

PROSPECTUS

United FTSE/Xinhua China A50 ETF



UETF

 **UOB** Asset Management
大華資產管理

UNITED FTSE/XINHUA CHINA A50 ETF

Directory

Managers

UOB Asset Management Ltd
(Company Registration Number: 198600120Z)
Registered Address: 80 Raffles Place, UOB Plaza, Singapore 048624
Operating Address: 80 Raffles Place, 6th Storey, UOB Plaza 2, Singapore 048624

Directors of the Managers

Terence Ong Sea Eng
Yeo Eng Cheong
Thio Boon Kiat

Trustee and Custodian

HSBC Institutional Trust Services (Singapore) Limited
(Company Registration Number: 194900022R)
Registered Address: 21 Collyer Quay, #14-01 HSBC Building, Singapore 049320
Operating Address: 21 Collyer Quay, #10-01 HSBC Building, Singapore 049320

Auditors

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

Solicitors to the Managers

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

Solicitors to the Trustee

Clifford Chance Pte. Ltd.
One George Street, 19th Floor, Singapore 049145

UNITED FTSE/XINHUA CHINA A50 ETF

Important Information

The managers of **UNITED FTSE/XINHUA CHINA A50 ETF** (the “**Sub-Fund**”), a sub-fund under the **UETF** (the “**Fund**”), UOB Asset Management Ltd (the “**Managers**”), and their directors (the “**Directors**”), individually and collectively, 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 and the Sub-Fund which is material in the context of the offer of units in the Sub-Fund (“**Units**”) and the statements contained in this Prospectus are, in every material respect, fair and accurate as at the date of registration of this Prospectus and not misleading and there are no material facts, the omission of which, would make any statement in this Prospectus misleading. Unless otherwise stated, all terms not defined in this Prospectus have the same meanings as used in the deed of trust relating to the Fund (the “**Deed**”).

Investors should consult the relevant provisions of the Deed and obtain independent professional advice in any event of any doubt or ambiguity relating thereto.

An application was made to the Singapore Exchange Securities Trading Limited (“SGX-ST”) on 26 June 2009 for permission to deal in and for quotation of the Units which may be issued from time to time, and the Sub-Fund received in-principle approval for its admission to the Official List of the SGX-ST on 15 September 2009. Application for the listing of the Units on the SGX-ST is not to be taken as an indication of the merits of the Fund, the Sub-Fund, the Units or of the Managers and the SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed in this Prospectus. Once listed, Units deposited with The Central Depository (Pte) Limited (“**CDP**”) will be traded on the SGX-ST at market prices throughout the trading day. Market prices for Units may, however, be different from their Net Asset Value (the “**Net Asset Value**” or “**NAV**”) (as calculated in accordance with the Deed). Any listing and quotation of Units on the SGX-ST does not guarantee a liquid market for the Units.

Investors should note that the Sub-Fund is not like a conventional unit trust offered to the retail public in Singapore in that after the Initial Offer Period (as defined in paragraph 10.1.1), the issue and redemption of Units with the Managers may only be made by Designated Market Makers or through Participating Dealers. As Participating Dealers must apply to the Managers for the creation and redemption of Units in an Application Unit size (currently 100,000 Units) or whole number multiples thereof subject to a minimum of 500,000 Units per Creation or Redemption Application or such other minimum number of Units as the Managers may determine from time to time with the approval of the Trustee, a subscription or redemption application for less than the current minimum of 500,000 Units from investors (whether directly or through their stockbrokers) to a Participating Dealer will be rejected by that Participating Dealer. Accordingly, investors who do not hold at least 500,000 Units will only be able to realise the value of their Units by selling their Units on the SGX-ST and investors who do not intend to subscribe for at least 500,000 Units will only be able to buy Units on the SGX-ST. This would differ from conventional unit trusts where units can be purchased and realised by investors directly from the managers in comparatively smaller amounts than the current minimum of 500,000 Units.

The distribution of this Prospectus and the offering, subscription, purchase, sale or transfer of the Units in certain jurisdictions may be restricted by law. The Managers require persons into whose possession this Prospectus comes to inform themselves about and to observe any such restrictions at their own expense and without liability to the Managers. This Prospectus does not constitute an offer of, or an invitation to subscribe for or purchase, any of the Units in any jurisdiction in which such offer or invitation would be unlawful. Persons to whom a copy of this Prospectus has been issued shall not circulate to any other person, reproduce or otherwise distribute this Prospectus or any information herein for any purpose whatsoever nor permit or cause the same to occur.

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

Investors should also consider the risks of investing in the Sub-Fund which are summarised in paragraph 9 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 may be subject to abnormal risks and that the value of the Units may decline as well as appreciate, there can be no assurance that the Sub-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 Sub-Fund. Investors should also satisfy themselves of the suitability to them of an investment in the Sub-Fund based on their personal circumstances.

The Sub-Fund is not in any way sponsored, endorsed, sold or promoted by FTSE/Xinhua Index Limited (“**FXI**”), FTSE International Limited (“**FTSE**”), the London Stock Exchange Plc (“**Exchange**”), The Financial Times Limited (“**FT**”) or Xinhua Financial Network Limited (“**Xinhua**”) (collectively the “**Licensor Parties**”) and none of the Licensor Parties make any warranty or representation whatsoever, expressly or impliedly, either as to the results to be obtained from the use of the FTSE/Xinhua China A50 Index (the “**China A50 Index**”) and/or the figure at which the China A50 Index stands at any particular time on any particular day or otherwise. The China A50 Index is compiled and calculated by FTSE on behalf of FXI. None of the Licensor Parties shall be liable (whether in negligence or otherwise) to any person for any error in the China A50 Index and none of the Licensor Parties shall be under any obligation to advise any person of any error therein. “FTSE®” is a trade mark jointly owned by the Exchange and the FT. “富時 指數” is a trade mark of FTSE. “Xinhua” and “新華” are service marks and trade marks of Xinhua Finance Limited. All marks are licensed for use by FXI.

No person has been authorised to give any information or to make any representation in connection with the offering of Units other than those contained in this Prospectus, and the reports referred to in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by the Managers. To reflect material changes, this Prospectus may be updated from time to time and investors should investigate whether any more recent version of this Prospectus is available.

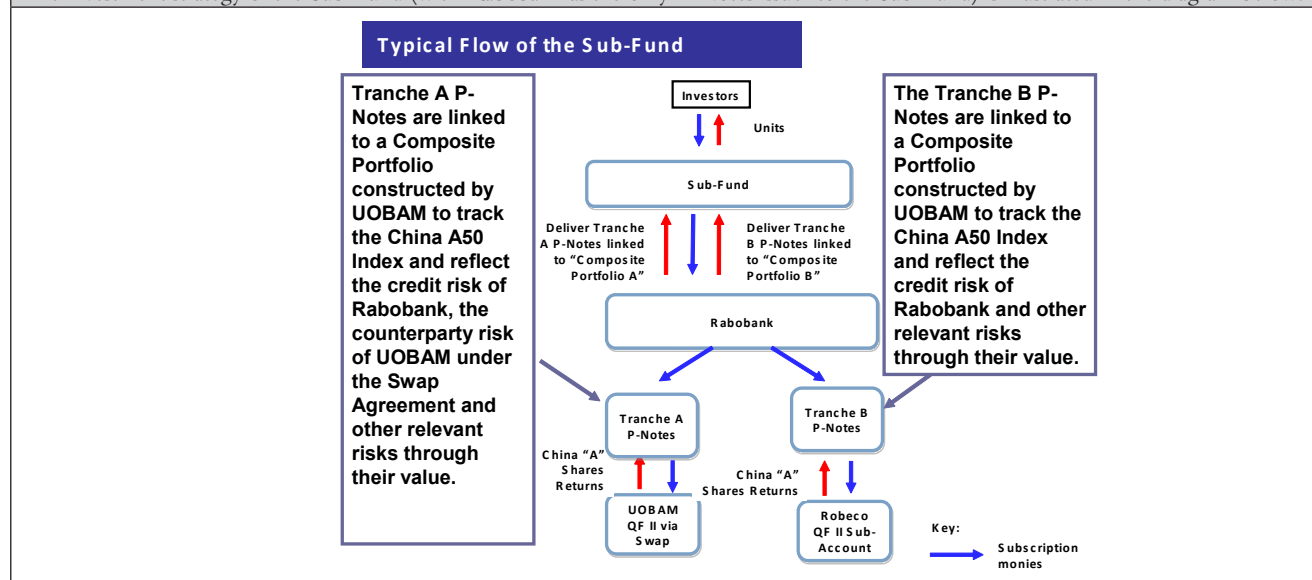
All enquiries in relation to the Fund or the Sub-Fund should be directed to the Managers, UOB Asset Management Ltd, or any agent or distributor or Participating Dealer appointed by the Managers.

UNITED FTSE/XINHUA CHINA A50 ETF

Important Information

The table below sets out key features of the United FTSE/Xinhua China A50 ETF (the “**Sub-Fund**”), a sub-fund of the UETF. Investors should refer to the main body of this Prospectus for full details on the Sub-Fund.

<p>Key Features of the Sub-Fund</p>
<p>Who are you investing with?</p> <p>UOB Asset Management Ltd (the “Managers”) who are the managers of the Sub-Fund.</p>
<p>What are you investing in?</p> <p>Units in the Sub-Fund. The Sub-Fund aims to provide investment results that, before fees, costs and expenses (including any taxes and withholding taxes), closely correspond to the performance of the FTSE/Xinhua China A50 Index (the “China A50 Index”).</p> <p>The China A50 Index is designed to represent the equity performance of the largest publicly-listed Chinese companies in China and consists of the top 50 A-Shares companies by market capitalisation. A-Shares are shares in Chinese companies issued in People’s Republic of China (“PRC”) under Chinese law and listed on the Shanghai or Shenzhen stock exchanges.</p> <p>Exchange traded funds may seek to track the performance of an index by either investing directly into the securities comprised in that index or by indirect means. Due to restrictions on foreign ownership of A-Shares (A-Shares may not be directly invested into by a non-PRC person unless the person is a Qualified Foreign Institutional Investor or “QFII”), the Sub-Fund cannot invest directly into A-Shares. Therefore, instead of investing directly into A-Shares, the Sub-Fund will invest into a type of market access product known as participatory notes (the “P-Notes”).</p> <p>The value of a P-Note will be linked to that of a composite portfolio (the “Composite Portfolio”) comprising an underlying basket of A-Shares held by a QFII and is designed to track as closely as possible, before fees, costs and expenses (including any taxes and withholding taxes), the performance of the China A50 Index.</p> <p>It is currently intended that the first P-Notes issuer will be Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (“Rabobank”) and the Sub-Fund will initially invest into 2 tranches of P-Notes (Tranches A and B) issued by Rabobank.</p> <p>The Tranche A P-Notes will be linked to a Composite Portfolio comprising an underlying basket of A-Shares held by the Managers under their QFII quota while Tranche B P-Notes will be linked to a Composite Portfolio comprising an underlying basket of A-Shares held by Robeco Institutional Asset Management B.V. (“Robeco”), a wholly-owned subsidiary of Rabobank, under its QFII quota.</p> <p>In addition, in order to facilitate the pass-through of the economic benefits of the underlying basket of A-Shares held by the Managers under their QFII quota, the Managers will enter into a Swap Agreement with Rabobank (acting through its Hong Kong branch) (“Rabobank Hong Kong”) to provide Rabobank Hong Kong with synthetic exposure to the Composite Portfolio to which the Tranche A P-Notes are linked.</p> <p>Under the Swap Agreement, Rabobank Hong Kong will pay to the Managers an initial funding amount in return for payments from the Managers (as the swap counterparty) based on the returns of the underlying basket of A-Shares held by the Managers.</p> <p>The investment strategy of the Sub-Fund (with Rabobank as the only P-Notes issuer to the Sub-Fund) is illustrated in the diagram below:</p>



Are the Sub-Fund, Managers, Trustee and relevant counterparties in Singapore and governed by Singapore law?

The Sub-Fund is established under the Singapore-domiciled umbrella fund, UETF, and is authorised under section 286 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”).

The Managers and the Trustee (HSBC Institutional Trust Services (Singapore) Limited) are incorporated in Singapore. The Managers hold a capital markets services licence under the SFA while the Trustee is an approved trustee under the SFA. Both entities are governed by Singapore law.

Rabobank is a cooperative with limited liability established under the laws of the Netherlands and is governed by Dutch laws.

Is your investment in the Sub-Fund secured by assets in Singapore?

No. However, please refer to the question below for details of the securities to be given to the Trustee as trustee for the Sub-Fund.

Is any aspect of the investments of the Sub-Fund that has a material impact on you governed by foreign law?

Yes.

It is expected that the P-Notes to be issued by Rabobank will be issued under Rabobank’s existing Structured Medium Term Note Programme governed by the laws of the Netherlands. The enforceability of the P-Notes will be dependent on, amongst other considerations, their validity under Dutch law.

To reduce the Sub-Fund’s exposure to Rabobank, Rabobank Hong Kong intends to post collateral for any value of the Tranche B P-Notes that is above one-third of the Deposited Property of the Sub-Fund, which will be placed into a trust or custodial account in Hong Kong.

To mitigate (amongst other things) the impact of winding-up or liquidation of Rabobank on the Sub-Fund, Rabobank Hong Kong will:

- (i) assign Rabobank Hong Kong’s rights under the Swap Agreement by way of security to the Trustee as trustee for the Sub-Fund; and
- (ii) charge and assign the collateral posted by Rabobank to the Trustee as trustee for the Sub-Fund.

While Rabobank Hong Kong’s rights under the Swap Agreement and the collateral have been assigned/charged to the Trustee as trustee for the Sub-Fund, there is a risk that the enforceability of such securities against Rabobank Hong Kong as assignor/chargor may be affected by Dutch law (the governing law of Rabobank Hong Kong).

In particular, in the event of winding-up or liquidation of Rabobank, while security rights can normally be enforced against Rabobank, enforcement of such security rights may be subject to certain restrictions under Dutch law. For instance, a temporary stay may be imposed during which the security may only be enforced with court consent or there may be a period within which the security will have to be enforced, failing which, the secured asset may be sold by the liquidator.

Further, the trust or custodial account being maintained in Hong Kong, Hong Kong laws may affect the enforceability of the assignment/charge of the collateral to the Trustee as trustee for the Sub-Fund.

In addition, the Swap Agreement and the assignment of Rabobank Hong Kong’s rights under the Swap Agreement are both governed under English law. Therefore, the enforceability of the Swap Agreement and the assignment will be dependent on, amongst other considerations, their validity under English law.

The net asset value of the Sub-Fund will be adversely affected to the extent that such securities are not effectively enforced.

What are the key risks of an investment in the Sub-Fund?

Risk of over-concentration – As it is intended that the Sub-Fund will initially have one P-Notes issuer (being Rabobank), the Sub-Fund may be subject to over-concentration risks of having a single counterparty and be exposed to a higher level of risk than portfolios diversifying their holdings across different issuers.

Counterparty Risks – Save as described in the question above, as the P-Notes will be unsecured obligations of the P-Notes issuer, the Sub-Fund will be exposed to the credit risk of the P-Notes issuer. In addition, as the obligations of Rabobank to make payments under the Tranche A P-Notes are limited to the amounts received by Rabobank Hong Kong from the Managers under the Swap Agreement, the Sub-Fund will also be exposed to the credit risk of the Managers (as swap counterparty under the Swap Agreement).

Market Risk/Volatility of Underlying Securities – Market volatility, lack of a liquid trading market and settlement difficulties in the A-Share markets may result in significant fluctuations in the price of A-Shares which may in turn adversely affect the price of the P-Notes and the net asset value of the Sub-Fund.

Possible Limited duration of the Sub-Fund – The P-Notes are of limited duration (the P-Notes issued at the launch of the Sub-Fund may settle automatically three (3) years after their issue) and the duration of the Sub-Fund depends on, amongst other things, the ability of the Sub-Fund to renew the term of the P-Notes held by it. In addition, the P-Notes may be redeemed early upon the occurrence of certain events under the terms and conditions of the P-Notes (for instance, an insolvency filing against the issuer of any of the securities comprising the Composite Portfolio – please refer to Appendix 5 for a further details on the risks and considerations associated with the P-Notes issued by Rabobank). In the event the Sub-Fund is terminated as a result, the final redemption amount of the P-Notes will be determined based on the Singapore dollar equivalent of the fair market value of the underlying basket of A-Shares and taking into account accrued but unpaid dividends (after deduction of applicable costs, expenses, charges, taxes and duties) subject to the relevant adjustments and deductions in accordance with the terms and conditions of the P-Notes. The Sub-Fund may suffer a substantial loss on its investment in the P-Notes in such an event. Investors should therefore note that they may not get back their original investments in the Sub-Fund.

Risks relating to the QFII investment quota – The investment quota of a QFII may be restricted, suspended or halted. Where insufficient investment quota is available, the supply of P-Notes will be affected and may result in the Sub-Fund being unable to create further units (because it is unable to purchase more P-Notes) and/or cause the units to trade at a premium to its net asset value.

Legal risks – There is a risk that the assignment/charge of Rabobank Hong Kong's rights under the Swap Agreement and the collateral to the Trustee as trustee for the Sub-Fund may not be enforceable (or enforcement may be restricted) under applicable laws (please refer to the question above for further details). The net asset value of the Sub-Fund will be adversely affected to the extent that such securities are not effectively enforced.

Tracking error risk – Tracking errors occur when funds are unable to track exactly the performance of their underlying indices. Due to its investment structure, the Sub-Fund may experience greater tracking error than typical exchange traded index funds.

UNITED FTSE/XINHUA CHINA A50 ETF

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UNITED FTSE/XINHUA CHINA A50 ETF

The **UNITED FTSE/XINHUA CHINA A50 ETF** (the “**Sub-Fund**”), a sub-fund under the **UETF** (the “**Fund**”), offered in this Prospectus is an authorised scheme under the Securities and Futures Act, Chapter 289 of Singapore (“**SFA**”). A copy of this Prospectus has been lodged with and registered by the Monetary Authority of Singapore (the “**MAS**”). The MAS assumes no responsibility for the contents of this Prospectus. The registration of this Prospectus by the MAS does not imply that the SFA or any other legal or regulatory requirements have been complied with. The MAS has not, in any way, considered the investment merits of the Sub-Fund. Unless otherwise stated, all terms not defined in this Prospectus have the same meanings as used in the Deed.

1. Basic Information

1.1 UNITED FTSE/XINHUA CHINA A50 ETF

The Fund is an open-ended umbrella fund constituted in Singapore on 8 October 2009. As at the date of registration of this Prospectus, the Sub-Fund is the only sub-fund established under the Fund and the Fund is presently offering units in the Sub-Fund (“**Units**”).

1.2 Date of Registration and Expiry Date of Prospectus

The date of registration of this Prospectus with the MAS is 15 October 2009. This Prospectus shall be valid for 12 months after the date of registration (i.e. up to and including 14 October 2010) and shall expire on 15 October 2010.

1.3 Trust Deed

1.3.1 The Fund and the Sub-Fund are established pursuant to a deed of trust dated 8 October 2009 (the “**Deed**”), and the parties to the Deed are UOB Asset Management Ltd as the managers (“**UOBAM**” or the “**Managers**”) and HSBC Institutional Trust Services (Singapore) Limited as the trustee (the “**Trustee**”).

1.3.2 The terms and conditions of the Deed shall be binding on each unitholder of the Sub-Fund (each a “**Holder**” and collectively the “**Holder**s”) and persons claiming through such Holder as if such Holder had been a party to the Deed and as if the Deed contained covenants on such Holder to observe and be bound by 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.

1.3.3 Copies of the Deed shall be made available for inspection free of charge, at all times during usual business hours at the operating address of the Managers at 80 Raffles Place, 6th Storey, UOB Plaza 2, Singapore 048624 and shall be supplied by the Managers to any person on application at a charge of S\$25 (exclusive of Singapore’s prevailing GST) per copy of the document (or such other amount as the Trustee and the Managers may from time to time agree in writing), such charge being payable to the Managers.

1.4 Accounts and reports

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

2. Management

The Managers of the Fund are UOB Asset Management Ltd, whose registered office is at 80 Raffles Place, UOB Plaza, Singapore 048624. The Managers will remain as the managers of the Fund until they retire or are removed or replaced in accordance with the provisions of the Deed.

2.1 The Managers

UOBAM is a wholly-owned subsidiary of United Overseas Bank Limited (“**UOB Ltd**”). Established on 17 January 1986 in Singapore, UOBAM has a paid-up share capital of S\$3 million as at 31 August 2009. UOBAM has been managing collective investment schemes and discretionary funds in Singapore for 23 years since 1986 and as of 31 August 2009 manages about S\$14.00 billion in clients’ assets. UOBAM also has investment operations in Malaysia and Thailand.

UOBAM offers global investment management expertise to institutions, corporations and individuals, through customised portfolio management services and unit trusts. As at 31 August 2009, UOBAM manages 47 unit trusts in Singapore, with total assets of about S\$2.67 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 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 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 103 awards for investments in local, regional and global markets, and across global sectors such as Banking and Finance, Technology, Healthcare, as well as Gold and Mining.

As at 31 August 2009, UOBAM has a staff strength of over 200, including 42 investment professionals in Singapore.

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

A list of other collective investment schemes that are currently managed by the Managers is set out in Appendix 1 of this Prospectus.

2.2 Directors of the Managers

Terence Ong Sea Eng

Mr Terence Ong Sea Eng of 16 Toh Avenue, Singapore 508042 is the Chairman and Chief Executive Officer of UOBAM. Mr Ong, who joined UOB Ltd in 1982, has overall responsibility for the management and growth of UOB Ltd's global treasury and fund management businesses. He holds a Bachelor of Accountancy from the University of Singapore and has more than 20 years of experience in treasury services and operations.

Yeo Eng Cheong

Mr Yeo Eng Cheong of 44 Shelford Road, #01-03, Singapore 288437 is a Director of UOBAM. He joined UOB Ltd in 1986. He leads and manages the UOB Ltd's Commercial Credit sector. Mr Yeo holds a Bachelor of Business Administration (Honours) from the University of Singapore. He is a career banker with more than 30 years of experience in credit and marketing, including 10 years with Chase Manhattan Bank (now known as JP Morgan Chase & Co).

Thio Boon Kiat

Mr Thio Boon Kiat of 16 Goldhill View, Singapore 308837 is the Managing Director and Chief Investment Officer of UOBAM, which he joined in November 1994. He graduated from the National University of Singapore with a Bachelor of Business Administration (Hons) and is also a Chartered Financial Analyst charterholder. Mr Thio has over 10 years of fund management experience and previously worked in the Special Investments Department in the Government of Singapore Investment Corporation Pte Ltd.

As Chief Investment Officer, Mr Thio's responsibilities at UOBAM include the overall investment performance of assets under management, managing the investment organisation at UOBAM, directing the development of the firm and development of the firm's investment philosophy and process.

A list of the directorships of the Directors of the Managers is set out in Appendix 1A of this Prospectus.

2.3 Portfolio Manager

The principal portfolio manager of the Managers who has been appointed to perform the investment management functions for the Fund is Chong Jiun Yeh.

Jiun Yeh joined UOBAM as Chief Investment Officer for Alternative Investments in March 2008. Jiun Yeh was formerly the Managing Director (Fund Management) and Co-Head of Portfolio Management for ST Asset Management ("STAM"). Prior to joining STAM, he was Head of Fixed Income and Currencies at OUB Asset Management, and has also spent part of his career with Newton Investment Management. Jiun Yeh has over 15 years of experience in managing equities, fixed income and structured finance portfolios, including emerging market sovereign and investment grade credits (cash and synthetic), G-7 bonds and currencies, as well as Asian equities. He has worked with rating agencies, insurers, investment partners and banks in structuring investment products and customizing solutions for investors. Jiun Yeh graduated with a Bachelor of Science (Estate Management), Honours degree from the National University of Singapore.

3. The Trustee and the Custodian

The trustee and custodian of the Fund is HSBC Institutional Trust Services (Singapore) Limited (Company Registration No.: 194900022R)(the "**Trustee**" and "**Custodian**") whose registered address is at 21 Collyer Quay #14-01 HSBC Building Singapore 049320 and operating address is at 21 Collyer Quay #10-01 HSBC Building Singapore 049320.

HSBC Institutional Trust Services (Singapore) Limited was incorporated on 24 February 1949 in Singapore and is licensed as a trust company under the Trust Companies Act, Chapter 336 of Singapore and presently has a paid up capital of S\$5.15 million out of an issued capital of S\$10.30 million consisting of 1,030,000 ordinary shares of S\$10.00 each.

The Trustee will remain as the trustee of the Fund until it retires or is removed or replaced in accordance with the provisions of the Deed.

4. Registrar

The registrar of the Fund is the Trustee (the "**Registrar**") and the register of Holders (the "**Register**") maintained by the Registrar can be inspected at 60 Alexandra Terrace, #10-12/13 The Comtech, Singapore 118502 during normal business hours (subject to such reasonable restrictions as the Trustee may impose).

For so long as the Units are listed, quoted and traded on the SGX-ST, the Managers shall appoint The Central Depository (Pte) Limited (Company Registration No.: 198003912M) (the “CDP”) as the unit depository for the Sub-Fund, and all Units issued and available for trading will be represented by entries in the Register of Holders kept by the Registrar in the name of, and deposited with, CDP as the registered Holder of such Units. The Managers or the Registrar shall issue to CDP not less than five (5) Business Days after the issue of Units a confirmation note confirming the date of issue and the number of Units so issued, and if applicable, also stating that the Units are issued under a moratorium and the expiry of such moratorium.

5. Other Parties

5.1 Auditors

The auditors of the Fund are PricewaterhouseCoopers LLP, whose office is at 8 Cross Street, #17-00, PWC Building, Singapore 048424.

5.2 Market Maker

A market maker is an entity registered by the SGX-ST as a designated market maker to act as such by making a market for the Units in the secondary market on the SGX-ST. A market maker's obligations include quoting bid prices to potential sellers and offer prices to potential buyers when there is a wide spread between the prevailing bid prices and offer prices for Units on the SGX-ST. Market makers accordingly aim to facilitate the efficient trading of Units by providing liquidity in the secondary market when it is required in accordance with the market making requirements of the SGX-ST. Subject to applicable regulatory requirements, the Managers intend to appoint at least one market maker for the Sub-Fund to facilitate efficient trading in the secondary market.

It is currently intended for the market maker for the Sub-Fund to be Coöperative Centrale Raiffeisen-Boerenleenbank B.A. (a cooperative with limited liability established under the laws of the Netherlands) (hereinafter known as “**Rabobank**”) acting through its Hong Kong branch (hereinafter known as “**Rabobank Hong Kong**”). Any change to the market maker will be announced on the SGXNET and on the Managers' website.

5.3 Participating Dealers

The role of a Participating Dealer is to facilitate the issue, realisation and cancellation of Units in the Sub-Fund from time to time. Outside of the Initial Offer Period (as defined in paragraph 10.1.1), it is intended that other than Designated Market Makers, the Participating Dealers shall be the only persons allowed to subscribe for and realise Units directly with the Managers. Therefore any subscription or realisation of Units by Holders must be made through a Participating Dealer (whether directly or through stockbrokers), unless otherwise allowed by the Managers.

A list of current Participating Dealers may be obtained from the Managers' website at uobam.com.sg.

5.4 Index Provider

The index provider is FTSE/Xinhua Index Limited (“**FTSE/Xinhua**” or the “**Index Provider**”), a joint venture company between FTSE Group (“**FTSE**”) and Xinhua Finance Limited (“**Xinhua**”). Each of FTSE, Xinhua and FTSE/Xinhua are independent of the Managers. The Index Provider has granted the Managers the non-exclusive right to use the FTSE/Xinhua China A50 Index (the “**China A50 Index**”) in connection with the Sub-Fund.

FTSE/Xinhua China A50 Index

The China A50 Index comprises the top 50 A Share companies by market capitalisation and was launched on 21 July 2003. It is a total return index which means that the net dividends of the constituent securities of the China A50 Index are reinvested. The China A50 Index is denominated in Hong Kong Dollars and published at the end of each day. The China A50 Index is also calculated in Chinese Yuan (CNY) and published every 15 seconds throughout the day. The China A50 Index operates under clearly defined rules published by the Index Provider and is a tradable index with liquidity. In addition, the China A50 Index covers both the Shanghai and Shenzhen markets.

Index Construction

Securities eligible for inclusion in the China A50 Index include equity securities issued by companies incorporated in China, and listed in the form of A-Shares. A-Shares are listed on the Shanghai Stock Exchange or the Shenzhen Stock Exchange and are denominated in CNY. The weighting of a company in the China A50 Index is intended to be a reflection of the current importance of that company in the market as a whole. Stocks are selected and weighted according to market capitalisation according to the same consistent methodology that is applied to all FTSE/Xinhua A Index Series. A company is heavily weighted in the China A50 Index if it has a relatively larger market capitalisation than the rest of the constituents in the China A50 Index. The constituents of the China A50 Index are frequently reviewed by the Index Provider to ensure that the China A50 Index continues to reflect the state and structure of the underlying market it measures.

Please see Appendix 2 for a list of all of the constituent stocks in the China A50 Index as at 31 August 2009 and Appendix 3 for a description of some of the key Ground Rules (as defined in Appendix 3) applicable to the China A50 Index.

Calculation Times

The China A50 Index opens at 9.30 a.m. (Singapore time) and closes at 3.15 p.m. (Singapore time) each day on which the Shenzhen Stock Exchange and Shanghai Stock Exchange are open. The China A50 Index is calculated and is updated continuously every 15 seconds until the market closes. The China A50 Index is published as end of day values in USD, Hong Kong dollars and CNY. The composition of the China A50 Index is reviewed quarterly every January, April, July and October.

The trading hours of both the Shanghai Stock Exchange and the Shenzhen Stock Exchange are the same and both exchanges are open from Monday to Friday each week. The morning session is 9.15 a.m. (Singapore time) to 9.25 a.m. (Singapore time) being the time for centralised competitive pricing and 9.30 a.m. (Singapore time) to 11.30 a.m. (Singapore time) being the time for consecutive bidding. The afternoon session is 1.00 p.m. (Singapore time) to 3.00 p.m. (Singapore time) being the time for consecutive bidding. The markets are closed on Saturdays and Sundays and other holidays announced by each exchange respectively. For further information concerning the Shanghai Stock Exchange, investors may visit <http://www.sse.com.cn> and concerning the Shenzhen Stock Exchange, investors may visit <http://www.szse.cn>.

The table below sets out the various commencement and closing times of the SGX-ST, the Shanghai Stock Exchange, the Shenzhen Stock Exchange and the China A50 Index:

	Trading of Units of the Sub-Fund on the SGX-ST	Operating times of the China A50 Index	Shanghai Stock Exchange Shenzhen Stock Exchange
Opening Time	9:00 a.m. (Singapore time)	9:30 a.m. (Singapore time)	9.30 a.m. (Singapore time)
Closing Time	5:00 p.m. (Singapore time)	3:15 p.m. (Singapore time)	3.00 p.m. (Singapore time)

6. Structure of the Sub-Fund

The Sub-Fund offered in this Prospectus is a Singapore-dollar denominated open-ended non-specialised unit trust established under the umbrella structure of the Fund which is constituted in Singapore.

7. Investment Objective, Focus and Approach

7.1 Investment Objective

The investment objective of the Sub-Fund is to provide investment results that, before fees, costs and expenses (including any taxes and withholding taxes), closely correspond to the performance of the China A50 Index.

The investment objective of the Sub-Fund will be adhered to for at least three (3) years following the first registration of this Prospectus, unless otherwise agreed by the Holders by way of a special resolution at a general meeting.

Investors should note that there is no guarantee that the Sub-Fund's investment objective will be achieved.

7.2 Investment Focus and Approach

Currently, the underlying securities to which the China A50 Index relates, may not be directly invested by a non People's Republic of China ("PRC" or "China" or "Chinese", as the context may require) person, such as the Sub-Fund, unless the person is a Qualified Foreign Institutional Investor ("QFII") approved by the China Securities Regulatory Commission.

Therefore, in order to meet the investment objective, the Sub-Fund will invest in a type of market access product known as participatory notes (the "P-Notes") to be issued by suitably rated P-Notes issuer(s), which will be linked to a composite portfolio (the "Composite Portfolio") comprising of an underlying basket of the A-Shares held by the relevant QFII and designed to track as closely as possible, before fees, costs and expenses (including any taxes and withholding taxes), the performance of the China A50 Index.

The Sub-Fund does not currently intend to invest in options, warrants, commodities, futures contracts and precious metals.

7.2.1 Description of the Composite Portfolio

The Composite Portfolio will be constructed by the Managers such that the performance of the Composite Portfolio will closely correspond, before fees, costs and expenses (including any taxes and withholding taxes), to the performance of the underlying basket of A-Shares held by the relevant QFII as well as the China A50 Index.

If the Managers are of the view that constructing the Composite Portfolio in the manner described above to replicate the China A50 Index is not the most efficient means to track the China A50 Index, having regard to inter alia the number of securities constituting the China A50 Index, the liquidity of such securities, any restrictions on the ownership of securities, high transaction expenses and other trading costs, and tax and other regulatory restrictions, the Managers may decide to construct the Composite Portfolio in such a manner that, in the aggregate, the fundamental investment characteristics of the Composite Portfolio are consistent with those of the China A50 Index. Over time, the Managers may alter (or "rebalance") the Composite Portfolio to reflect changes (if any) in or to be more in line with the performance and characteristics of the China A50 Index. The Managers will review the Composite Portfolio regularly and will adjust it, when necessary, to conform to changes in the composition of the China A50 Index.

7.2.2 Description of the P-Notes

In summary, the P-Notes are financial derivative instruments the value of which is derived from the prices or values of the underlying securities to which the P-Notes are linked (in this case the underlying securities are the constituent securities comprising the Composite Portfolio, being the underlying basket of A-Shares constructed by the Managers).

Typically, the value of the P-Notes will correspond with the value of the Composite Portfolio to which the P-Notes are linked, such that the value of the P-Notes will rise and fall proportionately with that of the Composite Portfolio in normal market conditions.

In the case of the Sub-Fund, the P-Notes issued to the Sub-Fund will provide the Sub-Fund with the economic performance which is approximately equivalent to holding the constituent securities comprising the Composite Portfolio held by the relevant QFII. The P-Notes represent the obligations of the P-Notes issuer and do not provide any legal, beneficial or equitable entitlement or interest in the constituent securities comprising the Composite Portfolio to which the P-Notes are linked or the China A50 Index itself.

Essentially, for so long as the P-Notes issuer(s) honour their obligations under the P-Notes held by the Sub-Fund, (unless the P-Notes are limited recourse obligations, in which case, depending on the performance of the rights or assets recourse is limited to) the commercial terms of the P-Notes should deliver substantially the same economic performance to the Sub-Fund as holding the constituent securities comprising the Composite Portfolio, before deduction of fees, costs and expenses charged by the relevant P-Notes issuer as well as the withholding taxes as described in paragraph 8.2. The duration of the P-Notes is for such period as may be agreed by the Managers with the respective P-Notes issuers. Upon maturity or early redemption of the P-Notes, the P-Notes may only be redeemed in cash and the amount payable by the P-Notes issuer at redemption will be determined in accordance with the terms and conditions of the P-Notes.

Typically, the valuation of the P-Notes will be made by the party appointed by the relevant P-Notes issuer. Currently, the party who will value the P-Notes issued by Rabobank is Rabobank Hong Kong.

After becoming aware of the occurrence of an Event of Default (as defined in the terms and conditions of the P-Notes), the Managers shall promptly notify the Trustee of such occurrence.

7.2.3 First P-Notes Issuer

It is currently intended that the first P-Notes issuer will be Rabobank which has a current credit rating of “AAA” by Standard and Poor’s and “Aaa” by Moody’s Investors Service. The Sub-Fund will therefore be exposed to the concentration risk of having a single counterparty at the early stage of the Sub-Fund (please refer to paragraph 9.2.3 for more details). However, the Managers intend to diversify the number of, and the relative exposure of the Sub-Fund to, various suitably rated P-Notes issuers in future when it is economically viable for the Sub-Fund to do so.

It is expected that the P-Notes to be issued by Rabobank will be issued under Rabobank’s existing Structured Medium Term Note Programme (the “**MTN Programme**”) governed by the laws of the Netherlands. An offering circular in respect of the MTN Programme has been approved by the Netherlands Authority for the Financial Markets (Autoriteit Financiële Markten) in its capacity as competent authority under the Dutch securities laws, in accordance with the provisions of the prospectus directive (Article 5.4 of Directive 2003/71/EC) and the applicable Dutch securities laws. The enforceability of the P-Notes will therefore be dependent on, amongst other considerations, their validity under Dutch law.

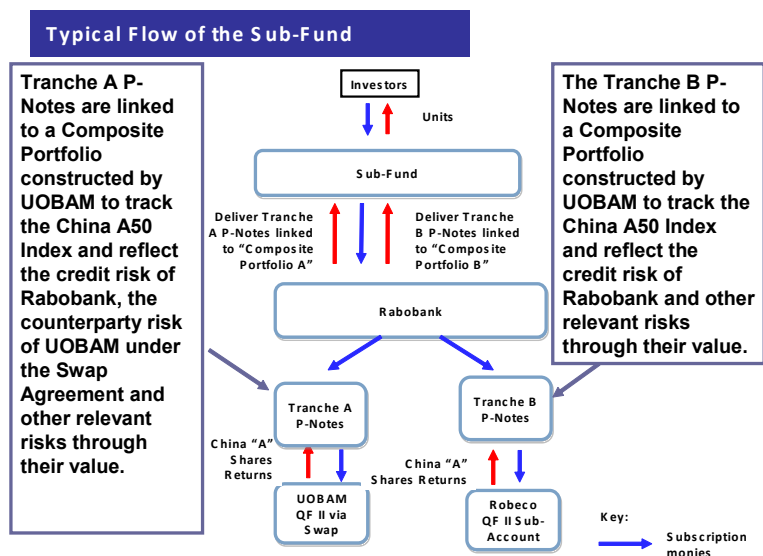
It is intended that the P-Notes to be issued by Rabobank will initially have a tenor of three (3) years and the parties will endeavour to renew the term of the P-Notes for an additional three (3) year term, subject to inter alia, limits imposed on QFIIs in relation to the holding of A-Shares and any material changes to PRC laws and regulations relating to investment in PRC securities.

Due to the investment quota accorded to a QFII, it is intended that two tranches of P-Notes will be issued by Rabobank. One tranche will be in respect of the Composite Portfolio the value of which closely corresponds to the performance of the underlying basket of A-Shares held via the QFII quota accorded to UOBAM which will be allowed for utilisation by Rabobank Hong Kong in respect of the P-Notes issued to the Sub-Fund pursuant to a swap agreement (the “**Swap Agreement**”) to be entered into between Rabobank Hong Kong and UOBAM (the “**Swap Counterparty**”) (the “**Tranche A P-Notes**”) (please refer to paragraph 9.2.3 for more details on the Swap Agreement), and the other tranche will be in respect of the Composite Portfolio the value of which closely corresponds to the performance of the underlying basket of A-Shares held via the QFII quota accorded to Robeco Institutional Asset Management B.V. (“**Robeco**”), a wholly-owned subsidiary of Rabobank (the “**Tranche B P-Notes**”).

The Swap Agreement will facilitate the pass-through of the economic benefits of the basket of A-Shares held by UOBAM under the QFII quota accorded to UOBAM by providing synthetic exposure for Rabobank Hong Kong (as the Hong Kong branch of the P-Notes issuer of the Tranche A P-Notes) to the Composite Portfolio whereby Rabobank Hong Kong will pay an initial funding amount to the Swap Counterparty in return for payments from the Swap Counterparty based on the return of the securities constituting the Composite Portfolio, which includes (i) the income such securities generate and (ii) if the price of such securities appreciates over the life of the Swap Agreement, the capital gains from such securities (together with its initial funding amount) and if the price of the securities constituting the Composite Portfolio falls over the life of the Swap Agreement, an amount (which may be zero) based on its initial funding amount less the capital losses from such securities.

The Tranche A P-Notes will be limited recourse obligations of Rabobank and will not be obligations or responsibilities of, or guaranteed by, any other person or entity. This means that the amount payable by Rabobank to the Sub-Fund under the Tranche A P-Notes is limited to amounts realised under and/or from the Swap Agreement (please refer to paragraph 3 of Appendix 5 under the sub-headings “Limited Recourse” and “Reliance on creditworthiness of other parties” for further details).

For the purpose of illustration, please see below a diagram showing the investment strategy of the Sub-Fund with Rabobank as the only P-Notes issuer to the Sub-Fund:



At the early stage of the Sub-Fund, when the Sub-Fund is only able to invest in the P-Notes issued by Rabobank, the Managers may at their absolute discretion invest either:

- (i) up to 100% of the Deposited Property of the Sub-Fund in Tranche B P-Notes only; or
- (ii) up to one-third of the Deposited Property of the Sub-Fund in Tranche A P-Notes and the remaining Deposited Property of the Sub-Fund in Tranche B P-Notes.

Please refer to paragraph 9.2.3 below for details on how the Managers intend to mitigate the counterparty risk exposure to the Rabobank group arising from such investment.

If and when the size of the Sub-Fund grows to approximately US\$75 million and beyond, the Managers intend to diversify the number of, and the relative exposure of the Sub-Fund to, various other suitably rated P-Notes issuers. However, investors should note that in the event this diversification does not occur, the Sub-Fund will remain subject to over-concentration risks as further described in paragraph 9.2.3 below.

The Managers may from time to time decide to invest more than one-third of the Deposited Property of the Sub-Fund in Tranche A P-Notes in accordance with such conditions as such relevant authorities may in their discretion impose. In such an event, the Managers will notify the Holders and announce on the SGXNET and take such necessary action as required in accordance with the relevant laws and regulations.

7.2.4 Future Changes

Should it become possible under PRC laws and practicable for the Sub-Fund to hold the underlying A-Shares comprised in the China A50 Index directly, through a segregated sub-account or in some other manner without restriction, the Managers may, with the agreement of all relevant parties to the Sub-Fund (including each Participating Dealer and the Trustee), take such steps as would enable the Sub-Fund to hold or have an equitable interest directly in the A-Shares constituting the China A50 Index instead of, or in addition to, the P-Notes. Where the Managers, the other relevant parties to the Sub-Fund and, where necessary, the relevant authorities consider such conversion feasible, the Managers will notify the Holders and announce on the SGXNET and take such necessary action as required in accordance with the Deed.

8. Fees, Charges and Expenses

8.1 Fees and Charges Payable by Investors / Participating Dealers / Designated Market Makers

8.1.1 During the Initial Offer Period

Fees and Charges Payable by Investors

The fees and charges payable by investors subscribing for Units during the Initial Offer Period are summarised as follows:

Subscriptions through ATM Applications	
Application fee	S\$2.00 per ATM Application
Subscriptions through Participating Dealers (either directly or through stockbrokers)	
Fees and charges (including brokerage fees and charges)	<i>Market rates - investors will have to pay the applicable fees and charges (including any applicable brokerage fees and charges) in respect of applications through the relevant Participating Dealer (either directly or through stockbrokers)</i>

Investors should note that there will be a Transaction Fee that a Participating Dealer would have to pay to the Trustee and Duties and Charges that may be payable by a Participating Dealer in respect of each Creation Application (please see table below for details) and such Transaction Fee and Duties and Charges may ultimately be passed on to and borne by the investors. Investors who subscribe for Units through a Participating Dealer (either directly or through a stockbroker) should therefore consult the relevant Participating Dealer or stockbroker for the actual amount of the fees and charges that would be payable to the relevant Participating Dealer and/or stockbroker for assisting investors with their subscription applications.

Fees and Charges Payable by Participating Dealers / Designated Market Makers

The fees and charges payable by the Participating Dealer applying for the Units (for its own account or on behalf of the investors) and the Designated Market Maker applying for the Units (for its own account) during the Initial Offer Period are summarised as follows:

Creation Application by Participating Dealer / Designated Market Maker	
Transaction Fee (applicable for each Creation Application)	S\$2,000 per Application*

* A sum which the Managers consider represents the appropriate provision for the Duties and Charges payable in respect of the Creation Application may also be charged to the Participating Dealers and the Designated Market Makers.

8.1.2 After the Initial Offer Period

Fees and Charges Payable by Investors

The fees and charges payable by investors dealing or trading in the Units on the SGX-ST or subscribing or redeeming Units through the Participating Dealers (either directly or through stockbrokers) are summarised as follows:

Dealing or trading in the Units on the SGX-ST	
Subscription/Redemption fee	Nil
Clearing fee	SGX-ST clearing fee of 0.04% of the transaction value, up to a maximum of S\$600 and subject to GST ¹
Trading fee	SGX-ST trading fee of 0.0075% of the transaction value, subject to GST
Brokerage fees and charges	<i>Market rates - investors will have to pay the applicable brokerage fees and charges of the relevant stockbroker.</i>
Subscriptions / redemptions through Participating Dealers (either directly or through stockbrokers)	
Participating Dealer fee	0.3% of the transaction value, subject to a minimum of S\$3,000*
Fees and charges (including brokerage fees and charges)	<i>Market rates - investors will have to pay the applicable fees and charges (including any applicable brokerage fees and charges) of the relevant Participating Dealer and/or stockbroker.</i>

* Payable to a Participating Dealer by investors submitting a subscription or redemption application directly to a Participating Dealer. Where a subscription or redemption application is made by an investor through his stockbroker (who will in turn submit the subscription or redemption application to a Participating Dealer), the Participating Dealer will charge the stockbroker a Participating Dealer fee which will likely be ultimately passed to the investor. Investors should therefore contact the relevant stockbroker for the applicable terms and conditions for assisting them with their applications to the Managers through a Participating Dealer.

¹ Singapore's current prevailing GST rate is 7.0%

Fees and Charges Payable by Participating Dealers / Designated Market Makers

The fees and charges payable by Participating Dealers and Designated Market Makers to subscribe for or redeem Units are summarised as follows:

Creation of Units:	
Transaction Fee ² (applicable for each Creation Application)	S\$2,000 per Application for the first 12 months after Sub-Fund is launched and S\$3,000 thereafter subject to a maximum of S\$3,000*
Application Cancellation Fee ³ (only if applicable)	S\$2,000 per Application for the first 12 months after Sub-Fund is launched and S\$3,000 thereafter, and subject to Cancellation Compensation ⁴ (if applicable)
Partial Delivery Request Fee ⁵ (only if applicable)	S\$2,000 per Application for the first 12 months after Sub-Fund is launched and S\$3,000 thereafter
Redemption of Units:	
Transaction Fee ² (applicable for each Redemption Application)	S\$2,000 per Application for the first 12 months after Sub-Fund is launched and S\$3,000 thereafter and subject to a maximum of S\$3,000*
Application Cancellation Fee ³ (only if applicable)	S\$2,000 per Application for the first 12 months after Sub-Fund is launched and S\$3,000 thereafter and subject to Cancellation Compensation ⁶

* A sum which the Managers consider represents the appropriate provision for the Duties and Charges payable in respect of the Creation Application or Redemption Application (as the case may be) may also be charged to the Participating Dealers and the Designated Market Makers.

Investors who wish to subscribe for or redeem their Units in the primary market should approach a Participating Dealer (either directly or through a stockbroker) to assist them with their applications to the Managers. Please note that the abovementioned fees payable by Participating Dealers in the creation of Units and redemption of Units may ultimately be passed on to and borne by the investors. Investors should also note that there may be brokerage fees and other charges in addition to the abovementioned fees that may be imposed by Participating Dealers and/or stockbrokers on the investors for assisting them with their applications. Thus, investors should consult the relevant Participating Dealer for the applicable terms and conditions for assisting them with their applications to the Managers or the relevant stockbroker for the applicable terms and conditions for assisting them with their applications to the Managers through a Participating Dealer, as the case may be. The Participating Dealers are under no obligation to accept any instructions to create or redeem Units on behalf of any investors.

8.2 Fees and Charges Payable by the Sub-Fund

The fees and charges payable by the Sub-Fund are summarised as follows:

Managers' fee*	Currently 0.45% p.a. of the NAV of the Sub-Fund Maximum 1.50% p.a. of the NAV of the Sub-Fund
Trustee fee**	Currently up to 0.10% p.a. of the NAV of the Sub-Fund, subject to a minimum monthly fee of S\$3,500 and a one-time inception fee of S\$5,000 Maximum 0.25% p.a. of the NAV of the Sub-Fund, subject to a minimum monthly fee of S\$3,500
Index Provider fee	Currently an annual amount equivalent to 15% of TER ⁷ multiplied by the NAV of the Sub-Fund
Maintenance fee***	Currently 0.30% p.a. of the average net asset value of the Composite Portfolio
P-Notes transaction fee****	Currently 0.40% per transaction
Audit fees, transaction fee for posting of the collateral***** and other fees and charges	Subject to agreement with the relevant parties. Each fee or charge may exceed 0.10% p.a. of the NAV of the Sub-Fund, depending on the proportion that each fee or charge bears to the NAV of the Sub-Fund

* Managers' fee

The Managers are entitled to receive a management fee, currently at the rate of 0.45% p.a. of the NAV of the Sub-Fund.

² A Transaction Fee (which excludes any applicable Duties and Charges and out-of-pocket expenses) is payable by the Participating Dealer to the Trustee for its own benefit.

³ An Application Cancellation Fee is payable by the Participating Dealer to the Trustee for its own benefit pursuant to paragraph 10.2.3 below.

⁴ Cancellation Compensation" is described in paragraph 10.4.2(iii) below.

⁵ A Partial Delivery Request Fee is payable by the Participating Dealer to the Trustee for its own benefit, pursuant to paragraph 10.4.2(i) below. Such fee is payable by the Participating Dealer on each occasion that the Managers grant the Participating Dealer's request for partial delivery of the P-Notes and/or partial payment of the cash amounts in respect of a Creation Application for the benefit of the Trustee.

⁶ Cancellation Compensation" is described in paragraph 11.2.2 below.

⁷ The TER or the Total Expense Ratio of the Sub-Fund is to be calculated based on the Guidelines on Calculation of Expense Ratio issued by Investment Management Association of Singapore (IMAS), including, but not limited to, management fee and SGX-ST listing fees. The TER does not include brokerage and other transactions costs associated with the purchase and sales of investments and marketing expenses related to the Sub-Fund. For purposes of calculating the Index Provider fee, the TER used will not include the Index Provider fee.

Under the terms of the Deed, the Managers may, on giving not less than one month's notice to the Trustee and the Holders, increase the rate of the management fee payable up to or towards the maximum rate of 1.50% p.a. of the NAV of the Sub-Fund.

The management fee is accrued daily and calculated as at each Dealing Day and payable monthly in arrears.

**** Trustee fee**

The Trustee is entitled to receive a Trustee fee of up to 0.10% p.a. of the NAV of the Sub-Fund, subject to a minimum monthly fee of S\$3,500. Currently, the Trustee fee includes the fees and charges payable to the Trustee for keeping and maintaining the Register and for the provision of fund valuation and accounting services in relation to or in connection with the Sub-Fund. Investors should note however that under the terms of the Deed, such registrar and valuation and accounting fees and charges may in future be separately payable out of the Deposited Property of the Sub-Fund.

The Trustee fee is accrued daily and calculated as at each Dealing Day and payable monthly in arrears.

***** Maintenance fee**

As QFII holders are governed by a set of strict regulations imposed by PRC regulators, expenses are incurred by QFII holders in maintaining their QFII quota (for example, resources used to monitor their QFII investments, file mandatory reports on a regular basis and to hire additional staff to ensure daily compliance with the QFII rules and regulations). Therefore, in return for the use of the QFII holders' QFII quota (which the QFII holders could otherwise utilize for their own purpose), the Managers will charge the Sub-Fund a maintenance fee for the purpose of covering the expenses incurred by the QFII holders in maintaining their QFII quota. The maintenance fee currently amounts to 0.30% p.a. of the average net asset value of the Composite Portfolio, accrued daily and calculated as at each Dealing Day and payable quarterly in arrears.

****** P-Notes transaction fee**

The P-Notes issuer is entitled to charge a 0.40% transaction fee on the aggregate principal amount of the P-Note for each purchase and redemption of each P-Note acquired for the Sub-Fund.

In addition, investors should note that the terms of the P-Notes allow for certain costs and expenses to be deducted from the redemption amount of the P-Notes. Please refer to Appendix 5 under the heading "Costs and expenses will be deducted from the redemption value of the P-Notes" for further information.

******* Transaction fee for posting of the collateral**

Transaction costs related to the posting of collateral into the trust or custodial account (as described in paragraph 9.2.3(c) below) could amount from 0.05% to 0.25% per quarter (equivalent to 0.20% to 1.00% per annum) of the value of the posted collateral.

Withholding for potential capital gains tax

Investors should also note that Rabobank will deduct a provisional capital gains tax amount in SGD equal to 10% of the aggregate of any realised or unrealised gains on each security constituting the Composite Portfolio per transaction directly or indirectly related to the hedging of the P-Notes from the redemption amount on maturity or early redemption of the P-Notes and withhold such amount to account for any potential capital gains tax paid or payable in the PRC in respect of gains on the securities constituting the Composite Portfolio (which will be returned to the Sub-Fund on the date falling on the fifth year after the issue date of the relevant P-Notes to the extent such capital gains tax are not paid, payable, announced, required or determined to be payable to any PRC tax or other relevant authorities in accordance with applicable PRC laws, rules and regulations). All amounts of capital gains tax actually levied by the taxing authority of the PRC before the date falling on the fifth year after the issue date of the relevant P-Notes which is in excess of the provisional capital gains amount withheld shall be paid to Rabobank out of the assets of the Sub-Fund (and only to the extent available), and provided that the Sub-Fund is still in existence as at the date of the Trustee's receipt of Rabobank's request for payment of such excess amount.

Please refer to paragraph 2 of Appendix 5 under the sub-heading "Capital gains tax" for further details.

General Expenses

Any promotional expenses incurred by any marketing agents and any fees imposed by such marketing agents on their customers investing in the Sub-Fund will not be paid (either in whole or in part) out of the assets of the Sub-Fund.

All the expenses incurred in connection with the convening of meetings of Holders and all other transactional costs and operating costs (relating to the administration of the Sub-Fund) and other out-of-pocket expenses shall be paid out of the assets of the Sub-Fund in accordance with the Deed.

8.3 Cost of Establishment of the Sub-Fund

Investors should note that the costs of establishing the Sub-Fund (including the Trustee's one time inception fee), the costs of preparation of this Prospectus, the costs of seeking and obtaining authorisation from the MAS as well as the SGX-ST listing and all initial legal fees and expenses and printing costs in respect of the Sub-Fund (including the legal fees and expenses incurred by UOBAM (as the Swap Counterparty and as the Managers) and by the Trustee) (the "**Cost of Establishment of the Sub-Fund**") borne by the Sub-Fund have not exceeded S\$750,000. The Cost of Establishment of the Sub-Fund will be amortised over a period of three (3) years from the date when the initial Units are issued.

Investors should be aware that amortisation of preliminary expenses is not in compliance with Recommended Accounting Practice 7: Reporting Framework for Unit Trusts issued by the Institute of Certified Public Accountants of Singapore (“RAP 7”), which requires such expenses to be written off as incurred. However, if the impact of the different treatment between the Prospectus and RAP 7 is material, a note disclosure may be made in the financial statements of the Sub-Fund to provide a reconciliation of the impact of this difference on the accounting NAV and pricing NAV.

9. Risk Factors

9.1 General risks

Investors should consider and satisfy themselves as to the risks of investing in the Sub-Fund. An investment in the Sub-Fund is meant to produce returns over the long-term. Investors should not expect to obtain short-term gains from such investment. Investors should note that the value of Units, and the income accruing to the Units, may fall or rise and that investors may not get back their original investment. Past performance is not indicative of future performance. The Net Asset Value of the Sub-Fund will change with changes in the market value of the investments it holds. There can be no assurance that the Sub-Fund will achieve its investment objective or that an investor will achieve profits or avoid losses, significant or otherwise. The capital return and income of the Sub-Fund is based on the capital appreciation and income on its investments, less expenses incurred. The Sub-Fund’s return may fluctuate in response to changes in such capital appreciation or income. Furthermore, the Sub-Fund may experience volatility and decline in a manner that broadly corresponds with the underlying China A50 Index.

9.2 Specific risks

9.2.1 Investment in the Sub-Fund is not the same as direct investment in the A-Shares

In order that the Sub-Fund may track the China A50 Index, the Sub-Fund will acquire, hold and dispose of P-Notes linked to the Composite Portfolio that correspond to the performance of the China A50 Index. The A-Shares, the underlying securities that comprise the China A50 Index, may not be directly invested by a non PRC person, such as the Sub-Fund, unless the person is a QFII. Accordingly, in order to meet its investment objective, the Sub-Fund will purchase P-Notes from, and sell P-Notes to, the P-Notes issuer(s). The P-Notes do not provide any legal, beneficial or equitable entitlement or interest in constituent securities comprising the Composite Portfolio to which the P-Notes are linked. Investors should therefore note that an investment in the Sub-Fund is not the same as owning the constituent A-Shares of the China A50 Index. The Holders will not have any proprietary or beneficial interest in such A-Shares. As the P-Notes are the obligations of the relevant P-Notes issuer, rather than a direct investment in A-Shares, the Sub-Fund may suffer losses potentially equal to the full value of the P-Notes if the P-Notes issuer fails to perform its obligations under the P-Notes.

9.2.2 Counterparty risk of the P-Notes Issuers

The P-Notes constitute direct, unsubordinated and unsecured contractual obligations of the issuer of the P-Notes (save as described in paragraph 9.2.3 below). The P-Notes do not provide the Sub-Fund (or the Managers) with any legal or equitable interest of any type in the underlying A-Shares comprising the China A50 Index. The value of the Sub-Fund’s assets will therefore depend on the credit risk of each of the P-Notes issuer(s) of the P-Notes held by the Sub-Fund (unless the P-Notes are limited recourse obligations, in which case, its value will also depend on the credit risk of other entities, for example, in the case of the Tranche A P-Notes, the credit risk of UOBAM as Swap Counterparty). Any insolvency event in relation to, or other failure to perform obligations under the P-Notes or related agreement of, any of the P-Notes issuer(s) will have an adverse impact on the Net Asset Value of the Sub-Fund. The Sub-Fund is subject to counterparty risk associated with each P-Notes issuer and may suffer losses up to the full value of the P-Notes issued by a P-Notes issuer if such P-Notes issuer fails to perform its obligations under the P-Notes. Any loss would result in a reduction in the Net Asset Value of the Sub-Fund and impair the ability of the Sub-Fund to achieve its investment objective to track the China A50 Index. In the event of a default by a P-Notes issuer, dealing in Units may be suspended and the Sub-Fund may ultimately be terminated.

9.2.3 Over-concentration risk

As a result of having the possibility of a significant proportion of the assets of the Sub-Fund being placed with a single or small number of P-Notes issuer(s), the default or insolvency of such P-Notes issuer(s) would accordingly adversely affect the ability of such P-Notes issuer(s) to meet their payment obligations to the Sub-Fund. The default in payment by such P-Notes issuer(s) in relation to the P-Notes would substantially affect the Sub-Fund’s ability to meet payment obligations in relation to any return to its investors.

The non-specialised funds investment guidelines set out in the Code require that investments in securities issued by a single issuer should not exceed 10% of the deposited property of a fund (“**10% single issuer limit**”) while investments in securities issued by a group of companies (defined as a company, its subsidiaries, fellow subsidiaries and its holding company) should not exceed 20% of the deposited property of a fund (“**20% single group limit**”). As a structured product fund, the 10% single issuer limit and the 20% single group limit (“**single issuer and group limits**”) in respect of the Sub-Fund may be increased to one-third of its deposited property subject to the issuer of the securities meeting certain rating requirements as prescribed under the Code.

Investors should note in particular that the Managers have sought and obtained the MAS’ approval to waive the one-third single issuer and group limits that would otherwise be applicable to the Sub-Fund as a structured product fund under Annex 1a of the Code, as the Sub-Fund may invest all of its deposited property in the P-Notes issued by Rabobank.

In such event, the Sub-Fund may therefore be subject to over-concentration risks and as such be exposed to a higher level of risk than portfolios diversifying their holdings across different issuers in accordance with the 10% single party and 20% single group limits for non-specialised funds under Appendix 1 of the Code and the one-third single issuer and group limits for structured product funds under Annex 1a of the Code (as described above).

It is intended that Rabobank or its related entity will re-purchase the P-Notes upon request by the Sub-Fund at prevailing market prices as determined by Rabobank or its related entity, as the case may be, taking into account all relevant factors.

Mitigation of single issuer risk

However, the Managers may notably reduce the Sub-Fund's concentration risk to Rabobank in the event that it is or remains the only P-Notes issuer to the Sub-Fund to mitigate (amongst other things) the impact of winding-up or liquidation of Rabobank on the Sub-Fund as follows:

- (a) with respect to the Tranche A P-Notes, Rabobank Hong Kong will enter into the Swap Agreement with UOBAM (in its capacity as the QFII holding the basket of A-Shares) for the purpose of hedging Rabobank's exposure under the Tranche A P-Notes, whereby Rabobank Hong Kong may give instructions to UOBAM to buy and sell specific A-Shares, and to undertake other functions incidental to the purpose of constructing a portfolio. However, in order to minimise the Sub-Fund's credit exposure to Rabobank, all rights of Rabobank Hong Kong (including all moneys payable to Rabobank Hong Kong) against the Swap Counterparty under the Swap Agreement will be assigned by way of security to the Trustee as trustee for the Sub-Fund. UOBAM may have a right to terminate the Swap Agreement upon certain events (including upon any redemption in full or termination of the Tranche A P-Notes as a result of a default by Rabobank of its obligations under the Tranche A P-Notes) and in the event that the Swap Agreement is so terminated, a net amount payable by one party to the other will be determined in accordance with the Swap Agreement and if instructed by the Managers, the Trustee for and on behalf of the Sub-Fund can obtain the benefit of Rabobank Hong Kong's rights against the Swap Counterparty under the Swap Agreement through enforcement of the security (please see further below). In this case, the Trustee as trustee for the Sub-Fund may, amongst other things (and subject to paragraph 21.1.23), collect and recover any money payable to Rabobank Hong Kong under the Swap Agreement and apply it towards, inter alia, the payment of any amounts payable by Rabobank under and in accordance with the terms and conditions of the Tranche A P-Notes to the Trustee for the benefit of the Sub-Fund. The value of payments to be made by the Swap Counterparty to Rabobank Hong Kong under the Swap Agreement will remain largely equivalent to the value of the basket of A-Shares held by UOBAM;
- (b) the obligations of Rabobank to make payments under the Tranche A P-Notes will depend on the receipt by Rabobank Hong Kong of payments by UOBAM as the Swap Counterparty under the Swap Agreement. As the Sub-Fund is exposed to the ability of UOBAM as the Swap Counterparty to perform its obligations under the Swap Agreement, it is currently intended that the Sub-Fund will invest only up to a maximum of one-third of its Deposited Property in Tranche A P-Notes so that the maximum exposure to UOBAM (as the Swap Counterparty under the Swap Agreement) would be limited to one-third of the Deposited Property of the Sub-Fund at any one time; and
- (c) with respect to the Tranche B P-Notes, Rabobank Hong Kong intends to post collateral for any value of the Tranche B P-Notes held by the Trustee on behalf of the Sub-Fund that is above one-third of the Deposited Property of the Sub-Fund in order to reduce the Sub-Fund's exposure to Rabobank to not more than one-third of the Deposited Property of the Sub-Fund. The collateral is intended to comprise liquid securities (likely to be fixed income and equities, including those denominated in currencies other than SGD) the value of which will be determined on each Singapore business day by Rabobank Hong Kong and will be topped up by Rabobank Hong Kong on an ongoing basis, as and when required (within 11 Singapore business days), to ensure that the counterparty exposure to Rabobank (net of the collateral) is not more than one-third of the Deposited Property of the Sub-Fund. It is intended that the collateral will be placed in a trust or custodial account in Hong Kong charged and assigned to the Trustee as trustee for the Sub-Fund.

It should be noted that while the rights of Rabobank Hong Kong under the Swap Agreement and the collateral have been assigned/charged to the Trustee as trustee for the Sub-Fund, there is a risk such securities may not be completely enforceable against Rabobank Hong Kong as assignor/chargor and such enforceability may, amongst other considerations, be affected by Dutch law (the governing law of Rabobank Hong Kong). In particular, in the event of winding-up or liquidation of Rabobank, while security rights can normally be enforced in any winding-up or liquidation proceedings against Rabobank, enforcement of such security rights may be subject to certain restrictions under Dutch law. For instance, a temporary stay may be imposed during which the security may only be enforced with court consent or there may be a period within which the security will have to be enforced, failing which, the secured asset may be sold by the liquidator.

Further, the trust or custodial account being maintained in Hong Kong, Hong Kong laws may affect the enforceability of the assignment/charge of the collateral to the Trustee as trustee for the Sub-Fund.

In addition, the Swap Agreement and the assignment of the rights of Rabobank Hong Kong under the Swap Agreement are both governed under English law. Therefore, the enforceability of the Swap Agreement and the assignment will be dependent on, amongst other considerations, their validity under English law.

The Net Asset Value of the Sub-Fund will be adversely affected to the extent that such securities are not effectively enforced. Investors should also note the conditions upon which the Trustee may act to enforce such securities as described in paragraph 21.1.23 below.

9.2.4 Financial Derivatives

To achieve its investment objective, the Sub-Fund will invest in the P-Notes which are financial derivative instruments and essentially provide the Sub-Fund with the performance of the Composite Portfolio. The Sub-Fund may also invest in derivatives for efficient portfolio management or hedging purposes. Thus it will be exposed to risks associated with such investments. These derivatives include but are not limited to options, swaps and warrants. 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 Sub-Fund's 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 Sub-Fund.

Risk management procedures of the Managers

The Managers will ensure that the exposure of the Sub-Fund to financial derivative instruments will not at any time exceed 100% of the value of the Deposited Property of the Sub-Fund, as prescribed under the Code. In the case of P-Notes, the exposure will be calculated from the value of the P-Notes at inception, provided by the relevant P-Notes issuer(s).

Description of risk management and compliance procedures and controls adopted by the Managers:-

- (i) *General.* The Managers will implement various procedures and controls to manage the risk of the assets of the Sub-Fund. The decision to invest in any particular security or instrument on behalf of the Sub-Fund will reflect the Managers' judgment of the benefit of such transactions to the Sub-Fund and will be consistent with the Sub-Fund's investment objective in terms of risk and return.
- (ii) *Execution of Trades.* Prior to each trade, the Managers will ensure that the intended trade will comply with the stated investment objective, focus, approach and restrictions of the Sub-Fund, and that best execution and fair allocation of trades are done. The Managers' middle office department will conduct periodic checks to ensure compliance with the investment objective, focus, approach and restrictions (if any) of the Sub-Fund. In the event of any non-compliance, its middle office 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 redemptions of Units, there may be a possibility that the assets of the Sub-Fund may be forced to be liquidated at below their fair and expected value, especially in illiquid public exchanges or over-the-counter markets.
- (iv) *Counterparty Exposure.* The Sub-Fund may have credit exposure to counterparties by virtue of positions in financial instruments (including derivatives) held by the Sub-Fund. To the extent that a counterparty defaults on its obligations and the Sub-Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its assets, its income stream and incur extra costs associated with the exercise of its financial rights.

In respect of the P-Notes issuers, the Managers intend to adhere from the outset to a minimum long-term issuer rating of A by Fitch Inc, A by Moody's Investors Service or A by Standard and Poor's (including such sub-categories or gradations therein) in line with the applicable minimum rating requirements for the single issuer and group limits under Annex 1a of the Code (or such other minimum rating requirement as may be prescribed under the Code). In the event of a rating downgrade of a P-Notes issuer below BBB by Fitch Inc, Baa by Moody's Investors Service or BBB by Standard and Poor's (including sub-categories or gradations therein) (or as may be prescribed under the Code), the Managers will take suitable action within 3 months (or such extended period if the Trustee is satisfied that it is in the best interests of the Holders to do so, subject to monthly review by the Trustee) to comply with the minimum rating requirements for a P-Notes Issuer as may be allowed under the Code or may apply to the MAS for a waiver from the same. In addition, the Managers will endeavour to procure Rabobank (as the P-Notes Issuer) to inform them in the event Rabobank suffers a rating downgrade so that the Managers may take appropriate steps to inform the MAS and the SGX-ST as well as Holders as soon as practicable by, inter alia, posting an announcement on the SGXNET and/or on the Managers' website at uobam.com.sg and by updating this Prospectus.

Unless otherwise required by the MAS under the Code or otherwise, the Managers will restrict their dealings with other counterparties to those that have a minimum long-term issuer credit rating of above BB+ by Standard and Poor's, an individual rating of above C by Fitch Inc or a financial strength rating of above C by Moody's Investors Service. If any approved counterparty fails this criterion subsequently, the Managers will take steps to unwind the Sub-Fund's position with that counterparty as soon as practicable.

- (v) *Volatility.* To the extent that the Sub-Fund has exposure to financial derivative instruments 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 Sub-Fund's assets will have a higher degree of volatility. The Sub-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 total exposure of the Sub-Fund to derivative positions will not exceed the Net Asset Value of the Sub-Fund.

- (vi) *Valuation.* The Sub-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 value of such instruments are available, and will conduct such verification on a regular basis, which is expected to be at least once a month.

The Managers will ensure that the risk management and compliance procedures and controls adopted are adequate and that it has the necessary expertise to control and manage the risks relating to the use of financial derivative instruments. The Managers may modify the risk management and compliance procedures and controls as they deem fit and in the interests of the Sub-Fund.

9.2.5 No obligation for P-Notes issuer(s) or their Connected Person(s) to hedge

The P-Notes issuer(s) or their Connected Persons will generally hedge their exposure in respect of any P-Notes issuance for risk management purposes, either by purchasing the underlying A-Shares that comprise the China A50 Index (as in the case of the Tranche B P-Notes) or by entering into a swap agreement (as in the case of the Tranche A P-Notes). However, neither the P-Notes issuer(s) nor their Connected Persons is under any obligation to perform hedging. In particular, a P-Notes issuer or its Connected Persons may take small overnight risk if for some reason it is not able to completely hedge out its residual positions. In any event, the Sub-Fund will not receive any beneficial interests that may arise from any hedging exercise performed by a P-Notes issuer or its Connected Person.

9.2.6 Possible limited duration of the Sub-Fund

The P-Notes are of limited duration and those P-Notes issued at the launch of the Sub-Fund may settle automatically three (3) years after their issue. Whilst it is intended that the P-Notes to be acquired by the Sub-Fund from time to time may be “rolled over” for such period as the relevant P-Notes issuer and the Managers may agree, there is no assurance that the relevant P-Notes issuer will agree to continue with this arrangement.

Accordingly, the duration of the Sub-Fund depends on the ability of the Sub-Fund to renew the term of the P-Notes held by it. Although the Managers believe that the P-Notes issuer(s) will be willing to do so, such renewal cannot be guaranteed and such renewal may be uneconomical for the Sub-Fund. In the event that no satisfactory alternative to tracking the China A50 Index through investment in the P-Notes is available, the Managers may terminate the Sub-Fund and investors may not get back their original investment.

9.2.7 Dependence on the P-Notes Issuer(s)

The Managers’ ability to manage the Sub-Fund depends upon the continuing availability of P-Notes. In certain limited circumstances, a P-Notes issuer may no longer be willing or able to issue P-Notes to the Sub-Fund or the Sub-Fund may no longer be willing or able to acquire or hold the relevant P-Notes. Such circumstances may, for example, include (i) changes to applicable laws, regulations, rules or other relevant circumstances such that it is illegal, impossible or impracticable for a P-Notes issuer to issue P-Notes to the Sub-Fund or for the Sub-Fund to acquire or hold the P-Notes, (ii) where it is no longer economically viable to issue or sell P-Notes, and (iii) where a P-Notes issuer ceases to possess a satisfactory credit rating. In the worst case scenario, the Sub-Fund may be terminated.

9.2.8 Participating Dealers may only deal in certain P-Notes

Investors should note that the Sub-Fund may face practical limitations that effectively limit it from delivering to a Participating Dealer in respect of a Redemption Application, P-Notes other than those that have been either issued by an affiliate of the Participating Dealer or are otherwise acceptable to the Participating Dealer. This may from time to time limit the flexibility of the Managers in responding to Redemption Applications and prevent the Managers from maintaining the Sub-Fund’s credit exposure to P-Notes issuer(s) at desired levels.

9.2.9 Passive Investment

The Sub-Fund is not actively managed. Accordingly, the Sub-Fund may be affected by a decline in world market segments that affect the China A50 Index. Since the Sub-Fund invests in the P-Notes that passively reflect the Composite Portfolio constructed by the Managers to closely correspond to the China A50 Index, adverse changes in the financial condition or share performance of any company included in the China A50 Index may not result in the sale of the shares of such company, and such adverse changes will likely adversely affect the Sub-Fund’s value and the trading price of the Units. The Managers do not attempt to select stocks individually or to take defensive positions in declining markets. Therefore, the Managers will have limited discretion to remove the shares of such company from the Composite Portfolio. The performance of the P-Notes and thus that of the Sub-Fund may be adversely affected in such declining markets.

9.2.10 Tracking Error Risk

“Tracking error” is the difference between the performance of a fund’s portfolio and that of its underlying index. The Net Asset Value of the Sub-Fund may not correlate exactly with the China A50 Index and changes in the Net Asset Value of the Sub-Fund are unlikely to replicate exactly changes in the China A50 Index. Factors such as the fees, costs and expenses of the Sub-Fund, imperfect correlation between the Sub-Fund’s assets and the securities constituting the Composite Portfolio or China A50 Index, rounding of share prices, changes to the Composite Portfolio or China A50 Index, regulatory policies, investment and regulatory constraints, foreign currency valuation, unexpected financing costs

in the event of severe market movements, inability to rebalance in response to changes in the China A50 Index and the existence of a cash position held by the Sub-Fund may affect the Managers' ability to achieve close correlation with the performance of the China A50 Index. The Sub-Fund's returns may therefore deviate from the China A50 Index resulting in a tracking error. Further, it is possible that the Sub-Fund may experience greater tracking error than typical exchange traded index funds, and possible causes of such tracking error include foreign ownership restrictions on the A-Shares (for example, loss of QFII status or insufficient QFII investment quota restricting the issuance of P-Notes), the possible need for the Managers to adopt a representative sampling indexing strategy over a replication indexing strategy where "replication" is an indexing strategy in which a fund invests in substantially all of the securities in its underlying index in approximately the same proportions as in the underlying index (please refer to paragraph 7.2.1 for details on how the Managers will construct the Composite Portfolio). In addition, the tracking error of the Sub-Fund may be increased by the overall costs of maintaining the P-Notes, and such costs may include the P-Notes transaction fee, the P-Notes maintenance fee as disclosed in paragraph 8.2, any cost of credit support as well as any taxes and duties (including the deduction of a provisional capital gains tax from the redemption amount of the P-Notes as described in paragraph 8.2) and the spread and foreign exchange costs to the Sub-Fund from investing in the P-Notes. These factors may lead to tracking errors that may cause the Net Asset Value of the Sub-Fund to not correlate exactly with the China A50 Index. However, such tracking errors are not expected to be significant.

9.2.11 Operating cost

There is no assurance that the performance of the Sub-Fund will achieve its investment objective. The level of fees and expenses payable by the Sub-Fund will fluctuate in relation to the Net Asset Value. Although the amounts of certain ordinary expenses of the Sub-Fund can be estimated, the growth rate of the Sub-Fund, and hence its Net Asset Value, cannot be anticipated. Investors should also note that the Managers and the Trustee have the discretion to increase the Managers' fee and Trustee fee up to the maximum level as provided in paragraph 8.2 above and the Managers have the discretion to increase the Maintenance Fee as set out in paragraph 8.2 above from time to time in line with market conditions. Accordingly, no assurance can be given as to the performance of the Sub-Fund or the actual level of its expenses.

9.2.12 Trading Risk

The Sub-Fund is structured as an index fund and the Net Asset Value of the Units of the Sub-Fund will fluctuate with changes in the market value of the Sub-Fund's investments and changes in the exchange rate between the (i) SGD and USD; (ii) USD and CNY; and (iii) CNY and SGD. The market prices of Units will fluctuate in accordance with changes in the Net Asset Value of the Units and supply and demand on any exchange on which the Units are listed. Although the Net Asset Value of the Units represents the fair price for buying or selling Units, as with any listed fund, the secondary market price of Units may sometimes trade above or below this Net Asset Value and the Managers cannot predict whether Units will trade below, at or above their Net Asset Value. Therefore, there is a risk that Holders may not be able to buy or sell at a price close to this Net Asset Value. The deviation from the Net Asset Value is dependent on a number of factors, but will be accentuated when there is a large imbalance between market supply and demand for Units on the SGX-ST. Given, however, that Units must be created and redeemed in Application Unit aggregations (unlike shares of many closed-end funds, which frequently trade at appreciable discounts from, and sometimes at premiums to, their Net Asset Value), the Managers believe that ordinarily large discounts or premiums to the Net Asset Value of Units should not be sustained. In the event that the Managers suspend creations and/or redemptions of Units of the Sub-Fund, the Managers expect larger discounts or premiums.

9.2.13 Trading in Units on the SGX-ST may be suspended

Investors will not be able to purchase or sell Units on the SGX-ST during any period when trading in the Units is suspended by the SGX-ST. The SGX-ST may suspend the trading of Units whenever the SGX-ST determines that it is appropriate in the interests of a fair and orderly market to protect investors. The creation and redemption of Units will also be suspended in the event that the trading of Units on the SGX-ST is suspended. The SGX-ST imposes certain requirements for the continued listing of securities, including the Units, on the SGX-ST. Investors cannot be assured that the Sub-Fund will continue to meet the requirements necessary to maintain the listing of Units on the SGX-ST or that the SGX-ST will not change the listing requirements. The Sub-Fund may be terminated if the Units are delisted from the SGX-ST. Dealings of Units on the SGX-ST may not necessarily be suspended in the event that the creation and redemption of Units is temporarily suspended by the Managers in accordance with the terms of the Deed. If the creation and redemption of Units is temporarily suspended, the trading price of the Units may be adversely affected and differ from the Net Asset Value of the Sub-Fund.

9.2.14 Absence of prior active market

Although an application has been made for the Units to be listed for trading on the SGX-ST, there can be no assurance that an active trading market will be developed or be maintained. There is no certain basis for predicting the actual price levels at, or sizes in, which Units may trade. Further, there can be no assurance that investors in the Units will experience trading or pricing patterns similar to those of market-traded shares which are issued by investment companies in other jurisdictions or which are based upon indices other than the China A50 Index.

9.2.15 Dealing risk

Following listing on the SGX-ST, it is likely that the Units will initially not be widely held. Accordingly any investor buying Units in small numbers may not necessarily be able to find other buyers should that investor wish to sell. In order to address such dealing risk, a market maker has been appointed to improve liquidity in trading of the Units. There can be no assurance that a liquid secondary market on the SGX-ST will exist for the Units. It is the intention of the Managers to assist in the creation of liquidity for investors by appointing at least one market maker to maintain a market for the Units on the SGX-ST (please refer to paragraph 5.2 above). However, there is no guarantee or assurance as to the price at which a market will be made. The market makers may realise profits or sustain losses in the amount of any differences between the prices at which they buy Units and the prices at which they sell Units. Any profit made by the market makers may be retained by them for their absolute benefit and they are not liable to account to the Sub-Fund in respect of such profits.

9.2.16 Creation and Redemption by Designated Market Makers or through Participating Dealers only

Investors should note that the Sub-Fund is not like a typical unit trust offered to the public in Singapore. Units may only be created and redeemed by Market Makers or through Participating Dealers. Participating Dealers are under no obligation to agree to do so on behalf of any investor. Therefore, Units may not be subscribed for, or redeemed, directly through the Managers by the investors. Each Participating Dealer may, in its absolute discretion, refuse to accept a creation or redemption order from an investor (whether directly or through the investor's stockbroker) and can charge such fees as it may determine. In addition, the Participating Dealers will not be able to create or redeem Units during any period when, amongst other things, dealings on the SGX-ST are restricted or suspended, settlement or clearing of securities through the CDP is disrupted or the China A50 Index is not compiled or published. The Participating Dealers will also not be able to create or redeem Units if some other event occurs which impedes the calculation of the Net Asset Value of the Sub-Fund or disposal of the Sub-Fund's portfolio securities cannot be effected. Investors trading in smaller lots may generally only realise the value of their Units by selling their Units on the SGX-ST. These features are not usually present in a typical unit trust offered to the public in Singapore, where units can generally be purchased and redeemed by investors directly with the manager of the unit trust.

9.2.17 Political Risk and Foreign Security Risk

The investments in the Sub-Fund may be adversely affected by a wide variety of factors, including without limitation, political instability, 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 PRC.

An investment in Units of the Sub-Fund involves risks similar to those of investing in a broad-based portfolio of equity securities traded on exchanges in the relevant overseas securities market, including market fluctuations caused by factors such as economic and political developments, changes in interest rates and perceived trends in stock prices. The principal risk factors, which could decrease the value of investments, are listed and described below:

- less liquid and less efficient securities markets;
- greater price volatility;
- exchange rate fluctuations and exchange controls;
- less publicly available information about issuers;
- the imposition of restrictions on the expatriation of funds or other assets of the Sub-Fund;
- higher transaction and custody costs and delays and risks of loss attendant in settlement procedures;
- difficulties in enforcing contractual obligations;
- lesser levels of regulation of the securities markets;
- different accounting, disclosure and reporting requirements;
- more substantial government involvement in the economy;
- higher rates of inflation; and
- greater social, economic, and political uncertainty and the risk of nationalization or expropriation of assets and risk of war or terrorism.

9.2.18 Foreign Exchange Risk

The Sub-Fund is denominated in SGD and its investments are generally invested in the P-Notes which are denominated in SGD and the A-Shares comprising the Composite Portfolio underlying the P-Notes are denominated in CNY. Accordingly the returns of the Sub-Fund and the ability of the Sub-Fund to track the China A50 Index is in part affected by exchange rate fluctuations as between the SGD and the CNY. The terms of the P-Notes require payment under the P-Notes to be made in SGD, meaning that the Sub-Fund is exposed to exchange rate risks in terms of fluctuations in the relative value between the SGD and the CNY.

As the Sub-Fund's Net Asset Value is determined on the basis of the SGD, investors may lose money if the CNY or USD were to depreciate against the SGD, even if the market value of the relevant A-Shares actually goes up. The Managers currently do not intend to hedge such foreign currency exposure of the Sub-Fund.

9.2.19 Minimum creation and redemption size via the Participating Dealer

Only Participating Dealers and Maker Makers may apply directly to the Managers for the creation or redemption of Units, which must be made in an Application Unit size (currently 100,000 Units) or whole number multiples thereof subject to a minimum of 500,000 Units per Creation or Redemption Application or such other minimum number of Units as the Managers may determine from time to time with the approval of the Trustee. Investors who wish to subscribe for or redeem Units in the primary market must approach a Participating Dealer (whether directly or through a stockbroker) to assist them with their applications to the Managers.

As any subscription or redemption applications for less than the current minimum of 500,000 Units from investors (whether directly or through their stockbrokers) to a Participating Dealer will be rejected by that Participating Dealer, investors who do not hold at least 500,000 Units may only be able to realise the value of their Units by selling their Units on the SGX-ST and investors who do not intend to subscribe for at least 500,000 Units may only be able to buy Units on the SGX-ST.

9.2.20 Minimum Fund Size

The Sub-Fund is structured as an index fund with a low TER (including the Managers' fees and the Trustee fees) compared to typical retail unit trusts. As with any fund, in order to remain viable, the size of the Sub-Fund must be sufficient to cover at least its fixed operating costs. Given the relatively low fees charged to and payable by the Sub-Fund, the minimum size of the Sub-Fund needs to be significantly larger than other typical unit trusts. As provided under paragraph 23.3(a), the Managers may terminate the Sub-Fund if after three (3) years from the date of the Deed, the aggregate Net Asset Value of Units outstanding in the Sub-Fund is less than S\$20 million.

9.2.21 Risk of market pricing

The market price of an exchange traded fund ("ETF") will be affected by supply and demand imbalance in the ETF. In the case of the Sub-Fund, since the supply and demand imbalance can only be addressed by creation of additional Units and the redemption of existing Units, the liquidity of the underlying A-Share market and the nature of the QFII regime will likely result in the Sub-Fund trading at a higher premium or discount to the NAV per Unit than may normally be the case for an ETF.

9.2.22 Risk relating to the P-Notes issued by Rabobank

Investors should refer to Appendix 5 for details of the principal risks relating to the P-Notes issued by Rabobank.

In addition, investors should note that the Tranche A P-Notes will be unsecured limited recourse obligations of Rabobank and will not be obligations or responsibilities of, or guaranteed by, any other person or entity. However, pursuant to a security assignment to be entered into between Rabobank Hong Kong as assignor, the Trustee as assignee and UOBAM as Swap Counterparty, all rights of Rabobank Hong Kong under the Swap Agreement will be assigned by way of security to the Trustee as trustee for the Sub-Fund and hence, the Tranche A P-Notes held by the Sub-Fund will be secured by the Swap Agreement. In addition, the obligations of Rabobank to make payments under the Tranche A P-Notes will depend on the receipt by Rabobank Hong Kong of payments under the Swap Agreement. This means that the Trustee will have no recourse to Rabobank beyond the moneys derived by or on behalf of Rabobank Hong Kong in respect of the Swap Agreement. Any cost incurred for unwinding the swap under the Swap Agreement shall be borne by the Sub-Fund. Further, the Trustee will not be entitled to petition or take any other step(s) for the winding up of Rabobank in connection with the Tranche A P-Notes. Consequently, the Sub-Fund is exposed to the ability of UOBAM (in its capacity as the Swap Counterparty) to perform its obligations under the Swap Agreement. As all payment obligations of Rabobank with respect to the Tranche A P-Notes are limited to the amounts received by Rabobank Hong Kong from the Swap Agreement, the Sub-Fund is also making an investment decision with respect to the creditworthiness of UOBAM as the Swap Counterparty. The creditworthiness of UOBAM as the Swap Counterparty, if any, is subject to specific risks concerning the Swap Counterparty and their business and the banking and finance sector as a whole and will be evaluated with reference to the minimum credit ratings set out in paragraph 9.2.4(iv) above on the basis of UOBAM being a part of the UOB Group, which is currently rated Aa1/A+ by Moody's Investors Service and Standard & Poor's respectively.

No person other than Rabobank will be obliged to make payments on the Tranche A P-Notes. The amount payable under the Tranche A P-Notes will be calculated in accordance with the terms of the Tranche A P-Notes and the Sub-Fund may lose part or the whole of its investment in the Tranche A P-Notes.

Risk Factors Relating to the PRC and the QFII System Generally

9.2.23 QFII system generally

The QFII system was introduced in 2002. Although the China Securities Regulatory Commission of the PRC (the "CSRC") may relax QFII eligibility requirements and make investment in A-Shares easier and more widespread in the future (as it had done in 2006 by making certain amendments to the QFII system), this cannot be guaranteed. It is not possible to predict the future development of the QFII system and the CSRC may even impose restrictions on QFII's operations. Such restrictions may adversely affect the issuance of P-Notes and/or cause Units in the Sub-Fund to trade at a discount to its Net Asset Value on the SGX-ST.

9.2.24 PRC tax risk

Currently, 10% PRC withholding tax has been enforced on payment of dividends and interest to QFIIs from PRC listed companies.

In a circular issued by the Chinese State Administration of Taxation of the PRC dated 23 January 2009, the dividend, bonus and interest income derived from the PRC by QFIIs are subject to 10% withholding tax and shall be withheld by the enterprise that distributes such dividend or bonus or pays the interest. In such event, any tax levied on and payable by the QFII in the PRC in relation to the Composite Portfolio will be reflected in the value of the Composite Portfolio and passed on to and borne by the Sub-Fund.

The PRC Government has implemented a number of tax reform policies in recent years, such as passing a unified enterprise income tax law applicable to both domestic resident enterprises and non-resident foreign enterprises which took effect on 1 January 2008. There can be no assurance that the current tax laws and regulations will not be revised or amended in the future. Any revision or amendment in tax laws and regulations may affect the after-taxation profit of PRC companies.

9.2.25 Repatriation from the PRC

The P-Notes are issued outside the PRC and restrictions on or suspension of the ability of QFIIs in general to repatriate US dollars should not affect the operation of the Sub-Fund, although restrictions on the repatriation of US dollars might result in the Participating Dealers choosing not to create or redeem Units as a result. Where the P-Notes issuer is also a QFII, the inability to repatriate US dollars may give rise to liquidity problems for that P-Notes issuer, which may impact the Sub-Fund if that P-Notes issuer is unable to perform its obligations under the P-Notes it has issued and are held by the Sub-Fund. However, any further restrictions on or suspension of the ability of QFIIs in general to repatriate US dollars from the PRC, insofar as they affect the P-Notes issuer(s), may cause Units in the Sub-Fund to trade at a discount to its Net Asset Value on the SGX-ST.

9.2.26 QFII investment quota

Under the QFII system, a QFII must obtain approval from State Administration of Foreign Exchange of the PRC (“SAFE”) to increase its investment quota. In the event that any QFII wishes to increase its respective investment quota from time to time, such increase may take time to obtain SAFE’s approval. Where insufficient investment quota is available, additional P-Notes may not be available from suitable P-Notes issuer(s) in which case, because the Sub-Fund is unable to purchase more P-Notes, further Units in the Sub-Fund cannot be created.

Although the continued operation of the Sub-Fund should not be affected, where further increases in QFII investment quota is restricted, suspended or halted, the supply of PRC A-Shares access products, such as P-Notes, will be affected and this may cause Units in the Sub-Fund to trade at a premium to its Net Asset Value.

9.2.27 QFII investment restrictions

Although the Managers do not anticipate that QFII investment restrictions will impact the ability of the Sub-Fund to achieve its investment objective, investors should note that the relevant PRC laws and regulations may limit the ability of the QFII to acquire A-Shares in certain PRC issuers from time to time or to increase its holding of certain A-Shares due to PRC regulatory restrictions in terms of investment concentration ratio, and in addition, a QFII may not be able to acquire A-Shares to either directly or indirectly provide hedging for the P-Notes. In such case, this may accordingly restrict the issuance, and therefore the purchase, of P-Notes linked to these A-Shares by the Sub-Fund.

9.2.28 PRC economic, political and social conditions as well as government policies

The economy of China, which has been in a state of transition from a planned economy to a more market oriented economy, differs from the economies of most developed countries in many respects, including the level of government involvement, its state of development, its growth rate, control of foreign exchange, and allocation of resources.

Although the majority of productive assets in China are still owned by the PRC government at various levels, in recent years, the PRC government has implemented economic reform measures emphasising utilisation of market forces in the development of the economy of China and a high level of management autonomy. The economy of China has experienced significant growth in the past 20 years, but growth has been uneven both geographically and among various sectors of the economy. Economic growth has also been accompanied by periods of high inflation. The PRC government has implemented various measures from time to time to control inflation and restrain the rate of economic growth and carried out economic reforms to achieve decentralisation and utilisation of market forces to develop the economy of the PRC. Any adjustment and modification of those economic policies may have an adverse impact on the securities market in the PRC as well as the underlying securities which are constituents of the Composite Portfolio. Furthermore, the PRC government may from time to time adopt corrective measures to control the growth of the PRC economy which may also have an adverse impact on the capital growth and performance of the Sub-Fund. Political changes, social instability and adverse diplomatic developments in the PRC could result in the imposition of additional government restrictions including expropriation of assets, confiscatory taxes or nationalisation of some or all of the property held by the underlying issuers of the A-Shares in the Composite Portfolio.

9.2.29 PRC government control of currency conversion and future movements in exchange rates

Although the P-Notes are denominated in SGD, the value of the Composite Portfolio and that of the P-Notes will reflect the dividends and distributions received by the relevant QFII in CNY which are converted at the prevailing foreign exchange rate.

The existing PRC foreign exchange regulations have significantly reduced government foreign exchange controls for transactions under the current account, including trade and service related foreign exchange transactions and payment of dividends. However, the Managers cannot predict whether the PRC government will continue its existing foreign exchange policy and when the PRC government will allow free conversion of the CNY to foreign currency.

Foreign exchange transactions under the capital account, including principal payments in respect of foreign currency-denominated obligations, currently continue to be subject to significant foreign exchange controls and require the approval of SAFE.

Since 2006, the conversion of CNY into United States dollars has been based on median exchange rates published by the China Foreign Exchange Trading System, which are set daily based on the quotation obtained from market-makers of the PRC interbank foreign exchange market. The Managers cannot predict nor give any assurance of any future stability of the CNY to United States dollars exchange rate. Fluctuations in exchange rates may adversely affect the Sub-Fund's Net Asset Value and any declared dividends.

9.2.30 PRC laws and regulations

The PRC legal system is based on written statutes and their interpretation by the Supreme People's Court. Prior court decisions may be cited for reference but have no precedent value. Since 1979, the PRC government has been developing a comprehensive system of commercial laws, and considerable progress has been made in introducing laws and regulations dealing with economic matters such as foreign investment, corporate organisation and governance, commerce taxation and trade. Recent examples are the promulgation of the Contract Law of the PRC to unify the various economic contract laws into a single code, which went into effect on 1 October 1999, and the Securities Law of the PRC, which went into effect on 1 July 1999, and the Property Law of the PRC which came into effect on 1 October 2007. However, because these laws and regulations affecting securities markets are relatively new and evolving, and because of the limited volume of published cases and judicial interpretation and their non-binding nature, interpretation and enforcement of these regulations involve significant uncertainties. In addition, as the PRC legal system develops, no assurance can be given that changes in such laws and regulations, their interpretation or their enforcement will not have a material adverse effect on their business operations.

9.2.31 Legal System of the PRC

The legal system of the PRC is based on written laws and regulations. Despite the PRC government's effort in improving the commercial laws and regulations, many of these laws and regulations are still at an experimental stage and the implementation of such laws and regulations remains unclear.

9.2.32 Market Risk/Volatility of Underlying Securities

Investors should note that the Shanghai Stock Exchange and the Shenzhen Stock Exchange on which A-Shares are traded are undergoing development and the market capitalisation of, and trading volumes on those exchanges are lower than those in more developed financial markets. Market volatility, lack of a liquid trading market and settlement difficulties in the A-Share markets may result in significant fluctuations in the prices of securities traded on such markets. Correspondingly, the price at which the P-Notes may be purchased or sold by the Sub-Fund upon any rebalancing activities or otherwise and the Net Asset Value of the Sub-Fund may be adversely affected by the volatility of the underlying A-Shares.

9.2.33 Accounting and Reporting Standards

Accounting, auditing and financial reporting standards and practices applicable to PRC companies may be different to those standards and practices applicable to countries that have more developed financial markets. For example, there are differences in the valuation methods of properties and assets and in the requirements for disclosure of information to investors.

Risk Factors Relating to the China A50 Index

9.2.34 Errors, inaccuracies or incompleteness in the China A50 Index

There may be inaccuracies, errors, omissions or mistakes in the compilation or calculation of the China A50 Index, which may result in significant deviations between the Net Asset Value of the Units and the China A50 Index. No warranty, representation or guarantee is given as to the accuracy or completeness of the China A50 Index and its computation or any information related thereto. The process and the basis of computing and compiling the China A50 Index and any of its related formulae, constituent companies and factors may at any time be changed or altered by FTSE without notice. The Managers, the Trustee and the P-Notes issuer(s) are not responsible or involved in the compilation or calculation of the China A50 Index, and thus cannot be held responsible or liable for any inaccuracies, errors, omissions or mistakes in such compilation or calculation. More than one risk factor may have simultaneous effects with regard to the Units

such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect, which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Units.

9.2.35 The China A50 Index is subject to fluctuations

The performance of the Units, before expenses, should correspond closely with the performance of the China A50 Index. The China A50 Index may experience periods of volatility in the future. If the China A50 Index experiences volatility or declines, the price of the Units will vary or decline accordingly.

9.2.36 Composition of and weightings in the China A50 Index may change

The securities which comprise the China A50 Index are changed by FTSE from time to time. The price of the Units may rise or fall as a result of such changes. The composition of the China A50 Index may also change if one of the constituent companies were to delist its securities or if a new eligible company were to list its securities and be added to the China A50 Index.

9.2.37 Licence to use the Index may be terminated

The Managers have been granted a licence by FTSE/Xinhua Index Limited to use the China A50 Index in connection with the operation, marketing and promotion of the Sub-Fund. The Sub-Fund may be terminated if the index licence agreement is terminated and the Managers are unable to identify or agree with the Index Provider or any other index provider terms for the use of a suitable replacement index that uses, in the opinion of the Managers, the same or substantially similar formula for the method of calculation as the China A50 Index. Any such replacement index will be notified to Unitholders. Accordingly, prospective investors should note that the ability of the Sub-Fund to track the China A50 Index depends on the continuation in force of the index licence agreement in respect of the China A50 Index or a suitable replacement.

More than one risk factor may have simultaneous effects with regard to the Units such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect, which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Units. The above should not be considered to be an exhaustive list of the risks which investors should consider before investing in the Sub-Fund. Investors should be aware that an investment in the Sub-Fund may be exposed to other risks of an exceptional nature from time to time.

10. Subscription of Units

10.1 Subscription procedure during the Initial Offer Period

10.1.1 During the initial offer period of the Sub-Fund which is from **29 October 2009** to **4 November 2009** (or such other dates and for such other period as the Managers may determine upon notice to the Trustee) (the “**Initial Offer Period**”), investors who wish to invest in the Sub-Fund may apply for Units in cash only through:

- (i) automated teller machines (“**ATMs**”) of UOB Ltd (“**ATM Applications**”); or
- (ii) Participating Dealers appointed by the Managers (either directly or through stockbrokers to assist them with their applications to the Participating Dealers).

Investors who subscribe for Units via ATM Applications should refer to, and all ATM Applications must be made in accordance with, the “Terms and Conditions for ATM Applications” set out in Appendix 4 of this Prospectus. Payment for Units may be made through the ATMs of UOB Ltd. ATM Applications must be made by 12 noon on the last Dealing Day of the Initial Offer Period (or such other time as may be determined by UOB Ltd, in consultation with the Managers). UOB Ltd will consolidate all ATM Applications received from the investors and submit the ATM Applications to the Managers.

Please refer to paragraph 10.1.4 below for information on the refund policy in the event an ATM Application is rejected or unsuccessful.

Investors who wish to subscribe for Units through Participating Dealers (whether directly or through a stockbroker) should consult the relevant Participating Dealer or stockbroker, as the case may be, for the applicable terms and conditions stipulated by them for assisting investors with the subscription applications. Participating Dealers shall submit the applications received from the investors (directly or through their stockbrokers) to the Managers for the Units on behalf of the investors. For the avoidance of doubt, Participating Dealers may also apply to the Managers for Units for their own account in accordance with such terms and conditions as may be stipulated by the Managers. All subscription applications submitted to the Participating Dealers or stockbrokers, as the case may be, should be accompanied by such documents as may be required by the relevant Participating Dealer or stockbroker, with the subscription monies in full via such payment methods as may be allowed by the relevant Participating Dealer or stockbroker.

A list of the Participating Dealers as well as stockbrokers approved by the Managers (and their details) may be obtained from the Managers. Only Participating Dealers and Designated Market Makers may apply directly to the Managers for Units.

Investors should note that any bank charges payable in connection with the subscription of Units will be borne by such investors.

Applications made by investors through Participating Dealers must be received by the relevant Participating Dealer by 12 noon on the last Dealing Day of the Initial Offer Period (or such other time(s) as may be determined by the relevant Participating Dealer), in order for the Participating Dealers to be able to submit all valid subscription applications for Units to the Managers by 2 p.m. on the last Dealing Day of the Initial Offer Period (or such other time(s) as may be determined by the Managers). Where an investor is submitting his application to a Participating Dealer through his stockbroker, that investor should contact his stockbroker for the applicable deadline for such submission.

10.1.2 Initial Offer Price

The actual amount that an investor will have to pay for the number of Units applied for is calculated by multiplying the number of Units applied for by the initial offer price of the Units.

Investors will make their subscription applications with reference to an initial offer price which shall be determined by the Managers at approximately 1/1000 th of the numeric level of the Composite Portfolio as at the closing time of the China A50 Index (converted from CNY to SGD at the then prevailing exchange rate) on 28 October 2009 truncated to three (3) decimal places (or such other number of decimal places or method of rounding as may be determined by the Managers from time to time with the approval of the Trustee)(the “**Initial Offer Price**”). The Initial Offer Price will be published on the Managers’ website at uobam.com.sg on the calendar day preceding the commencement of the Initial Offer Period (please refer to paragraph 10.1.8 below for further details).

10.1.3 Minimum Subscription Amount

The minimum subscription amount for investors is 1,000 Units in respect of both ATM Applications to UOB Ltd and applications submitted through Participating Dealers (whether directly or through a stockbroker). Investors who wish to subscribe for more than the minimum subscription amount may do so in multiples of the minimum subscription amount.

10.1.4 Numerical example of how Units are allotted

ATM Applications

The following is an illustration of the total amount payable by an applicant based on an investment amount of 1,000 Units in the Sub-Fund through an ATM Application during the Initial Offer Period and on the basis of a notional initial offer price of S\$2.80 per Unit.

1,000 Units	X	S\$2.80	=	S\$2,800	+	S\$2.00	=	S\$2,802.00
Number of Units proposed to be subscribed		Notional initial offer price				Application fee*		Total amount payable by investor

* Investors should note that a non-refundable flat application fee of S\$2.00 will be imposed for each application made through an ATM, regardless of the number of Units subscribed for and such fee does not form part of the subscription monies.

If the ATM Application is rejected or is otherwise unsuccessful, the Managers will refund all the subscription monies (less all fees in connection with the subscription) paid by that investor (without interest) to that investor’s UOB Ltd bank account no later than three (3) Business Days after the close of the Initial Offer Period.

In the event that an investor is allotted fewer Units than the number of Units he has applied for, the excess subscription monies received from the investor during the Initial Offer Period, will be refunded, without interest, to the investor’s UOB Ltd bank account no later than three (3) Business Days after the close of the Initial Offer Period.

Investors should also note that all bank charges (if any) payable in connection with the subscription of Units through an ATM and the refund of the balance subscription monies, if any, will be borne by them.

Subscription through Participating Dealers

The following is an illustration of the total amount payable by an applicant based on an investment amount of 1,000 Units in the Sub-Fund with a subscription application submitted to a Participating Dealer (whether directly or through a stockbroker) and on the basis of a notional initial offer price of S\$2.80 per Unit.

1,000 Units	X	S\$2.80	=	S\$2,800 + <i>applicable fees and charges (including brokerage fees and charges), if any</i>
Number of Units proposed to be subscribed		Notional initial offer price		Total amount payable by investor*

* Investors should note that there may be additional fees and charges (including brokerage fees and charges) payable to the Participating Dealers and/or stockbroker (as may be determined by the relevant Participating Dealer and/or stockbroker), as the case may be. The above numerical example has not included the applicable fees and charges payable by the investors (if any). Investors should note that there will be a Transaction Fee that Participating Dealers would have to pay to the Trustee and Duties and Charges may be payable by Participating Dealers in respect of each Creation Application and such Transaction Fee and Duties and Charges (if any) may ultimately be passed on to and borne by the investors. Investors who wish to subscribe for Units through the Participating Dealers (whether directly or through a stockbroker) should therefore consult the relevant Participating Dealer or stockbroker for the actual amount of all fees and charges that would be payable to the Participating Dealer and/or stockbroker for assisting investors with their subscription applications.

10.1.5 Investors should note that the size of the Sub-Fund is limited / subject to inter alia the ability of the Sub-Fund to buy or acquire the P-Notes linked to the relevant Composite Portfolio. Please refer to paragraph 9.2.7 above for further details. Therefore, the Managers reserve their right to reject or refuse any subscription application if the Managers are of the view that they are not able to or it becomes impossible or impracticable to acquire or buy the P-Notes required by the Sub-Fund in order to achieve its investment objective. As of the date of registration of this Prospectus, the Managers anticipate that the Sub-Fund may be subject to a maximum size of US\$75 million at the close of the Initial Offer Period. The Managers intend to continuously increase the size of the Sub-Fund after the Initial Offer Period if there are further demands from investors for the Units of the Sub-Fund. However, this is dependent on, inter alia, the continuing availability of P-Notes, various commercial reasons and any legal and regulatory restrictions that may be applicable in respect thereof.

10.1.6 The Managers and the Participating Dealers also reserve the right to refuse any application (in whole or in part) or to issue fewer Units than the number of Units applied for without assigning any reason. Unaccepted or unsuccessful applicants will have their subscription monies returned by cheque or such other means at the applicants' risk. All subscription monies returned will be made without any interest and without any application fees and charges which may have been imposed by that Participating Dealer (if such application was made through a Participating Dealer) or any other benefit connected therewith and any bank charges payable in connection with the refund will be borne by such investors.

10.1.7 Conditions for launching the Sub-Fund

The Managers reserve the right not to issue Units in the Sub-Fund and to refund the subscription monies received (without interest) to investors no later than fourteen (14) Business Days after the close of the Initial Offer Period in the event that either:

- (i) the minimum capital raised for the Sub-Fund is less than S\$20 million as at the close of the Initial Offer Period; or
- (ii) if the Managers are of the opinion that it is not in the interest of investors or not commercially practical or economical to proceed with the launch of the Sub-Fund and listing of the Sub-Fund on the SGX-ST;

and in such event, the Sub-Fund shall be deemed not to have commenced.

Investors should note that any bank charges payable in connection with the refund of the subscription monies shall be borne by them.

10.1.8 Listing of the Units of the SGX-ST

Listing of the Units on the SGX-ST shall commence on 12 November 2009, subject to the SGX-ST being satisfied that all conditions necessary for the commencement of trading in the Units on a “ready” basis have been fulfilled (unless the Initial Offer Period is extended in which case dealings on the SGX-ST will commence within six (6) Business Days following the close of the Initial Offer Period).

Indicative Timetable*

Event	Indicative Timeline
Initial Offer Period commences	Via ATM Applications - 9 a.m. on 29 October 2009 Via Participating Dealers - 9 a.m. on 29 October 2009
Initial Offer Period closes (unless extended by the Managers)	Via ATM Applications - 12 noon on 4 November 2009 Via Participating Dealers - 12 noon on 4 November 2009 (or such other time(s) as may be determined by the relevant Participating Dealer)
Listing date of the Units. Upon listing, Units may then be traded by investors holding such Units on the SGX-ST (i.e. commencement of trading of the Units on a “ready” basis)	Expected to be 9 a.m. on 12 November 2009 subject to the SGX-ST being satisfied that all conditions necessary for the commencement of trading in the Units on a “ready” basis have been fulfilled (unless the Initial Offer Period is extended in which case dealings on the SGX-ST will commence within six (6) Business Days following the close of the Initial Offer Period).
Settlement date for all trades done on a “ready” basis on 12 November 2009	17 November 2009**

* This timetable is indicative only and is subject to change. All dates and times referred to above are Singapore dates and times.

** Investors should consult the SGX-ST announcement on the “ready” listing date on the SGX-ST website <http://www.sgx.com> or check with their brokers the date on which trading on a “ready” basis will commence.

10.2 Post Initial Offer Period

10.2.1 Buying of Units through the SGX-ST

After the listing of the Sub-Fund on the SGX-ST, investors who wish to invest in the Sub-Fund may acquire or buy issued Units using cash on the SGX-ST during normal trading hours at market prices throughout the trading day for SGX-ST. Such purchase will be transacted on a willing-buyer-willing-seller basis and will be subject to such applicable market fees or charges and conditions, including but not limited to the brokerage fees and bid-ask condition. An investor who wishes to purchase the Units on the SGX-ST must (if not already done so) open a direct account with CDP or a sub-account with any CDP depository agent which may be a member company of the SGX-ST, bank, merchant bank or trust company. Investors who buy Units on the SGX-ST should note that market prices for Units listed and traded on the SGX-ST may, however, be different from their NAV per Unit.

10.2.2 Creation of Units by Participating Dealers

Only Participating Dealers and Designated Market Makers may apply directly to the Managers for Units.

Investors who wish to subscribe for Units in the primary market must approach a Participating Dealer to assist them with their applications to the Managers or a stockbroker to assist them with their application to the Managers through the Participating Dealer. The Participating Dealers will then apply to the Managers for the creation of Units on behalf of the investors. Therefore, investors should consult the relevant Participating Dealer for the applicable terms and conditions for assisting them with their applications to the Managers or the relevant stockbroker for the applicable terms and conditions for assisting them with their applications to the Managers through a Participating Dealer, as the case may be, including any applicable brokerage fees and other charges. The Participating Dealers are under no obligation to accept any instructions to create Units on behalf of any investors.

Units in the Sub-Fund are continuously offered to the Participating Dealers who may apply for Units in an Application Unit size or whole number multiples thereof subject to a minimum of 500,000 Units per Creation Application, or such other minimum number of Units as the Managers may determine from time to time with the approval of the Trustee, on any Dealing Day for their own account or for the account of their clients in accordance with the Operating Guidelines. The dealing period on any Dealing Day commences at 9 a.m. and ends at the Dealing Deadline at 10 a.m. for cash Creation Applications and for in-specie/in-kind Creation Applications.

A Creation Application once given cannot be revoked or withdrawn without the consent of the Managers (save during any period commencing after any suspension of issuance of Units as set out in paragraph 13.1 and before termination of such suspension, in accordance with the Deed).

(i) **Application Unit Size**

Units in the Sub-Fund are offered and issued at their Net Asset Value only in aggregations of a specified number of Units (each, an “**Application Unit**”) which is currently 100,000 Units subject to a minimum of 500,000 Units per Creation Application or such other minimum number of Units as the Managers may determine from time to time with the approval of the Trustee. Applications submitted by a Participating Dealer to the Managers in respect of Units less than the current minimum of 500,000 Units or other than in an Application Unit size (or whole number multiples thereof) will not be accepted.

Therefore, any subscription application for less than the current minimum of 500,000 Units which is submitted to a Participating Dealer by an investor (whether directly or through a stockbroker) will be rejected by that Participating Dealer.

Participating Dealers also reserve the right to reject any subscription applications from investors (whether in whole or in part) in the event they are unable to apply to the Managers for the creation of Units in an Application Unit size (or whole number multiples thereof) or for at least the current minimum of 500,000 Units.

(ii) **Procedures for Creation of Application Unit Size**

Upon application by a Participating Dealer, the Managers may instruct the Trustee to effect, for the account of the Sub-Fund, the creation of Units in the Sub-Fund in Application Unit sizes in exchange for the P-Notes linked to the relevant Composite Portfolio acceptable to the Managers or cash or a combination of both in accordance with the Operating Guidelines and the Deed, subject to any terms and conditions as the Managers may impose.

(iii) **Issue of Units**

Once the Units are created, the Managers shall effect, for the account of the Sub-Fund, the issue of Units to the relevant Participating Dealer in accordance with the Operating Guidelines and the Deed.

Units are denominated in Singapore dollars and no fractions of a Unit shall be created or issued by the Trustee.

The Trustee shall be entitled to refuse to enter (or allow to be entered) Units in the Register if at any time the Trustee is of the opinion that the provisions of the Deed, with regards to the issue of Units, are being infringed.

(iv) **Issue Price**

The Issue Price of Units shall be based on forward pricing which means that the Issue Price of the Units shall not be ascertainable at the time of application for Units.

Units to be created in respect of a Creation Application received (or deemed received) and accepted in accordance with the Operating Guidelines on a Dealing Day shall be issued at that Dealing Day’s Issue Price but, for valuation purposes only, such Units shall be deemed created and issued after the Valuation Point in relation to the Dealing Day on which the relevant Creation Application was received or deemed received and the Register will be updated one Business Day after the Settlement Day) or on such other day as the Managers and the Trustee may from time to time agree).

The Issue Price per Unit of the Sub-Fund created and issued pursuant to a Creation Application shall be the Net Asset Value of the Sub-Fund as at the Valuation Point of the relevant Dealing Day divided by the total number of Units in issue or deemed to be in issue immediately prior to that Dealing Day then truncated to three (3) decimal places (or such other number of decimal places or method of rounding as may be determined by the Managers from time to time with the approval of the Trustee).

If a Creation Application is received on a day which is not a Dealing Day or is received after the Dealing Deadline on a Dealing Day, that Creation Application shall be treated as having been received at the opening of business on the next following Dealing Day, which shall be the relevant Dealing Day for the purposes of that Creation Application. The Dealing Deadline is 10 a.m..

Where the aggregate value of the P-Notes linked to the Composite Portfolio delivered by a Participating Dealer, exceeds the Net Asset Value of an Application Unit as determined in accordance with the Operating Guidelines, the Sub-Fund will pay the Participating Dealer a cash amount equal to the difference. In the event that the Sub-Fund has insufficient cash required to pay such cash amount to the Participating Dealer, the Managers may effect sales of the Deposited Property of the Sub-Fund, or may borrow moneys to provide the cash required (to the extent permitted under the Code).

(v) **Confirmation Note**

After the Initial Offer Period, for every successful application for Units, the Participating Dealer will be sent a confirmation, detailing the number of Units allotted within five (5) Business Days after the receipt of the Application by the Registrar. **No certificates will be issued in respect of Units.**

Units will be deposited, cleared and settled by the CDP, and held in book-entry form. CDP is the registered owner (i.e. the sole Holder on record) of all outstanding Units deposited with the CDP and is therefore recognised as the legal owner of such Units. All Units created through subscription of Units through the Participating Dealers will be entered on the records of CDP in the name of the relevant Participating Dealer or its nominee. Investors owning Units are therefore beneficial owners as shown on the records of CDP or the Participating Dealers (as the case may be).

(vi) **Numerical example of how Units are allotted**

The following is an illustration of the total amount payable by an applicant based on an investment amount of 500,000 Units in the Sub-Fund with a subscription application submitted to a Participating Dealer (whether directly or through a stockbroker) and on the basis of a notional Issue Price of S\$2.80 per Unit.

500,000 Units	X	S\$2.80	=	S\$1,400,000	+	Participating Dealer fee of 0.3% x S\$1,400,000 (subject to a minimum of S\$3,000) = S\$4,200*	=	S\$1,404,200 + applicable fees and charges (including brokerage fees and charges), if any
Number of Units proposed to be subscribed		Notional Issue Price						Total amount payable by investor**

* On the basis that the Participating Dealer fee charged by the Participating Dealer will be ultimately passed to the investor. Investors should consult the relevant Participating Dealer or stockbroker for further details.

** Investors should also note that there may be additional fees and charges (including brokerage fees and charges) payable to the Participating Dealers and/or stockbrokers (as may be determined by the relevant Participating Dealer and/or stockbroker), as the case may be. The above numerical example has not included the applicable fees and charges payable by the investors (if any). Investors should note that there will be a Transaction Fee that Participating Dealers would have to pay to the Trustee and Duties and Charges may be payable by Participating Dealers in respect of each Creation Application and such Transaction Fee and Duties and Charges (if any) may ultimately be passed on to and borne by the investors. Investors who wish to subscribe for Units through the Participating Dealers (whether directly or through a stockbroker) should therefore consult the relevant Participating Dealer or stockbroker, for the actual amount of all fees and charges that would be payable to the Participating Dealer and/or stockbroker, for assisting investors with their subscription applications.

10.3 Transaction Fee and Duties and Charges

The Managers may charge a Transaction Fee and such sum (if any) as the Managers may consider represents the appropriate provision for the Duties and Charges that may be charged in respect of each Creation Application.

The Transaction Fee and Duties and Charges shall be paid by or on behalf of the Participating Dealer applying for such Units. The Managers may set off and deduct any Transaction Fee and Duties and Charges payable by a Participating Dealer against any cash amount due to the Participating Dealer in respect of such Creation Application.

Any commission, remuneration or other sum payable by the Managers to any agent or other person in respect of the issue or sale of any Unit shall not be added to the Issue Price of such Unit and shall not be paid from the Deposited Property.

10.4 Rejection and Cancellation of Creation Applications for Units in the Sub-Fund

10.4.1 Rejection of Creation Applications for Units in the Sub-Fund

The Managers have the absolute discretion to reject in whole or in part any Creation Application or to issue fewer Units than the number of Units applied for without assigning any reason including (but not limited to) if:

- (i) the acceptance of any P-Notes relating to the Creation Application or of the Creation Application would otherwise, in the opinion of the Managers, have an adverse effect or consequence (including tax consequences) on the Sub-Fund;
- (ii) the Managers reasonably believe that the acceptance of any P-Notes included in the Creation Application would be unlawful or result in the non-compliance or breach of any terms or conditions of such Creation Application, or any provisions of the Deed, or any law or regulation made pursuant thereto, or any decree, order or judgment of any court, or any guideline, request or announcement (whether legally binding or not) made by any authority or any requirements of the MAS or the SGX-ST or otherwise for such reason as the Managers may deem necessary to protect the interests of the Holders of the Sub-Fund;
- (iii) circumstances beyond the control of the Managers make it, for all practicable purposes, impossible to process such Creation Application, including, but not limited to the situation where there are insufficient P-Notes with terms which are acceptable to the Managers available to the Sub-Fund to process a cash Creation Application on the relevant Dealing Day or if the Managers are unable to invest the cash proceeds of a cash Creation Application; or
- (iv) the Managers have suspended the issuance of Units pursuant to Clause 11(J) or Clause 11(D)(ii) of the Deed.

In addition, the Managers may also reject a Creation Application made by a Participating Dealer if:

- (i) the Creation Application is not in a form and substance satisfactory to, and accompanied by such documents as may be required by, the Trustee and the Managers in accordance with the Operating Guidelines or is not made in an Application Unit size (or whole number multiples thereof) or (other than for a Creation Application submitted during the Initial Offer Period) for a minimum of 500,000 Units or such other minimum number of Units as the Managers may determine from time to time with the approval of the Trustee and/or is not made in accordance with the terms of the relevant Participation Agreement;
- (ii) the Trustee and Managers have not received copies of the certifications required under the relevant Participation Agreement or (where applicable) the Trustee and Managers have not received such other certifications as each may consider necessary to ensure compliance with applicable securities and other laws in relation to the creation and issue of Units which are the subject of the Creation Application; or
- (iii) the relevant Participating Dealer has not satisfied all terms and conditions as may be imposed by the Managers.

10.4.2 Cancellation of Creation Application for Units in the Sub-Fund

(i) Cancellation of Creation Application for Units due to settlement failure

The Trustee shall cancel a Creation Application for Units in the Sub-Fund if it has not received good title to any of the P-Notes relating to the Creation Application deposited for exchange or any such P-Notes have not been vested upon the trusts of the Deed in the Trustee or to the Trustee's satisfaction or evidence of title and instruments of transfer satisfactory to the Trustee have not been produced to and to the order of the Trustee and/or cash amounts relating to the Creation Application, the Transaction Fee and/or the Duties and Charges have not been paid received by or for the account of the Sub-Fund in cleared funds by such time on the Settlement Day as prescribed in the Operating Guidelines provided that the Managers may at their discretion, with the approval of the Trustee partially settle the Creation Application to the extent to which the P-Notes has been vested in and/or cash in cleared funds have been received by the Trustee, on such terms and conditions as the Managers may determine. The Managers may charge the Participating Dealer a Partial Delivery Request Fee for the account of the Trustee on each occasion that the Managers grant the Participating Dealer's request for partial delivery of the P-Notes and/or partial payment of the cash amounts in respect of a Creation Application for the benefit of the Trustee.

(ii) **Cancellation of Creation Application for Units due to inability to invest**

In addition to the preceding circumstances, the Managers may also instruct the Trustee to cancel any Creation Application for Units if they determine by such time as they specify in the Operating Guidelines that they are unable to invest the cash proceeds of the relevant Creation Application. This may occur if insufficient P-Notes with terms which are acceptable to the Managers are available to the Sub-Fund to process the cash Creation Application on the relevant Dealing Day.

(iii) **Fees and Charges relating to Cancellation of Creation Application for Units / Withdrawal of Creation Applications for Units**

Upon the cancellation of any Creation Application for Units as provided for above in paragraphs 10.4.2(i) or 10.4.2(ii) or if a Participating Dealer otherwise withdraws any Creation Application with the consent of the Managers (save during any period commencing after any suspension of issuance as set out in paragraph 13.1 and before termination of such suspension, in accordance with the Deed), any P-Notes or cash received by or on behalf of the Trustee in connection with the relevant Creation Application shall be redelivered to the Participating Dealer (without interest) and the relevant Units to which the cancelled or withdrawn Creation Application relates shall be deemed for all purposes never to have been created and the applicant therefor shall have no right or claim against the Managers or the Trustee in respect of such cancellation or withdrawal provided that:

- (a) the Managers may, at their discretion, charge the Participating Dealer for the account of the Trustee an Application Cancellation Fee (as set out in paragraph 8.1.2) for the account of the Trustee;
- (b) the Managers may at their discretion require the Participating Dealer to pay to the Trustee for the account of the Sub-Fund in respect of each Unit to which the cancelled or withdrawn Creation Application relates a Cancellation Compensation, being (a) the amount (if any) by which the Issue Price of each such Unit exceeds the Redemption Value which would have applied in relation to each such Unit if a Participating Dealer had, on the date on which such Creation Application for Units is cancelled or withdrawn, made a Redemption Application, plus (b) such other amount as the Managers reasonably determine as representing any charges, expenses and losses incurred by the Sub-Fund as a result of any such cancellation or withdrawal;
- (c) the Trustee shall be entitled to the Transaction Fee paid or payable by the Participating Dealer in respect of the Creation Application; and
- (d) no previous valuations of the Sub-Fund shall be re-opened or invalidated as a result of the cancellation or withdrawal of such Creation Application for Units.

11. Redemption of Units

11.1 Selling of Units on the SGX-ST

Investors who wish to sell their Units in the Sub-Fund may place an order to sell their Units on the SGX-ST during any trading day of the SGX-ST.

The trading price of the Units (i.e. the price at which Units are bought and sold on the SGX-ST) shall be on a willing buyer willing seller basis. Therefore, the trading price of a Unit may differ from the actual NAV per Unit.

Units which are quoted and traded on the SGX-ST will be quoted and traded in board lots of 100 Units. Please refer to paragraph 14 below for details on the exchange clearance and settlement of Units on SGX-ST.

11.2 Redemption of Units by Participating Dealers only

Only Participating Dealers and Designated Market Makers may apply directly to the Managers to redeem Units. Investors who wish to redeem their Units from the Managers should approach a Participating Dealer to assist them with their redemption applications to the Managers or a stockbroker to assist them with their redemption applications to the Managers through a Participating Dealer. Therefore, investors should consult the relevant Participating Dealer or stockbroker, as the case may be, for the applicable terms and conditions for assisting them with their redemption applications to the Managers, including any applicable brokerage fees and other charges as well as when they may receive the redemption proceeds from that Participating Dealer or stockbroker. The Participating Dealers are under no obligation to accept any instructions to redeem Units on behalf of any investors.

No redemption of Units shall be permitted during the Initial Offer Period and Units may only be redeemed after the listing of the Units on the SGX-ST.

11.2.1 Procedures for Redemption of Application Unit Size

A Redemption Application shall only be made or accepted (as the case may be) on a Dealing Day and shall only be in respect of Units constituting an Application Unit size (or whole number multiples thereof) subject to a minimum of 500,000 Units per Redemption Application or such other minimum number of Units as the Managers may determine from time to time with the approval of the Trustee) and shall only be accepted if made by or through a Participating Dealer in accordance with the terms of the relevant Participation Agreement. There is currently no applicable minimum holding amount.

Investors should note that any redemption applications for less than the current minimum of 500,000 Units from investors (whether directly or through a stockbroker) to a Participating Dealer will be rejected by that Participating Dealer. Participating Dealers also reserve the right to reject any redemption applications from investors (whether in whole or in part) in the event they are unable to apply to the Managers for the redemption of Units in an Application Unit size (or whole number multiples thereof) or for at least 500,000 Units or such other minimum number of Units as the Managers may determine from time to time with the approval of the Trustee.

The Managers shall, on receipt of an effective Redemption Application for the Sub-Fund from a Participating Dealer and payment of the applicable Transaction Fee and Duties and Charges (if any), effect the redemption of the relevant Units and shall require the Trustee to transfer to the Participating Dealer P-Notes or cash or a combination of P-Notes and cash, as may be applicable, in accordance with the Operating Guidelines and the Deed.

In the event that the Sub-Fund has insufficient cash required to pay such cash amount to the Participating Dealer, the Managers may effect sales of the Deposited Property of the Sub-Fund, or may borrow moneys to provide the cash required (to the extent permitted under the Code).

To be effective, a Redemption Application must:

- (i) be given by a Participating Dealer in accordance with the terms of the relevant Participation Agreement;
- (ii) specify the number of Units (in an Application Unit size or whole number multiples thereof) subject to a minimum of 500,000 Units or such other minimum number of Units as the Managers may determine from time to time with the approval of the Trustee, which is the subject of the Redemption Application; and
- (iii) specify the number of Units (in an Application Unit size or whole number multiples thereof) subject to a minimum of 500,000 Units or such other minimum number of Units as the Managers may determine from time to time with the approval of the Trustee, which is the subject of the Redemption Application; and

A Redemption Application once given cannot be revoked or withdrawn without the consent of the Managers (save during any period commencing after any suspension of redemptions as set out in paragraph 13.1 and before termination of such suspension, in accordance with the Deed).

11.2.2 Redemption Value

The Redemption Value shall be based on forward pricing which means that the redemption price of the Units shall not be ascertainable at the time of application to redeem Units.

If a Redemption Application is received on a day which is not a Dealing Day or is received after the Dealing Deadline on a Dealing Day, that Redemption Application shall be treated as having been received at the opening of business on the next following Dealing Day, which shall be the relevant Dealing Day for the purposes of that Redemption Application. For the purpose of valuation, the relevant Valuation Point shall be the Valuation Point for the Dealing Day on which the Redemption Application is treated as having been received. The Dealing Deadline is 10 a.m.

The Redemption Value of Units tendered for redemption and cancellation shall be the Net Asset Value of the Sub-Fund as at the Valuation Point of the relevant Dealing Day divided by the total number of Units in issue or deemed to be in issue immediately prior to that Dealing Day then truncated to three (3) decimal places (or such other number of decimal places or method or rounding as may be determined by the Managers from time to time with the approval of the Trustee).

The Managers may deduct from and set off against any cash payable to a Participating Dealer on the redemption of Units such sum (if any) as the Managers may consider to represent the appropriate provision for Duties and Charges and the Transaction Fee. To the extent that the cash amount is insufficient to pay such Duties and Charges and the Transaction Fee payable on such redemption, the Participating Dealer shall promptly pay the shortfall to or to the order of the Trustee. The Trustee shall not be obliged to deliver (and shall have a general lien over) any P-Notes to be transferred and/or pay out of the Deposited Property the cash amount payable on such redemption in respect of the relevant Redemption Application until such shortfall payable by the Participating Dealer is paid in full in cleared funds to or to the order of the Trustee.

Subject to the relevant provisions of the Deed, any accepted Redemption Application will be effected by the transfer of P-Notes and/or payment of cash provided that a Redemption Application duly signed by a Participating Dealer (to the satisfaction of the Managers and, where any amount is to be paid by telegraphic transfer to the designated bank account, verified in such manner as may be required by, and to the satisfaction of, the Trustee) has been received in accordance with the Operating Guidelines and provided further that the full amount of any cash amount and any Duties and Charges and the Transaction Fee payable by the Participating Dealer shall have been received by the Trustee (unless otherwise provided in the Operating Guidelines) or shall have been deducted or otherwise paid in full.

Provided that on the relevant Settlement Day in relation to an effective Redemption Application:

- (i) the Units, which are the subject of the Redemption Application, shall be redeemed and cancelled;
- (ii) the Deposited Property of the Sub-Fund shall be reduced by the cancellation of those Units but, for valuation purposes only, such Units shall be deemed to have been redeemed and cancelled after the Valuation Point as at the Dealing Day on which the Redemption Application was received; and
- (iii) the name of the Holder of such Units shall be removed from the Register in respect of those Units one Business Day after the relevant Settlement Day or such other day as the Managers and the Trustee may from time to time agree,

the Trustee shall transfer the P-Notes and/or pay the cash amount relevant to the Redemption Application out of the Deposited Property of the Sub-Fund to the Participating Dealer in accordance with the Operating Guidelines and the Deed.

No P-Notes shall be transferred or cash paid in respect of any Redemption Application unless Units, which are the subject of the Redemption Application, have been delivered to the Managers for redemption by such time on the Settlement Day as the Trustee and the Managers shall for the time being prescribe for Redemption Applications generally. Notwithstanding anything in this Prospectus, the Tranche A P-Notes and Tranche B P-Notes which are issued by Rabobank shall not be transferred in respect of any Redemption Application.

11.2.3 Failure of Delivery / Withdrawal of Redemption Applications

In the event that Units, which are the subject of a Redemption Application, are not delivered to the Managers for redemption in accordance with the foregoing or if a Participating Dealer otherwise withdraws any Redemption Application with the consent of the Managers (save during any period commencing after any suspension of redemptions as set out in paragraph 13.1 and before termination of such suspension, in accordance with the Deed):

- (i) the Redemption Application shall be deemed never to have been made except that the Transaction Fee in respect of such Redemption Application shall remain due and payable and once paid, shall be retained by the Trustee;
- (ii) the Managers may at their discretion charge the Participating Dealer for the account of the Trustee an Application Cancellation Fee;
- (iii) the Managers may at their discretion require the Participating Dealer to pay to the Trustee, for the account of the Sub-Fund, in respect of each Unit to which the cancelled or withdrawn Redemption Application Cancellation Compensation, being (a) the amount (if any) by which the Redemption Value of each such Unit is less than the Issue Price which would have applied in relation to each such Unit if a Participating Dealer had, on the final day permitted for delivery of Units which are the subject of the Redemption Application, made a Creation Application, plus (b) such other amount as the Managers reasonably determine as representing any charges, expenses and losses incurred by the Sub-Fund as a result of any such cancellation or withdrawal; and
- (iv) no previous valuations of the Sub-Fund shall be re-opened or invalidated as a result of the cancellation or withdrawal of such Redemption Application.

11.2.4 Numerical example of how Units will be redeemed

Redemption through Participating Dealers

The following is an illustration of the redemption proceeds an investor will receive based on a redemption amount of 500,000 Units in the Sub-Fund with a redemption application submitted to a Participating Dealer (whether directly or through a stockbroker) and on the basis of a notional Redemption Value of S\$3.00 per Unit.

500,000 Units	X	S\$3.00	=	S\$1,500,000	-	Participating Dealer fee of 0.3% x S\$1,500,000 (subject to a minimum of S\$3,000) = S\$4,500*	=	S\$1,495,500 - applicable fees and charges (including brokerage fees and charges), if any
Number of Units proposed to be redeemed		Notional Redemption Value						Total redemption amount payable to investors**

* On the basis that the Participating Dealer fee charged by the Participating Dealer will be ultimately passed to the investor. Investors should consult the relevant Participating Dealer or stockbroker for further details.

****** Investors should note that there may be fees and charges (including brokerage fees and charges) payable to the Participating Dealer and/or stockbrokers (as may be determined by the relevant Participating Dealer and/or stockbroker), as the case may be. The above numerical example has not included the applicable fees and charges payable by the investors (if any). Investors should also note that there will be a Transaction Fee that Participating Dealers would have to pay to the Trustee and Duties and Charges may be payable by Participating Dealers in respect of each Redemption Application and such Transaction Fee and Duties and Charges (if any) may ultimately be passed on to and borne by the investors. Investors who wish to redeem Units through a Participating Dealer (whether directly or through a stockbroker) should therefore consult the relevant Participating Dealer or stockbroker, for the actual amount of all fees and charges that would be payable to the Participating Dealer or stockbroker, as the case may be, for assisting investors with their redemption applications.

11.2.5 Transaction Fee and Duties and Charges

The Managers may charge a Transaction Fee and such sum (if any) as the Managers may consider represents the appropriate provision for the Duties and Charges that may be charged in respect of each Redemption Application.

The Transaction Fee and Duties and Charges shall be paid by or on behalf of the Participating Dealer submitting the Redemption Application. The Managers may set off and deduct any Transaction Fee and Duties and Charges payable by a Participating Dealer against any cash amount due to that Participating Dealer in respect of such Redemption Application.

11.2.6 Directed Cash Dealing

Where a Participating Dealer subscribes or redeems in cash, the Managers may at their sole discretion (but shall not be obliged to) transact for P-Notes with the P-Notes issuer nominated by the Participating Dealer. Should the nominated P-Notes issuer default on, or change the terms for, any part of the transaction, the Participating Dealer shall bear all the associated risks and costs. In such circumstance, the Managers reserve the right to transact with another P-Notes issuer and to amend the terms of the Creation or Redemption Application (as the case may be) to take into account the default and the changes to the terms.

11.3 Where any Creation Applications or Redemption Applications are submitted by a Designated Market Maker, paragraphs 10 and 11 of this Prospectus shall apply with the necessary modifications to such Applications as if they were submitted by a Participating Dealer as participating dealer on behalf of itself as applicant for, or as Holder of, the Units.

12. Obtaining Prices of Units

The indicative NAV per Unit will be published in The Straits Times, The Business Times, Lianhe Zaobao, Today, Teletext and such other foreign publication 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 (65) 1800 22 22 228. The actual NAV per Unit will generally be published two Business Days after the relevant Dealing Day in Singapore dollars.

Upon the listing of the Units on the SGX-ST, the NAV per Unit will normally be displayed on the Managers' website at uobam.com.sg or any other website designated by the Managers by close of business Singapore time on the next Business Day. The current indicative NAV per Unit will also be displayed on such website as far as it is practicable and on a best effort basis, which will be updated continuously throughout the trading period of the Units on the SGX-ST on each Business Day.

Investors should note that the current indicative NAV per Unit or of the Sub-Fund set out in the abovementioned website is merely indicative in nature and may be different from the actual NAV of the Units or the Sub-Fund.

Upon listing and quotation of the Units on the SGX-ST, the trading prices of the Units may be obtained from the website of the SGX-ST at <http://www.sgx.com>.

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 any errors on the part of the publishers concerned in the prices published in the newspaper or for any non-publication or late publication of prices by such publisher and shall incur no liability in respect of any action taken or loss suffered by the investors in reliance upon such publication (as the case may be).

13. Suspension of Issue, Realisation and Valuation of Units

13.1 The Managers may, with the prior written approval of the Trustee, suspend the issue and/or realisation of the Units during inter alia the following periods:

- (i) any period when the Recognised Exchange or the OTC Market on which any Authorised Investments forming part of the Deposited Property for the time being are listed or dealt in is closed (otherwise than for ordinary holidays) or during which dealings in such Authorised Investments are restricted or suspended or any period when the Recognised Exchange or the OTC Market on which any securities comprised in the underlying index to be tracked by the Sub-Fund (currently, the China A50 Index) or any securities comprised in a composite portfolio constructed to replicate such underlying index, is closed (otherwise than for ordinary holidays) or during which dealings in such securities are restricted or suspended;

- (ii) any period when there exists, in the opinion of the Managers, any state of affairs which constitutes an emergency as a result of which disposal of the Authorised Investments would not be reasonably practicable or might seriously prejudice the interests of Holders as a whole and of the Sub-Fund or of the Fund, as the case may be;
- (iii) any period when there is any breakdown in the usual means of communication in determining the value of any Authorised Investments (including any period when the fair value of a material portion of the Authorised Investments cannot be determined) or when for any reason whatsoever the Value of any Authorised Investment cannot, in the opinion of the Managers, be promptly and accurately ascertained;
- (iv) any period when in the Managers' opinion any remittance of money which will be or may be involved in the realisation of the Authorised Investments or payment for Authorised Investments cannot be reasonably carried out at the normal rates of exchange;
- (v) any 48 hour period (or such longer period as the Managers and the Trustee may agree) prior to the date of any meeting of Holders (or any adjourned meeting thereof);
- (vi) any period when dealing of Units is suspended pursuant to any order or direction of the MAS;
- (vii) any period when the business operations of the Managers or the Trustee with respect to the operation of the Fund or of the Sub-Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, civil unrest or acts of God;
- (viii) any period when in the Managers' opinion, the acquisition or purchase or disposal or sale of any of the Authorised Investments is not possible, not advisable or becomes impracticable or restricted due to any reason (including, without limitation to the foregoing, as a result of a default by the issuer of an Authorised Investment);
- (ix) any period when the underlying index to be tracked by the Sub-Fund (currently, the China A50 Index) is not compiled or published;
- (x) upon listing of the Units on the SGX-ST and for so long as the Units are listed on the SGX-ST:
 - (a) any period when the SGX-ST is closed (otherwise than for ordinary holidays);
 - (b) any period when dealings of the Units on the SGX-ST are restricted or suspended; or
 - (c) any period when settlement or clearing of securities in CDP is disrupted.

13.2 Such suspension shall take effect forthwith upon the declaration in writing thereof by the Managers to the Trustee and shall terminate on the day following the first Business Day on which the condition giving rise to the suspension shall have ceased to exist and no other conditions under which suspension is authorised under the circumstances set out in paragraph 13.1 above shall exist upon the declaration in writing thereof by the Managers.

13.3 During any suspension by reason of any of the circumstances set out in paragraphs 13.1(i) to (x) (as applicable) above, the calculation of the Net Asset Value of the Sub-Fund and each Unit (including the Issue Price and Redemption Value) may also be suspended. The Managers shall publish the fact that the dealings and/or valuation of Units are suspended immediately following such suspension, and at least once a month during the period of such suspension in such newspaper or newspapers in Singapore and make an announcement on SGXNET and on the Managers' website (if applicable) immediately following such suspension, and elsewhere as the Managers may, in consultation with the Trustee, from time to time think fit.

13.4 Pursuant to the Deed, in the event the Managers shall at any time, in consultation with the Trustee, determine that it would be detrimental to existing Holders for the Managers to issue or realise and/or continue to issue or realise Units at a price based on the Value of the Deposited Property as described in the Deed, the Managers may adjust the Issue Price or Redemption Value in accordance with the provisions of the Deed and may temporarily suspend the issuance and/or realisation of Units solely for such purpose and during any period of consultation or adjustment of the Issue Price and Redemption Value. Such suspension shall take effect forthwith upon the declaration in writing thereof by the Managers to the Trustee and shall terminate on the day following the first Business Day on which the condition giving rise to the suspension shall have ceased to exist and no other conditions under which suspension is authorised under Clause 11(D) and Clause 13(D) of the Deed (as the case may be) shall exist upon the declaration in writing thereof by the Managers.

13.5 In addition, pursuant to the Deed, if, immediately after any relevant day, the number of Units in relation to the Sub-Fund in issue or deemed to be in issue, having regard to redemptions and issues falling to be made by reference to that relevant day, would be less than such proportion (not exceeding 90 per cent.), as may be determined by the Managers from time to time, of the number of Units in issue or deemed to be in issue on that relevant day, the Managers may, with a view to protecting the interests of all Holders of the Sub-Fund, elect that the Redemption Value in relation to all (but not some only) of the Units falling to be redeemed by reference to that relevant day shall be the price per Unit of the Sub-Fund which, in the opinion of the Managers, reflects a fairer value for the Deposited Property of the Sub-Fund having taken into account the necessity of selling a material proportion of the Investments at that time constituting part of the Deposited Property of such Sub-Fund; and by giving notice to the Holders affected thereby within two (2) Business Days after the relevant day, the Managers may suspend the redemption of those Units for such reasonable period as may be necessary to effect an orderly redemption of Investments.

- 13.6 The Managers may also, with a view to protecting the interests of all Holders of the Sub-Fund and with the approval of the Trustee, limit the total number of Units which Holders of the Sub-Fund may redeem and which the Managers are entitled to have cancelled pursuant to the Deed on any Dealing Day to ten (10) per cent. of the total number of Units relating to the Sub-Fund then in issue (disregarding any Units which have been agreed to be issued), such limitation to be applied pro rata to all Holders in relation to the Sub-Fund who have validly requested redemptions on such Dealing Day and the Managers, so that the proportion redeemed of each holding so requested to be redeemed or cancelled pursuant to the Deed is the same for all the Holders of the Sub-Fund and the Managers. Any Units which are not redeemed or cancelled (as the case may be) as a result shall be redeemed or cancelled on the next succeeding Dealing Day Provided That if on such next succeeding Dealing Day, the total number of Units to be cancelled or redeemed (as the case may be), including those carried forward from any earlier Dealing Day, exceeds such limit, the Managers may further carry forward the requests for redemption or cancellation (as the case may be) until such time as the total number of Units to be redeemed or cancelled (as the case may be) on a Dealing Day falls within such limit (with any Units which have been carried over as aforesaid be, on any such succeeding Dealing Day, redeemed or cancelled in priority to any new Units due to be redeemed or cancelled on that Dealing Day). If Redemption Applications are carried forward as aforesaid, the Managers shall, within seven (7) days, give notice to the Holders affected thereby that such Units have not been redeemed or cancelled and that (subject as aforesaid) they shall be redeemed or cancelled on the next succeeding Dealing Day.

14. Exchange Clearance and Settlement

For the purpose of trading on the SGX-ST, a board lot for the Units will comprise 100 Units.

Units will be cleared and settled under the electronic book-entry clearance and settlement system of CDP. All dealings in and transactions of the Units through the SGX-ST will be effected in accordance with the terms and conditions for the operation of Securities Accounts, as amended from time to time.

CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the Securities Accounts maintained by such accountholders with CDP.

It is expected that the Units will be credited into or debited from the Securities Accounts of the relevant investors for the Units within three (3) Business Days after the transaction date on which the Units have been purchased or sold through the SGX-ST.

Clearance and Settlement under the Depository System

The Units will be registered in the name of CDP or its nominee and held by CDP for and on behalf of persons who maintain, either directly or through depository agents, Securities Accounts with CDP. Persons named as direct Securities Account holders and depository agents in the depository register maintained by CDP will be treated as Holders in respect of the number of Units credited to their respective Securities Accounts. Investors should note that as long as the Units are listed on the SGX-ST, Units may not be withdrawn from the depository register kept by CDP.

Transactions in the Units under the book-entry settlement system will be reflected by the seller's Securities Account being debited with the number of Units sold and the buyer's Securities Account being credited with the number of Units acquired and no transfer stamp duty is currently payable for the transfer of Units that are settled on a book-entry basis.

Units credited to a Securities Account may be traded on the SGX-ST on the basis of a price between a willing buyer and a willing seller. Units credited into a Securities Account may be transferred to any other Securities Account with CDP, subject to the relevant transferor investor having attained the age of 21 years unless otherwise permitted by law and the terms and conditions for the operation of Securities Accounts and a transfer fee payable to CDP (investors should refer to the CDP's website at <http://cdp.com.sg> for the latest applicable transfer fee). All persons trading in the Units through the SGX-ST should ensure that the relevant Units have been credited into their Securities Account, prior to trading in such Units, since no assurance can be given that the Units can be credited into the Securities Account in time for settlement following a dealing. If the Units have not been credited into the Securities Account by the due date for the settlement of the trade, the buy-in procedures of the SGX-ST will be implemented.

Dealings in the Units will be carried out in Singapore dollars and will be effected for settlement in CDP on a scripless basis. Settlement of trades on a normal "ready" basis on the SGX-ST generally takes place on the third Business Day following the transaction date. CDP holds securities on behalf of investors in Securities Accounts. An investor may open a direct account with CDP or a sub-account with any CDP depository agent. A CDP depository agent may be a member company of the SGX-ST, bank, merchant bank or trust company.

Clearing Fees

A clearing fee for the trading of Units on the SGX-ST is payable at the rate of 0.04 per cent. of the transaction value, subject to a maximum of S\$600 per transaction. The clearing fee, instrument of transfer, deposit fee and unit withdrawal fee may be subject to Singapore's prevailing GST (currently 7.0 per cent).

15. Restrictions on Holders

Every person purchasing Units will be deemed to have represented, agreed and acknowledged that it is not an Unauthorised US Person (as defined in the Glossary of Terms).

The Managers have power to impose such restrictions as they may think necessary for the purpose of ensuring that no Units are acquired or held which would result in such holding being:

- a breach of the law or requirements of any country or governmental authority or any stock exchange on which the Units are listed in circumstances which, in the Managers' opinion, might result in the Fund and/or the Sub-Fund being adversely affected which the Fund and/or the Sub-Fund might not otherwise have suffered; or
- in the circumstances which, in the Managers' opinion, may result in the Fund and/or the Sub-Fund incurring any tax liability or suffering any other pecuniary disadvantage which the Fund might not otherwise have incurred or suffered; or
- held by an Unauthorised US Person (as defined in the Glossary of Terms).

Upon notice that any Units are so held, the Managers may require such Holders to redeem or transfer such Units in accordance with the provisions of the Deed. A person who becomes aware that he is holding or owning Units in breach of any of the above restrictions is required either to redeem his Units in accordance with the Deed or to transfer his Units to a person whose holding would be permissible under this Prospectus and the Deed.

16. Transfer of Units

Units held by Holders may be transferred by an instrument in writing in common form signed by (or, in the case of a body corporate, signed on behalf of or sealed by) the transferor and the transferee subject to the transferor having attained the age of 21 years unless otherwise permitted by law. The transferor will be deemed to remain the Holder of the Units transferred until the name of the transferee is entered in the relevant Register in respect of such Units.

For so long as the Units are listed on the SGX-ST, transfers of Units between depositors (i.e. direct account holders with CDP and depository agents whose names are entered in CDP's register in respect of Units held by them) shall be effected electronically through CDP making an appropriate entry in CDP's electronic register of the Units that have been transferred in accordance with CDP trading requirements, and the above sub-paragraph will not apply to such transfers.

The transfer of Units is subject to such fees or charges as may from time to time be imposed by CDP and / or the appointed agents or distributors or the Trustee which will be borne by the investor.

17. Performance of the Sub-Fund

17.1 Past performance and benchmark of the Sub-Fund

The Sub-Fund is a newly established fund and does not have a performance track record as at the date of registration of this Prospectus. The performance of the Sub-Fund will be measured against the China A50 Index.

17.2 Expense ratio

As the Sub-Fund is a newly established fund, the expense ratio based on figures in the Sub-Fund's latest audited accounts is not available as at the date of registration of this Prospectus.

17.3 Turnover ratio

As the Sub-Fund is a newly established fund, the turnover ratio based on figures in the Sub-Fund's latest audited accounts is not available as at the date of registration of this Prospectus.

18. Soft Dollar Commissions/Arrangements and Brokerage Transactions

18.1 Soft Dollar Commissions/Arrangements

The Managers may from time to time receive and enter into soft-dollar commissions or arrangements in the management of the Sub-Fund.

The soft-dollar commissions or arrangements which the Managers may receive or enter into include specific advice as to the advisability of dealing in, the value of any investments, research and advisory services, economic and political analyses, portfolio analyses including valuation and performance measurements, market analyses, data and quotation services 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, the conduct of research and the analysis, and custodian services in relation to the investments managed for the Sub-Fund. 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.

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 Sub-Fund, provided that the Managers shall ensure at all times that such transactions are executed on the best available terms taking into account the relevant market at the time for transactions of the kind and size concerned 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 rebates for their own account in respect of rebates earned when transacting in securities for account of the Sub-Fund.

18.2 Brokerage Transactions

The policy of the Managers regarding purchases and sales of Authorised Investments is that primary consideration will be given to obtaining the most favourable prices and efficient execution of transactions. Consistent with this policy, when transactions are effected on a stock exchange, the Managers' policy is to pay commissions which are considered fair and reasonable without necessarily determining that the lowest possible commissions are paid in all circumstances.

The Managers believe that a requirement always to seek the lowest possible commission cost may impede effective portfolio management and preclude the Sub-Fund and the Managers from obtaining a high quality of brokerage and research services. In seeking to determine the reasonableness of brokerage commissions paid in any transaction, the Managers rely upon their experience and knowledge regarding commissions generally charged by various brokers and on their judgment in evaluating the brokerage and research services received from the broker effecting the transaction. Such determinations are necessarily subjective and imprecise and, as in most cases, an exact dollar value for those services is not ascertainable.

As far as the Managers are aware, none of the directors of the Managers nor any of their Associates are or will become entitled to receive any part of any brokerage charged to the Sub-Fund or any part of any fees, allowances or benefits received on purchases charged to the Sub-Fund.

19. Conflicts of Interest

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

- all investment ideas are shared equally among fund 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 U.S.A. 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 the CFA Institute and candidates who are in pursuit of the charter, including those from Singapore, are expected to comply with CFA Institute standards. The Code of Ethics and the Standards of Professional Conduct are in place to ensure high ethical and professional standards of the investment professionals as well as fair treatment to the investing public;
- in addition, despite the possible overlap in the scope of investments, none of the funds are identical to one another and investment decisions are made according to the individual risk return characteristics of the fund; and
- most importantly, the Managers' usual fair and unbiased practice is to allocate investment between various funds which place the same orders simultaneously on a pro rata basis. However, should any potential conflicts of interest arise from a situation of competing orders for the same securities, the Managers 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.

19.2 Investors should note that the Managers are acting as the swap counterparty under the swap agreement entered into with Rabobank Hong Kong in respect of the Tranche A P-Notes (as further described in paragraph 7.2.3 above and a conflict of interest may arise due to the Sub-Fund's investment in the Tranche A P-Notes as the Managers are considered to be (a) a related party; (b) receiving or expected to receive monetary benefits or consideration when they would be able to earn a Maintenance Fee as set out in paragraph 8.2 above for the use of their QFII quota. In addition, the Managers and the Trustee and their respective Associates (collectively the “**Parties**”) are or may be involved in other financial, investment and professional activities which may on occasion cause conflict of interest with the management of the Sub-Fund. These include, inter alia, the management of other funds, purchases and sales of securities, investment and management counselling, brokerage services, trustee and custodial services and serving as directors, officers, advisers or agents of other funds or other companies, including companies in which the Sub-Fund may invest.

19.3 Each of the Parties will respectively ensure that the performance of their respective duties will not be impaired by any such involvement that they might have. In the event that a conflict of interest does arise, the Parties shall endeavour to ensure that it is resolved fairly and in the interest of Holders.

19.4 The Managers and the Trustee shall conduct all transactions for and on behalf of the Sub-Fund at an arm's length basis. Associates of the Trustee may be engaged to provide banking, brokerage or financial services to the Fund and Sub-Fund, and such services, where provided, will also be on an arm's length basis.

20. Reports

Financial year-end and distribution of reports and accounts

The financial year-end for the Sub-Fund is 30 June.

The annual report, annual accounts and the auditor's report on the annual accounts for the Sub-Fund will be prepared and, when available, will be sent within three months of the financial year-end (or such other period as may be permitted by the MAS).

The semi-annual report and semi-annual accounts for the Sub-Fund will be prepared and, when available, will be sent within two months of the financial half-year end, i.e., 30 December (or such other period as may be permitted by the MAS). The first audited accounts of the Fund will be prepared in respect of the financial period ending 30 June 2010.

21. Other Material Information

21.1 Indemnities, Exemptions from Liability and Disclaimers

Please note that the following paragraphs are extracts from the Deed and investors should refer to the Deed for full details on the clauses relating to exemptions from liability (as well as indemnities) provided to the Trustee and the Managers pursuant to the Deed.

- 21.1.1** Neither the Trustee nor the Managers shall be under any liability except such liability as may be expressly imposed by the Deed nor shall any of them (save as otherwise provided in the Deed) be liable for any act or omission of the other of them.
- 21.1.2** Neither the Trustee nor the Managers shall incur any liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or other document of title or other paper or document believed to be genuine and to have been passed, sealed or signed by the proper parties.
- 21.1.3** Neither the Trustee nor the Managers shall incur any liability to the Holders for doing or (as the case may be) failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, 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 or regulatory authority (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.
- 21.1.4** Neither the Trustee nor the Managers shall be responsible for any authenticity of any signature or of any seal affixed to an endorsement on any certificate or to any transfer or form of application, request for realisation, endorsement or other document affecting the title to or transmission of Units (including signatures on such documents received by facsimile or electronic transmission) or be in any way liable for any forged or unauthorised signature on or any seal affixed to such endorsement, transfer or other document or for acting upon or giving effect to any such forged or unauthorised signature or seal or for exercising their discretion not to act on such instructions received by facsimile or electronic transmission, provided that the Trustee and the Managers reasonably believed that such signature or seal was authentic. The Trustee and the Managers respectively shall nevertheless be entitled but not bound to require that the signature of any person to any document required to be signed by him under or in connection with the Deed shall be verified or otherwise authenticated to its or their reasonable satisfaction.
- 21.1.5** Any indemnity expressly given to the Trustee or the Managers in the Deed is in addition to and without prejudice to any indemnity allowed by law; Provided Nevertheless That nothing in any of the provisions of the Deed shall in any case in which the Trustee and/or the Managers, as the case may be, have failed to show the degree of diligence and care required of them by the provisions of the Deed exempt them from or indemnify them against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or trust of which they may be guilty in relation to their duties.
- 21.1.6** Neither the Trustee nor the Managers shall be responsible for acting upon any resolution purporting to have been passed at any meeting of 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 of the Sub-Fund or Fund (as the case may be).
- 21.1.7** The Trustee and the Managers may accept as sufficient evidence of the Value of any Authorised Investment or the cost price or sale price thereof or of any market quotation a certificate by a stockbroker or any other person, firm or association qualified in the opinion of the Managers and Trustee to provide such a certificate.
- 21.1.8** At all times and for all purposes of the Deed the Trustee and the Managers may rely upon the established practice and rulings of the SGX-ST or any other Recognised Exchange and any committees and officials thereof on which any dealing in any Authorised Investment or other property is from time to time effected in determining what shall constitute a good delivery and any similar matters and such practice and rulings shall be conclusive and binding upon all persons under the Deed.
- 21.1.9** If the Managers or the Trustee is requested by any department of any government or administration to provide such department with any information regarding any one or more of the following, namely, the Fund or Sub-Fund, the Holders or any of them, the Sub-Fund's investments, the income of the Sub-Fund, or the provisions of the Deed, and complies with such request, whether or not enforceable, none of the Trustee or the Managers shall incur any liability to the Holders or any of them or to any other person as a result of such compliance or in connection with such compliance.

- 21.1.10 In the absence of fraud or gross negligence by the Managers or the Trustee, they shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done by it in good faith under the provisions of the Deed and in particular, but without prejudice to the generality of the foregoing, neither the Managers nor the Trustee shall, in ascertaining the Value of any Unquoted Investment (where applicable), be under any liability by reason of the fact that a price reasonably believed to be the mean of the bid and offer prices quoted by responsible institutions in the OTC Market at the time of calculation (or at such other time as may be determined by the Managers after consultation with the Trustee) may be found not to be such.
- 21.1.11 Nothing contained in the Deed shall be construed so as to prevent the Managers and the Trustee in conjunction or the Managers or the Trustee separately from acting as managers or trustee of trusts separate and distinct from the Fund and its Sub-Fund and neither of them shall in any way be liable to account to the Fund, the Sub-Fund or any Holder or other person for any profit or benefit made or derived hereby or in connection therewith.
- 21.1.12 In no event shall a Holder have or acquire any rights against the Trustee and Managers or either of them except as expressly conferred upon such Holder by the Deed.
- 21.1.13 The Trustee shall not be bound to make any payment to any Holder except out of the funds held by it for that purpose under the provisions of the Deed.
- 21.1.14 The Trustee shall not incur any liability for any loss which a Holder may suffer by the reason of any depletion in the NAV of the Deposited Property which may result from any securities lending transaction effected under Clause 15(E) of the Deed and shall be indemnified out of and have recourse to the Deposited Property in respect thereof.
- 21.1.15 Neither the Managers nor the Trustee shall incur any liability by reason of any loss which a Holder may suffer by reason of any depletion in the NAV of the Deposited Property which may result from any borrowing arrangements made pursuant to Clause 16(C) of the Deed by reasons of fluctuations in the rates of exchange and (save as otherwise expressly provided in the Deed) the Trustee shall be entitled to be indemnified out of and have recourse to the Deposited Property in respect of any liabilities, costs, claims or demands which it may suffer arising directly or indirectly from the operation of Clause 16 of the Deed and the arrangements referred to therein.
- 21.1.16 Subject as expressly provided in the Deed, the Trustee shall be entitled for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as trustee to have recourse to the Deposited Property or any part thereof (without prejudice to the obligation of the Managers to reimburse the Trustee on account of the Deposited Property in respect of all such matters relating to the Trustee's remuneration as falling within Clause 23(B) of the Deed).
- 21.1.17 Upon the Fund or the Sub-Fund being terminated, the Trustee shall be entitled to retain out of any monies in its hands as part of the Deposited Property under the provisions of Clause 35 of the Deed to be distributed to Holders full provision for all fees, costs, charges, expenses, claims and demands incurred, made or apprehended by the Trustee in connection with or arising out of the liquidation of the Fund or Sub-Fund (as the case may be) and out of the monies so retained to be indemnified and saved harmless against any such costs, charges, expenses, claims and demands.
- 21.1.18 Neither the Trustee nor the Managers shall be liable for any lost profits, economic loss or indirect, special or consequential losses and damages suffered by the Fund, the Sub-Fund or any Holder.
- 21.1.19 The Managers and the Trustee are not responsible for compiling the China A50 Index or verifying the accuracy of the China A50 Index information.
- 21.1.20 The Trustee is not responsible for the performance of the P-Notes (including any default or credit event or otherwise which may occur in respect of the P-Notes) or for the performance or enforceability of any security or collateral provided in relation to the P-Notes or for any act or omission of the P-Notes issuer(s), whether in relation to any default or credit event or insolvency of any P-Notes issuer which may occur or otherwise, and is not responsible for the counterparty risks relating to the P-Notes issuer(s) that the Sub-Fund may be exposed to or for the adequacy of any security or collateral provided in relation to the P-Notes and shall not incur any liability to the Fund, the Sub-Fund any Holder or any other person in respect of or in connection with the same.
- 21.1.21 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, instruction or advice of the Managers under the Deed.
- 21.1.22 Neither the Managers nor the Trustee shall be liable for any loss suffered by the Deposited Property of any Sub-Fund or to any Holder of Units for any loss or damage arising from reasons or crisis beyond their control, or the control of their respective employees including without limitation nationalisation, expropriation, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes, nuclear fusion or acts of god.
- 21.1.23 The following provisions of this paragraph 21.1.23 relate solely to the security assignment deed to be entered into between Rabobank Hong Kong (the "**Assignor**"), the Trustee in its capacity as the trustee of the Sub-Fund (the "**Assignee**") and the Managers (as the "**Swap Counterparty**") in connection with the Tranche A P-Notes (the "**Security Assignment**"), and the security deed to be entered into between Rabobank Hong Kong (the "**Chargor**"), the Trustee as trustee for the Sub-Fund (the "**Chargee**") and The Hongkong and Shanghai Banking Corporation Limited (the "**Custodian**") in connection with the Tranche B P-Notes (the "**Security Deed**"). The Tranche B P-Notes together with the Tranche A P-Notes are hereinafter referred to as the "**Notes**". The Security Assignment and Security Deed shall hereinafter be referred to collectively as the "**Security Documents**" and each a "**Security Document**".

For the purposes of this paragraph 21.1.23, the term “**Transaction Security**” shall mean any security created, evidenced or expressed to be created or evidenced pursuant to the Security Documents, the term “**Charged Property**” shall mean all of the assets of the Assignor or Chargor (as the case may be) which from time to time are, or are expressed to be, the subject of the Transaction Security and the term “**Event of Default**” shall mean an event of default as defined in condition 14 of the terms and conditions of the Notes.

- (i) The Trustee shall:
 - (a) except as otherwise provided, act and exercise any right, power, authority or discretion vested in it as Assignee or (as the case may be) as Chargee in accordance with any instructions given to it by the Managers (or, if so instructed by the Managers, refrain from exercising any right, power, authority or discretion vested in it as Assignee or (as the case may be) as Chargee) and shall be entitled to assume that unless it has received actual notice of revocation from the Managers that any instructions or directions given by the Managers have not been revoked; and
 - (b) be entitled to request instructions, or clarification of any direction, from the Managers as to whether, and in what manner, it should exercise or refrain from exercising any rights, powers and discretions and the Trustee may refrain from acting unless and until those instructions or clarification are received by it.
- (ii) Subject to the provisions of this paragraph 21.1.23:
 - (a) the Trustee may, in the absence of any instructions to the contrary, take such action or omission in the exercise of any of its powers and duties under the Security Documents which in its absolute discretion it considers to be for the protection and benefit of all the Holders; and
 - (b) at any time after receipt by the Trustee of notice from the Managers directing the Trustee to exercise all or any of its rights, remedies, powers or discretions under any of the Security Documents, the Trustee may, and shall if so directed by the Managers, take any action as in its sole discretion it thinks fit to enforce the Transaction Security.
- (iii) The Trustee may:
 - (a) assume unless it has received actual notice from the Managers to the contrary that (i) no Event of Default has occurred, (ii) the Assignor is not in breach of or default under its obligations under the Security is not in breach of or default under its obligations under the Security Assignment and/or the Chargor is not in breach of or default under its obligations under the Security Deed and (iii) any right, power, authority or discretion vested by any Security Document in any person has not been exercised;
 - (b) if it receives any instructions or directions from the Managers to take any action in relation to the Transaction Security, assume that all applicable conditions under the Security Documents for taking that action have been satisfied;
 - (c) engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts (whether obtained by the Trustee or by the Managers) whose advice or services may at any time seem necessary, expedient or desirable;
 - (d) rely upon any communication or document believed by it to be genuine and, as to any matters of fact which might reasonably be expected to be within the knowledge of the Assignor, the Chargor, the Swap Counterparty or the Custodian, upon a certificate signed by a director or authorised signatory for or on behalf of that person; and
 - (e) refrain from acting in accordance with the instructions of the Managers (including bringing any legal action or proceeding arising out of or in connection with the Security Documents) until it has received any indemnification and/or security that it may in its absolute discretion require (whether by way of payment in advance or otherwise) for all costs, losses and liabilities which it may incur in bringing such action or proceedings.
- (iv) (a) The Trustee shall promptly inform the Managers of the contents of any notice or document received by it in its capacity as Assignee or Chargee under any Security Document.
- (b) The Managers shall, upon becoming aware of the occurrence of any of the following:
 - (1) the occurrence of any Event of Default under the Notes, ;
 - (2) the occurrence of any Enforcement Event under the Security Documents;
 - (3) any failure by the Chargor to comply with its obligations to maintain the Acceptable Collateral Level (as defined in the Security Deed) in the Securities Account (as defined in the Security Deed) in accordance with the terms and conditions of the Security Deed (including any breach by the Chargor of Clauses 6.4 and 6.5 of the Security Deed);

- (4) any security which has been deposited by the Chargor in the Securities Account under the Security Deed is not acceptable to the Managers;
- (5) any Variation of the Assigned Agreement (each as defined under the Security Assignment);
- (6) any dispute over payments to be made under the Assigned Agreement or any circumstances which, in the Managers' reasonable opinion, may give rise to a claim by a person other than the Trustee (in its capacity as Assignee under the Security Assignment) on or in relation to the Assigned Assets (as defined in the Security Assignment),

promptly notify the Trustee of such occurrence and provide instructions to the Trustee where necessary.

- (v) Notwithstanding anything to the contrary expressed or implied in the Deed or any Security Document, the Trustee shall not:
 - (a) be bound to enquire as to (i) the occurrence of any Event of Default or (ii) the performance, default or any breach by the Assignor, the Chargor or the Managers of its or their obligations under any of the Security Documents or Clause 25(O) of the Deed;
 - (b) be bound to account to any Holder or the Managers for any sum or the profit element of any sum received by it for its own account;
 - (c) be bound to disclose to any other person (including any Holder or the Managers) (i) any confidential information or (ii) any other information if disclosure would or might in its reasonable opinion constitute a breach of any law or be a breach of fiduciary duty;
 - (d) be under any obligations other than those which are specifically provided for in the Deed, the Prospectus or any Security Document to which it is party;
 - (e) have or be deemed to have any relationship of trust or agency with, the Assignor or the Chargor;
 - (f) be obliged to enquire or determine the suitability and adequacy of the Charged Property and the Transaction Security; or
 - (g) be obliged to request the Chargor to deposit the collateral under the Security Deed.
- (vi) The Trustee shall not accept responsibility or be liable for:
 - (a) the adequacy, accuracy and/or completeness of any information supplied by the Trustee;
 - (b) the adequacy, accuracy, authenticity and/or completeness of any information and instructions supplied or purportedly made by a director or authorised signatory or by any other person in connection with the Security Documents or the transactions contemplated in the Security Documents, or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Security Documents;
 - (b) the legality, validity, effectiveness, adequacy or enforceability of any Security Document or the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with any Security Document or the Transaction Security;
 - (c) any losses to any person or any liability arising as a result of taking or refraining from taking any action in relation to any of the Security Documents or the Transaction Security or otherwise, whether in accordance with an instruction from the Managers or otherwise;
 - (d) the exercise of, or the failure to exercise, any judgment, discretion or power given to it by or in connection with any of the Security Documents, the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Security Documents or the Transaction Security; or
 - (e) any shortfall which arises on the enforcement of the Transaction Security; or
 - (f) any act or omission of, or the performance, default or breach of obligations by, the Managers, the Assignor or the Chargor under the Security Documents.
- (vii) No Holder may take any proceedings against any officer, employee or agent of the Trustee in respect of any claim it might have against the Trustee or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Security Document.

- (viii) It is understood and agreed by the Managers that at all times the Managers have themselves been, and will continue to be, solely responsible for making their own independent appraisal of and investigation into all risks arising under or in connection with the Security Documents including but not limited to:
- (a) the financial condition, creditworthiness, condition, affairs, status and nature of each of the Assignor and the Chargor;
 - (b) the legality, validity, effectiveness, adequacy and enforceability of each of the Security Documents and the Transaction Security and any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Security Documents or the Transaction Security;
 - (c) whether the Managers have recourse, and the nature and extent of that recourse, against the Assignor or the Chargor or any other person or any of their respective assets under or in connection with the Security Documents, the transactions contemplated in the Security Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Security Documents;
 - (d) the adequacy, accuracy and/or completeness of any information provided by any person in connection with the Security Documents, the transactions contemplated in the Security Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Security Documents; and
 - (e) the right or title of any person in or to, or the value or sufficiency of any part of the Charged Property, the priority of any of the Transaction Security or the existence of any Security affecting the Charged Property.
- (ix) The Trustee shall not be liable for any failure to:
- (a) require the deposit with it of any deed or document certifying, representing or constituting the title of the Assignor or the Chargor to any of the Charged Property;
 - (b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any of the Security Documents or the Transaction Security;
 - (c) register, file or record or otherwise protect any of the Transaction Security (or the priority of any of the Transaction Security) under any applicable laws in any jurisdiction or to give notice to any person of the execution of any of the Security Documents or of the Transaction Security;
 - (d) take, or to require any of the Assignor or the Chargor to take, any steps to perfect its title to any of the Charged Property or to render the Transaction Security effective or to secure the creation of any ancillary security under the laws of any jurisdiction; or
 - (e) require any further assurances in relation to any of the Security Documents.
- (x) The Trustee shall not be under any obligation to insure any of the Charged Property, to require any other person to maintain any insurance or to verify any obligation to arrange or maintain insurance contained in the Security Documents. The Trustee shall not be responsible for any loss which may be suffered by any person as a result of the lack of or inadequacy of any such insurance. Where the Trustee is named on any insurance policy as an insured party, it shall not be responsible for any loss which may be suffered by reason of, directly or indirectly, its failure to notify the insurers of any material fact relating to the risk assumed by the insurers or any other information of any kind.
- (xi) The Trustee shall be entitled to accept without enquiry, and shall not be obliged to investigate, the right and title as each of the Assignor and the Chargor may have to any of the Charged Property and shall not be liable for or bound to require the Assignor or the Chargor to remedy any defect in its right or title.
- (xii) Notwithstanding any other provision of the Deed or any Security Document the Trustee shall not be required to exercise any voting rights in respect of the Collateral Securities (as defined in the Security Deed) in accordance with Clause 7.4 of the Security Deed unless the Managers have provided specific instructions to the Trustee on how such voting rights are to be exercised by the Trustee.
- (xiii) Without prejudice to the other provisions of the Deed, the Trustee shall be entitled for the purpose of indemnifying itself against all costs, claims, losses, expenses (including legal fees) and liabilities (together with any applicable tax), whether or not reasonably foreseeable, properly incurred by the Trustee in relation to or arising out of:
- (a) the taking, holding, protection or enforcement of the Transaction Security,
 - (b) the exercise of any of the rights, powers, discretions and remedies vested in any of them by the Security Documents or by law,

- (c) any default by the Assignor, the Custodian, the Swap Counterparty or the Chargor in the performance of any of the obligations expressed to be assumed by it in the Security Documents, and
- (d) which otherwise relate to any of the Transaction Security or the performance of the terms of any Security Agreement (otherwise than as a result of its gross negligence or wilful misconduct),

to have recourse to the Deposited Property or any part thereof.

- (xiv) The Trustee may, in priority to any payment to the Sub-Fund, indemnify itself out of the Deposited Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in paragraph 21.1.23(xiii) above and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all moneys payable to it under this paragraph 21.1.23.

21.1.24 The Trustee shall not be responsible for or have duties or obligations arising from, including without limitation, verifying, overseeing or monitoring (i) changes in the relevant laws applicable to the withholding taxes as described in paragraph 8.2 and the impact arising from changes to such laws; (ii) the impact of such withholding taxes on the Net Asset Value or performance of the Sub-Fund arising from the crediting or debiting of such withholding taxes; or (iii) whether the P-Notes issuer(s) have credited to, or debited from the Sub-Fund and/or the P-Notes (whether in relation to the P-Notes' value or redemption amounts or other payouts), the correct amount of any applicable withholding taxes, or whether such credits to or debits from the Sub-Fund and/or the P-Notes (as the case may be) have been or will be carried out at the correct times. The Trustee shall not incur any liability to the Fund, the Sub-Fund, any Holder or any other person in respect of or in connection with the aforementioned.

21.2 Investment and borrowing restrictions

The investment and borrowing guidelines for non-specialised funds issued by the MAS under Appendix 1 and Annexes 1a and 1b to the Code, which guidelines may be amended from time to time, shall apply to the Sub-Fund save to the extent waived or exempted by the MAS from time to time.

The borrowing guidelines currently provide that the Sub-Fund may borrow only for the purposes of meeting redemptions and short-term (not more than 4 weeks) bridging requirements. Aggregate borrowings for such purposes should not exceed 10% of the Deposited Property of the Sub-Fund at the time the borrowing is incurred.

The Managers currently do not intend to engage in any borrowings, although the Sub-Fund's borrowing powers may, if so required and subject to the Deed and the Code, be exercised to meet redemptions.

21.3 Voting by Managers, Trustee and Custodian

The Managers, Trustee, Custodian and their respective Connected Persons and any director of the Managers are prohibited from voting their beneficially held Units at or be counted in the quorum for a meeting of Holders at which they have a material interest in the business to be conducted.

21.4 Valuation

The Net Asset Value of the Sub-Fund and the Net Asset Value per Unit shall be calculated as at the Valuation Point in relation to each Dealing Day save where the valuation of the Units is suspended pursuant to the Deed (the circumstances under which such suspension may take place are set out in paragraph 13 above).

The Net Asset Value of the Sub-Fund shall be calculated by valuing the assets of the Sub-Fund in accordance with the Deed and deducting from such amount the liabilities of the Sub-Fund in accordance with the Deed (the relevant provisions of which are reproduced below in this paragraph 21.4).

The Net Asset Value per Unit shall be obtained by taking the Net Asset Value of the Sub-Fund and dividing the same by the number of Units in issue or deemed to be in issue immediately prior to the relevant Dealing Day and truncating such amount to three (3) decimal places (or such other number of decimal places or method of rounding as may be determined by the Managers from time to time with the approval of the Trustee).

The "Value", except where otherwise expressly stated and subject always to the requirements of the Code, with reference to any Authorised Investment which is:

- (i) a Quoted Investment, shall be calculated, as the case may be, by reference to the official closing price, the last known transacted price or the last transacted price on such Recognised Exchange or OTC Market as at the Valuation Point in respect of the Dealing Day on which the Value is to be determined; where such Quoted Investment is listed, dealt or traded in more than one Recognised Exchange or OTC Market, the Managers (or such person as the Managers shall appoint for the purpose) may in their absolute discretion select any one of such Recognised 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 prices quoted by responsible firms, corporations or associations on a Recognised Exchange or an OTC Market at the Valuation Point in respect of the Dealing Day on which the Value is to be determined;

- (ii) an Unquoted Investment, shall be calculated by reference to the initial value thereof being the amount expended in the acquisition thereof or 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 and in the valuation of such Authorised Investment the Managers may take into account relevant factors including without limitation significant recent events affecting the issuer such as pending mergers and acquisitions and restrictions as to saleability or transferability;
- (iii) cash, deposits and similar assets shall be valued (by an Approved Valuer) at their face value (together with accrued interest) unless, in the opinion of the Managers, any adjustment should be made to reflect the value thereof;
- (iv) an Investment other than as described above, shall be valued (by an Approved Valuer) in such manner and at such time as the Managers shall determine after consultation with the Trustee,

PROVIDED THAT, if the quotations referred to above are not available, or if the Value of the Authorised Investment determined in the manner described 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. The Managers shall notify the Holders of such change if required by the Trustee. For the purposes of this proviso, the “fair value” shall be determined by the Managers in consultation with a Stockbroker or an Approved Valuer and with the approval of the Trustee, in accordance with the Code.

In exercising in good faith the discretion given by the proviso above, the Managers shall not, subject to the provisions of the Code, assume any liability towards the Fund or Sub-Fund, and the Trustee shall not be under any liability in accepting the opinion of the Managers, notwithstanding that the facts may subsequently be shown to have been different from those assumed by the Managers.

In calculating the NAV of the Deposited Property or any proportion thereof:

- (a) every Unit agreed to be issued by the Managers shall be deemed to be in issue and the Deposited Property shall be deemed to include not only cash or other assets in the hands of the Trustee but also the value of any cash, accrued interest on bonds or interest-bearing instruments or other assets to be received in respect of Units agreed to be issued and (in the case of Units issued against the vesting of Authorised Investments) any moneys payable out of the Deposited Property pursuant to Clause 9 of the Deed;
- (b) where Authorised Investments have been agreed to be purchased or otherwise acquired or sold but such purchase, acquisition or sale has not been completed, such Authorised Investments shall be included or excluded and the gross purchase, acquisition or net sale consideration excluded or included as the case may require as if such purchase, acquisition or sale had been duly completed;
- (c) where in consequence of any notice or request in writing given pursuant to Clauses 12 or 13 of the Deed, a reduction of the Sub-Fund by the cancellation of Units is to be effected but such reduction has not been completed the Units in question shall not be deemed to be in issue and any amount payable in cash and the value of any Authorised Investments to be transferred out of the Deposited Property;
- (d) all sums which are payable out of the Deposited Property but not provided for above shall be deducted, including (without limitation):
 - (1) any amount of the management fee, the Trustee’s fee, the Cost of Establishment of the Sub-Fund and any other expenses accrued but remaining unpaid;
 - (2) the amount of tax, if any, on capital gains (including any provision made for unrealised capital gains) accrued up to the end of the last Accounting Period and remaining unpaid;
 - (3) the amount in respect of tax, if any, on net capital gains realised during a current Accounting Period prior to the valuation being made as in the estimate of the Managers will become payable;
 - (4) the aggregate amount for the time being outstanding of any borrowings effected under Clause 16(C) of the Deed together with the amount of any interest and expenses thereon accrued pursuant to sub-Clause 16(C)(v) of the Deed and remaining unpaid; and
 - (5) all such costs, charges, fees and expenses as the Managers may have determined pursuant to the provisions of the Deed;
- (e) there shall be taken into account such sum as in the estimate of the Managers will fall to be paid or reclaimed in respect of taxation related to Income up to the time of calculation of the NAV of the Deposited Property;
- (f) there shall be added the amount of any tax, if any, on capital gains estimated to be recoverable and not received;
- (g) any Value (whether of an Authorised Investment, cash or a liability) otherwise than in Singapore dollars and any non Singapore dollar borrowing shall be converted into Singapore dollars at the rate (whether official or otherwise) which the Managers shall after consulting with or in accordance with a method approved by the

Trustee deem appropriate to the circumstances having regard inter alia to any premium or discount which may be relevant and to the costs of exchange;

- (h) where the current price of an Authorised Investment is quoted “ex” dividend, interest or other payment but such dividend, interest or other payment has not been received the amount of such dividend, interest or other payment shall be taken into account; and
- (i) there shall be taken into account such estimated sum approved by the Trustee as in the opinion of the Managers represents provision for any nationalisation, expropriation, sequestration or other restriction relating to the Deposited Property.

The Managers may, subject to the prior approval of the Trustee, and to the extent permitted by the MAS and applicable laws and regulations, change the method of valuation provided in this paragraph 21.4 and the Trustee shall determine if the Holders shall be informed of such change.

22. Removal or Retirement of Managers

The Managers will remain as managers of the Fund for the entire duration of the Fund unless the Managers retire or are removed in accordance with the provisions of the Deed (as reproduced below).

Any costs and expenses incurred in connection with the removal or retirement of the Managers shall be payable out of the Deposited Property.

22.1 Retirement of Managers

22.1.1 The Managers shall have power to retire in favour of a corporation approved by the Trustee upon and subject to such corporation entering into such deed or deeds supplemental to the Deed to replace the Managers.

22.1.2 The retiring Managers shall be absolved and released from all further obligations under the Deed after a deed has been entered into to secure the due performance by the new managers of their obligations under the Deed, and after the retiring Managers have paid to the Trustee all sums due by the retiring Managers to the Trustee under the Deed at the date thereby. However, this will not prejudice the rights of the Trustee or of any Holder, former Holder or other person in respect of any act or omission of the Managers prior to their retirement.

22.2 Removal of Managers

22.2.1 The Managers shall be subject to removal by written notice given by the Trustee in any of the following events:

- (i) if the Managers 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;
- (ii) if the Managers cease to carry on business;
- (iii) if the Managers fail or neglect after reasonable notice from the Trustee to carry out or satisfy any obligations imposed on the Managers by the Deed;
- (iv) if for good and sufficient reason the Trustee is of the opinion, and so states in writing, that a change of the Managers is desirable in the interests of the Holders Provided That if the Managers within one (1) month after such statement express their dissatisfaction in writing with such opinion, the matter shall then forthwith be referred to arbitration in accordance with the provisions of the Arbitration Act, Chapter 10 of Singapore, before three (3) arbitrators, the first of whom shall be appointed by the Managers, the second of whom shall be appointed by the Trustee and third of whom shall be appointed by the President for the time being of the SGX-ST (failing which appointment the third arbitrator shall be jointly appointed by the Managers and the Trustee) and any decision made pursuant thereto shall be binding upon the Managers and the Trustee and the Holders;
- (v) if the Holders by extraordinary resolution passed at a meeting of Holders of the Fund duly convened and held in accordance with the provisions of the Schedule to the Deed decide to remove the Managers;
- (vi) if the Managers no longer hold a capital markets services licence for fund management or are no longer exempt from such licensing under the Securities and Futures Act or are otherwise prohibited under applicable laws and regulations to act as managers of the Fund; or
- (vii) if the MAS directs the Trustee to remove the Managers.

22.2.2 In any of such events the Trustee shall appoint another corporation as the new managers of the Fund in accordance with the provisions in the Deed or terminate the Fund in accordance with paragraph 23.2(b) below.

23. Termination of the Fund or the Sub-Fund

23.1 Either the Trustee or the Managers may in their absolute discretion terminate the Fund or the Sub-Fund at any time by not less than six month's notice in writing to the other given so as to expire at the end of the Accounting Period current at the end of the third year after the date of the Deed or any year thereafter. In the event that the Fund or the Sub-Fund shall fall to be terminated, the Managers shall give notice thereof to all Holders not less than three (3) months in advance. Subject as aforesaid the Fund or the Sub-Fund shall continue until terminated in the manner hereinafter provided.

23.2 Subject to Section 295 of the SFA and notwithstanding paragraph 23.1, the Fund or the Sub-Fund (as applicable) may be terminated at any time by the Trustee by notice in writing:

- (a) if the Managers go into liquidation (other than 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 any part thereof 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 any part thereof or if the Managers shall cease business;
- (b) if on the expiration of six months after notifying the Managers of their removal under paragraph 22.2.1, the Trustee has not found another corporation ready to accept the office of managers and of which the Trustee and any relevant statutory authority shall approve provided always that if the Managers shall be dissatisfied with the circumstances in which the Trustee's power of termination under this paragraph 23.2(b) on any occasion is exercised the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act, Chapter 10 of Singapore, before three (3) arbitrators, the first of whom shall be appointed by the Managers, the second of whom shall be appointed by the Trustee and third of whom shall be appointed by the President for the time being of the SGX-ST (failing which appointment the third arbitrator shall be jointly appointed by the Managers and the Trustee) and any decision made pursuant thereto shall be binding upon the Managers and the Trustee and the Holders of the Fund or the Sub-Fund (as the case may be);
- (c) if any law shall be passed, any authorisation withdrawn or revoked or the MAS or SGX-ST issues any direction which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Fund or the Sub-Fund (as the case may be); or
- (d) if within the period of six (6) 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 in accordance with the relevant provisions of the Deed.

Subject to paragraph 23.2(b), the decision of the Trustee in any of the events specified in this sub-paragraph shall be final and binding upon all the parties concerned but the Trustee shall be under no liability on account of any failure to terminate the Fund or the Sub-Fund (as the case may be) pursuant to this sub-paragraph or otherwise. Subject to paragraph 23.2(b), the Managers shall accept the decision of the Trustee and relieve the Trustee of any liability to it therefor and hold it harmless from any claims whatsoever on their part for damages or for any other relief.

23.3 Notwithstanding paragraph 23.1, the Fund or the Sub-Fund (as applicable) may be terminated at any time by the Managers at any time in their absolute discretion, by notice in writing:

- (a) on any date, after three (3) years from the date of the Deed, if on such date the aggregate NAV of the Deposited Property of the Sub-Fund shall be less than S\$20 million or if the aggregate NAV of the Deposited Property of the Fund shall be less than S\$20 million (as the case may be);
- (b) if any law shall be passed, any authorisation withdrawn or revoked or if the MAS or SGX-ST issues any direction which renders it illegal or in the opinion of the Managers impracticable or inadvisable to continue the Fund or the Sub-Fund;
- (c) in the case where the Managers decide to retire, either the Trustee shall be unable to find a person acceptable to the MAS to act as the new managers after the expiration of six (6) months from the Managers giving the Trustee notice of their intention to retire pursuant to Clause 32(B) of the Deed, or the person nominated by the Trustee as the new managers shall fail to be approved by an Extraordinary Resolution pursuant to Clause 32(D) of the Deed;
- (d) (in the case of the Sub-Fund) if the underlying index to be tracked by the Sub-Fund (currently, the China A50 Index) is no longer available for benchmarking or the agreement entered into by the Managers and the index provider to use the underlying index is terminated and, in the Managers' opinion, no suitable replacement index is available to the Sub-Fund;
- (e) (in respect of the Sub-Fund) if the MAS revokes or withdraws the authorisation of the Sub-Fund under the SFA or (in respect of the Fund) if the MAS revokes or withdraws the authorization of all the sub-funds of the Fund under the SFA;
- (f) upon listing of the Units in the Sub-Fund on the SGX-ST and for so long as the Units are listed on the SGX-ST:
 - (i) if the Units are no longer listed on the SGX-ST or any other Recognised Exchange; or
 - (ii) if the Managers are unable to find an acceptable person to act as a participating dealer or designated market maker of the Units;

- (g) if the MAS directs the termination of the Fund or the Sub-Fund; or
- (h) if the Managers are of the opinion that it is impracticable or inadvisable to continue the Fund or the Sub-Fund (including, without limitation to the foregoing, when in the Managers' opinion, the acquisition or purchase or disposal or sale of or continued investment in any of the Authorised Investments is not possible, not advisable or becomes impracticable or restricted due to any reason (including, without limitation to the foregoing, upon a default by an issuer of an Authorised Investment) or, in the case of the Sub-Fund, in the event the Managers are of the opinion there is no satisfactory method through which the underlying index to be tracked by the Sub-Fund (currently, the China A50 Index) may be tracked or if such method is otherwise not available to the Managers or impracticable or not advisable for the Managers to employ for the Sub-Fund).

23.4 *Notice of Termination* – The party terminating the Fund or the Sub-Fund shall give notice thereof to the Holders fixing the date at which such termination is to take effect which date shall not be less than three (3) months after the service of such notice (or such earlier date as necessary to comply with any applicable law or direction given by the MAS). Any such notice will also be concurrently published on the Managers' website and (for so long as the Sub-Fund is listed on the SGX-ST) posted on the SGXNET. The Managers shall give written notice thereof to the MAS not less than seven (7) days before such termination or as may be required by the MAS. For so long as the Sub-Fund is listed on the SGX-ST, notice of such termination will also be announced on the SGXNET at least seven (7) days before the effective date of termination of the Fund or the Sub-Fund (as the case may be) or as may be required by SGX-ST.

23.5 *Extraordinary Resolution* – Notwithstanding paragraph 23.1, the Fund or the Sub-Fund may at any time from the date hereof be terminated by, in the case of the termination of the Fund, an extraordinary resolution of a meeting of the Holders of the Fund, and in the case of the termination of the Sub-Fund, an extraordinary resolution of a meeting of the Holders of the Sub-Fund duly convened and held in accordance with the provisions contained in the Deed and such termination shall take effect from the date on which the said extraordinary resolution is passed or such later date (if any) as the said extraordinary resolution may provide.

23.6 *Change of Jurisdiction* – 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.

24. Distribution Policy

The Managers currently intend to reinvest any income of the Sub-Fund into the Sub-Fund and do not intend to pay out any income of the Sub-Fund to Holders. In the event the Managers determine at their discretion, to make any income distributions, distributions will only be paid to the extent that they are covered by income received from underlying investments and by the share of profits of associated companies which are received by the Sub-Fund and are available for distribution pursuant to the Deed.

On a distribution, the Trustee, in accordance with the instructions of the Manager, will allocate the amounts available for distribution between Holders and will pay such amounts to Holders. Amounts to be distributed in respect of each Unit shall be rounded down to the nearest S\$0.01 per Unit. Subject to the Deed, the Trustee shall cause distributions payable to a Holder which remains unclaimed by the Holder for more than six (6) years to be paid into court after deducting all fees, costs and expenses incurred in relation to such payment from the sum thereof provided that if the said sum is insufficient to meet all such fees, costs and expenses, the Trustee shall be entitled to have recourse to the Deposited Property.

25. Taxation

The discussion below is a summary of certain Singapore tax consequences of the purchase, ownership and disposition of Units. The summary is based on the existing provisions of the relevant tax laws and the regulations thereunder, and practices in effect as at the date of registration of this Prospectus all of which are subject to change and differing interpretations, either on a prospective or retrospective basis. The summary is not intended to constitute tax advice or a complete analysis of all the tax considerations relating to the participation in the Sub-Fund. Prospective investors should consult their own tax advisers concerning the tax consequences of their particular situations, including the tax consequences arising under the laws of any other tax jurisdiction, which may be applicable to their particular situations.

Subject to the Sub-Fund being able to meet the conditions set out in the Enhanced-Tier Fund Tax Incentive Scheme (hereinafter referred to as "**Enhanced-Tier Fund**"), the Sub-Fund may apply to be an approved Enhanced-Tier Fund. Under the Enhanced-Tier Fund, all Holders will enjoy tax exemption on the specified income derived by the Enhanced-Tier Fund from designated investments. In the meantime, the comments below are provided on the premise that the Sub-Fund would be awarded the Designated Unit Trust ("**DUT**") status by the Inland Revenue Authority of Singapore ("**IRAS**"). The income tax consequences will be different if the Sub-Fund is not granted the DUT status. Provided the Sub-Fund is a DUT, the taxation of the Sub-Fund is subject to Sections 35(12) and (12A) of the Income Tax Act, Chapter 134 of Singapore ("**SITA**").

The key aspects relating to the taxation of a DUT are summarised below.

25.1 Sub-Fund level

Income derived by the Sub-Fund is generally taxable through its Trustee. If the Sub-Fund is a DUT and the qualifying conditions relating to the DUT status as prescribed by the IRAS are met, under Section 35(12) and (12A) of the Income Tax Act, certain

income (“hereinafter termed as “Designated Income”) of the Sub-Fund would not form part of the Sub-Fund’s statutory income and is thus not taxable on the Sub-Fund or its Trustee. The list of Designated Income not taxable on the Sub-Fund or its Trustee is as follows:

- (a) gains or profits derived from Singapore or elsewhere from the disposal of securities;
- (b) interest (other than interest for which tax has been deducted under Section 45 of the SITA);
- (c) dividends derived from outside Singapore and received in Singapore;
- (d) gains or profits derived from: —
 - (i) foreign exchange transactions;
 - (ii) transactions in futures contracts;
 - (iii) transactions in interest rate or currency forwards, swaps or option contracts; and
 - (iv) transactions in forwards, swaps or option contracts relating to any securities or financial index;
- (e) distributions from foreign unit trusts derived from outside Singapore and received in Singapore;
- (f) fees and compensatory payments (other than fees and compensatory payments for which tax has been deducted under Section 45A of the SITA) from securities lending or repurchase arrangements with certain specified persons;
- (g) rents and any other income derived from any immovable property situated outside Singapore and received in Singapore;
- (h) discount derived from outside Singapore and received in Singapore;
- (i) discount from qualifying debt securities issued during the period from 17 February 2006 to 31 December 2013;
- (j) gains or profits from the disposal of debentures, stocks, shares, bonds or notes issued by supranational bodies;
- (k) prepayment fee, redemption premium and break cost from qualifying debt securities issued during the period from 15 February 2007 to 31 December 2013; and
- (l) such other income directly attributable to qualifying debt securities issued on or after a prescribed date, as may be prescribed by regulations.

Unless otherwise exempt from tax, any income that is not within the prescribed list of Designated Income (“**non-Designated Income**”) will generally be subject to tax at the prevailing corporate income tax rate, currently at 17%. Such income will be taxed at the Sub-Fund’s level.

The Sub-Fund would not be taxable in respect of dividends paid by Singapore tax resident companies and tax exempt distributions from real estate investment trusts listed on the Singapore Exchange and registered business trusts.

No tax is withheld from distributions made by a DUT.

Dividends, interest income, gains from the disposal of investments and other income received by the Sub-Fund on its investments in some foreign countries may be liable to the imposition of withholding tax or other tax in the foreign country.

Holders level – Distributions

Individuals

Any distribution made by a DUT and received by an individual (whether resident or not) is exempt from Singapore income tax, except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

Non-individuals

Any distribution made by a DUT and received by a foreign investor (other than an individual) is exempt from Singapore income tax provided that the distribution is not connected with a permanent establishment that the foreign investor may have in Singapore.

Foreign investor:-

- (a) in relation to an individual, means an individual who is not resident in Singapore;

- (b) in relation to a company, means a company which is not resident in Singapore and:-
- (i) in the case of a company with not more than 50 shareholders, all of its issued shares are beneficially owned, directly or indirectly, by persons who are not citizens of Singapore and not resident in Singapore; and
 - (ii) in the case of a company with more than 50 shareholders, not less than 80% of the total number of its issued shares are beneficially owned, directly or indirectly, by persons who are not citizens of Singapore and not resident in Singapore; and
- (c) in relation to a trust fund, means a trust fund where at least 80% of the value of the fund is beneficially held, directly or indirectly, by foreign investors referred to above and, unless waived by the Singapore Minister for Finance or such person as he may appoint, where:-
- (i) the trust fund is created outside Singapore; and
 - (ii) the trustees of the trust fund are neither citizens of Singapore nor resident in Singapore.

Other Holders

Other Holders (i.e. those who are neither individuals nor foreign investors) are generally subject to Singapore income tax on the gross amount of the distributions paid out of Designated Income by the Sub-Fund. Such distributions are deemed to be income of, and will be taxed in the hands of such Holders at their applicable tax rates. In the case of a corporate Holder, the current income tax rate is 17%. Where the Designated Income is specified income from qualifying debt securities (as defined in the Income Tax Act), any distribution made out of such income will, based on the current practice of the IRAS, be taxed at the concessionary rate of 10%.

In general, any non-Designated Income is subject to final tax at the Sub-Fund's level. Any distributions made out of non-Designated Income will not be subject to further Singapore income tax in the hands of such Holders.

Distributions made by the Sub-Fund out of any tax-exempt income, such as dividends paid by a Singapore tax resident company, are also exempt from Singapore income tax in the hands of such Holders.

Holders level – Disposal or redemption of Units

Singapore currently does not impose tax on capital gains. However, there are no specific laws or regulations which deal with the characterization of gains. In general, gains from the disposal or redemption of the Units may be construed to be of an income nature and subject to Singapore income tax if they arise from activities which the IRAS regards as the carrying on of a trade or business in Singapore.

In addition, Holders of Units who apply, or who are required to apply, the Singapore Financial Reporting Standard 39 Financial Instruments – Recognition and Measurement (“**FRS 39**”) for the purposes of Singapore income tax may be required to recognize gains or losses (not being gains or losses in the nature of capital) in accordance with the provisions of FRS 39 (as modified by the applicable provisions of Singapore income tax law) even though no sale or disposal of Units is made.

26. Inspection of Documents

Copies of the following documents are available for inspection free of charge at the offices of the Managers during normal business hours:

- the Deed;
- the sample Participation Agreement;
- the Depository Services Agreement between the Managers, the Trustee and CDP; and
- the most recent annual report and accounts of the Sub-Fund and the most recent semi-annual report and unaudited semi-annual accounts of the Sub-Fund, where available.

Information on the Internet

The Managers will endeavour to publish information with respect to the Sub-Fund on the Managers' website at uobam.com.sg including:

- this Prospectus (as may be updated, replaced or supplemented from time to time);
- the latest available annual and semi-annual financial reports of the Sub-Fund;
- any public announcements made in relation to the Sub-Fund, including information with regard to notices of the suspension of the calculation of the NAV, changes in fees and the suspension and resumption of trading; and
- the closing NAV and NAV per Unit and monthly fund performance information.

27. Queries and Complaints

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

24 hour Hotline No. : 1800 22 22 228
Fax No. : (65) 6532 3868
Email : uobam@uobgroup.com

28. Glossary of Terms

In this Prospectus, unless the context requires otherwise, the following expressions have the meanings set out below.

“**A-Shares**” means shares or interests issued by PRC companies and listed on either the Shanghai Stock Exchange or the Shenzhen Stock Exchange;

“**Accounting Date**” means 30 June in each year (commencing with 30 June 2010) or (in the case of the final Accounting Period) the date on which the moneys required for the distribution in respect of that period shall have been transferred to the Distribution Account, provided that the Managers may, with the prior consent of the Trustee, change the Accounting Date to any other date upon giving not less than 30 days’ notice to the Holders;

“**Accounting Period**” means the period ending on and including an Accounting Date and commencing (in the case of the first Accounting Period) from the date of the Deed or (in the case of subsequent Accounting Periods) from the end of the preceding Accounting Period;

“**Application**” means a Creation Application and/or a Redemption Application, as the context may require;

“**Application Unit**” means such number of Units as specified in this Prospectus for the Sub-Fund or such number of Units as may from time to time be determined by the Managers, approved by the Trustee and notified to Participating Dealers and Designated Market Makers;

“**Approved Valuer**” means a person for the time being approved by the Trustee as qualified to value any particular Investment constituting part of the Deposited Property and appointed by the Managers for such purpose;

“**Associate**” is as defined in the SGX-ST Listing Manual and is currently set out as, in the case of a company:

- (i) in relation to any director, chief executive officer, substantial shareholder or controlling shareholder (being an individual) means:-
 - (a) his immediate family;
 - (b) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
 - (c) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more;
- (ii) in relation to a substantial shareholder or a controlling shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more;

“**Authorised Investments**” means any of the following Investments:-

- (i) any Quoted Investment;
- (ii) any Unquoted Investment; and
- (iii) any other Investment not covered by paragraphs (i) and (ii) of this definition but approved by the Trustee in writing (such approval not to be unreasonably withheld);

“**Business Day**” (in relation to the Sub-Fund) means any day (other than a Saturday or Sunday) on which commercial banks are open for business in Singapore and on which the SGX-ST, the Shanghai Stock Exchange and the Shenzhen Stock Exchange are open for trading or any other day as the Managers and the Trustee may agree in writing

“**China**” or “**PRC**” means the People’s Republic of China but, for the purposes of this Prospectus for geographical reference excludes Taiwan, Macau and Hong Kong;

“**CNY**” means Chinese Yuan, the lawful currency for the time being and from time to time of the PRC;

“**Code**” means the Code on Collective Investment Schemes issued by the MAS pursuant to the SFA as the same may be modified, amended, re-enacted or reconstituted from time to time;

“**Connected Persons**” is as defined in the SGX-ST Listing Manual and is currently set out as, in relation to a company, means a director, chief executive officer or substantial shareholder or controlling shareholder of the company or any of its subsidiaries or an associate of any of them;

“**Creation Application**” means an application by a Participating Dealer or a Designated Market Maker for the creation and issue of Units in an Application Unit size (or whole number multiples thereof) subject to a minimum of 500,000 Units, or such other minimum number of Units as the Managers may determine from time to time with the approval of the Trustee, in accordance with the procedures for creation of Units set out in the Operating Guidelines and the terms of the Deed;

“**CSRC**” means the China Securities Regulatory Commission of the People’s Republic of China;

“**Dealing Day**” in connection with the issuance and realisation of Units of the Sub-Fund, means every Business Day or such other day or days at such intervals as the Managers may from time to time determine with the approval of the Trustee Provided That reasonable notice of any such determination shall be given by the Managers to all the Holders at such time and in such manner as the Trustee may approve. If on any day which would otherwise be a Dealing Day in relation to the Units of the Sub-Fund, the Recognised Exchange on which Investments or other property comprised in, and having in aggregate values amounting to at least 50 per cent of the Deposited Property of the Sub-Fund (as at the relevant Valuation Point) are quoted, listed or dealt in is not open for normal trading, the Managers may determine that that day shall not be a Dealing Day;

“**Deposited Property**” means all the assets (cash and other property) for the time being held or deemed to be held upon the trust of the Deed (or if the context so requires, the part thereof attributable to the Sub-Fund), excluding any amount for the time being standing to the credit of the Distribution Account (or as the case may be, the Distribution Account of the Sub-Fund);

“**Designated Market Maker**” means any market maker for the Sub-Fund registered by the SGX-ST as a designated market maker for the Sub-Fund who has entered into a Participation Agreement in relation to the Sub-Fund in form and substance acceptable to the Managers and the Trustee;

“**Distribution Account**” means the distribution account established for the Fund (or as the case may be, the Sub-Fund) as provided in the Deed;

“**Duties and Charges**” means in relation to any particular transaction or dealing for the Sub-Fund, all stamp and other duties, taxes, government charges, brokerage, bank charges, transfer fees, registration fees, transaction levies and other duties and charges whether in connection with the constitution of the Deposited Property of the Sub-Fund or the increase or decrease of the Deposited Property of the Sub-Fund or the creation, issue, transfer, cancellation or redemption of Units of the Sub-Fund or the sale or purchase or acquisition or disposal of Authorised Investments or otherwise which may have become or may be payable in respect of, and whether prior to, upon or after the occasion of, such transaction or dealing and including, in relation to an issue of Units or redemption of Units of the Sub-Fund, a charge (if any) of such amount or at such rate as is determined by the Managers to be made for the purpose of compensating or reimbursing the Sub-Fund for the difference between (a) the prices used when valuing the Authorised Investments for the purpose of such issue or redemption of Units and (b) (in the case of an issue of Units) the prices which would be used when acquiring the same Authorised Investments if they were acquired by the Sub-Fund with the amount of cash received by the Sub-Fund upon such issue of Units and (in the case of a redemption of Units) the prices which would be used when selling the same Authorised Investments if they were sold by the Sub-Fund in order to realise the amount of cash required to be paid out of the Sub-Fund upon such redemption of Units, but does not include commissions payable to agents on sales and repurchases of Units of the Sub-Fund;

“**GST**” means goods and services tax;

“**Holder**” means the registered holder for the time being of a Unit including persons so registered as joint holders, except that where the registered holder is the CDP, the term “**Holder**” shall, in relation to Units registered in the name of the CDP, mean, where the context requires, the depositor whose Securities Account with the CDP is credited with Units and provided that for the purposes of convening a meeting of Holders, such Holder shall mean a depositor having credited into his Securities Account as shown in the records of the CDP as at a time not earlier than 48 hours prior to the time of a meeting of Holders supplied by the CDP to the Managers;

“**Index Provider**” means FTSE/Xinhua Index Limited;

“**Investment**” means any share, stock, bond, note, participatory note, debenture, debenture stock, loan, loan stock, certificates of deposit, commercial paper, promissory note, treasury bill, fixed or floating rate instrument, unit or sub-unit in any unit trust scheme, participation in a mutual fund, warrant, option, or other stock purchase right, futures, or any other security (as defined in the SFA) (all of the foregoing denominated in any currency) or any money market instrument or any other derivative 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;

“**Issue Price**” means the price at which Units may be issued, determined in accordance with the Deed;

“**Listing Rules**” means the listing rules for the time being applicable to the listing of the Sub-Fund as an investment fund on the SGX-ST;

“**Managers’ website**” means the website at ‘uobam.com.sg’ or at such other website address that may be designated by the Managers;

“**Net Asset Value**” or “**NAV**” means the net asset value of the Deposited Property or the proportion thereof represented by one Unit (as the case may be) calculated in accordance with that set out in the definition of “**Value**” below;

“**Operating Guidelines**” means the guidelines for the creation and redemption of Units set out in Schedules 1 and 2 to the relevant Participation Agreement as may be amended from time to time in accordance with the provisions of the relevant Participation Agreement. Unless otherwise specified, references to the Operating Guidelines shall be to the Operating Guidelines for the Sub-Fund applicable at the time of the relevant Application;

“**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;

“**Participating Dealer**” means any dealer who has entered into a Participation Agreement in relation to the Sub-Fund in form and substance acceptable to the Managers and the Trustee;

“**Participation Agreement**” means an agreement entered into between the Trustee, the Managers and a Participating Dealer or a Designated Market Maker (as the case may be) setting out, (amongst other things), the arrangements in respect of the issue, redemption and cancellation of Units;

“**Quoted Investment**” means any Authorised Investment quoted, listed or dealt with on the SGX-ST or any other Recognised Exchange;

“**Rabobank**” means Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (a cooperative with limited liability established under the laws of the Netherlands);

“**Rabobank Hong Kong**” means Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (a cooperative with limited liability established under the laws of the Netherlands), acting through its Hong Kong branch;

“**Recognised Exchange**” means the SGX-ST or 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 country in any part of the world dealing in the Authorised Investment which the Managers may from time to time elect or any OTC Market;

“**Redemption Application**” means an application by a Participating Dealer or a Designated Market Maker for the redemption of Units in an Application Unit size (or whole number multiples thereof) subject to a minimum of 500,000 Units, or such other minimum number of Units as the Managers may determine from time to time with the approval of the Trustee, in accordance with the procedures for redemption of Units set out in the Operating Guidelines and the terms of the Deed;

“**Redemption Value**” means the price at which each Unit is redeemed, calculated in accordance with the Deed, as set out in paragraph 11.2.2 of this Prospectus;

“**Register**” means the register of Holders in relation to the Sub-Fund referred to in paragraph 4;

“**SAFE**” means the State Administration of Foreign Exchange of the People’s Republic of China;

“**Securities Account**” means a securities account maintained by a depositor with CDP;

“**Securities and Futures Act**” or “**SFA**” means the Securities and Futures Act, Chapter 289 of Singapore, as the same may be modified, amended, restated, supplemented, revised, replaced, re-enacted or reconstituted from time to time;

“**Settlement Day**” means (in relation to cash and/or in-kind settlement of a Creation Application) the Business Day which is two (2) Business Days after the relevant Dealing Day and (in relation to cash and/or in-kind settlement of a Redemption Application) the Business Day which is three (3) Business Days after the relevant Dealing Day (or such later Business Day(s) as is permitted in relation to such Dealing Day pursuant to the Operating Guidelines) or such other number of Business Days after the relevant Dealing Day as the Managers and the Trustee may from time to time agree and notify to the Participating Dealers and the Designated Market Makers, either generally or for a particular case provided that, in relation to a Redemption Application, such day shall be no later than such date as may be prescribed under the Code for payment of redemption proceeds to investors of the type of schemes similar to the Sub-Fund (or no later than such other date as may be allowed by the MAS);

“**Singapore dollar**” or “**S\$**” or “**Dollar**” means the lawful currency for the time being and from time to time of Singapore;

“**Stockbroker**” means a member of the SGX-ST or any other Recognised Exchange;

“**Transaction Fee**” means the fee charged to each Participating Dealer for the benefit of the Trustee on each Dealing Day on each Application made by the relevant Participating Dealer the maximum level of which shall be determined by the Managers and the Trustee from time to time and set out in this Prospectus;

“**Unauthorised US Person**” means (i) a US person within the meaning of Rule 902 of the United States Securities Act of 1933, as amended, (ii) a US resident within the meaning of the United States Investment Company Act of 1940, as amended, or (iii) any person that would not qualify as a Non-United States person within the meaning of United States Commodity Futures Trading Commission Rule 4.7(a)(1)(iv);

“**United States dollar**” or “**USD**” or “**US\$**” means the lawful currency for the time being and from time to time of United States of America;

“**Unquoted Investment**” means an Investment not quoted, listed or dealt with on the SGX-ST or any other Recognised Exchange;

“**Valuation Point**” means the close of business of the last market relevant to the Sub-Fund on the relevant Dealing Day on which the NAV of the Deposited Property is to be determined or such other time as the Managers may with the prior approval of the Trustee determine and the Managers shall inform the Holders of such change if required by the Trustee;

“**Value**” means, in relation to an Authorised Investment, the value of such Authorised Investment as determined in accordance with the Deed (as reproduced in paragraph 21.4 above).

Appendix 1

List of other collective investment schemes managed by the Managers (as at 31 August 2009)

- Afdaal Funds Series
 - Afdaal Asia Pacific Equity Fund
- GrowthPath Portfolios
 - GrowthPath Today
 - GrowthPath 2010
 - GrowthPath 2020
 - GrowthPath 2030
 - GrowthPath 2040
- Unifund
- United Asia Fund
- United Asia Active Allocation Fund
- United Asia Consumer Fund
- United Asia Pacific Infrastructure Fund
- United Asia Top-50 Fund
- United Asian Growth Opportunities Fund
- United Commodities Plus Fund
- United Enhanced Income Fund
- United European Equity Fund
- United European Small and Mid Cap Fund
- United Global Capital Fund
- United Global Emerging Markets (GEMs) Portfolios
 - GEMs Investments (S\$)
- United Global Healthcare Fund
- United Global Internet Fund
- United Global IPO Fund
- United Global Recovery Funds
 - United Singapore Recovery Fund
 - United High Grade Corporate Bond Fund
 - United Asia Recovery Fund
- United Global Portfolios
 - United Global Bond Fund (S\$)
 - United Singapore Bond Fund
 - United Sure Balanced Income Fund
- United Global Resources Fund
- United Global Technology Fund
- United Global Telecoms Fund
- United Gold & General Fund
- United Greater China Fund
- United Growth Fund
- United International Bond Fund
- United International Growth Fund
- United Japan Growth Fund

- United Millennium Trusts
 - Millennium I
 - Millennium II
 - Millennium III
- United Regional Growth Fund
- United Choice Portfolios
 - United Asian Bond Fund
 - United E-Commerce Fund
 - United Sure Fund
- United Choice Portfolios II
 - United SGD Fund
- United Real Estate Multi Strategy Fund
 - United Global Real Estate Securities Fund
- United Financials Multi-Strategy Fund
 - United Financials Opportunities Fund

Appendix 1A

List of directorships of Directors of the Managers (as at 31 August 2009)

Mr Terence Ong Sea Eng

With effect from:

12 May 89	Chairman for UOB Bullion & Futures Ltd
09 Oct 00	Director for UOB Capital Investments Pte Ltd
15 Nov 00	Chairman & CEO UOB Asset Management Ltd
01 Dec 00	Director for UOB Investment Advisor (Taiwan) Ltd
02 Mar 01	Director for UOB Global Capital LLC
02 Mar 01	Director for UOB Global Capital Pte Ltd
22 May 01	Director for United Overseas Bank (Malaysia) Bhd
30 Nov 01	Chairman for Overseas Union Securities Ltd
30 Nov 01	Chairman for United Overseas Bank Trustees Ltd
30 Nov 01	Director for UOB Holdings Pte Ltd
03 Dec 01	Director for United Securities (2006) Pte Ltd
10 Dec 01	Director for UOB Asia Ltd
12 Dec 01	Director for UOB Insurance (Hong Kong) Ltd
25 Jan 02	President Commissioner for PT UOB Life-Sun Assurance
01 Feb 02	Director for UOB Life Assurance Ltd
04 Feb 02	Director for Asian-American Merchant Bank
25 Apr 03	Chairman for Overseas Union Insurance Ltd
19 Jan 05	Chairman for UOB Asset Management (Thai) Co. Ltd
18 Feb 05	Director for United International Securities Ltd
18 Jul 05	Director for UOBF Schneider Trading Pte Ltd
09 Sep 05	Director for UOB-OSK Asset Management Sdn Bhd
17 Jul 06	Chairman for UOB Bullion & Futures (Thai) Co Ltd
25 Jan 07	Director for UOB Portfolio Advisors Pan Asia Select Fund GP Ltd
26 Jan 07	Director for Asia Select Management Ltd

Yeo Eng Cheong

With effect from:

3 Jan 90	Non-Executive Director for UOB Asset Management Pte Ltd
3 Jan 90	Non-Executive Director for UOB Warehouse Pte Ltd
2 Nov 93	Non-Executive Director for UOB Venture Management Pte Ltd
9 Oct 00	Non-Executive Director for UOB International Investment Pte Ltd
9 Oct 00	Non-Executive Director for Industrial & Commercial Property (S) Pte Ltd
11 Aug 04	Alternate Director for Orix Leasing Singapore Ltd
1 Sep 05	Member of Competition Appeal Board

Thio Boon Kiat

With effect from:

01 Dec 04	Non-Executive Director for United International Securities Trading Pte Ltd
31 Dec 04	Executive Director for UOB Asset Management Ltd
12 May 05	Non-Executive Director for UOB-OSK Asset Management Sdn Bhd
05 Jun 05	Non-Executive Director for Singapore Consortium Investment Management Ltd
19 Jun 05	Executive Director for BoA Asset Management Company Ltd
29 Jun 05	Non-Executive Director for OSK-UOB Unit Trust Management Bhd

Appendix 2

As at 31 August 2009*, the constituent stocks of the FTSE/Xinhua China A50 Index are:-

	Name	% Weight in the Index
1	Air China Ltd	0.48
2	Aluminum Corp of China Ltd	2.45
3	Angang Steel Co Ltd	0.55
4	Anhui Conch Cement Co Ltd	0.84
5	Bank of Beijing Co Ltd	0.70
6	Bank of China Ltd	1.05
7	Bank of Communications Co Ltd	6.19
8	Baoshan Iron & Steel Co Ltd	1.35
9	China Citic Bank	0.47
10	China Coal Energy Co	0.82
11	China Construction Bank Corp	1.86
12	China COSCO Holdings Co Ltd	0.76
13	China Life Insurance Co Ltd	1.68
14	China Merchants Bank Co Ltd	6.43
15	China Minsheng Banking Corp Ltd	3.44
16	China Oilfield Services Ltd	0.32
17	China Pacific Insurance Group Co Ltd	2.43
18	China Petroleum & Chemical Corp	1.88
19	China Railway Construction Corp Ltd	1.09
20	China Railway Group Ltd	1.23
21	China Shenhua Energy Co Ltd	2.03
22	China South Locomotive and Rolling Stock	0.53
23	China State Construction Engineering Cor	1.20
24	China United Network Communications Ltd	2.07
25	China Vanke Co Ltd	3.65
26	China Yangtze Power Co Ltd	2.51
27	Citic Securities Co Ltd/China	4.89
28	Daqin Railway Co Ltd	1.48
29	Datang International Power Generation Co	2.32
30	Haitong Securities Co Ltd	2.12
31	Huaneng Power International Inc	0.21
32	Huaxia Bank Co Ltd	0.71
33	Industrial & Commercial Bank of China	2.70
34	Industrial Bank Co Ltd	5.60
35	Kweichow Moutai Co Ltd	1.71
36	PetroChina Co Ltd	2.08
37	Ping An Insurance Group Co of China Ltd	8.32
38	Poly Real Estate Group Co Ltd	1.33
39	SAIC Motor Corp Ltd	1.30
40	Shanghai Electric Group Co Ltd	0.23
41	Shanghai International Port Group Co Ltd	1.76
42	Shanghai Pudong Development Bank	2.84
43	Shanxi Xishan Coal And Electricity Power	1.39
44	Shenzhen Development Bank Co	2.27
45	Suning Appliance Co Ltd	1.89
46	Wuhan Iron & Steel Co Ltd	0.92
47	Wuliangye Yibin Co Ltd	1.64
48	Yanzhou Coal Mining Co Ltd	0.24
49	Zijin Mining Group Co Ltd	2.62
50	ZTE Corp	1.45

Source: FTSE Group

* The information presented in the Appendices 2 and 3 of this Prospectus is subject to change by the Index Provider. Investors should note that the information relating to the Index in the Appendices 2 and 3 was obtained from publicly available documents that have not been prepared or independently verified by the Managers or Trustee or any of their respective affiliates or advisers in connection with the offering and listing of Units and none of them makes any representation as to or takes any responsibility for the accuracy, timeliness or completeness of the information contained therein. Any liability for errors or omissions in any of the aforementioned Appendices, or for any action taken in reliance on the information contained therein is hereby expressly disclaimed. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with any of the aforementioned Appendices and any information contained therein.

Appendix 3

Introduction

“FTSE®” is a trade mark of the London Stock Exchange PLC and The Financial Times Limited is used by FTSE/Xinhua Index Limited (“**FXI**”) under licence. “Xinhua” is a trade mark of Xinhua News Agency and is used by FXI under licence. The FTSE Xinhua indices (the “**FXI indices**”) are compiled by or on behalf of FTSE/Xinhua Index Limited. All know-how, copyright and database rights in and to the FXI indices vest in FXI and/or its licensors.

This document is provided for information purposes only. Each of FTSE/Xinhua Index Limited (“**FXI**”), FTSE International Limited (“**FTSE**”) and Xinhua Financial Network Limited (“**Xinhua**”), their employees and the members of the FTSE Xinhua Index Committee may have a position or engage in transactions in any of the securities which are constituents of the FXI Indices and none of them are intending to offer or solicit to buy or sell any such securities through their involvement in the compilation of the FXI Indices or through activities performed by the FTSE Xinhua Index Committee. Whilst FXI makes every effort to ensure that the contents of this document are correct and reflect the current position and the manner in which the FXI Indices are managed, it cannot provide for every eventuality and this document should be taken as a guide only.

To the maximum extent permissible by law, none of FXI, FTSE, Xinhua, their employees nor the members of the FTSE Xinhua Index Committee shall be liable for any loss, damage, costs or expenses (including legal expenses), whether direct or indirect, special or consequential (including without limitation loss of profits, anticipated savings or wasted expenditure) incurred by any person through reliance on this document or arising directly or indirectly out of the interpretation and application of the Ground Rules (as defined below), the operation or management of the FXI Indices or the operation and management of the Industry Classification Benchmark (“**ICB**”).

None of FXI, FTSE, Xinhua, their employees nor the members of the FTSE Xinhua Index Committee, in operating, managing or giving advice in relation to the FXI Indices or otherwise (i) make any warranty, expressly or impliedly, as to the merchantability or fitness for a particular purpose of the FXI Indices, the ICB, the Ground Rules (as defined below) or this document; (ii) are under any obligation to advise any person of any error or omission in the FXI Indices, the Ground Rules (as defined below) or the ICB; or (iii) give any assurance or warranty regarding the continued calculation or publication of the FXI Indices, the methodology used in the calculation of the FXI Indices or any changes to the constituents of the FXI Indices.

The Industry Classification Benchmark is a joint product of FTSE International Limited and Dow Jones & Company, Inc. Neither FTSE nor Dow Jones accepts any liability to any person for any loss or damage arising out of any error or omission in the ICB.

General

The FTSE Xinhua A Index Series (the “**Series**”) is designed to represent the performance of the mainland Chinese market that is available to A share investors. The Series includes the FTSE/Xinhua China A50 Index. The Series is calculated and published in CNY for real time calculation and CNY, HKD and USD for end of day index values. The FTSE/Xinhua China A50 Index is published every 15 seconds. The FTSE/Xinhua China A50 Index opens at 9.30 am and closes at 3.15 pm each day on which the Shanghai Stock Exchange and Shen Zhen Stock Exchange are open.

Ground Rules

FTSE/Xinhua Index Ltd is responsible for the operation of the Series. FTSE Xinhua will maintain records of the market capitalisation of all constituents and reserve companies, and will make changes to the constituents and their weightings in accordance with specified rules (the “**Ground Rules**”). FTSE Xinhua will carry out a quarterly review of the FTSE/Xinhua China A50 Index and implement the resulting constituent changes as required by the Ground Rules.

Changes to constituent weightings are made by FTSE Xinhua in accordance with the Ground Rules. FTSE Xinhua will inform the Secretary to the FTSE Xinhua Index Committee of all changes to constituent weightings as soon as possible after the new weightings have been determined. FTSE Xinhua is responsible for publicising changes to constituent weightings.

FTSE Xinhua is also responsible for monitoring the performance of the Series throughout the day and will determine whether the status of each index should be ‘firm’, ‘indicative’, ‘held’ or ‘part’. They will inform the Secretary to the FTSE Xinhua Index Committee of all occasions when an index is not firm in the Official Index Period and will inform the FTSE Xinhua Index Committee of the reasons for all such occasions at the next regular meeting.

ELIGIBLE SECURITIES

All China A share classes of equity in issue are eligible for inclusion in the Series subject to conforming with the Ground Rules as described below. The entire quoted equity capital of a constituent company is included in the calculation of its market capitalisation, subject to the following free float restrictions:

- (A) Free float restrictions include:
 - (a) trade investments in an index constituent either by another constituent (i.e. crossholdings) or non-constituent company or entity,
 - (b) significant long term holdings by founders, their families and/or directors,

- (c) employee share schemes (if restricted),
 - (d) government holdings,
 - (e) portfolio investments subject to a lock in clause, for the duration of that clause.
- (B) The following are not considered as restricted free float:
- (a) portfolio investments,
 - (b) nominee holdings (including those supporting ADRs & GDRs), unless they represent restricted free float as defined (A) above,
 - (c) holdings by investment companies.
- (C) Free float restrictions are calculated using available published information. The initial weighting of a constituent in the index will be applied in the following bands.
- (a) free float less than or equal to 15% = see (D) below
 - (b) free float greater than 15% but less than or equal to 20% = 20%
 - (c) free float greater than 20% but less than or equal to 30% = 30%
 - (d) free float greater than 30% but less than or equal to 40% = 40%
 - (e) free float greater than 40% but less than or equal to 50% = 50%
 - (f) free float greater than 50% but less than or equal to 75% = 75%
 - (g) free float greater than 75% = 100%
- (D) However, a company that has a free float greater than 5% or a company ranking in the top 5 by full market value that has a free float greater than 3%, but less than or equal to 15% will be eligible for the index providing its full market capitalisation is greater than USD 2.5 billion or local currency equivalent, and it qualifies in all other respects. The actual free float will be rounded up to the next highest whole percentage number.

Treatment of Constituents

- (a) Constituent companies that have free float greater than or equal to 5% but less than or equal to 15% will be deleted from the index if their full market capitalisation is less than USD 1.5 billion or local currency equivalent at the time of the review.
- (b) Constituent companies that have a free float greater than or equal to 3%, but less than 5% will be deleted from the index if they are ranked below 10th place by full market value, or their full market capitalisation is less than USD 1.5 billion or local currency equivalent at the time of the review.
- (c) Constituent companies that have a free float less than 3% will be deleted from the index.

Treatment of Non-constituents

- (a) At the time of the review, a non-constituent company that has a free float greater than or equal to 5% will be eligible for inclusion in the index providing its full market capitalisation is greater than USD 2.5 billion or local currency equivalent, and it qualifies in all other respects.
 - (b) A non-constituent company that has a free float greater than or equal to 3%, but less than 5% with a full market capitalisation greater than USD 2.5 billion or local currency equivalent will be eligible for inclusion in the index if it ranks in the top 5 by full market capitalisation.
- (E) The Series is periodically reviewed for changes in free float. These reviews will coincide with the quarterly reviews for the FTSE/Xinhua China A50 Index.
- (F) A constituent's free float will also be reviewed and adjusted if necessary following a corporate event. If the corporate event includes a corporate action which affects the index, any change in free float will be implemented at the same time as the corporate action. If there is no corporate action, the change in free float will be applied as soon as practicable after the corporate event.
- (G) Following the application of an initial free float restriction, a constituent's free float will only be changed if its actual free float moves to more than 5 percentage points above the minimum or 5 percentage points below the maximum of an adjacent new band. This 5 percentage points threshold does not apply if the change is greater than one band; therefore a movement of 10 percentage points for the bands between 20% and 50% and 25 percentage points for the bands between 50% and 100% or to the 15% limit in C(a) and C(b) will not be subject to the 5 percentage point threshold.

- (H) Where a company's shares are issued partly, or nil, paid and the call dates are already determined and known, the market price will, for the purposes of calculating its market capitalisation, be adjusted so as to include all such calls (i.e. the fully paid price).
- (I) Convertible preference shares and loan stocks are excluded until converted.
- (J) Companies whose business is that of holding equity and other investments are not eligible for inclusion in the index.
- (K) Exchange Traded Funds (ETFs) and funds whose prices are a direct derivation of underlying holdings (e.g. Unit Trusts, Mutual Funds) are not eligible for inclusion.
- (L) Securities designated "Special Treatment" are eligible for inclusion in the index. "Special Treatment" stock is designated to a listed company on the Shanghai or Shenzhen stock exchanges when it demonstrates an abnormal financial situation. The measures of the special treatment include a daily share price limit of 5% above or below its starting price; an audited interim report; and a special reminder on the display of the stock.
- (M) Securities designated "Particular Transfer" are not eligible for inclusion in the index. "Particular Transfer" stock is designated to a listed company when it is temporarily suspended by the Shanghai or Shenzhen stock exchanges. The measures of particular transfer include an entrusted transfer applied for by investors during the transaction hour on each Friday (holidays not included); a share price limit of 5% above its starting price; and a special reminder on the display of the stock.
- (N) Securities must be sufficiently liquid to be traded. The following criteria are used to ensure that illiquid securities are excluded:
- (a) Price - The FTSE Xinhua Index Committee must be satisfied that an accurate and reliable price exists for the purposes of determining the market value of a company. The FTSE Xinhua Index Committee may exclude a security from the Series if it considers that an 'accurate and reliable' price is not available. The Series uses the last trade prices from the relevant stock exchanges, when available.
 - (b) Size - All eligible companies will be included in the FTSE Xinhua series. The FTSE Xinhua Index Committee will determine which companies are included on an annual basis at its meeting held in July. The largest eligible companies ranked by full market capitalisation, i.e. before the application of any investability weightings, comprising 95% of all companies will be included in the FTSE Xinhua All-Share Index. The decision will take effect on the next trading day following the third Friday in July.
 - (c) Liquidity - Securities in the Series will be reviewed annually for liquidity. Securities which do not turnover at least 1.0% of their shares in issue, after the application of any free float restrictions (see above), per month for ten of the twelve months prior to an annual July review by the FTSE Xinhua Index Committee will not be eligible for inclusion in the FTSE Xinhua Index Series. An existing constituent failing to trade at least 1.0% of its shares in issue, after the application of any free float restrictions, per month for more than four of the twelve months prior to an annual July review will be removed after close of the index calculation on the next trading day following the third Friday in July. Any period when a share is suspended will be excluded from the above calculation. For FTSE Xinhua Indices which are reviewed quarterly, the liquidity is tested on annual basis.
 - (d) Securities becoming eligible for addition to the FTSE Xinhua All-Share Index under Section 8 & 9 of the Ground Rules at the quarterly reviews in January, April, July and October, must turnover a minimum of 1% of their shares in issue, after the application of any free float restrictions, per month in at least ten of each of the twelve months prior to the quarterly review.
 - (e) New issues, which do not qualify as early entrants to the Series (see below), will become eligible for inclusion at the next quarterly review of constituents providing they have, since the commencement of official non-conditional trading, a minimum trading record of at least 20 trading days prior to the date of the review and turnover of a minimum of 1.0% of their shares in issue, after the application of any free float restrictions, per month in each month. At the subsequent annual review, newly listed companies added to the FTSE Xinhua All-Share at a quarterly review or as Fast Entries will have their liquidity assessed on a pro-rata basis.
 - (f) The inclusion of early entries, will not require a minimum trading record.
 - (g) In assessing liquidity, data will be obtained from a constituent's primary exchange. If the constituent fails the liquidity screen on this basis, data may (at the discretion of the FTSE Xinhua Index Committee) also be reviewed from other eligible markets and the trading volumes aggregated for the purpose of this Rule.
 - (h) In exceptional market conditions, if trading volumes are very low, the FTSE Xinhua Index Committee may reduce the percentage figure as stated in (N)(c) above in order to avoid a large number of constituents being removed from the FTSE Xinhua Index Series. This discretion may not be applied to individual securities. If the FTSE Xinhua Index Committee intends to exercise this discretion, it must make a public statement to that effect at least two weeks prior to its annual review.
- (O) In addition to the eligibility screens as set in (N), there are potential stocks that are not suitable for trade under certain Chinese market situations. A sub-committee under the FTSE Xinhua Index Committee has been set up to exclude these ineligible stocks from the index. The Chairman and the Vice-chairman of the FTSE Xinhua Index Committee assign the members of the sub-committee.

Review Dates

The quarterly review of the FTSE/Xinhua China A50 Index constituents takes place in January, April, July and October. The meeting to review the constituents will be held on the Tuesday after the first Friday of January, April, July and October using data from the close of business on the next working day following the third Friday in December, March, June and September. Any constituent changes will be implemented on the next trading day following the third Friday of the same month of the review meeting. Details of the outcome of the review and the dates on which any changes are to be implemented, will be published as soon as possible after the FTSE Xinhua Index Committee meeting has concluded.

Rules for Addition and Deletion at the Quarterly and Annual Review

The rules for inserting and deleting companies at the quarterly and annual reviews are designed to provide stability in the selection of constituents of the Series while ensuring that the Index continues to be representative of the market by including or excluding those companies which have risen or fallen significantly. A security will be inserted at the periodic review if it rises above the position stated below for the relevant index when the eligible securities for each FTSE Xinhua Index are ranked by market capitalisation. In determining the full market capitalisation of a company for this purpose, all share classes are included, while only the eligible share classes are included in the index weighting. In the case of the FTSE/Xinhua China A50 Index – Risen to 40th or above.

A security will be deleted at the periodic review if it falls below the position stated below for the relevant index when the eligible securities for each FTSE Xinhua Index are ranked by market capitalisation. In determining the full market capitalisation of a company for this purpose, all share classes are included, while only the eligible share classes are included in the index weighting. In the case of the FTSE/Xinhua China A50 Index – Fallen to 61st or below.

A constant number of constituents will be maintained for the FTSE/Xinhua China A50 Index. Where a greater number of companies qualify to be inserted in an index than those qualifying to be deleted, the lowest ranking constituents presently included in the index will be deleted to ensure that an equal number of companies are inserted and deleted at the periodic review. Likewise, where a greater number of companies qualify to be deleted than those qualifying to be inserted, the securities of the highest ranking companies which are presently not included in the index will be inserted to match the number of companies being deleted at the periodic review.

Where a company is deleted after the FTSE Xinhua Index Committee has met and approved periodic changes to the index but before the periodic changes have been implemented, the highest ranking company from the new reserve list, excluding current index constituents, will replace the deleted company.

Removal and Replacement

If a constituent ceases to be an eligible constituent of the Series, is delisted, or ceases to have a firm quotation, or is subject to a takeover or has, in the opinion of the Chairman and Deputy Chairman of the FTSE Xinhua Index Committee (or their nominated deputies), ceased to be a viable constituent as defined by the Ground Rules, it will be removed from the list of constituents and, in the case of the FTSE/Xinhua China A50 Index be replaced by the highest ranking company by full market capitalization eligible in the appropriate Reserve List as at the close of the index calculation two days prior to the deletion.

Where the company to be removed is a constituent of the FTSE/Xinhua China A50 Index, the replacement company will be the highest ranking company on the FTSE/Xinhua China A50 Index reserve list.

The removal and replacement are effected simultaneously, before the start of the index calculation on the day following the day on which the event justifying removal was announced. Announcements made after the close of the index calculation are normally deemed to be made on the following business day. In the case of a takeover, the qualifying event is an announcement that the offer has been approved by any appropriate regulatory body, confirmation that at least 75% acceptance levels have been received and that any new shares of the bidding company (if applicable) are listed.

Constituents removed, but which continue to trade thereafter will be considered for re-inclusion to the index at the next review, subject to at least 6 months has passed between deletion and the implementation date of the changes arising from the review.

Mergers, Restructuring and Complex Takeovers

If the effect of a merger or takeover is that one constituent in the FTSE/Xinhua China A50 Index is absorbed by another constituent, the resulting company will remain a constituent of the appropriate index, and a vacancy will be created. This vacancy will be filled by selecting the highest ranking security in the appropriate reserve list as at the close of the index calculation two days prior to the deletion and related indices adjusted in accordance with the Ground Rules.

If a constituent company in the FTSE/Xinhua China A50 Index is taken over by a non-constituent company, the original constituent will be removed and replaced by the highest ranking non-constituent on the appropriate reserve list. Any eligible company resulting from the takeover will be eligible to become the replacement company if it is ranked higher than any company on the reserve list.

If a constituent company is split so as to form two or more companies, then the resulting companies will be eligible for inclusion as index constituents in the appropriate FTSE Xinhua Indices based on their respective full market capitalisations i.e. before the application of any investability weightings and if they qualify in all other respects, e.g. a FTSE/Xinhua China A50 constituent split into two companies may result in one or both of these companies remaining in the FTSE/Xinhua China A50 Index. The smallest FTSE/Xinhua China A50 Index constituent will be removed from the FTSE/Xinhua China A50 index.

Index constituent changes resulting from the split will be determined based on market values at close on day one of trading and applied using market values at close on day two of trading, following the split becoming effective. Consequently the FTSE/Xinhua China A50 Index may have more than 50 companies (respectively) for 2 days.

New Issues

If, in the view of the FTSE Xinhua Index Committee, a new issue is so large (i.e. its full market capitalisation amounts to 0.5% or more of the full capitalisation of the FTSE Xinhua All-Share, before the application of individual constituent investability weightings) that the effectiveness of the index as a market indicator would be significantly and adversely affected by its omission, the FTSE Xinhua Index Committee will normally decide to include the new issue as a constituent of the FTSE/Xinhua China A50 Index, after the close of business on the fifth day of official trading. In all cases, advance notification confirming the timing of the inclusion of the new constituent will be given accordingly. The security which is the lowest ranking constituent of the indices in FTSE/Xinhua China A50 Index will be selected for removal and related indices adjusted in accordance with the Ground Rules.

New issues of companies which do not qualify for early entry but which meet the criteria for eligible securities will be eligible for inclusion in the next quarterly review if large enough to become constituents either of the FTSE/Xinhua China A50 Index. Note: if the fifth day of official trading occurs on a day after the regular quarterly rebalance changes are due to be announced but before they are due to become effective, then the FTSE/Xinhua Committee may decide to include the company as a Fast Entry at the same time as the effective date of the rebalance changes, and capped using prices as at close on the preceding day.

For the purpose of new issues, a company which is relisted following suspension or is reorganised or renamed or which arises from a demerger or complex reorganisation of another company which is not an existing constituent, shall not be considered to be a new issue. However, an Initial Public Offering (IPO) which arises from a demerger shall be considered as a new issue.

A China “B” share company that for the first time issues “A” shares onto the Shanghai or Shenzhen exchange will, for the FTSE Xinhua Index Series, be considered a new issue and will be eligible for entry into the Series.

If the FTSE Xinhua Index Committee decides to include a new issue as a constituent security other than as part of the normal periodic review procedure, this decision must be publicly announced at the earliest practicable time.

Suspension of Dealing

Where a suspension of a constituent of the FTSE/Xinhua China A50 Index lasts beyond noon on the second trading day, the Secretary to the FTSE Xinhua Index Committee will convene a meeting (to be held, if possible, after market hours on the second day) to consider whether the constituent should be removed. When a stock has been suspended for ten consecutive trading days (and the Committee has not exercised an earlier discretion to remove it), it will normally be deleted from the Index on the eleventh trading day. When a stock is removed following suspension of its quotation, the stock will be removed at its suspension price unless otherwise decided by the FTSE Xinhua Index Committee.

Securities designated “Particular Transfer” are treated as suspended and subject to the suspension of dealing rules above.

Relisting of Suspended Constituents

Where a suspended constituent which has been removed from the indices is subsequently relisted, the following rules shall apply:

- (a) securities which were removed from the FTSE/Xinhua China A50 Index, which on relisting are larger than the smallest constituent of the index from which they were removed when suspended, shall be re-instated in the same index at the price at which they were removed and the lowest ranking constituent by full market capitalization of the index will be selected for removal and related indices adjusted in accordance with the Ground Rules. The addition and deletion of stocks occur simultaneously, such that there are always 50 constituent companies as appropriate;
- (b) securities which on relisting are smaller than the smallest constituent of the index from which they were removed when suspended shall then be re-instated in the same index at the price at which they were removed after the close of the index calculation on the trading day prior to relisting. After the close of the index calculation on the first day of trading following relisting, the security shall be deleted from the index from which it was originally removed and included in the index of which it then qualifies to be a constituent. Consequently an index may have 51 constituents for one day only.

Changes to Constituent Weightings

For the purposes of computing the Series and to prevent a large number of insignificant weighting changes, the number of shares in issue for each constituent security is amended only when the total shares in issue held within the index system changes by more than 1% on a cumulative basis.

If a corporate action is applied to a constituent of the index which involves a change in the number of shares in issue, the change in shares will be applied simultaneously with the corporate action.

Changes of shares in issue not arising from corporate actions, amounting to less than 10% of the number of shares in issue but more than 1% will be made quarterly after the close of business on the third Friday of March, June, September and December.

If accumulated changes in the number of shares in issue add up to 10% or more, they are implemented between quarters. A minimum of 4 days notice will be given to users of the index.

All adjustments are made before the start of the index calculations on the day concerned, unless market conditions prevent this.

Appendix 4

TERMS AND CONDITIONS FOR ATM APPLICATIONS

Applications for the subscription of the Units at the Initial Offer Price through the ATMs of UOB Ltd are subject to the following terms and conditions:

1. **YOUR APPLICATION MUST BE MADE IN LOTS OF 1,000 UNITS OR HIGHER INTEGRAL MULTIPLES THEREOF. APPLICATIONS FOR ANY OTHER NUMBER OF UNITS WILL BE REJECTED. AN APPLICATION FOR UNITS UNDER THE ATM OFFER IS SUBJECT TO A MINIMUM OF 1,000 UNITS PER APPLICANT.**
2. Applications for the Units under the ATM Offer may be made through the ATMs of UOB Ltd (“**Electronic Applications**”) (or in such other manner as UOBAM may in its absolute discretion deem appropriate). **YOU MAY NOT USE YOUR CPF FUNDS OR SRS MONIES TO APPLY FOR THE UNITS.**
3. You may apply for the Units via the ATMs of UOB Ltd from **9.00 a.m. on 29 October 2009 to 12 noon on 4 November 2009**. UOBAM may, and with the approval of the SGX-ST (where required), change the date(s) and/or time(s) stated above at its discretion, subject to all applicable laws and regulations.
4. **Only one Electronic Application for the Units may be made for the benefit of one person in his own name. Multiple Electronic Applications for the Units will be rejected, except in the case of Electronic Applications by approved nominee companies where each Electronic Application is made on behalf of a different beneficiary.**

A person, other than an approved nominee company, who submits an Electronic Application for the Units in his own name should not submit any other Electronic Application for the Units for any other person. Such separate Electronic Applications will be deemed to be multiple applications and shall be rejected.

Joint or multiple Electronic Applications for the Units shall be rejected. Persons submitting or procuring submissions of multiple Electronic Applications for the Units may be deemed to have committed an offence under the Penal Code, Chapter 224 of Singapore and the SFA, and such applications may be referred to the relevant authorities for investigation.

5. UOBAM will not accept Electronic Applications from any person under the age of 18 years, undischarged bankrupts, sole-proprietorships, partnerships, non-corporate bodies, joint Securities Account holders and applicants whose addresses (contained in the records of UOB Ltd) bear post office box numbers. No person acting or purporting to act on behalf of a deceased person is allowed to apply under the Securities Account in the deceased’s name at the time of application.
6. UOBAM will not recognise the existence of a trust. Any application by a trustee or trustees must be made in his/their own name(s) and without qualification. Electronic Applications made in the name(s) of an approved nominee company or approved nominee companies must comply with paragraph 7 below.
7. **UOBAM WILL ONLY ACCEPT NOMINEE APPLICATIONS FROM APPROVED NOMINEE COMPANIES.** Approved nominee companies are defined as banks, merchant banks, finance companies, insurance companies, licensed securities dealers in Singapore and nominee companies controlled by them. Applications made by nominees other than approved nominee companies shall be rejected.
8. **IF YOU ARE NOT AN APPROVED NOMINEE COMPANY, YOU MUST MAINTAIN A SECURITIES ACCOUNT IN YOUR OWN NAME AT THE TIME OF YOUR APPLICATION.** If you do not have an existing Securities Account in your own name at the time of your application, you will not be able to complete your Electronic Application. If you have an existing Securities Account but fail to provide your Securities Account number or provide an incorrect Securities Account number in your Electronic Application, as the case may be, your application is liable to be rejected. Subject to paragraph 9 below, your application shall be rejected if your particulars such as name, NRIC/passport number, nationality, permanent residence status and Securities Account number contained in the records of UOB Ltd, as the case may be, differ from those particulars in your Securities Account as maintained with CDP. If you possess more than one individual direct Securities Account, your Electronic Application shall be rejected.
9. If your address stated in the records of UOB Ltd is different from the address registered with CDP, you must inform CDP of your updated address promptly, failing which the notification letter on successful allotment and other correspondence from the CDP will be sent to your address last registered with CDP.
10. UOBAM reserves the right to reject any applications for Units where it believes or has reason to believe that such applications may violate the securities laws of any jurisdiction.
11. No person in any jurisdiction outside Singapore receiving this Prospectus may treat the same as an offer or invitation to subscribe for any Units.
12. UOBAM reserves the right to reject any application which does not conform strictly to the instructions set out in this Prospectus or which does not comply with the instructions for Electronic Applications or with the terms and conditions of this Prospectus or which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly drawn or improper form of remittance. UOBAM further reserves the right to treat as valid any applications not completed or submitted or effected in

all respects in accordance with the instructions set out in this Prospectus (including the instructions set out in the Electronic Applications) or with the terms and conditions of this Prospectus, and also to present for payment or other processes all remittances at any time after receipt and to have full access to all information relating to, or deriving from, such remittances or the processing thereof.

13. **UOBAM reserves the right to reject or accept any application in whole or in part, or to scale down or ballot any application, without assigning any reason therefor, and no enquiry and/or correspondence on its decision will be entertained. This right applies to applications made by way of Electronic Applications, and by such other forms of application as it deems appropriate.**
14. Units will be registered in the name of CDP or its nominee and will be forwarded only to CDP. It is expected that CDP will send to you, at your own risk, within 15 Business Days after the close of the Initial Offer Period, a statement of account stating that your Securities Account has been credited with the number of Units allotted to you. This will be the only acknowledgement of application moneys received and is not an acknowledgement by UOBAM. You irrevocably authorise CDP to complete and sign on your behalf as transferee or renounee any instrument of transfer and/or other documents required for the issue or transfer of the Units allotted to you.

You consent to the disclosure of your name, NRIC/passport number, address, nationality, permanent resident status, Securities Account number and Unit application amount to the Share Registrar and Share Transfer Office, CDP, Securities Clearing Computer Services (Pte) Ltd (the “SCCS”), the SGX-ST, the Trustee, UOBAM and UOB Ltd.
15. In the case of an Electronic Application, by pressing the “Enter” or “OK” or “Confirm” or “Yes” key or any other relevant key on the ATM in accordance with the provisions herein, you:
 - (a) irrevocably offer, agree and undertake to subscribe for the number of Units specified in your application (or such smaller number for which the application is accepted) at the Initial Offer Price and agree that you will accept such Units as may be allotted to you, in each case on the terms of, and subject to the conditions set out in, this Prospectus and in the Trust Deed;
 - (b) agree that if a supplementary or replacement prospectus is lodged, such supplementary or replacement prospectus will set out the additional terms and conditions relating to applications for the Units and applications received by UOBAM prior to the lodgment of such supplementary or replacement prospectus will be subject to such terms and conditions;
 - (c) agree that in the event of any inconsistency between the terms and conditions for application set out in this Prospectus and those set out in the ATMs of UOB Ltd, the terms and conditions set out in this Prospectus shall prevail;
 - (d) in the case of an application by way of an Electronic Application, agree that the aggregate Initial Offer Price for the Units applied for is due and payable to UOBAM upon application;
 - (e) in the case of an application by way of other forms of application as UOBAM may deem appropriate, agree that the aggregate Initial Offer Price for the Units applied for is due and payable to UOBAM upon application, unless otherwise agreed by UOBAM;
 - (f) warrant the truth and accuracy of the information contained, and representations and declarations made, in your application, and acknowledge and agree that such information, representations and declarations will be relied on by UOBAM in determining whether to accept your application and/or whether to allot any Units to you; and
 - (g) agree and warrant that, if the laws of any jurisdictions outside Singapore are applicable to your application, you have complied with all such laws and UOB Ltd and UOBAM will not infringe any such laws as a result of the acceptance of your application.
16. You irrevocably authorise CDP to disclose the outcome of your application, including the number of Units allotted to you pursuant to your application, to the Trustee, UOBAM, UOB Ltd, and/or any other parties so authorised by CDP, the Trustee, UOBAM and UOB Ltd.
17. No application will be held in reserve.
18. No Units shall be allotted on the basis of this Prospectus later than twelve (12) months after the date of registration of this Prospectus with the MAS.
19. Additional terms and conditions for applications by way of Electronic Applications are set out below.
20. Any reference to “you” or the “applicant” in this section shall include an individual, a corporation, an approved nominee company and trustee applying for the Units by way of an Electronic Application (or in such other manner as UOBAM may in its absolute discretion deem appropriate).

ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATIONS

For illustration purposes, the procedures for Electronic Applications at ATMs of UOB Ltd (the “Steps”) are set out below under the heading “Steps for Electronic Application”. Please read carefully the terms of this Prospectus, the Steps and the terms and conditions for Electronic Applications set out below before making an Electronic Application. Any reference to “you” or the “applicant” in this section “Additional Terms and Conditions for Electronic Applications” and the Steps shall refer to you making an application for Units through an ATM of UOB Ltd.

The Steps set out the actions that you must take at ATMs of UOB Ltd to complete an Electronic Application.

You must have an existing bank account with and be an ATM cardholder of UOB Ltd before you can make an Electronic Application via an ATM of UOB Ltd. An ATM card issued by UOB Ltd cannot be used to apply for Units at an ATM belonging to another bank. Upon the completion of your Electronic Application transaction, you will receive an ATM transaction slip (“**Transaction Record**”), confirming the details of your Electronic Application. The Transaction Record is for retention by you.

You must ensure that you enter your own Securities Account number when using the ATM card issued to you in your own name. If you fail to use an ATM card issued in your own name or do not key in your own Securities Account number, your application will be rejected. If you operate a joint bank account with UOB Ltd, you must ensure that you enter your own Securities Account number when using the ATM card issued to you in your own name. Using your own Securities Account number with an ATM card which is not issued to you in your own name will render your Electronic Application liable to be rejected.

Your Electronic Application shall be made on the terms and subject to the conditions of this Prospectus, including but not limited to, the terms and conditions appearing below and those set out in this Prospectus, as well as the Trust Deed.

1. In connection with your Electronic Application for Units, you are required to confirm statements to the following effect in the course of activating your Electronic Application:
 - (a) **that you have received a copy of this Prospectus and have read, understood and agreed to all the terms and conditions of application for Units in this Prospectus prior to effecting the Electronic Application and agree to be bound by the same;**
 - (b) **that you consent to the disclosure of your name, NRIC/passport number, address, nationality, permanent resident status, Securities Account number and Unit application amount (the “Relevant Particulars”) from your account with UOB Ltd to the Share Registrar and Share Transfer Office, CDP, the SCCS, the SGX-ST, the Trustee, UOBAM and UOB Ltd (the “Relevant Parties”); and**
 - (c) **that the Electronic Application made is your only Electronic Application for Units and it is made in your own name and at your own risk.**

Your application will not be successfully completed and cannot be recorded as a completed transaction unless you press the “Enter” or “OK” or “Confirm” or “Yes” key or any other relevant key in the ATM. By doing so, you shall be treated as signifying your confirmation of each of the three statements. In respect of statement 1(b) above, your confirmation, by pressing the “Enter” or “OK” or “Confirm” or “Yes” or any other relevant key, shall signify and shall be treated as your written permission, given in accordance with the relevant laws of Singapore including Section 47(2) of the Banking Act, Chapter 19 of Singapore to the disclosure by UOB Ltd of the Relevant Particulars to the Relevant Parties.

2. **By making an Electronic Application, you confirm that you are not applying for Units as nominee of any other person and that any Electronic Application that you make is the only Electronic Application made by you as beneficial owner. You shall make only one Electronic Application for the Units and shall not make any other Electronic Application for the Units.**
3. You must have sufficient funds in your bank account with UOB Ltd at the time you make your Electronic Application, failing which your Electronic Application will not be completed. **Any Electronic Application made via the ATMs of UOB Ltd which does not conform strictly to the instructions set out in this Prospectus or on the screens of the ATMs of UOB Ltd through which the Electronic Application is being made shall be rejected.**
4. You may apply and make payment for your Electronic Application for the Units in Singapore currency through any ATM of UOB Ltd using only cash, subject to a minimum of 1,000 Units per applicant.
5. You irrevocably agree and undertake to subscribe for and to accept the number of Units applied for as stated on the Transaction Record or any lesser number of Units that may be allotted to you in respect of your Electronic Application. In the event that UOBAM decides to allot any lesser number of such Units or not to allot any Units to you, you agree to accept such decision as final. If your Electronic Application is successful, your confirmation (by your action of pressing the “Enter” or “OK” or “Confirm” or “Yes” key or any other relevant key on the ATM) of the number of Units applied for shall signify and shall be treated as your acceptance of the number of Units that may be allotted to you and your agreement to be bound by this Prospectus and the Trust Deed.

6. **UOB Ltd and UOBAM will not keep any application in reserve.** Where your Electronic Application is unsuccessful, or is accepted or rejected in part only, the full amount of the application moneys, or any balance of the application moneys, as the case may be, will be refunded in Singapore dollars (without interest or any share of revenue or other benefit arising therefrom) to you by being automatically credited to your UOB Ltd bank account no later than three (3) Business Days after the close of the Initial Offer Period.

If the offering of Units does not proceed for any reason, the application moneys received will be returned (without interest or any share of revenue or other benefit arising therefrom) to you within fourteen (14) Business Days after the offering is discontinued.

You may check the provisional results of your Electronic Application as follows:

Bank	Telephone	Available at	Operating Hours	Service expected from
UOB Group	1 800 222 2121	ATM “Other Transactions – IPO Enquiry”/ Phone Banking/ Internet Banking http://www.UOBgroup.com	24 hours a day	Evening of the day the refund of excess monies is made

7. Electronic Applications shall close at **12 noon on 4 November 2009** or such other time and date as UOBAM may decide.
8. You are deemed to have irrevocably requested and authorised UOBAM to:
- register the Units allotted to you in the name of CDP for deposit into your Securities Account;
 - send the relevant Unit certificate(s) (if any) to CDP;
 - return or refund (without interest or any share of revenue or other benefit arising therefrom) the full amount or the balance of the application moneys in Singapore currency, should your Electronic Application be rejected, or accepted in part only, as the case may be, by automatically crediting your UOB Ltd bank account no later than three (3) Business Days after the close of the Initial Offer Period; and
 - return or refund (without interest or any share of revenue or other benefit arising therefrom) the full amount of the application moneys in Singapore dollars, should the offering of the Units not proceed for any reason, by automatically crediting your UOB Ltd bank account with the relevant amount within fourteen (14) Business Days after the offering is discontinued.
9. You irrevocably agree and acknowledge that your Electronic Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God and other events beyond the control of the Trustee, UOBAM, UOB Ltd, and if, in any such event, the Trustee, UOBAM and UOB Ltd do not record or receive your Electronic Application, or data relating to your Electronic Application or the tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, you shall be deemed not to have made an Electronic Application and you shall have no claim whatsoever against the Trustee, UOBAM, and UOB Ltd for the Units applied for or for any compensation, loss or damage.
10. UOBAM does not recognise the existence of a trust. Any Electronic Application by a trustee must be made in his own name(s) and without qualification. UOBAM will reject any Electronic Application by any person acting as nominee except those made by approved nominee companies only.
11. **You should ensure that your personal particulars as recorded by both CDP and UOB Ltd are correct and identical, otherwise, your Electronic Application is liable to be rejected.** You should promptly inform CDP of any change in address, failing which the notification letter on successful allotment and other correspondence from the CDP will be sent to your address last registered with CDP.
12. By making and completing an Electronic Application, you are deemed to have agreed that:
- In consideration of UOB Ltd making available the Electronic Application facility through its ATMs and agreeing to close the offering of Units at **12 noon on 4 November 2009** or such other time or date as UOBAM may decide, and by making and completing an Electronic Application:
 - your Electronic Application is irrevocable; and
 - your Electronic Application, UOBAM’s acceptance and the contract resulting therefrom under the offering shall be governed by and construed in accordance with the laws of Singapore and you irrevocably submit to the non-exclusive jurisdiction of the Singapore courts;
 - none of UOBAM, UOB Ltd, or CDP shall be liable for any delay, failure or inaccuracy in the recording, storage or in the transmission or delivery of data relating to your Electronic Application to UOBAM or CDP due to a breakdown or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 9 above or to any cause beyond their respective controls;

- (c) in respect of Units for which your Electronic Application has been successfully completed and not rejected, acceptance of your Electronic Application shall be constituted by written notification by or on UOBAM's behalf and not otherwise, notwithstanding any payment received by or on UOBAM's behalf;
- (d) you will not be entitled to exercise any remedy of rescission or misrepresentation at any time after acceptance of your application; and
- (e) in making your application, reliance is placed solely on the information contained in this Prospectus and that none of UOBAM, UOB Ltd or any other person involved in the offering shall have any liability for any information not so contained.

Steps for Electronic Applications

Instructions for Electronic Applications will appear on the ATM screens of UOB Ltd. For illustration purposes, the steps for making an Electronic Application through the ATMs of the UOB Ltd are shown below.

Due to space constraints on the screen of UOB Ltd's ATMs, the following terms will appear in

abbreviated form:

"&"	: And
"A/C" AND "A/CS"	: ACCOUNT AND ACCOUNTS, respectively
"ADDR"	: ADDRESS
"AMT"	: AMOUNT
"APPLN"	: APPLICATION
"CDP"	: THE CENTRAL DEPOSITORY (PTE) LTD
"CPF INVT A/C"	: CPF INVESTMENT ACCOUNT
"IC/PSSPT"	: NRIC or PASSPORT NUMBER
"NO" OR "NO."	: NUMBER
"PERSONAL NO"	: PERSONAL IDENTIFICATION NUMBER
"REGISTRARS"	: SHARE REGISTRARS
"SCCS"	: SECURITIES CLEARING & COMPUTER SERVICES (PTE) LTD
"SGX-ST"	: SINGAPORE EXCHANGE SECURITIES TRADING LIMITED
"TRANS"	: TRANSACTIONS

Steps for Electronic Applications through the ATMs of UOB Ltd

- Step 1 : Insert your personal Unicard, Uniplus card or UOB VISA/MASTER card and key in your personal identification number.
- 2 : Select "CASHCARD/OTHER TRANSACTIONS".
- 3 : Select "SECURITIES APPLICATION".
- 4 : Select the share counter/units which you wish to apply for.
- 5 : Read and understand the following statements which will appear on the screen:

- **THIS OFFER OF SECURITIES (OR UNITS OF SECURITIES) WILL BE MADE IN, OR ACCOMPANIED BY, A COPY OF THE PROSPECTUS/DOCUMENT OR SUPPLEMENTARY DOCUMENT. ANYONE WISHING TO ACQUIRE THESE SECURITIES (OR UNITS OF SECURITIES) WILL NEED TO MAKE AN APPLICATION IN THE MANNER SET OUT IN THE PROSPECTUS/DOCUMENT OR SUPPLEMENTARY DOCUMENTS.**

(Press "ENTER" to continue)

- **PLEASE CALL 1800-22-22-121 IF YOU WOULD LIKE TO FIND OUT WHERE YOU CAN OBTAIN A COPY OF THE PROSPECTUS/DOCUMENT OR SUPPLEMENTARY DOCUMENT.**
- **WHERE APPLICABLE, A COPY OF THE PROSPECTUS/DOCUMENT OR SUPPLEMENTARY DOCUMENT HAS BEEN LODGED WITH AND REGISTERED BY THE MONETARY AUTHORITY OF SINGAPORE WHO ASSUMES NO RESPONSIBILITY FOR THE CONTENTS OF THE PROSPECTUS/DOCUMENT OR SUPPLEMENTARY DOCUMENT.**

(Press "ENTER" to continue)

- 6 : Read and understand the following statements which will appear on the screen:
- **YOU HAVE READ, UNDERSTOOD & AGREED TO ALL THE TERMS OF THE PROSPECTUS/ DOCUMENT OR SUPPLEMENTARY DOCUMENT & THIS ELECTRONIC APPLICATION.**
- (Press “ENTER” to continue)
- **YOU CONSENT TO DISCLOSE YOUR NAME, IC/PSSPT, NATIONALITY, ADDR, APPLN AMT, CPFINVT A/C NO & CDP A/C NO FROM YOUR A/CS TO CDP, CPF, SCCS, REGISTRARS, SGX-ST & ISSUER/VENDOR(S).**
 - **THIS IS YOUR ONLY FIXED PRICE APPLN AND IS IN YOUR NAME AND AT YOUR RISK.**

(Press “ENTER” to continue)

- 7 : Screen will display:

NRIC/PASSPORT NO: XXXXXXXXXXXXXXX

IF YOUR NRIC NO/PASSPORT NO IS INCORRECT, PLEASE CANCEL THE TRANSACTION AND NOTIFY THE BRANCH PERSONALLY.

(Press “CANCEL” or “CONFIRM”)

- 8 : Select mode of payment i.e. “CASH ONLY”. You will be prompted to select Cash Account type to debit (i.e. “CURRENT ACCOUNT/I-ACCOUNT”, “CAMPUS” or “SAVINGS ACCOUNT/TX-ACCOUNT”). Should you have a few accounts linked to your ATM card, a list of linked account numbers will be displayed for you to select.
- 9 : After you have selected the account, your Securities Account number will be displayed for you to confirm or change (this screen with your Securities Account number will be shown if your Securities Account number is already stored in the ATM system of UOB Ltd).
- 10 : If this is the first time you are using UOB Ltd’s ATM to apply for shares/units, your Securities Account number will not be stored in the ATM system of UOB Ltd, and the following screen will be displayed for your input of your Securities Account number.

Read and understand the following terms which will appear on the screen:

- 1. YOU ARE REQUIRED TO ENTER YOUR CDP ACCOUNT NUMBER FOR FIRST IPO APPLICATION. THIS ACCOUNT NUMBER WOULD BE DISPLAYED FOR FUTURE APPLICATIONS.**
- 2. DO NOT APPLY FOR JOINT ACCOUNT HOLDER OR THIRD PARTIES.**
- 3. PLEASE ENTER YOUR OWN CDP ACCOUNT NUMBER (12 DIGITS) AND PRESS <ENTER>.**

(If you wish to terminate the transaction, please press “CANCEL”)

- 11 : Select your nationality status.
- 12 : Key in the number of Units you wish to apply for and press “ENTER” key.
- 13 : Check the details of your Electronic Application on the screen and press “ENTER” key to confirm your Electronic Application.
- 14 : Select “NO” if you do not wish to make any further transactions and remove the Transaction Record. You should keep the Transaction Record for your own reference only.

Appendix 5

Risks and considerations associated with the P-Notes issued by Rabobank

The following factors may affect Rabobank's ability to fulfil its obligations under the P-Notes issued by it. Most of these factors are contingencies which may or may not occur and the Managers are not in a position to express a view on the likelihood of any such contingency occurring. In addition, certain factors which are considered by the Managers to be material for the purpose of assessing the risks associated with the P-Notes issued by Rabobank are also described below.

Unless the context otherwise requires, references in this Appendix 5 to the 'Rabobank Group' are to Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank Nederland) and its members, subsidiaries and affiliates. Rabobank Nederland is a trading name of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. Unless the context otherwise requires, references in this Appendix 5 to the 'P-Notes' are to the P-Notes issued by Rabobank.

The Managers believe that the factors described below represent the principal risks inherent in investing in the P-Notes, but the P-Notes may be affected by other reasons and neither the Managers nor Rabobank represent that the statements below regarding the risks of holding any P-Notes are exhaustive as other risks may exist that are currently not known or that, based on today's knowledge, are not deemed to be material enough to be included in this section.

1. Factors that may affect Rabobank's ability to fulfil its obligations under the P-Notes are as follows:

Credit risk

Credit risk is the risk that particular borrowers do not (timely) satisfy their obligations.

Value adjustments

The term 'value adjustments' provides an indication of the probability of credit losses. At the Rabobank Group level, the average for the period 1998 to 2007 was 24 basis points⁸ and for 2007 was 22 basis points and for the first half of 2008 was 27 basis points. The ratio for the wholesale and international banking operations and for leasing was in 2007, at 63 and 61 basis points respectively. The ratio for the domestic retail banking operations in 2007 was 6 basis points.

Country risk

With respect to country risk, a distinction can be made between transfer risk and collective debtor risk. Transfer risk relates to the possibility of foreign governments placing restrictions on funds transfers from debtors in that country to creditors abroad. Collective debtor risk relates to the situation when a large number of debtors in a country cannot meet their commitments for the same reason (e.g. war, political and social unrest, natural disasters, but excluding government policy that does not succeed in creating macro-economic and financial stability).

Interest rate risk

An important risk component for Rabobank Group is interest rate risk. Interest rate risk is the risk, outside the trading environment, of deviations in interest income and/or the market value of capital as a result of changes in market interest rates. Interest rate risk results mainly from mismatches between the periods for which interest rates are fixed for loans and funds entrusted. If interest rates increase, the rate for the liabilities, such as savings, can be adjusted immediately. This does not apply to the majority of the assets, such as mortgages, which have longer interest rate fixation periods.

Funding risk

Funding risk is the risk that not all (re)payment commitments can be met. This could happen if clients or other professional counterparties suddenly withdraw more funding than expected, which cannot be met by Rabobank Group's cash resources or by selling or pledging assets or by borrowing funds from third parties.

Market risk

Market risk relates to changes in the value of the trading portfolio as a result of price movements in the market. Price changes include prices of interest rate products (interest rate), equities, currencies, certain commodities and derivatives.

Currency risk

Currency risk positions are taken in both trading and non-trading books. Currency risk in the non-trading books relates exclusively to the translation risk⁹ on capital invested in foreign activities and issues of Trust Preferred Securities not denominated in euro.

Operational risk

As a risk type, operational risk has acquired its own distinct position in the banking world. It is defined as 'the risk of losses resulting from failure of internal processes, people or systems or from external events'.

⁸ One basis point is 0.01 per cent

⁹ Translation risk is the risk that exists when assets or liabilities are denominated in a currency deviating from the presentation currency.

Security and collateral

Pursuant to a security assignment to be entered into between Rabobank Hong Kong as assignor, the Trustee as assignee and UOBAM as Swap Counterparty, while the Trustee is a holder of the Tranche A P-Notes on behalf of the Sub-Fund, the Tranche A P-Notes held by the Trustee will be secured on the Swap Agreement.

With respect to the Tranche B P-Notes, Rabobank Hong Kong intends to post collateral for any value of the Tranche B P-Notes held by the Trustee on behalf of the Sub-Fund that is above one-third of the Deposited Property of the Sub-Fund in order to reduce the Sub-Fund's exposure to Rabobank to not more than one-third of the Deposited Property of the Sub-Fund. It is intended that the collateral will be comprised of liquid securities (likely to be fixed income and equities, including those denominated in currencies other than SGD) the value of which will be measured on a daily basis by Rabobank Hong Kong and will be topped up by Rabobank Hong Kong on an ongoing basis, as and when required (within 11 Singapore business days), to ensure that the counterparty exposure to Rabobank (net of the collateral) is not more than one-third of the Deposited Property of the Sub-Fund. It is intended that the collateral would be placed in a trust or custodial account charged and assigned to the Trustee as trustee for the Sub-Fund. Reference is made to paragraph 9.2.3(c).

2. Factors which are material for the purpose of assessing the market and country risks associated with the P-Notes are as follows:

The China A Share Market

The China A Share market is a developing financial market. The hedging activities of Rabobank and/or Rabobank Hong Kong may be disrupted and the Sub-Fund may suffer losses as a result. The constituent securities comprising the Composite Portfolio are A-Shares, which are traded on either the Shanghai Stock Exchange or the Shenzhen Stock Exchange. These markets are newly developing financial markets, and may have lower capitalisation, lower trading volumes, higher volatility and less sophisticated securities laws and regulations than those in more developed financial markets. These factors may result in large fluctuations in the value of A-Shares in general and the constituent securities comprising the Composite Portfolio in particular, and therefore the value of the Composite Portfolio as well as the P-Notes may fluctuate to a great extent as well.

Since the China A Share market is newly developing, it is possible that, during the term of the P-Notes, Rabobank and/or Rabobank Hong Kong may become unable to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge its equity or other price risk with respect to the P-Notes or realise, recover or remit the proceeds of any such transaction(s) or asset(s) (a "**Hedging Disruption**"), or would incur a materially increased (as compared with circumstances existing on the issue date of the P-Notes) amount of tax, duty, expense or fee to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any it deems necessary to hedge its equity or other price risk with respect to the P-Notes or realise, recover or remit the proceeds of any such transaction(s) or asset(s) (an "**Increased Cost of Hedging**"). If a Hedging Disruption or Increased Cost of Hedging occurs, as determined by the calculation agent, the P-Notes may be subject to adjustment or the P-Notes may be redeemed early. The Sub-Fund may suffer a substantial loss on its investment in the P-Notes if that is the case.

It is also possible that, during the term of the P-Notes, due to the adoption of or any change in any applicable law or regulation or the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation, it will, or the calculation agent determines that there is a substantial likelihood that it will, become illegal for Rabobank and/or Rabobank Hong Kong and/or the Swap Counterparty to hold, acquire or dispose of hedge positions which directly or indirectly relates to hedging the Rabobank's equity price risk, currency risk and dividend risk under the P-Notes or Rabobank will, or the calculation agent determines that there is a substantial likelihood that it will, incur a materially increased cost in performing its obligations under the P-Notes. In such event, the calculation agent may determine that a "Change in Law" has occurred and the P-Notes may be subject to adjustment or the P-Notes may be redeemed early. The Sub-Fund may suffer a substantial loss on its investment in the P-Notes if that is the case.

Market access product

The P-Notes are a type of "market access product". The PRC Central Government may change its laws or regulations which affect Rabobank's ability to provide access to the China A Share market. Currently, only residents of mainland China or foreign investors who have obtained QFII status can trade in A-Shares. Therefore, the P-Notes are what some may refer to as a "market access product", which means the terms and conditions of the P-Notes are structured in such a way so that an investor in the P-Notes takes some of the economic risks and rewards of the underlying securities that are not commonly available to the investor.

Rabobank is able to offer the P-Notes with terms and conditions that are structured in this way because, in respect of the Tranche A P-Notes, Rabobank Hong Kong has entered into the Swap Agreement where the Swap Counterparty will pass on some of the economic risks and rewards of owning the relevant A-Shares to Rabobank Hong Kong and, in respect of the Tranche B P-Notes, Robeco holds the necessary QFII status and investment quota to trade in A-Shares.

In case of the Tranche A P-Notes, if due to applicable laws and regulations (including the laws and regulations of mainland China), it has become illegal for the Swap Counterparty or Rabobank Hong Kong to perform its obligations under the Swap Agreement or to hedge its obligations under the Swap Agreement, or the Swap Counterparty is no longer a QFII or the Swap Counterparty loses any QFII investment quota, then the Swap Agreement may be terminated and the Tranche A P-Notes may be redeemed early. The Sub-Fund may suffer a substantial loss on its investment in the Tranche A P-Notes if that is the case.

In case of the Tranche B P-Notes, if due to the laws and regulations of mainland China, Robeco is no longer a QFII or it loses any QFII investment quota, the Tranche B P-Notes may be subject to adjustment or the Tranche B P-Notes may be redeemed early. The Sub-Fund may suffer a substantial loss on its investment in the Tranche B P-Notes if that is the case.

CNY exchange rate risks

The exchange rates between CNY and any other foreign currency may fluctuate as a result of market and political conditions and economic factors, including, without limitation, mainland China's foreign exchange regime, and may go up as well as down. Currently, the conversion of CNY into USD has been based on the median exchange rates published by the China Foreign Exchange Trading System, which are set daily based on the quotation obtained from market-makers of the PRC interbank foreign exchange market. However there is no assurance whether such exchange rates will continue to be fixed or be kept within any range. If the PRC Central Government allows free conversion of CNY into foreign currency for capital items as well as for current items, any of the foreign exchange rates may become highly volatile. There is no assurance that the level of the applicable exchange rates in relation to the Sub-Fund at any given time will be at a level which will result in a favourable financial return for investors.

CNY convertibility

At present, CNY cannot be freely converted. The Sub-Fund is exposed to risks that mainland China's foreign exchange control regime may change in the future. Under mainland China's current foreign exchange regulations, CNY cannot be freely converted into any foreign currency in respect of "capital items", such as investment of shares in Chinese companies. To convert CNY in respect of "capital items" into any foreign currency, generally speaking, one needs the approval of the regulator for foreign exchange in mainland China, the SAFE. Currently, SAFE has granted approvals so that investors with QFII status (such as the Swap Counterparty) can exchange the proceeds from their investment in A-Shares into foreign currencies without any further approval. However SAFE may revoke or change its approval in the future. In addition, regardless of whether there are SAFE approvals, the PRC Central Government may impose exchange controls that make it impossible or impracticable for the Swap Counterparty and/or Robeco to recover their positions in the A-Shares or to remit the proceeds of these A-Shares outside mainland China. If this occurs, this may constitute a FX Disruption Event (as defined in the terms and conditions of the P-Notes) and the payments of the P-Notes may be postponed or the P-Notes may be redeemed early. The Sub-Fund may suffer a substantial loss on its investment in the P-Notes if that is the case.

Capital gains tax

Although currently no enterprise income tax is being levied in the PRC on capital gains made by QFIIs in their investments in A-Shares as a matter of practice, investors should note that there is considerable uncertainty regarding whether QFIIs would be required to pay enterprise income tax on their capital gains.

Rabobank will therefore deduct a provisional capital gains tax amount to be conclusively determined by the calculation agent of the P-Notes in accordance with the terms and conditions of the P-Notes in SGD equal to 10% of the aggregate of any realised or unrealised gains on each security constituting the Composite Portfolio per transaction directly or indirectly related to the hedging of the P-Notes from the redemption amount on maturity or early redemption of the P-Notes and withhold such amount to account for any potential capital gains tax paid or payable in the PRC in respect of gains on the securities constituting the Composite Portfolio. Such withholding from the redemption amount of the P-Notes will result in a lower net return to the Sub-Fund on its investment in the P-Notes and a lower fund performance and will impact the NAV of the Sub-Fund.

To the extent the actual amount of capital gains tax actually levied by the taxing authority of the PRC before the date falling on the fifth year after the issue date of the relevant P-Notes is in excess of the provisional capital gains tax amount withheld, such shortfall will be borne by the Sub-Fund. The NAV of the Sub-Fund will therefore decrease.

To the extent the capital gains tax is not paid, payable, announced, required or determined to be payable to any PRC tax or other relevant authorities in accordance with applicable PRC laws, rules and regulations, such amount will be returned by Rabobank to the Sub-Fund on the date falling on the fifth year after the issue date of the relevant P-Notes.

The NAV of the Sub-Fund will therefore increase. However, in the event that the Sub-Fund is no longer in existence on such date, the amount withheld will be returned to the relevant QFII holders and not to the Sub-Fund and investors will not have any claim on such amount.

In the event any capital gains tax is levied by the taxing authority of the PRC on or after the date falling on the fifth year after the issue date of the relevant P-Notes, such amount will be borne by the relevant QFII holders. The NAV of the Sub-Fund will therefore not be affected as a result.

Insolvency filing

Under the terms and conditions of the P-Notes, if an insolvency filing is instituted against the issuer of any of the securities comprising the Composite Portfolio, the P-Notes may be subject to adjustment or the P-Notes may be redeemed early. The Sub-Fund may suffer a substantial loss on its investment in the P-Notes if that is the case.

Regulatory change event

If any regulatory change event occurs and such event imposes, modifies, applies or eliminates any tax, reserve, special deposit, insurance assessment or any other requirement in respect of assets or deposits of Rabobank in respect of any of its hedges and/or affects in any other way the cost to Rabobank of maintaining its hedges, the P-Notes may be subject to adjustment or the P-Notes may be redeemed early. The Sub-Fund may suffer a substantial loss on its investment in the P-Notes if that is the case.

Adjustments to the value of the P-Notes

Investors should note that under the terms and conditions of the P-Notes, the calculation agent of the P-Notes may in its sole and absolute discretion make one or more adjustments to the value of the P-Notes to account for actual or potential losses, costs, expenses, charges, taxes or duties (including stamp duties or other similar taxes or duties) of whatever nature arising out of administrative or operational activities relating to the Sub-Fund and the P-Notes incurred or suffered or that may be incurred or suffered by Rabobank as the issuer of the P-Notes and/or its related entities. Any such adjustment may adversely affect the value of the P-Notes and may cause the value of the P-Notes to fall significantly. In a worst case scenario, the value of the P-Notes could fall to zero. The Sub-Fund will suffer a loss in its investment in the P-Notes if the P-Notes fall in value.

Costs and expenses will be deducted from the redemption value of the P-Notes

The final redemption amount of the P-Notes will be determined based on the SGD equivalent of the fair market value of the underlying basket of A-Shares and taking into account accrued but unpaid dividends (after deduction of applicable costs, expenses, charges, taxes and duties). Such amount will then be subject to the following adjustments and deductions determined by the calculation agent of the P-Notes in its sole and absolute discretion:

- (i) as mentioned in the sub-heading “Adjustments to the value of the P-Notes” above, adjustments in the value of the P-Notes to take into account actual or potential losses, costs, expenses, charges, taxes or duties suffered or incurred or that may be suffered or incurred by Rabobank as issuer of the P-Notes and/or its related entities arising out of the administrative or operational activities relating to the Sub-Fund and the P-Notes;
- (ii) the fair market value of the underlying basket of A-Shares will take into account all relevant information determined by the calculation agent, including any hedge positions by a party which directly or indirectly relates to the hedging of Rabobank’s risk (as issuer) of entering into and performing its obligations in respect of the P-Notes, as well as the unwinding of such positions; and
- (iii) deduction of transactions costs which comprise (a) (i) total commissions that Rabobank (as issuer) or its related entities (or, in the case of the Tranche A P-Notes, UOBAM as Swap Counterparty) would ordinarily charge its clients, and (ii) actual or potential costs, expenses, charges, taxes or duties suffered or incurred, or may be suffered or incurred, by them (including for example due to any changes in the Composite Portfolio), in each case, for effecting transactions that directly or indirectly relate to the hedging of Rabobank’s risk (as issuer) of entering into and performing its obligations with respect to the P-Notes and (b) the provisional capital gains tax amount referred to in “Capital gains tax” above.

If the P-Notes are redeemed early for any reason, the redemption amount of the P-Notes will be based on the fair market value of the P-Notes determined by the calculation agent of the P-Notes in good faith, taking into account all relevant information including accrued but unpaid dividends, the provisional capital gains tax amount and early redemption unwind costs (being all costs, expenses (including loss of funding), tax and duties incurred by Rabobank (as issuer) in connection with the early redemption of the P-Notes, and related termination, settlement or re-establishment of any hedge or related trading positions).

In the case of P-Notes that are limited recourse obligations such as the Tranche A P-Notes, the redemption amounts payable on such P-Notes will be subject to the limited recourse provisions under its terms and conditions. Please refer to the sub-heading “Limited recourse” below.

3. Risks related to the structure of the P-Notes being notes linked to the Composite Portfolio

Potential loss of investment in P-Notes.

The final redemption amount per P-Note may be less than the initial investment amount and the Sub-Fund is exposed to the full loss of its investment in the P-Notes..

No fixed interest or other fixed interim distributions will be payable under the P-Notes

Prospective investors should note that no fixed interest or other fixed interim distributions will be paid on the P-Notes. Rabobank will however make semi-annual payments under the P-Notes of amounts that reflect any cash dividends paid in respect of the constituent securities comprising the Composite Portfolio to a holder of securities constituting the Composite Portfolio less all applicable charges, taxes, costs and expenses in accordance with the terms and conditions of the P-Notes. In the event that there are no cash dividends paid in respect of the constituent securities comprising the Composite Portfolio during a relevant semi-annual period, Rabobank will not make any payment for that semi-annual period. The Sub-Fund, in the context of its own financial position, must therefore be capable of holding the P-Notes to maturity with no income stream in the form of fixed interest or other fixed interim distributions.

As there may be no interim payments to the Sub-Fund, any increase in the value of the Composite Portfolio may not be crystallised until the P-Notes are redeemed and the P-Notes may fall in value at any time prior to redemption.

The return on the P-Notes will be linked to the Composite Portfolio which is comprised of an underlying basket of A-Shares held by the relevant QFII and designed to track as closely as possible, before fees, costs and expenses (including any taxes and withholding taxes), the performance of the China A50 Index. Potential investors should be aware that:

- (i) the market price of the P-Notes may be volatile;
- (ii) the value of the P-Notes may be adversely affected by adjustments made by the calculation agent of the P-Notes to account for actual or potential losses, costs, expenses, charges, taxes or duties (including stamp duties or other similar taxes or duties) of whatever nature arising out of administrative or operational activities relating to the Sub-Fund and the P-Notes incurred or suffered or that may be incurred or suffered by Rabobank as the issuer of the P-Notes and/or its related entities;
- (iii) the redemption value of the P-Notes will be subject to the deduction of fees, costs, expenses and other charges including the maintenance and unwinding of hedge positions);
- (iv) Rabobank will deduct a provisional capital gains tax amount to be conclusively determined by the calculation agent of the P-Notes in accordance with the terms and conditions of the P-Notes in SGD equal to 10% of the aggregate of any realised or unrealised gains on each security constituting the Composite Portfolio per transaction directly or indirectly related to the hedging of the P-Notes from the redemption amount on maturity or early redemption of the P-Notes and withhold such amount to account for any potential capital gains tax paid or payable in the PRC;
- (v) the Sub-Fund will receive no fixed interest or other fixed interim distributions and may receive no interim payments at all;
- (vi) any cash dividends paid in respect of the constituent securities comprising the Composite Portfolio to a holder of securities constituting the Composite Portfolio will only be paid under the P-Notes semi-annually and after deduction of all applicable charges, taxes, costs and expenses in accordance with the terms and conditions of the P-Notes;
- (vii) payment of any redemption amount or other amounts may occur at a different time or in a different currency than expected;
- (viii) the value of the Composite Portfolio may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or indices;
- (ix) if the linkage with the Composite Portfolio is applied to the P-Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the value of the Composite Portfolio on the redemption amount under the P-Notes will likely be magnified;
- (x) the timing of changes in the value of the Composite Portfolio may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the value of the Composite Portfolio, the greater the effect on yield; and
- (xi) the Sub-Fund may lose part, a substantial portion or all of the principal invested in the P-Notes.

Changes to the China A50 Index

If there are changes to the China A50 Index, the Managers will make adjustments to the Composite Portfolio to which the P-Notes are linked in order to track as closely as possible the performance of the China A50 Index. Such adjustments may be made later than the changes to the China A50 Index, and may adversely affect the Sub-Fund's investment returns on the P-Notes. There may be a gap between the day when the sponsor changes the China A50 Index and the effective date for the adjustments in the relevant Composite Portfolio. Therefore, the value of the relevant Composite Portfolio may be lower than what would be the case if the relevant Composite Portfolio is adjusted at the same time as the change to the China A50 Index by its sponsor. This is known as a "tracking error".

The Sub-Fund has no rights with respect to the constituent securities comprising the Composite Portfolio

The Sub-Fund has no rights with respect to the constituent securities comprising the Composite Portfolio including, without limitation, the right to receive dividends or other distributions. A P-Note will not represent a claim against any of the constituent securities comprising the Composite Portfolio. The Sub-Fund will not have recourse under a P-Note to any of the constituent securities comprising the Composite Portfolio. An investment in the P-Notes may entail significant risks not associated with investments in conventional debt securities, including but not limited to the risks set out in this section. The amount paid by Rabobank on redemption of the P-Notes may be less than the principal amount of the P-Notes and may in certain circumstances be zero.

Neither Rabobank or any of its affiliates has performed or will perform any investigation or review of the Managers in constructing the Composite Portfolio for the purpose of forming a view as to the merit or suitability of an investment linked to the Composite Portfolio and they make no guarantee or express or implied warranty in respect of the Composite Portfolio or the Managers in constructing the Composite Portfolio or any other entity. Accordingly, investors should not conclude that the issue by Rabobank of the P-Notes is any form of investment recommendation or advice by Rabobank or any of its affiliates.

Limited recourse

The Tranche A P-Notes will be unsecured limited recourse obligations of Rabobank and will not be obligations or responsibilities of, or guaranteed by, any other person or entity. However, pursuant to a security assignment entered into between Rabobank Hong Kong as assignor, the Trustee as assignee and UOBAM as the Swap Counterparty, all rights of Rabobank Hong Kong under the Swap Agreement have been assigned by way of security to the Trustee as trustee for the Sub-Fund and hence, the Tranche A P-Notes held by the Sub-Fund will be secured on the Swap Agreement. The Trustee shall have no recourse to Rabobank beyond the moneys derived by or on behalf of Rabobank Hong Kong in respect of the Swap Agreement. Any cost incurred for unwinding the swap under the Swap Agreement shall be borne by the Sub-Fund.

Further, the Trustee will not be entitled to petition or take any other step for the winding up of Rabobank in connection with the Tranche A P-Notes.

No person other than Rabobank will be obliged to make payments on the P-Notes. The amount payable under the P-Notes will be calculated in accordance with the terms of the P-Notes and the Sub-Fund may lose part or the whole of its investment in the P-Notes.

Reliance on creditworthiness of other parties

The obligations of Rabobank to make payments under the Tranche A P-Notes will depend on the receipt by Rabobank Hong Kong of payments under the Swap Agreement. Consequently, the Sub-Fund is exposed to the ability of the Swap Counterparty to perform its obligations under the Swap Agreement.

As all payment obligations of Rabobank with respect to the Tranche A P-Notes are limited to the amounts received by Rabobank Hong Kong from the Swap Agreement, the Sub-Fund is also making an investment decision with respect to the creditworthiness of the Swap Counterparty.

The creditworthiness of the Swap Counterparty, if any, is subject to specific risks concerning the Swap Counterparty and their business and the banking and finance sector as a whole.

Early redemption of the Tranche A P-Notes following termination of the Swap Agreement

If the Swap Agreement is terminated prior to its stated date of maturity for whatever reason or, among others, if there is a payment default by the Swap Counterparty or any tax event, repudiation, change in law relating to securities constituting the China A50 Index, hedging disruption or increased cost of hedging in respect of hedge positions relating to the Swap Agreement, a delisting, nationalization and insolvency event occurs in respect of any of the securities constituting the China A50 Index, an insolvency filing is instituted against the issuer of any securities comprising the Composite Portfolio or there is a currency disruption event affecting the Swap Counterparty, Rabobank may redeem the Tranche A P-Notes early or, in respect of a currency disruption event, the payments of the P-Notes may be postponed.

Early Termination of the Swap Agreement

The Swap Agreement may be terminated upon the occurrence of certain events (including upon the Tranche A P-Notes becoming due and payable or upon any redemption in full or termination of the Tranche A P-Notes).

The applicable termination amount to be paid by either party of the Swap Agreement will be based on the market value of the Swap Agreement less any termination costs. If the Swap Agreement is terminated, either party may be liable to make a termination payment to the other party in an amount determined in accordance with the provisions of the Swap Agreement and there is no assurance that such termination payment will be sufficient to repay any redemption amount due to be paid in respect of the Tranche A P-Notes and any other amounts in respect thereof that are due.

Use of estimates

Potential investors should understand that for certain determinations, the calculation agent, Rabobank or Rabobank Hong Kong may be required to rely on (a) values that at the time they are required are only estimated values, and (b) information provided by third parties, the accuracy of which neither Rabobank, Rabobank Hong Kong nor the calculation agent has any control, and as such, they may rely on this information without any obligation to verify or otherwise corroborate it.

Changing value

The value of the P-Notes may move up or down between the issue date and the maturity date of the P-Notes and the Sub-Fund may sustain a total loss on its investment in the P-Notes. Factors that may influence the value of the P-Notes include without limitation: the value of the Composite Portfolio; the creditworthiness of Rabobank, the creditworthiness of the Swap Counterparty (in the case of the Tranche A P-Notes); and those economic, financial, political and regulatory events that affect financial markets generally (including, for example, interest, foreign exchange and yield rates in the market).

Unwinding of hedges

The unwinding of hedges relating to the P-Notes could itself affect the market value of the constituent securities comprising the Composite Portfolio. For example, the Swap Counterparty may directly or through its affiliates enter into hedges in order to enable it to meet its obligations to Rabobank Hong Kong under the Swap Agreement. These transactions would typically involve the purchase and/or sale of the constituent securities comprising the Composite Portfolio (or financial instruments linked to these securities). The liquidation or adjustment of these hedges could itself affect the market value of the constituent securities comprising the Composite Portfolio, particularly if there is otherwise low trading volume in the securities at the relevant time. It is possible that this activity could cause the market value of the constituent securities comprising the Composite Portfolio to fall, which leads to a lower value for the Composite Portfolio, and hence, value for the P-Notes.

4. Risks related to the potential conflicts of interest

Potential conflicts of interest in relation to hedging

In the ordinary course of its business, including without limitation in connection with the market-making activities of Rabobank Hong Kong, Rabobank as the issuer of the P-Notes and/or any of its affiliates may effect transactions for its own account or for the account of its customers and hold long or short positions in the constituent securities comprising the Composite Portfolio or related derivatives. In addition, in connection with the offering of the P-Notes, Rabobank and/or any of its affiliates may enter into one or more hedging transactions with respect to the constituent securities comprising the Composite Portfolio or related derivatives. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by Rabobank and/or any of its affiliates, Rabobank and/or any of its affiliates may enter into transactions in the constituent securities comprising the Composite Portfolio or related derivatives which may affect the market price, liquidity or value of the P-Notes and which could be adverse to the interests of the relevant noteholders (including the Sub-Fund).

Other potential conflicts of interest

Where Rabobank as the issuer of the P-Notes also acts as calculation agent, potential conflicts of interest may exist between the calculation agent and noteholders (including the Sub-Fund), including with respect to certain determinations, adjustments, calculations and judgments that the calculation agent may make in its sole and absolute discretion pursuant to the P-Notes that may influence the amount receivable or specified assets deliverable on redemption of the P-Notes. Whilst the calculation agent must act in good faith, reasonably and on an arms' length basis, the determinations, adjustments, calculations and judgments made by it may have an adverse effect on the value and/or the amounts payable under the P-Notes. Any such discretion exercised by, or any calculation made by, the calculation agent (in the absence of manifest error) will be final and binding on all holders of the P-Notes. The calculation agent for the P-Notes owes no duty to act in the interest of the holders of the P-Notes.

Rabobank as the issuer of the P-Notes and any dealer(s) may, at the date hereof or at any time hereafter, be in possession of information in relation to one or more constituent securities comprising the Composite Portfolio that is or may be material in the context of the P-Notes and may or may not be publicly available to noteholders (including the Sub-Fund). There is no obligation on the Rabobank or any dealer(s) to disclose to noteholders (including the Sub-Fund) any such information.

Rabobank as the issuer and/or any of its affiliates may have existing or future business relationships with an issuer or issuers of one or more constituent securities comprising the Composite Portfolio (including, but not limited to, lending, depository, risk management, advisory and banking relationships), and will pursue actions and take steps that they or it deems necessary or appropriate to protect their and/or its interests arising therefrom without regard to the consequences for a noteholder (including the Sub-Fund).

Transferability of the P-Notes

The P-Notes held by the Sub-fund are not transferable to third-parties and there will be no trading market for the P-Notes. Under normal market conditions, upon the Sub-Fund's request, Rabobank as the issuer of the P-Notes or its related entity will re-purchase the P-Notes before the maturity date at prevailing market prices as determined solely by Rabobank or its related entity taking into account all relevant factors. Such price may be less and could be substantially less than the invested amount by the Sub-Fund. In a worst case scenario, the price could be as low as zero.

