be obtained from the Managers 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 May 2011, manages about S\$16.50 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 May 2011, UOBAM manages 52 unit trusts in Singapore, with total assets of about S\$3.37 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 May 2011, UOBAM has a staff strength of over 210 including about 52 investment professionals in Singapore.

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

III. THE TRUSTEE

7. The trustee of the Fund (the “**Trustee**”) is HSBC Institutional Trust Services (Singapore) Limited whose registered address is at 21 Collyer Quay, #14-01, HSBC Building, Singapore 049320. HSBC Institutional Trust Services (Singapore) Limited was appointed as the trustee of the Fund with effect from 1 March 2011 following the retirement of the previous trustee, RBC Dexia Trust Services Singapore Limited.

IV. OTHER PARTIES

8. The custodian of the Fund is State Street Bank and Trust Company whose registered office is at 225 Franklin Street Boston MA 02110, U.S.A.. Other custodians may be appointed from time to time in respect of the Fund or any of its assets. All custodians shall collectively be referred to as the “**Custodian**”.
9. 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) as its agent to keep and maintain the Register.
10. The Register is conclusive evidence of the number of Units held by each Holder and the entries in the Register shall prevail in the event of any discrepancy between the entries in the Register and the details appearing on any statement of holding, unless the Holder proves to the satisfaction of the Managers and the Trustee that the Register is incorrect.
11. The auditors of the accounts of the Fund are PricewaterhouseCoopers LLP (the “**Auditors**”) whose registered address is at 8 Cross Street, #17-00, PWC Building, Singapore 048424.

V. STRUCTURE OF THE FUND

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

VI. INVESTMENT OBJECTIVES, FOCUS AND APPROACH

13. Investment objective and policy of the Fund

The investment objective of the Fund is to provide investors with medium to long term capital growth and regular distributions through investments in Asian large capitalisation companies' equities, Asian small capitalisation companies' equities, Asian fixed income and money market instruments.

The Managers intend to achieve the investment objective of the Fund by investing all or substantially all of the assets of the Fund into collective investment schemes. The assets of the Fund will primarily be invested into 3 Singapore-authorized open-ended collective investment schemes which are also managed by the Managers, namely, the United Asia Fund, the United Asian Growth Opportunities Fund and the United Asian Bond Fund (a sub-fund under the Singapore umbrella fund known as the United Choice Portfolios) (collectively, the “**Underlying Funds**” and each an “**Underlying Fund**”)*.

Before 19 July 2010, units in the United Asia Fund (“**UAF**”) and United Asian Bond Fund (“**UABF**”) were not offered in different classes. With effect from 19 July 2010, the following classes of units will be established within the UAF and UABF and offered for subscription by the Managers:

- (i) Class SGD (denominated in Singapore Dollars); and
- (ii) Class JPY (denominated in Japanese Yen).

Any unit in the UAF and UABF which is in issue immediately prior to 19 July 2010 shall, with effect from 19 July 2010, be re-designated as a Class SGD Unit in the UAF and UABF respectively. Class JPY Units in UAF and UABF will be offered only to collective investment schemes established in Japan.

The Managers reserve the right, with a view to achieving the same investment objective, to invest the assets of the Fund into other collective investment schemes in such proportions as the Managers deem fit subject to the requirements of the Code.

* The Underlying Funds are available for subscription in Singapore and investors have the option of investing into the Underlying Funds directly. Investors should seek their own independent advice and carefully consider which fund will be more suitable for them having regard to their specific investment objectives, financial situation and particular needs.

14. Investment objectives, focus and approaches of the Underlying Funds

(a) United Asia Fund (“UAF”)

(i) Investment objective and focus of UAF

The investment objective of the UAF is to achieve long term capital growth mainly through investing in the securities of corporations in, or corporations listed or traded on stock exchanges in, or corporations which derive a significant proportion of their revenue or profits from or have a significant proportion of their assets in, Asia (excluding Japan).

(ii) Investment approach of UAF

UAF invests primarily in equity securities.

The core products of the managers of UAF (who are also the Managers) are supported by a bottom-up investment process involving rigorous company research. In addition the Managers also employ a top-down process to review asset allocation at both the regional/country and sector levels. 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 (price/earnings ("P/E"), price/book value ("P/BV"), price/cash flow ("P/CF") and dividend yield), and a wide range of profitability measures (operating margin, return on equity ("ROE"), return on invested capital ("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 reasonable number of equity securities from a larger universe.

Investment analysts identify investment opportunities after considering a range of potential alternatives, assessing on the basis of performance benchmark analysis as well as valuation considerations.

The Managers' niche products are supported by the same broad bottom up approach. Rather than being supported by a large investment team and the firm's core model portfolios these products are supported by smaller teams dedicated to managing the specific mandate type.

Top-down Approach

The top-down assessment of the markets and asset allocation involves a detailed quarterly review of market conditions, risks, and valuations to arrive at return expectations across asset classes, regions and sectors in order to establish internal targeted allocations for the various portfolios.

(b) United Asian Growth Opportunities Fund ("UAGOF")

(i) Investment objective and focus of UAGOF

The investment objective of UAGOF 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 current investment strategy of the managers of UAGOF (who are also the Managers) is to invest a large part of the assets of UAGOF 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 UAGOF will only observe the Cap at the time of investment in a company. If UAGOF invests in a company and the market capitalisation of that company is subsequently higher than the current Cap, UAGOF 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 UAGOF is measured (which as at the date of this Prospectus is the MSCI AC Asia Pacific ex Japan Mid Cap Index).

(ii) Investment approach of UAGOF

The countries and securities invested by UAGOF 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 UAGOF, 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 UAGOF. UAGOF will invest primarily in equity securities.

(c) United Asian Bond Fund ("UABF")

(i) Investment objective of UABF

UABF seeks to provide stable current income and capital appreciation by investing in debt securities issued by Asian corporations, financial institutions, governments and their agencies (including money market instruments). The Asian countries which UABF will invest in include but are not limited to Singapore, Malaysia, Thailand, Indonesia, Philippines, Hong Kong SAR, South Korea, Taiwan, China, Australia, New Zealand and Japan.

(ii) Investment focus and approach of UABF

UABF is actively managed with a focus on yield at an acceptable risk premium. There is no bias towards sovereign or corporate bonds. The emphasis is on the credit spread as the main source of incremental return. Credit analysis and credit diversification by the managers of UABF (who are also the Managers) are important as a source of added value and to reduce unsystematic risks inherent in such investments respectively.

The Managers' investment style is based on the probability of credit upgrades and the extent to which the pricing has been reflected in the credit in question. UABF's portfolio of investments will be reviewed regularly so as to enable UABF to switch out of overvalued securities to undervalued securities. A long term view is taken when assessing an investment opportunity. At the same time,

3. Consumer Sentiment
4. Industrial Production
5. Durable Goods and Investment Spending
6. Trade Balance and Current Account
7. Consumer Price Index and Production Price Index
8. Interest Rates and Yield Curve
9. Central Bank Policy Outlook

16. Distribution policy

The Managers aim to make regular annual distributions of 5% of the net asset value per Unit as at the last Business Day of December every year, payable over 4 separate distributions as at the last Business Day of every calendar quarter or such other date as the Managers may from time to time determine (“**Distribution Date**”). The first distribution was made on the last Business Day of December 2007 and thereafter, the last Business Day of every calendar quarter, or on such date as the Managers may from time to time determine. The Managers intend, until such time as they may determine otherwise, to make the distributions in Units.

The distributions shall be based on the number of Units held by each Holder as at the Distribution Date as evidenced by the Register. Distributions will be made to Holders within 30 Business Days from the relevant Distribution Date. For clarity, where a Distribution Date falls on a Dealing Day, investors who subscribe for Units or Holders who realise their Units on that Distribution Date or who submit a subscription form or realisation request on that Distribution Date (whether before or after the Dealing Deadline) or whose subscription form or realisation request is in the course of being processed on that Distribution Day will not be treated as a registered Holder in respect of those Units and therefore, will not receive the relevant distribution in relation to those Units.

Investors should note that the making of distributions is at the absolute discretion of the Managers and that distributions are not guaranteed. If distributions are made, such distributions are not in any way a forecast, indication or projection of the future or likely performance of the Fund. The making of any distribution shall not be taken to imply that further distributions will be made. The Managers reserve the right to vary the frequency and/or amount of distributions and the discretion to determine whether distributions will be paid out or reinvested. Distributions from the Fund may be made out of the income and/or out of the capital of the Fund. Where distributions are to be made out of the capital of the Fund, Holders will be notified accordingly of the proportion of the distributions which is made out of the capital of the Fund.

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

17. Authorised Investments

The authorised investments of the Fund (“**Authorised Investments**”) are any of the following Investments³:-

- (i) any Quoted Investment⁴ which is selected by the Managers for the purpose of investment of the Deposited Property;

³ “**Investment**” means any share, stock, warrant, option or other stock purchase right, interest-bearing instrument, bond, discount bond, note, discount note, exchange fund note, debenture, debenture stock, banker’s acceptance, debt security, loan, loan convertible into security, loan stock, warrant, options, certificates of deposit, currency deposits, commercial paper, promissory note, unit or sub-unit in any collective investment scheme, participation in a mutual fund, other interests in collective investment schemes, share or unit or sub-unit or participation or other interest in any hedge fund, treasury bill, fixed or floating rate debt instrument, futures, forward, swap, floor, collar, index and forward currency exchange contract, credit derivative, credit linked and structured notes or any other securities (all of the foregoing denominated in any currency) or any other money market instrument or any other derivative or short position which may be selected by the Managers for the purpose of investment of the Deposited Property or which may for the time being form part thereof.

⁴ “**Quoted Investment**” means any Investment which is listed, quoted or dealt with on any Recognised Stock Exchange or OTC Market, while “**Recognised Stock Exchange**” means any stock exchange, futures exchange and organised securities exchange on which securities are regularly invested in any country in any part of the world, and in relation to any particular Authorised Investment shall be deemed to include any responsible firm, corporation or association in any part of the world, dealing in the Authorised Investment which the Managers may from time to time elect (subject to any applicable restrictions under the Code) and “**OTC Market**” means any over-the-counter market or over-the-telephone market in any country in any part of the world, and in relation to any particular Authorised Investment shall be deemed to include any responsible firm, corporation or association in any country in any part of the world dealing in the Authorised Investment which the Managers may from time to time elect (subject to any applicable restrictions under the Code).

- (ii) any Investment in respect of which an application for listing or permission to deal has been made to a Recognised Stock Exchange and the subscription for or purchase of which is either conditional upon such listing or permission to deal being granted within a specified period not exceeding 12 weeks (or such other period as may be agreed between the Managers and the Trustee) or in respect of which the Managers are satisfied that the subscriptions or other transactions will be cancelled if the application is refused;
- (iii) any Unquoted Investment⁵ which is selected by the Managers for the purpose of investment of the Deposited Property;
- (iv) any Investment which is a unit in any unit trust scheme or a share or participation in an open-ended mutual fund or other collective investment scheme;
- (v) the currency of any country or any contract for the spot purchase or sale of any such currency or any forward contract of such currency;
- (vi) any Investment denominated in any currency;
- (vii) any Investment which is a future, option, forward, swap, collar, floor or other derivative; and
- (viii) any Investment which is not covered by paragraphs (i) to (vii) of this definition selected by the Managers and approved by the Trustee (such approval to be confirmed in writing).

Investors should note that the Fund intends to use or invest in financial derivatives. Further information is set out in paragraph 20.4 of this Prospectus.

17A. Investment restrictions

The Fund is subject to the investment guidelines and borrowing limits under the Code. The latest version of the Code may be found at the Authority's website: www.mas.gov.sg. ***Please note that the Code will be amended with effect from 1 October 2011 and the Fund will, by the operation of law, be subject to the revised Code.*** Investors should note that the Authority may, from time to time, update or amend the Code.

VII. FEES AND EXPENSES

18. All fees and expenses payable by the Fund and payable by a Holder are outlined in the following tables:

Payable by an investor	
Subscription Fee	Currently 5%; Maximum 5%
Realisation Charge	Currently Nil; Maximum 2%
Switching fee ¹	Currently 1%; Maximum 1%
Payable by the Fund to the Managers or the Trustee and other parties	
Annual management fee	Currently 1.5%; Maximum 2%
Annual Trustee remuneration	Currently not more than 0.05%; Subject always to a minimum of S\$5,000; Maximum 0.1%
Annual registrar's fees (payable to the Managers)	Currently higher of S\$15,000 or 0.125%; Maximum S\$25,000
Annual valuation fee (payable to the Managers)	Currently 0.125%
Audit fee ² (payable to the Auditors), custodian fee ³ (payable to the Custodian) and other fees and charges ⁴	Subject to agreement with the relevant parties

⁵ "Unquoted Investment" means any Investment which is not listed, quoted or dealt with on any Recognised Stock Exchange or OTC Market.

Payable by the Fund to its Underlying Funds			
	UAF – Class SGD Units	UAGOF	UABF – Class SGD Units
Subscription fee	<p><u>For subscription using cash or SRS monies</u></p> <p>Currently 5%; Maximum 5%</p> <p><u>For subscription using CPF monies:</u></p> <p>Currently 3%; Maximum 3%</p>	Currently 5%; Maximum 5%	Currently 3%; Maximum 5%
The subscription fees for UAF, UAGOF and UABF are currently waived in respect of investments made by the Fund			
Realisation charge	Nil	Nil	Currently Nil; Maximum 2%
Switching fee ⁵	Currently 1%	Currently 1%	Currently Nil; Maximum 2%
Annual management fee	<p>Currently 1.25%; Maximum 1.25%</p> <p>Currently rebated to the Fund</p>	<p>Currently 1.25%; Maximum 1.25%</p> <p>Currently rebated to the Fund</p>	<p>Currently 1.0%; Maximum 1.75%</p> <p>Currently rebated to the Fund</p>
Annual trustee remuneration	Currently 0.045%; Maximum 0.125%	<p>Currently not more than 0.05%; Maximum 0.25%</p> <p>(subject to a minimum of S\$5,000 per annum)</p>	Currently below 0.05%; Maximum 0.1% (subject to a maximum of S\$45,000 per annum)
Annual registrar's fees (payable to the Managers)	S\$15,000	Currently Nil	Based on a tiered structure ⁶
Annual valuation fee (payable to the Managers)	Currently 0.125%; Maximum 0.2%	Currently Nil	Currently Nil
Audit fee (payable to the relevant auditors), custodian fee (payable to the relevant custodian) and other fees and charges ⁷	Based on audited accounts and the average net asset value of the UAF for the financial year ended 31 December 2010, each of the audit fee and custodian fee did not amount to or exceed 0.1%, and other fees and charges amounted to 0.14%, in that financial year.	Based on audited accounts and the average net asset value of the UAGOF for the financial year ended 30 June 2010, each of the audit fee and other fees and charges did not amount to or exceed 0.1%, and the custodian fee amounted to 0.11%, in that financial year.	Based on audited accounts and the average net asset value of the UABF for the financial year ended 30 June 2010, each of the audit fee and custodian fee did not amount to or exceed 0.1%, and other fees and charges amounted to 0.14%, in that financial year.

*Apart from the Underlying Funds, the Fund may also invest in other collective investment schemes from time to time. The Managers expect that the fees and charges incurred by the Fund in respect of any investment into such other collective investment schemes will be similar to those indicated in respect of the Fund's current investment into the Underlying Funds. Potential investors should note however that the actual fees incurred may be higher or lower than those indicated. **As with the Underlying Funds, where the other collective investment schemes invested into are funds managed by the Managers, the subscription fee and the realisation charge will be waived and the management fee will be rebated back to the Fund.***

Notes:

- ¹ In the case of a switch of Units in the Fund 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 to a discount of the Subscription Fee of the New Fund.
 - ² The audit fee payable is subject to agreement with Auditors of the Fund for each relevant financial year. Based on the audited accounts and the average net asset value of the Fund for the financial year ended 31 December 2010, the audit fee did not amount to or exceed 0.1% in that financial year.
 - ³ 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 of the average net asset value of the Fund for the financial year ended 31 December 2010, the custodian fee did not amount to or exceed 0.1% in that financial year.
 - ⁴ Other fees and charges include printing costs, professional fees, fund administration fees, goods and services tax (“**GST**”) and other out-of-pocket expenses. Based on audited accounts and the average net asset value of the Fund for the financial year ended 31 December 2010, the aggregate of such fees and charges did not amount to or exceed 0.1% in that financial year.
 - ⁵ If the Managers switch investments within the Underlying Funds, the Fund will not be charged a switching fee.
 - ⁶ Based on the following tiers (calculated on the net asset value of the UABF):
 - (i) Less than S\$5,000,000 = no charge
 - (ii) From S\$5,000,000 to below S\$10,000,000 = S\$6,000
 - (iii) From S\$10,000,000 to below S\$25,000,000 = S\$10,000
 - (iv) From S\$25,000,000 to below S\$50,000,000 = S\$15,000
 - (v) From S\$50,000,000 to below S\$100,000,000 = S\$30,000
 - (vi) S\$100,000,000 and above = S\$60,000
 - ⁷ Other fees and charges of the Underlying Funds include printing costs, professional fees, fund administration fees, goods and services tax (“**GST**”) and other out-of-pocket expenses.
- 18A. 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 Deposited Property of the Fund.
- 18B. The Subscription Fee and Realisation Charge will be retained by the Managers for their own benefit, and will not form part of the Deposited Property. All or part of the Subscription Fee may also be paid to or retained by authorised agents or distributors. Any other commission, remuneration or sum payable to such authorised agents or distributors in respect of the marketing of Units will be paid by the Managers. Investors should also note that the authorised agents and distributors 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 agents or distributors on such fees and charges, if any.

VIII. RISKS

19. General risks

- 19.1 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, emerging market risks and derivatives risks.
- 19.2 Investment in the Fund is meant to produce returns over the long term and investors should not expect to obtain short-term gains from such investment.

- 19.3 Investors should be aware that the price of Units and the income accruing from the Units may fall or rise. Investors may not get back their original investment (in whole or in part).
- 19.4 There is no guarantee that the investment objective of the Fund will be achieved. Investments in the Fund are not deposits or other obligations of, or guaranteed or insured by any party and are subject to investment risks, including the possible loss of the principal amount invested.

20. **Specific risks**

20.1 Market risk

Investors in the Fund 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 in the Fund to rise or fall.

20.2 Foreign Exchange / currency risk

The Units of the Fund are denominated in Singapore dollars. As the Fund invests in assets denominated in other currencies, 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 and Holders will be exposed to exchange rate risks in such circumstances. 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.

20.3 Political risk

The Fund's investments 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.

20.4 Financial derivative instruments (“**FDIs**” or “**derivatives**”)

As the Fund may invest in derivatives for efficient portfolio management, hedging or a combination of such purposes, it will be subject to risks associated with such investments. These derivatives include foreign exchange forward contracts and equity index future contracts. Investments in derivatives 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 investments may be liquidated at a loss. Therefore, it is essential that such investments in derivatives are monitored closely. The Managers have the necessary controls for investments in derivatives 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 FDIs for the purposes of hedging existing positions in a portfolio, efficient portfolio management, or a combination of both objectives.
- (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 value of the Deposited Property. 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 objectives 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. The Managers will restrict their dealings with counterparties to those that (i) 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; (ii) (in the case of over-the-counter FDIs) are subject to prudential supervision by a financial authority in its home jurisdiction; and (iii) otherwise in accordance with the requirements under the Code. 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 derivatives 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 net asset value of the Fund, as stated in paragraph (b) above.
 - (vi) *Valuation.* The Fund may have exposure to over-the-counter derivatives 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 have been implemented, and that they have the necessary expertise to control and manage the risks relating to the use of FDIs. The Managers may modify the risk management and compliance procedures and controls as they deem fit and in the interests of the Fund, but subject always to the requirements under the Code.
 - (e) The Fund may net its over-the-counter financial derivative positions with a counterparty through a bilateral agreement with the counterparty, provided that such netting arrangements satisfy the relevant conditions described in the Code, including (where applicable) obtaining the required legal opinions.

20.5 Emerging market 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.

20.6 Smaller capitalisation companies risk

Investments in companies with smaller capitalisation generally carry greater risk than is customarily associated

with companies with larger capitalisation, 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.

20.7 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.

20.8 Default/credit risk

Investments in debt securities are subject to adverse changes in the financial conditions of the issuer, or in general economic conditions, or both, or an unanticipated rise in interest rates, which may impair the ability of the issuer to make payments of interest and principal especially if the issuer is highly leveraged. Such issuer's ability to meet its debt obligations may also be adversely affected by specific corporate developments, or the issuer's inability to meet specific projected business forecasts, or the unavailability of additional financing. Also, an economic downturn or an increase in interest rates may increase the potential for default by the issuers of these securities.

20.9 Interest rate risk

Investments in debt securities are also subject to the risk of interest rate fluctuations, and the prices of debt securities may go up or down in response to such fluctuations in interest rates.

20.10 Counterparty risk

The Fund will be exposed to credit risk on the counterparties with which it trades particularly in relation to options, futures, contracts and other FDIs that are not traded on a recognised market. Such instruments are not afforded the same protections as may apply to participants trading futures or options on organised exchanges, such as the performance guarantee of an exchange clearing house. The Fund will be subject to the possibility of the insolvency, bankruptcy or default of a counterparty with which the Fund trades, which could result in substantial losses to the Fund.

20.11 Underlying risk

An investment in the Fund is subject to the volatility of any instrument employed by the Fund and/or any assets, securities, investment/trading strategies and/or indices underlying the instrument. Investors should note that distributions will be linked to the performance of the instruments and the underlying assets, securities, investment/trading strategies and/or indices.

Exposure of the Fund through an instrument to assets, rates or indices can be volatile and move dramatically over short periods of time. Whilst some instruments offer diversified exposure to multiple asset classes, rates and/or indices, and may restrict weighting in which it takes notional trading positions, there can be no assurance that these trading positions will not be subject to substantial loss. Profits earned may therefore be reduced or eliminated entirely due to movements in any of these market parameters.

In addition, exposure of the Fund may be calculated in a currency other than Singapore dollars. The underlying assets, securities, investment/trading strategies and/or indices of any instrument may also be denominated in other currencies. Accordingly, movements in the foreign exchange rate will also have an impact on the value of the Fund. It should be noted that since foreign exchange rates are unpredictable, such movements could well have a material adverse impact on the value of the Fund and the price of Units.

20.12 Acts 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.

20.13 Exceptional market conditions

Under certain market conditions, it may be difficult or impossible to liquidate or rebalance positions. For example, this may occur during volatile markets or crisis situations or where trading under the rules of the relevant stock exchange is suspended, restricted or otherwise impaired. During such times, 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 the 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.

The above should not be considered to be an exhaustive list of the risks which investors should consider before investing into 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. Potential investors should also be aware that investments of the Underlying Funds may also be subject to the risks highlighted above.

IX. SUBSCRIPTION OF UNITS

21. Subscription procedure

Applications for Units may be made on the application form attached to this Prospectus, or through any authorised agent or distributor, 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 uobam.com.sg or any other website designated by the Managers, or any other sales channels, if applicable. The acceptance or non-acceptance of applications for Units shall be at the absolute discretion of the Managers acting in consultation with the Trustee and in the best interests of the Fund. Applications should be accompanied by such documents as may be required, with the subscription monies in full, failing which the Managers reserve the right to reject the relevant application.

Applicants may make payments for Units by telegraphic transfer and should contact the Managers for details regarding such payments. All bank charges incurred in respect of a telegraphic transfer will be borne by the applicant.

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

Investors wishing to use their SRS monies to purchase Units shall indicate so on 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.

Units will generally only be issued when subscription monies have been received by the Trustee on a cleared funds basis, although the Managers may in their discretion issue Units before the Trustee receives full payment in cleared funds.

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

22. Minimum initial subscription amount and minimum subsequent subscription amount

The minimum initial subscription amount for the Fund is S\$1,000 (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 the Managers may decide. The minimum subsequent subscription amount 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 the Managers may decide or such other minimum initial subscription amounts or minimum subsequent subscription amounts as the Managers may from time to time in their sole discretion determine upon giving prior notice to the Trustee.

Holders must have a holding of not less than the minimum initial subscription amount 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 the minimum initial subscription amount.

Investors should also note that the 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.

23. Dealing deadline and pricing basis

23.1 The Dealing Deadline is 3 p.m. Singapore time on any Dealing Day.

23.2 Applications received and accepted by the Managers or any authorised agent or distributor by the Dealing Deadline on a Dealing Day will be transacted on that Dealing Day and Units will be issued at the issue price for that Dealing Day. Applications received and accepted by the Managers or any authorised agent or distributor after the Dealing Deadline on a Dealing Day or on a day which is not a Dealing Day will be transacted on the next Dealing Day and Units will be issued at the issue price for the next Dealing Day.

23.3 Units are issued on a forward pricing basis. Therefore, the issue price cannot be ascertained at the time of the application. The issue price per Unit shall be ascertained by calculating the net asset value per Unit as at the Valuation Point in relation to such Dealing Day on which such issue occurs of the proportion of the Deposited Property represented by one Unit, truncated to 3 decimal places (or such other method of rounding 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 and Transaction Adjustment (if any) 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 Trustee shall determine if the Holders should be informed of such change.

The Managers may at any time differentiate between applicants as to the amount of the Subscription Fee to be deducted from (within the permitted limit) the Gross Investment Amount in relation to the issue of Units. The Managers shall have absolute discretion from time to time to issue to applicants in lieu of the discount as aforesaid such further Units of a value equivalent to the amount of such discount.

23.4 In this Prospectus:

“**Base Currency**” means the domestic currency of reporting for the Fund which in this case is the Singapore dollar.

“**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.

“**Dealing Day**”, in connection with the issuance, cancellation, valuation and realisation of Units of the Fund, means every Business Day or such other day or days at such intervals as the Managers may from time to time determine with the prior consultation of the Trustee provided that reasonable notice of any such determination shall be given by the Managers to all Holders at such time and in such manner as the Trustee may approve.

“**Dealing Deadline**” in relation to any particular place and any particular Dealing Day, means such time of day (being a time of day on or, subject as hereinafter mentioned, prior to that Dealing Day) in that place as the Managers may from time to time determine with the prior consultation of the Trustee and so that nothing in the Deed shall prevent the Managers from determining that that time of day shall in relation to any Dealing Day be a time of day on any day selected by the Managers which precedes that Dealing Day and the Managers shall notify the Holders of any such change if required by the Trustee.

“**Subscription Fee**” means a charge upon the issue of a Unit of such amount as shall from time to time be fixed by the Managers generally or in relation to any specific or class of transaction provided that it shall not exceed 5% (or such lower percentage as the Managers and the Trustee may agree) of the Gross Investment Amount in consideration for the relevant Units at the time of subscription or purchase of such Units. The current Subscription Fee applicable to the Fund is set out in paragraph 18 above.

“**Transaction Adjustment**” means (i) in relation to the issue of a Unit, an adjustment of up to such amount (if any) as the Managers determine represents the Duties and Charges which would have been payable in purchasing the Investments constituting the Deposited Property for the account of the Fund as at the Valuation Point divided by the number of Units issued and deemed to be in issue as at that time Provided That it shall not exceed such percentage as the Managers and the Trustee may from time to time agree; and (ii) in relation to the cancellation and realisation of a Unit, an adjustment of up to such amount (if any) as the Managers determine represents the Duties and Charges which would have been payable in selling the Investments constituting the Deposited Property for the account of the Fund as at the Valuation Point divided by the number of Units in issue and deemed to be in issue as at that time Provided That it shall not exceed such percentage as the Managers and the Trustee may from time to time agree.

“**Valuation Point**” means the close of business of the last relevant market in relation to the relevant Dealing Day on which the value of the Deposited Property is to be determined or such other time on the relevant Dealing Day or such other day as the Managers with the approval of the Trustee may from time to time determine and the Trustee shall decide if a notice to notify Holders of such determination is required.

- 23.5 If a Unit is to be issued to a person resident outside Singapore, the Managers shall be entitled to charge an additional amount to the issue price thereof 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 Gross Investment Amount 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.

The Managers shall be entitled to convert the issue price in Singapore dollars to any other currency at the applicable rate of exchange, if requested by the investor. The cost 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.

24. **Numerical example**

The number of Units an investor will receive with a Gross Investment Amount of S\$1,000.00 (in the Base Currency of the Fund) based on a notional issue price of S\$1.000 (in the Base Currency of the Fund) and a Subscription Fee of 5% will be calculated as follows:

S\$1,000.00	-	S\$50.00	-	S\$0.00	=	S\$950.00
Gross Investment Amount		Subscription Fee (5%)		Transaction Adjustment (if any)		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 2 decimal places (the method of adjustment and the number of decimal places to which adjustment occurs may be varied by the Managers from time to time with the approval of the Trustee).

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.

25. **Confirmation of purchase**

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

26. **Cancellation of initial subscription by investors**

Subject to provisions under the Deed and the cancellation terms and conditions attached to the application form for the subscription of Units, every investor 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 28 of this Prospectus instead of cancelling his purchase agreement but should note that he will not be able to enjoy the benefits of a cancellation under this paragraph 26 if he chooses to realise his Units (i.e. 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**

27. The Managers may in their discretion implement a regular savings plan (“**RSP**”). Holders may participate in the RSP implemented by the Managers. 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/US\$1,000 based on the issue price prevailing on the date of application to join the RSP, whichever is the lower number (or such other number of Units as the Managers may from time to time determine) required for a Holder to join a RSP. The Holder may opt to invest a minimum sum of S\$100/US\$100 (or in such other currencies at the applicable exchange rate as the Managers may determine from time to time) on a fixed day per month or S\$500/US\$500 (or in such other currencies at the applicable exchange rate as the Managers may determine from time to time) on a fixed day per quarter through GIRO payment.

For RSP using cash, Holders must complete an Interbank GIRO Form authorising the payment for the RSP and submit it together with the relevant application form.

For RSP using SRS monies, Holders must submit the 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 each month and 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 attributable to a Holders’ participation in the RSP.

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

XI. **REALISATION OF UNITS**

28. **Realisation procedure**

Holders may realise their Units on any Dealing Day. Requests for realisation of Units may be made on realisation forms which may be obtained from any authorised agent or distributor, or through ATMs (as and when ATM realisations are 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 as designated by the Managers, or any other channels, if applicable.

29. **Minimum Holding and limits on realisation**

Unless the Managers otherwise agree, a Holder may not realise less than 100 Units in each realisation request or realise part only of his holding of Units if thereafter his holding would be less than 1000 Units or such number of Units as may be purchased for S\$1,000/US\$1,000 (or such other currencies as may be determined by the Managers upon giving prior written notice to the Trustee and as permitted by the relevant authorities from time to time).

30. **Dealing deadline and pricing basis**

30.1 For requests for realisation of Units received and accepted by the Managers or any of their authorised agent or distributor by way of a realisation form or any means of realisation by the Dealing Deadline on a Dealing Day (i.e. 3 p.m. Singapore time on any Dealing Day) Units will be realised at the realisation price for that Dealing Day. For requests received and accepted by the Managers or any of their authorised agent or distributor after the Dealing Deadline on a Dealing Day or on a day not being a Dealing Day, Units will be treated as having been received on the next Dealing Day.

30.2 Units are realised on a forward pricing basis. The realisation price per Unit shall be the price per Unit ascertained by the Managers by calculating the net asset value per Unit in relation to the Dealing Day on which the realisation request is received of the proportion of the Deposited Property then represented by one Unit, truncated to 3 decimal places (or such other method of rounding or other number of decimal places as determined by the Managers with the approval of the Trustee). The Managers may, if applicable, charge a Realisation Charge and Transaction Adjustment (if any) which is deducted from the total amount payable to the investor in respect of the realisation of Units (the “**Gross Realisation Proceeds**”), and the resultant amount (the “**Net Realisation Proceeds**”) will be paid to the investor. The Managers may, subject to the prior approval of the Trustee, change the method of determining the realisation price and the Trustee shall determine if the Holders should be informed of such change.

“**Realisation Charge**” means a charge (if any) upon the realisation of a Unit in the Fund of such amount as may from time to time be fixed by the Managers generally or in relation to any specific or class of transaction provided that it shall not exceed 2% of the Gross Realisation Proceeds. The Realisation Charge shall be retained by the Managers for their own benefit and the amount of the adjustment aforesaid shall be retained by the Fund.

30.3 If a Holder is resident outside Singapore, the Managers shall be entitled to deduct from the Gross Realisation Proceeds 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.

30.4 The Managers shall be entitled to convert the realisation price in Singapore dollars to a foreign currency at the applicable rate of exchange. The cost of the currency exchange, if any, will be borne by the Holder. Currently, the Managers permit the realisation of Units in 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.

30.5 For avoidance of doubt, should a realisation request for any Unit be received and accepted by the Managers prior to the receipt of the subscription monies in respect of such Units, the Managers may refuse to realise such Units until the Business 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.

31. **Numerical example**

The Net Realisation Proceeds payable to a Holder on the realisation of 1,000 Units, and at a notional realisation price of S\$0.900* (in the Base Currency of the Fund), 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\$0.00	= S\$900.00
Gross Realisation Proceeds		Realisation Charge (0%)		Transaction Adjustment (if any)	Net Realisation Proceeds

* The example above is a hypothesis 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.

32. The Net Realisation Proceeds shall normally be paid by cheque or credited to the Holder's SRS account, as applicable, within 7 Business Days from the Dealing Day on which the realisation form is received and accepted by the Managers or their duly authorised agent or distributor unless the realisation of Units has been suspended in accordance with Part XIV of this Prospectus.

XII. SWITCHING OF UNITS

33. The Managers may allow a Holder to switch his Units in the Fund to units in any other Group Fund (as defined below), 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 in accordance with the provisions of the Deed.

“**Group Fund**” means a collective investment scheme the managers of which are the Managers or a corporation under their control or under common control with them or at least 50% of the share capital of which is held by a corporation which is a shareholder of the Managers and has approved the terms of any switching which may be made under Clause 12.2 of the Deed.

Below is a summary of the provisions relating to the switching of Units:

- 33.1 Applications for switching of Units of the Fund or class of Units of the Fund (the “**original Class**”) into units of another Group Fund or Units of another class within the Fund (the “**new Fund**” or the “**new Class**”, as the case may be) may be made via switching forms which may be obtained from any authorised agent or distributor of the Managers.
- 33.2 Save as hereinafter provided, the switching of Units of the Fund or original Class shall be made on the day which is both a Dealing Day in relation to Units of the Fund or original Class (as the case may be) and a Dealing Day in relation to units of the new Fund or Units of the new Class (as the case may be) (“**Common Dealing Day**”) on which the switching form is received by the Managers by 3 p.m. (Singapore time) on such Common Dealing Day. For a switching form received on a day which is not a Common Dealing Day or received after 3 p.m. (Singapore time) on a Common Dealing Day, such switching form shall be treated as having been received before 3 p.m. (Singapore time) on the next Common Dealing Day.
- 33.3 Switching of the Units of an original Class shall be effected by the cancellation of such Units and by the issue of Units of the new Class, such cancellation and issue taking place on the relevant Common Dealing Day, and the number of Units of the new Class to be issued on switching shall be determined by the Managers in accordance with the provisions of the Deed.
- 33.4 Switching of the Units of the Fund into units of a new Fund shall be effected by the Holder surrendering his Units to the Managers who shall thereupon pay to the managers of the new Fund concerned a sum representing the value of the switched Units calculated in accordance with the provisions of the Deed less the switching fee (if any) for each Unit in consideration of the issue to that Holder of units in the new Fund to the same value as the aforesaid sum representing switched Units.
- 33.5 Switching shall be subject to the Holder maintaining the applicable minimum holding of the Fund or original Class (as the case may be) and the new Fund or new Class (as the case may be) or such other number of Units or amount as the Managers may from time to time determine upon giving prior notice to the Trustee either generally or in any specific or class of transactions.

- 33.6 No Units shall be switched during any period where the realisation of Units is limited, or suspended in accordance with paragraph 35 below, or during the initial offer period of the original Class, new Class or units of the relevant Group Trust (as the case may be).
- 33.7 Holders should note that:
- (i) Units purchased with cash may only be switched to units of a new Fund or Units of a new Class (as the case may be) which may be purchased with cash; and
 - (ii) Units purchased with SRS monies may only be switched for units of a new Fund or Units of a new Class (as the case may be) which may be subscribed or purchased with SRS monies.

XIII. PRICES OF UNITS

34. The indicative issue and realisation prices of Units will be published in The Straits Times, The Business Times, Lianhe Zaobao and any 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 quoted will generally be published 2 Business Days after the relevant Dealing Day in Singapore dollars and in US dollars as well.

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

XIV. SUSPENSION OF DEALINGS

35. Subject to the provisions of the Code, the Managers may, with the prior written approval of the Trustee, suspend the right of Holders to issuance, switching and realisation of Units in relation to the Fund during:
- (i) any period when the Recognised Stock Exchange or the OTC Market on which any Authorised Investments forming part of Deposited Property 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 Deposited Property;
 - (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 OTC Market or when for any reason the prices of any of such Authorised Investments or the amount of any liability of the Trustee and/or the Managers for the account of the Fund cannot be promptly and accurately ascertained (including any period when the fair value of a material portion of the Authorised Investments cannot be determined);
 - (iv) any period when remittance of moneys which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments for the time being constituting the Deposited Property cannot, in the opinion of the Managers and the Trustee be reasonably carried out at normal rates of exchange;
 - (v) any period whereby subject to the approval of the Trustee, dealing of Units has to be suspended to effect the subdivision or consolidation of Units;
 - (vi) any 48 hour period (or such longer period as may be agreed between the Managers and the Trustee) prior to the date of any meeting of Holders (or any adjourned meeting thereof);
 - (vii) any period when the dealing of Units is suspended pursuant to any order or direction of the Authority;
 - (viii) 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, revolutions, civil unrest, riots, strikes or acts of God; or

- (ix) in exceptional circumstances, where the Managers have determined that such suspension is in the best interest of the Holders.

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, as the case may be, to the Managers by the Trustee) and shall terminate as soon as practicable when the condition giving rise to the suspension shall have ceased to exist and no other conditions under which suspension is authorised under this paragraph shall exist upon the declaration in writing thereof by the Managers (or, as the case may be, by the Trustee), 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.

The Managers may suspend the realisation of Units for such reasonable period as may be necessary to effect an orderly redemption of investments in accordance with Clause 16.8 of the Deed, by giving notice to affected Holders within 2 Business Days after the relevant day.

XV. PERFORMANCE AND BENCHMARK OF THE FUND

36. Past performance, benchmark, expense ratio and turnover ratio of the Fund

Inception date: 13 November 2007	1 year (%)	3 years (%)	5 years (%)	10 years (%)	Since inception (%)	Expense ratio (%) ⁽³⁾	Turnover ratio (%) ⁽⁴⁾
NAV-NAV ⁽¹⁾	11.21	3.60	N.A.	N.A.	-2.03	2.00	8.07
NAV-NAV [^] ⁽²⁾	5.31	1.65	N.A.	N.A.	-3.60		
Benchmark: 40% MSCI AC FE ex Japan, 20% MSCI AC Asia Pacific ex Japan Mid Cap Index and 40% JP Morgan Asia Credit Index Total Return Composite ⁽⁵⁾	9.55	4.20	N.A.	N.A.	0.23		

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 May 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 May 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 31 December 2010. 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 of the Fund for the financial year ended 31 December 2010 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) The benchmark of the Fund at its inception till 31 January 2008 was a composition of the following benchmarks: 40% MSCI AC FE ex Japan, 20% FTSE Global Small Cap Series Asia Pacific ex Japan and 40% JP Morgan Asia Credit Index Total Return Composite.

The benchmark was changed on 1 February 2008 to a composition of 40% MSCI AC FE ex Japan, 20% MSCI AC Asia Pacific ex Japan Small Cap Index and 40% JP Morgan Asia Credit Index Total Return Composite. The reason for the change was that the Managers wished to standardise all benchmarks with a common data provider, which is MSCI. The MSCI had then recently introduced the MSCI AC Asia Pacific ex Japan Small Cap Index which was not available when the Fund was launched.

The benchmark was changed on 1 February 2011 to a composition of the following benchmarks: 40% MSCI AC FE ex Japan, 20% MSCI AC Asia Pacific ex Japan Mid Cap Index and 40% JP Morgan Asia Credit Index Total Return Composite. The reason for the change was due to the change in the benchmark of the UAGOF (one of the Underlying Funds) from MSCI AC Asia Pacific ex Japan Small Cap Index to MSCI AC Asia Pacific ex Japan Mid Cap Index. The reason for the change in benchmark of the UAGOF is that the managers of the UAGOF were of the view that the new benchmark will better reflect the investment strategy and focus of the UAGOF as compared to the previous benchmark.

The turnover ratios of UAF, UAGOF and UABF are 138.50%, 231.54% and 796.66% respectively (for the financial years ended 31 December 2010, 30 June 2010 and 30 June 2010 respectively). The turnover ratio is calculated based on the lesser of purchases or sales expressed as a percentage over the daily average net asset value of the assets of the relevant Underlying Fund.

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

XVI. SOFT DOLLAR COMMISSIONS/ARRANGEMENTS

37. Subject to the provisions of the Code, the Managers may, from time to time, receive and enter into soft-dollar commissions or arrangements in the management of the Fund to support the investment decision making process, the giving of advice or conduct of research or analysis in relation to the investments managed for the clients and these include specific advice as to the advisability of dealing in, or the value of, any Investment, research and advisory services, economic and political analyses, portfolio analyses including valuation and performance measurements, market analyses, data and quotation services and 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 conduct of research or analysis in relation to the investments managed for the clients.

Soft-dollar commissions 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.

38. The Managers may not accept or enter into soft-dollar commissions or arrangements unless such soft-dollar commissions or arrangements shall reasonably assist them in their management of the Fund, provided that the Manager 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.

XVII. CONFLICTS OF INTEREST

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

- 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 (“**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.
- 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.
- Investment decisions for each fund are made impartially. There are no preferred customers or funds and all accounts are treated equally.
- The Managers’ usual fair and unbiased practice is to allocate investment between various funds which place the same orders simultaneously on a pro rata basis. However, should any potential conflicts of interest arise from a situation of competing orders for the same securities, the Managers 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 financial, banking or brokerage services to the Fund or buy, hold and deal in any investments, enter into contracts or other arrangements with the Trustee and make profits from those activities. Such services to the Fund, where provided, and such activities with the Trustee, where entered into, will be on an arm’s length basis.

XVIII. REPORTS

40. The financial year-end of the Fund is 31 December. 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).
41. If the accounts and reports under paragraph 40 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

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

24 Hour Hotline No : 1800 2222 228
Fax No : 6532 3868
E-mail : uobam@uobgroup.com

XX. OTHER MATERIAL INFORMATION

43. 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.

44. Information on investments

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

45. Distribution of income and/or any net capital gain

The Managers shall have the absolute discretion to determine whether a distribution is to be made and, 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 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.

46. Custody of investments

46.1 The Trustee shall be responsible for the safe-keeping of the Investments and other property forming part of the Deposited Property in accordance with the provisions of the Deed and such Investments and other property shall (whether in bearer or registered form) be dealt with as the Trustee may think proper for the purpose of providing for the safe-keeping 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 or 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. In relation to any Investment in registered form, the Trustee shall not be liable for any act or omission of any agent, nominee, custodian, joint custodian or sub-custodian appointed by it except where the Trustee shall have been negligent or in default in the appointment and monitoring thereof.

46.2 Without prejudice to the provisions of the paragraph immediately above, the Trustee shall procure:

- (i) the Trustee;
- (ii) any officer or responsible official of the Trustee jointly with the Trustee;
- (iii) any nominee appointed by the Trustee;
- (iv) any such nominee of the Trustee;
- (v) any custodian, joint custodian or sub-custodian appointed pursuant to the provisions of the Deed;
- (vi) any company operating a recognised clearing system in respect of the assets of the Fund; or
- (vii) any broker, financial institution or other person (or in each case, its nominee) with whom the same is deposited in order to satisfy any requirement to deposit margin or security,

takes delivery of and retains and/or be registered as proprietor of any Investment or other property held upon trusts of the Deed.

46.3 Notwithstanding anything contained in the Deed, but subject always to all applicable laws and regulations:

- (i) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any depository or clearing system with which Authorised Investments may be deposited or any broker, financial institution or other person (or in each case its nominee) with whom Authorised Investments are deposited in order to satisfy any margin requirement (each, a “Depository”), except where (a) 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 (b) the Trustee is in wilful default;
- (ii) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any nominee, custodian, joint custodian or sub-custodian appointed by the Trustee except where (a) 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 (b) the Trustee is in wilful default; and
- (iii) the Trustee shall not incur any liability in respect of or be responsible for losses through the insolvency of or any act or omission of any sub-custodian not appointed by it, except where the Trustee has failed to exercise reasonable skill and care in the procurement of such sub-custodian.

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 provisions of the Deed. Subject as aforesaid the Trustee shall retain the documents of title to all Authorised Investments in its possession in safe custody.

47. **Holders’ right to vote**

A meeting of Holders duly convened and held in accordance with the provisions of the schedule to the Deed shall be competent by Extraordinary Resolution:

- (a) to sanction any modification, alteration or addition to the provisions of the Deed which shall be agreed by the Trustee and the Managers as provided in the Deed;
- (b) to sanction a supplemental deed increasing the maximum permitted percentage of the management fee or the remuneration of the Trustee in relation to the Fund;
- (c) to terminate the Trust as provided in the Deed;
- (d) to remove the Auditors as provided in the Deed;
- (e) to remove the Trustee as provided in the Deed;
- (f) to remove the Managers as provided in the Deed;
- (g) to direct the Trustee to take any action in relation to the Fund (including the termination of the Fund) or in relation to the relevant Class (as the case may be) pursuant to Section 295 of the Securities and Futures Act; and
- (h) to sanction such other matters as may be proposed by the Managers or the Trustee,

and shall be competent to consent to the exercise of the rights of voting as provided in Clause 21.2 of the Deed but shall not have any further or other powers.

48. **Valuation**

The value of the assets comprised in the Fund, except where otherwise expressly stated and subject always to the requirements of the Code, with reference to any Authorised Investments which is:

- (a) a Quoted Investment, shall be calculated, as the case may be, by reference to the official closing price, the last known transacted price or the last transacted price (or, with the approval of the Trustee, the last bid price) on such Recognised Stock Exchange or OTC Market at the time of calculation (or at such other time as the Managers may from time to time after consultation with the Trustee determine). 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 price or last transacted price, the value shall be calculated by reference to the last available price(s) quoted by responsible firms, corporations or associations 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;
- (b) an Unquoted Investment, shall be calculated by reference to, where applicable: (i) the initial value thereof being the amount expended in the acquisition thereof; (ii) the price of the relevant investment as quoted by a person, firm or institution making a market in that investment, if any (and if there shall be more than one such market maker, then such market maker as the Managers may designate), as may be determined by the Managers to represent the fair value of such Authorised Investment; or (iii) the sale prices of recent public or private transactions in the same or similar investments, valuations of comparable companies or discounted cash flow analysis, as may be determined to represent the fair value of such Authorised Investment. In the valuation of such investment the Managers may take into account relevant factors including without limitation significant recent events affecting the issuer such as pending mergers and acquisitions and restrictions as to saleability or transferability;
- (c) cash, deposits and similar assets shall be valued (by a person approved by the Trustee as qualified to value such cash, deposit and similar assets) at their face value (together with accrued interest) unless, in the opinion of the Managers (after consultation with the Trustee), any adjustment should be made to reflect the value thereof;
- (d) a unit or share in a unit trust 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
- (e) an investment other than as described above, shall be valued (by a person approved by the Trustee as qualified to value such an investment) at such time as the Managers after consultation with the Trustee shall from time to time determine.

Provided That, if the quotations referred to in paragraphs (a), (b), (c), (d) and (e) above are not available, or if the value of the Authorised Investment determined in the manner described in paragraphs (a), (b), (c), (d) or (e) above, in the opinion of the Managers is not representative, 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 value and is approved by the Trustee and the Managers shall notify the Holders of such change if required by the Trustee. For the purposes of this proviso, the “fair value” shall be determined by the Managers in consultation with an approved stockbroker or an approved valuer and with the approval of the Trustee, in accordance with the Code. Where the fair value of a material portion of the Deposited Property cannot be determined, the Managers shall suspend valuation and dealing in the Units.

49. **Termination**

Under the provisions of the Deed and subject to Section 295 of the SFA:

- (a) the Fund may be terminated either by the Trustee or the Managers in their absolute discretion by not less than 6 months’ notice in writing to the other. Either the Trustee or the Managers shall be entitled by notice in writing to make the continuation of the Fund beyond any such date conditional on the revision to its or their satisfaction at least 3 months before the relevant date of its or their remuneration under the Deed. In the event that the Fund shall fall to be terminated or discontinued the Managers shall give notice to all Holders not less than 3 months in advance. Subject as aforesaid the Fund shall continue until terminated in the manner hereinafter provided in paragraphs (b) to (d);
- (b) the Fund may be terminated by the Trustee by notice in writing:
 - (i) if the Managers shall go into liquidation (except a voluntary liquidation for the purpose of

reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed over any of their assets or if a judicial manager is appointed in respect of the Managers or if any encumbrancer shall take possession of any of their assets or if they shall cease business;

- (ii) if any law shall be passed, any authorisation withdrawn or revoked or any direction issued by the Authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Fund;
 - (iii) if within the period of 3 months from the date of the Trustee expressing in writing to the Managers the desire to retire the Managers shall have failed to appoint a new trustee within the terms of the Deed; and
 - (iv) if within the period of 3 months from the date of the Trustee removing the Managers the Trustee shall have failed to appoint new managers within the terms of the Deed;
- (c) the Fund may be terminated by the Managers in their absolute discretion by notice in writing:
- (i) on the third anniversary of the date of the Deed or on any date thereafter if on such date the aggregate net asset value of the Deposited Property of the Fund shall be less than S\$5,000,000 or its equivalent value in US\$; or
 - (ii) if any law shall be passed, any authorisation withdrawn or revoked or any direction issued by the Authority which renders it illegal or in the opinion of the Managers impracticable or inadvisable to continue the Fund; and
- (d) the Fund may at any time after 5 years from the date of the 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 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.

The party terminating the Fund shall give notice thereof to the Holders fixing the date at which such termination is to take effect and such date shall not be less than 3 months after the service of such notice and the Managers shall give written notice thereof to the Authority not less than 7 days (or such other period as may be permitted by the Authority) before such termination.

The Trustee may (with the consent of the Managers) remove 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. The circumstances in which the Trustee may exercise its discretion hereunder are limited to the outbreak of war or grave civil unrest threatening the safe maintenance of the banking system or securities market in Singapore.

50. Indemnities and protection accorded to the Managers and the Trustee

- 50.1 Nothing in the Deed contained shall prevent the Trustee or the Managers or any connected person from becoming the owner of Units and holding, disposing or otherwise dealing with the same rights which they would have had if neither the Trustee nor the Managers nor any connected person were a party to or a connected person for purposes of the Deed and the Trustee and the Managers and any such connected person may buy, hold and deal in any Investments upon their respective individual accounts notwithstanding that similar Investments may be held under the Deed as part of the Deposited Property.
- 50.2 Neither the Trustee nor the Managers nor any connected person shall be liable to account either to any other or others of them or to the Holders or any of them for any profits or benefits made or derived by or in connection with any such transaction permitted as aforesaid provided that such transactions are effected on an arm's length basis.
- 50.3 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.

- 50.4 Neither the Trustee nor the Managers shall be responsible for the authenticity of any signature on any statement of account or any seal affixed to any endorsement or any certificate or to any form of transfer or application, or other document (sent by facsimile, electronic means or otherwise) affecting the title to or transmission of Units or be in any way liable for any forged or unauthorised signature on or a seal affixed to such endorsement, form of transfer or application 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.
- 50.5 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 any present 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.
- 50.6 Any indemnity expressly given to the Managers or the Trustee in the Deed is in addition to and without prejudice to any indemnity allowed by law Provided That no provisions in the Deed shall in any case where the Trustee or the Managers have failed to show the degree of care and diligence required of them as trustee and manager of the Fund, exempt them or indemnify them against any liability for breach of trust.
- 50.7 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 and neither of them shall in any way be liable to account to the Fund or any other person for any benefit made or derived thereto.
- 50.8 The Trustee and the Managers may accept as sufficient evidence of the value of any Investment thereof a certificate by a member of any Recognised Stock Exchange or OTC Market or the approved valuer. 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 or OTC Market 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 a good delivery and any similar matters and such practice and rulings shall be conclusive and binding upon all persons under the Deed.
- 50.9 (i) Subject to paragraph (ii) below, the Managers and the Trustee may destroy or authorise the destruction of:
- (a) all notifications of changes of name or address at any time after 6 years after the date of recording thereof;
 - (b) all forms of proxy in respect of any meeting of Holders at any time after 6 years after the date of the meeting at which the same were used; and
 - (c) the Register and books of account, records and other documents relating to the Fund at any time after 6 years after the termination of the Fund except for documents which are needed for taxation purpose which may be destroyed only after 12 years.
- (ii) Neither the Managers nor the Trustee shall incur any liability in consequence of destroying or authorising the destruction of any documents pursuant to paragraph (i) above and unless the contrary be proved every instrument of transfer so destroyed shall be deemed a valid and effective instrument duly and properly registered, and every other such document so destroyed shall be deemed a valid and effective document in accordance with the recorded particulars thereof Provided That:
- (a) the provisions of this paragraph (ii) shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereof) to which the document might be relevant; and
 - (b) nothing in paragraph (i) or in paragraph (ii) shall be construed as imposing upon the Managers or the Trustee any liability in respect of the destruction of any document earlier than as provided in paragraph (i) or in any case where the conditions of paragraph (ii)(a) above are not fulfilled.

- (iii) References in this paragraph 50.9 to the destruction of any document include references to the disposal thereof in any manner whatsoever.
- 50.10 Neither the Managers nor the Trustee shall be responsible to the Fund or any Holder for any loss or damage arising from reasons or causes beyond their control, or the control of any of their employees, including without limitation nationalisation, war, terrorism, currency restrictions, civil unrest, riots or strikes, nuclear fusion or acts of God.
- 50.11 In no event shall a Holder have or acquire any rights against the Trustee and the Managers or either of them save such as are expressly conferred upon such Holder by the Deed nor shall the Trustee be found to make any payment to any Holder except out of funds held by or paid to it for that purpose under the provisions of the Deed.
- 50.12 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 such distributors or delegates 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 such distributors or delegates 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 such distributors or delegates appointed by the Managers by any one person whose signature the Trustee is for the time being authorised in writing by the Managers or such distributors or delegates appointed by the Managers to accept.
- 50.13 Wheresoever any provision of the Deed provides for any act or matter to be done by the Trustee such act or matter may be performed on behalf of the Trustee by any officer or responsible official 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.
- 50.14 Without prejudice to the powers, authorities and discretions of the Trustee under the Trustees Act (Chapter 337) of Singapore, the Trustee may act upon any advice of or information obtained from any advisers, bankers, accountants, brokers, lawyers or other persons on whom the Trustee has relied on for advice (hereinafter known as “**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 or for any misconduct, mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such advisers Provided That, in the case of advisers of the Trustee, the Trustee shall have exercised due care and diligence in the appointment of such advisers of the Trustee. Any such advice or information may be obtained or sent by letter, electronic mail or facsimile message and the Trustee shall not be liable for acting on any advice or information purporting to be conveyed by any such letter, electronic mail or facsimile message although the same contains some error or shall not be authentic.
- 50.15 Save as provided in the Deed, nothing therein shall prevent the Trustee or any associate of the Trustee from contracting or entering into any financial, banking or other transaction with each other or with the Managers, the Fund or any Holder or any company or body any of whose shares or securities form part of the Deposited Property 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 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 its associate thereby or in connection herewith provided that any such transaction shall be on an arm’s length basis.
- 50.16 In no event shall the Trustee be bound to make any payment to the Managers or any Holder except out of funds held by it for that purpose under the provisions of the Deed nor shall the Trustee be liable to any person except to the extent of the Deposited Property.
- 50.17 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 elsewhere for taxes or other charges in any way arising out of or relating to any transaction of whatsoever nature under the Deed notwithstanding that any such payments ought not to be or need not have been made or suffered.
- 50.18 The Trustee shall not be responsible for verifying or checking any valuation of the Deposited Property or any calculation of the prices at which Units are to be issued or realised, except as expressly provided in the Deed, but shall be entitled at any time to require the Managers to justify the same.
- 50.19 The Trustee shall not be responsible for acting upon any resolution purported to have been passed at any meeting of the Holders in respect whereof minutes shall have been made and signed even though it may be subsequently found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not binding upon all the Holders.

- 50.20 In the absence of fraud, 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 (save as herein otherwise provided) be liable for any act or omission of the Trustee.
- 50.21 Save as provided in the Deed, nothing in the Deed shall prevent the Managers or any associate of the Managers from contracting or entering into any financial banking or other similar 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 securities form part of the Deposited Property or from being interested in any such contract or transaction and the Managers or any such associate shall not be in any way liable to account either to the Fund or 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 provided that any such transaction shall be on an arm's length basis.

大華亞洲積極資產配置基金

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