

INFORMATION MEMORANDUM IN RESPECT OF THE **KENANGA** **GROWTH FUND** **SERIES 3**

THIS INFORMATION MEMORANDUM IS DATED 7 JANUARY 2026.
DATE OF CONSTITUTION OF THE FUND: 12 NOVEMBER 2025.

MANAGER

Kenanga Investors Berhad

Registration No.: 199501024358 (353563-P)

TRUSTEE

Pacific Trustees Berhad

Registration No.: 199401031319 (317001-A)

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS INFORMATION MEMORANDUM. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER BEFORE SUBSCRIBING TO UNITS OF THE KENANGA GROWTH FUND SERIES 3.

kenanga

Kenanga Investors

TABLE OF CONTENTS

RESPONSIBILITY STATEMENT, STATEMENTS OF DISCLAIMER, ADDITIONAL STATEMENTS	i
DEFINITIONS	ii
CHAPTER 1: ABOUT KENANGA GROWTH FUND SERIES 3	1
CHAPTER 2: RISK FACTORS	4
2.1 General Risks of Investing in the Fund	4
2.2 Specific Risks related to the Fund	4
2.3 Risk Management	7
CHAPTER 3: FEES, CHARGES AND EXPENSES	8
3.1 Charges	8
3.2 Fees and Expenses	8
3.2.1 Management Fee	8
3.2.2 Trustee Fee	8
3.2.3 Performance Fee	8
3.2.4 Other Expenses	12
3.3 Reduction or Waiver of Fees	12
CHAPTER 4: TRANSACTION INFORMATION	13
4.1 Valuation Point of the Fund	13
4.2 Valuation of Assets of the Fund	13
4.3 Pricing Policy	14
4.4 Computation of NAV and NAV per Unit	15
4.5 Computation of the Selling Price	15
4.6 Computation of the Redemption Proceeds	16
4.7 Minimum Initial Investment, Minimum Additional Investment, Minimum Redemption Amount and Minimum Holding	16
4.8 Subscription of Units	16
4.9 Redemption of Units	17
4.10 Switching of Units	17
4.11 Transfer of Units	17
4.12 Distribution Policy	17
CHAPTER 5: MANAGER	18
5.1 The Manager	18
5.2 Functions of the Manager	18
5.3 Investment Management Team	18

CHAPTER 6: TRUSTEE	19
6.1 Corporate Profile of the Trustee	19
6.2 Roles, Duties and Responsibilities of the Trustee	19
6.3 Litigation and Arbitration	19
6.4 Trustee's Declaration	20
6.5 Trustee's Delegate	20
 CHAPTER 7: SALIENT TERMS OF THE DEED	 21
7.1 Unit Holders' Rights and Liabilities	21
7.2 Termination of the Fund	21
7.3 Power to Call for a Meeting	21
 CHAPTER 8: OTHER INFORMATION	 23
8.1 Unclaimed Moneys	23
8.2 Reports	23
8.3 Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001	23
8.4 No Guarantee	24
8.5 Enquiries	24
8.6 Disputes	24

RESPONSIBILITY STATEMENT

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

STATEMENTS OF DISCLAIMER

The Securities Commission Malaysia has not authorised or recognised the Kenanga Growth Fund Series 3 and a copy of this Information Memorandum has not been registered with the Securities Commission Malaysia.

The lodgement of this Information Memorandum should not be taken to indicate that the Securities Commission Malaysia recommends the Kenanga Growth Fund Series 3 or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in this Information Memorandum.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of Kenanga Investors Berhad who is responsible for the Kenanga Growth Fund Series 3 and takes no responsibility for the contents in this Information Memorandum. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this Information Memorandum, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

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

ADDITIONAL STATEMENTS

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

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

INVESTORS SHOULD BE AWARE THAT THE CAPITAL OF THE FUND WILL BE ERODED WHEN THE FUND DECLARES DISTRIBUTION OUT OF CAPITAL AS THE DISTRIBUTION IS ACHIEVED BY FORGOING THE POTENTIAL FOR FUTURE CAPITAL GROWTH AND THIS CYCLE MAY CONTINUE UNTIL ALL CAPITAL IS DEPLETED.

DEFINITIONS

BNM	:	Bank Negara Malaysia
Bursa Malaysia	:	The stock exchange managed and operated by Bursa Malaysia Securities Berhad and includes any changes to the name or the operator of the Malaysian stock exchange
Business Day	:	A day (excluding Saturdays, Sundays and public holidays in Malaysia) on which banks in Kuala Lumpur are open for business and a day on which Bursa Malaysia is open for trading
CIS	:	Collective investment schemes
Class(es)	:	Any class of Units representing similar interest in the assets of the Fund although a class of Units of the Fund may have different features from another class of Units of the same Fund
CMSA	:	Capital Markets and Services Act 2007 as may be amended from time to time
Deed	:	The deed entered into between the Manager and the Trustee dated 12 November 2025 in respect of the Fund, including any supplemental deeds thereto
deposits	:	Has the same meaning as defined in the Financial Services Act 2013
Eligible Market	:	An exchange, government securities market or an OTC market: (a) that is regulated by a regulatory authority of that jurisdiction; (b) that is open to the public or to a substantial number of market participants; and (c) on which financial instruments are regularly traded
financial institution	:	(a) If the institution is in Malaysia: (i) licensed bank; (ii) licensed investment bank; or (iii) licensed Islamic bank; or (b) If the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services
Fund	:	Kenanga Growth Fund Series 3
Guidelines	:	Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC as may be amended from time to time and any other relevant guidelines issued by the SC
High Water Mark or HWM	:	At launch, the HWM will be the initial offer price. Thereafter, the HWM will be the NAV per Unit on the last Business Day of the previous Performance Period in respect of which a performance fee is paid or the HWM of the previous Performance Period, whichever is higher

Hurdle Value	:	The minimum value that the Fund must achieve before the Manager is entitled to charge a performance fee. The Hurdle Value is the HWM plus 8% determined at the beginning of each Performance Period
Information Memorandum	:	This information memorandum of the Fund
LPD	:	31 October 2025, being the latest practicable date for all information in this Information Memorandum
Manager or KIB	:	Kenanga Investors Berhad (Registration No.: 199501024358 (353563-P))
medium to long term	:	A period of three (3) to five (5) years
NAV per Unit	:	The NAV attributable to a Class divided by the number of Units in circulation for that Class at the same valuation point
Net Asset Value or NAV	:	The value of all the Fund's assets less the value of all the Fund's liabilities at the valuation point. Where the Fund has more than one Class, there will be a NAV of the Fund attributable to each Class
Performance Period	:	A period of twelve (12) months from 1 October to 30 September every year coinciding with the start and the end of the Fund's financial year. However, the Fund's first Performance Period may be more or less than twelve (12) months, depending on when the Fund is launched
RM or MYR	:	Ringgit Malaysia, the lawful currency of Malaysia
SC	:	Securities Commission Malaysia
Sophisticated Investor	:	(a) Any person who is determined to be a sophisticated investor under the Guidelines on Categories of Sophisticated Investors issued by the SC; (b) Any person who acquires any capital market product specified under the Guidelines where the consideration is not less than RM250,000 or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise; or (c) Any other category of investors as may be permitted by the SC from time to time
Special Resolution	:	A resolution passed at a meeting of Unit Holders of the Fund or a Class, as the case may be, duly convened in accordance with the Deed and carried by a majority of not less than three-fourths (3/4) of the Unit Holders of the Fund or a Class, as the case may be, present and voting at the meeting in person or by proxy.

For the avoidance of doubt, *"three-fourths (3/4) of the Unit Holders of the Fund or a Class, as the case may be, present and voting at the meeting in person or by proxy"* means three-fourths (3/4) of the votes cast by the Unit Holders of the Fund or a Class, as the case may be, present and voting at the meeting in person or by proxy.

For the purposes of terminating the Fund or a Class, as the case may be, "*Special Resolution*" means a resolution passed at a meeting of Unit Holders of the Fund or a Class, as the case may be, duly convened in accordance with the Deed by a majority in number representing at least three-fourths (3/4) of the value of the Units held by the Unit Holders of the Fund or a Class, as the case may be, present and voting at the meeting in person or by proxy

Trustee	:	Pacific Trustees Berhad (Registration No.: 199401031319 (317001-A))
Unit	:	An undivided share in the beneficial interest and/or right in the Fund and a measurement of the interest and/or right of a Unit Holder in the Fund and means a unit issued for each Class, including a fraction of a Unit
Unit Holder	:	A Sophisticated Investor for the time being registered as the holder of Units in the Fund, including a jointholder. In relation to the Fund, means all the unit holders of every Class in the Fund
U.S.	:	United States of America
U.S. Persons	:	Any person falling within the definition of the term "U.S. Person" under Regulation S promulgated under the U.S. Securities Act 1933, as amended from time to time

In this Information Memorandum, unless otherwise stated, monetary amounts are expressed exclusive of government and statutory taxes (if any).

All references to "we", "us" and "our" in this Information Memorandum mean KIB, the manager of the Fund.

Words denoting the singular shall, where applicable, include the plural and *vice versa*, and words denoting the masculine gender shall, where applicable, include the feminine and/or neuter genders and *vice versa*.

Any reference to any legislation or guideline in this Information Memorandum is a reference to that legislation or guideline as for that time being amended or re-enacted.

The remainder of this page has been intentionally left blank

CHAPTER 1: ABOUT KENANGA GROWTH FUND SERIES 3

Fund Category	: Equity
Fund Type	: Growth
Base Currency	: MYR
Benchmark	: Absolute return of 8% per annum in MYR.
Initial Offer Price	: RM1.0000
Initial Offer Period	: Twenty-one (21) days from the date of this Information Memorandum. Note: We may shorten the initial offer period if we determine that it is in the investors' best interest for the Fund to commence investments.
Commencement Date	: Within seven (7) Business Days after the end of the initial offer period.
Distribution Policy	: Distribution of income is incidental. The Fund may distribute from realised income, realised capital gains, and/or capital (i.e. unrealised income and/or unrealised capital gains). In the event there is insufficient income available for distribution, the Fund may distribute out of capital after taking into consideration the performance of the Fund. Any declaration and payment of distribution will have the effect of lowering the NAV of the Fund. <i>Please refer to Section 4.12 for further details on the distribution policy of the Fund.</i>
Financial Year End	: 30 September <i>For the avoidance of doubt, the first financial period shall commence on the date of this Information Memorandum and shall not be for a period of more than eighteen (18) months.</i>

Investment Objective

The Fund seeks to provide capital growth over the medium to long term.

Any material change to the Fund's investment objective would require the approval of Unit Holders.

Investment Policy and Strategy

The Fund will invest 50% to 100% of the Fund's NAV in equities and equity-related securities across local and global markets. The Fund's remaining NAV will be invested in unlisted securities, fixed income securities, financial derivative instruments, structured products and/or structured notes, and liquid assets. At any one time, the Fund may also comprise of all asset classes.

The Fund will be managed on an active investment strategy that will depend on the market conditions and the market outlook, combining a top-down asset and sector allocation process with a bottom-up stock selection process. The asset allocation decision will be made after the Manager reviews the macroeconomic trends in the global economies. In particular, the Manager will analyse the direction

of gross domestic product growth, interest rates, inflation, currencies, and government policies. The Manager will then assess their impact on corporate earnings and determine if there are any predictable trends, which form the basis for sector selection.

The Fund's asset allocation is actively managed to commensurate with the expected risk/reward ratio of the market.

The Fund may participate in financial derivative instruments for both investment and hedging purposes, which include but are not limited to forwards, futures, swaps, and options.

The Fund may invest into structured products and/or structured notes such as, but not limited to, equity-linked notes and credit-linked notes. Investment into these structured products and/or structured notes will provide the Fund with exposure to the reference asset. Each of these structured products and/or structured notes has its own targeted maturity and will expose the Fund to the price fluctuations of, in the case of equity-linked notes, the equity that the equity-linked note is linked to. As a result, any fluctuations in the price of the structured product and/or structured note may also lead to fluctuations in the NAV of the Fund.

The Fund may also invest in CIS including exchange-traded funds and real estate investment trusts.

During adverse market conditions, or where the Manager otherwise deems necessary to safeguard Unit Holders' interest, the Manager may take a temporary defensive position which may be inconsistent with the Fund's investment strategy by reducing its investment and increasing the liquidity level of the Fund.

Asset Allocation

- 50% - 100% of the Fund's NAV in equities and equity-related securities;
- 0% - 50% of the Fund's NAV in unlisted securities;
- 0% - 50% of the Fund's NAV in CIS;
- 0% - 50% of the Fund's NAV in fixed income securities;
- 0% - 50% of the Fund's NAV in financial derivative instruments;
- 0% - 50% of the Fund's NAV in structured products and/or structured notes; and
- 0% - 50% of the Fund's NAV in liquid assets.

Permitted Investments

Unless otherwise prohibited by the relevant authorities or any relevant law and provided always that there is no inconsistency with the Fund's investment objective, the Fund may invest in the following:

- equities and equity-related securities;
- unlisted securities including securities not listed and quoted on a stock exchange but have been approved by the relevant regulatory authority for such listing and quotation, and are offered directly to the Fund by the issuer;
- units and/or shares in CIS;
- fixed income securities;
- financial derivative instruments;
- structured products and/or structured notes;
- money market instruments; and
- deposits with financial institutions.

Investment Restrictions and Limits

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

Investors' Profile

The Fund is suitable for Sophisticated Investors who:

- have a high risk tolerance;
- have a medium to long term investment horizon; and
- are looking to achieve high returns through investments in multi-assets.

Sophisticated Investors are advised to read this Information Memorandum and obtain professional advice before subscribing to the Units of the Fund.

Sophisticated Investors should also be aware that the Manager may from time to time introduce additional Class(es) to the Fund by way of a replacement or supplementary information memorandum. A notification will be sent to all Unit Holders prior to the launch of the additional Class(es). Unit Holders' approval is not required if the launch of additional Class(es) does not prejudice the interests of the existing Unit Holders.

The remainder of this page has been intentionally left blank

CHAPTER 2: RISK FACTORS

2.1 General Risks of Investing in the Fund

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

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

Management Risk – This risk refers to the day-to-day management of the Fund by the Manager which will impact the performance of the Fund. For example, investment decisions undertaken by the Manager, as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the Deed, relevant laws or guidelines due to factors such as human error or weaknesses in operational process and systems, may adversely affect the performance of the Fund.

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

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

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

Loan Financing Risk – This risk occurs when investors take financing to finance their investment. The inherent risk of investing with financed money includes investors being unable to service the financing. In the event Units are used as collateral, an investor may be required to top-up the investors' existing instalment if the prices of Units fall below a certain level due to market conditions. Failing which, the Units may be sold at a lower NAV per Unit as compared to the NAV per Unit at the point of purchase towards settling the financing.

No Guarantee of a Return on Investment – There is no guarantee on the investment returns to Unit Holders nor any assurance that the investment objective of the Fund will be achieved, as the investments of the Fund are subject to market fluctuations and its inherent risks.

2.2 Specific Risks related to the Fund

The specific risks affecting investments of the Fund include but are not limited to:

Liquidity Risk – Liquidity risk refers to the ease of liquidating an asset depending on the asset's volume traded in the market. If the Fund holds assets that are illiquid, or are difficult to dispose of, the value of the Fund and consequently the value of unit holders' investments in the Fund will be negatively affected when it has to sell such assets at unfavourable prices.

Equity and Equity-related Securities Risk - As the investments of the Fund will be in equities and equity-related securities, the Fund will be affected by equity risk. Generally, equity risk may arise in the following forms, i.e., equity risks related to external factors and equity risks related to company-specific factors. All of these related equity risks can adversely affect the prices of equities, which would negatively impact the performance of the Fund.

Equity risks related to external factors include economic, political or general market factors which impact equities generally. For example, adverse political developments may cause the economy of the country in which the Fund invests in to become unstable, which in turn affects the profitability of a company that operates in that country due to weakening of the economy.

Equity risks related to company-specific factors include how the companies in which the Fund invests are managed; the performance of any given company depends on the quality of its management. A company that has a competent management with the necessary experience and skill sets will contribute to the effectiveness of the operations of the company as indicated by such metrics as revenue growth and profitability. Company specific factors also include how the company is doing relative to its competitors or other companies in its industry or related industries.

These types of equity risks can work individually or in combination to negatively affect the value of equities and equity-related securities held by the Fund.

Currency Risk – Also known as currency exchange risk, this risk arises from the change in price of one currency in relation to another. As such, there could be a potential risk of loss from fluctuating foreign exchange rates as long as there is a conversion from one currency to another currency. As the Fund's investments may be denominated in currencies other than MYR, the base currency of the Fund, it will be exposed to currency risk. As such, investors should note that any gains or losses arising from the fluctuation in the relevant exchange rates may further increase or decrease the returns of the investment.

The Fund will be exposed to non-MYR denominated assets and liabilities. These non-MYR denominated exposures are subject to the exchange rate fluctuations against the base currency of the Fund, i.e. MYR.

Country Risk – The Fund's investments in any country may be affected by changes in the economic and political climate, restriction on currency repatriation or other developments in the law or regulations of the country in which the Fund invests in. For example, the deteriorating economic condition of a country may adversely affect the value of the investments of the Fund in the affected country. This in turn may cause the NAV of the Fund to fall.

Financial Derivative Instruments Risk – The Fund may use financial derivative instruments for investment and hedging purposes. The Manager will only enter into transactions such as forwards, futures, swaps, and options where the counterparty is a financial institution with high quality long term credit rating provided by any domestic or global rating agency.

The use of financial derivative instruments involves counterparty risk arising from the counterparty's default or a decline in the counterparty's credit rating, which may have an adverse impact on the Fund's NAV. If the counterparty's rating falls below the minimum required or it ceases to be rated, the Manager will liquidate its position according to the regulatory requirements, unless the Trustee considers it to be in the Unit Holders' best interest to do otherwise.

Settlement Risk - As the Fund may invest in different countries, the securities markets of certain countries may lack efficiency and regulatory controls. The investments of the Fund in certain countries may be adversely affected by delays in, or refusal to grant relevant approvals for the repatriation of fund which may result in delay in realising investments made by the Fund.

Warrant and Convertible Loan Stock Risk - The Fund may also invest in equity-related securities such as warrants and convertible loan stocks which are capable of being converted into new shares of the company which issued such equity-related securities. The price of warrants and convertible loan stocks are typically linked to the underlying stock. However, the price and performance of such warrants will generally fluctuate more than the underlying stocks because of the greater volatility of the warrants market. Generally, as the warrants have a limited life, they will depreciate in value as they approach their maturity date, assuming that all other factors remain unchanged. Warrants that are not exercised at maturity will become worthless and negatively affect the NAV of the Fund. Convertible loan stocks must be converted to the underlying stock at a predetermined conversion ratio and conversion rate, and in the event the total costs of converting into underlying stock is higher than the market price of that underlying stock, it will negatively affect the NAV of the Fund.

Credit and Default Risk - Credit risk relates to the creditworthiness of the issuers of the fixed income securities or money market instruments (hereinafter referred to as "investment") and their expected ability to make timely payment of interest. Any adverse situations faced by the issuer may impact the value as well as liquidity of the investment. In the case of rated investment, this may lead to a credit downgrade. Default risk relates to the risk that an issuer of the investment either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the investment. This could adversely affect the value of the Fund.

Interest Rate Risk - Interest rate risk refers to the impact of interest rate changes on the valuation of fixed income securities or money market instruments (hereinafter referred as "investment") portfolio. When interest rates rise, the investment prices will generally decline and this may lower the market value of the investment portfolio. The reverse may apply when interest rates fall. The risk will be mitigated via the management of the duration structure of the investment.

Reinvestment Risk - The Fund's investments in structured products are subject to reinvestment risk. If the issuer of the structured products redeemed the structured products prior to its maturity, the Fund may not be able to reinvest the proceeds from the structured products in other investments with similar risk and return characteristics. The reinvestment risk may also arise when the issuer of the fixed income securities decides to exercise its right to pay the principal on an obligation earlier than the expected maturity date of the fixed income securities, especially during times of declining interest rates. Consequently, the Fund may experience lower returns due to it having to reinvest the repaid principal in lower yielding securities.

Counterparty Risk - Counterparty risk occurs when a financial institution that has entered into a securities' trade defaults on its obligations under the agreement. The Fund may encounter Unit price volatility due to this risk arising.

Suspension of Redemption Risk - The redemption of Units may be suspended under exceptional circumstances, where the fair value of a material portion of the Fund's assets cannot be reasonably determined. Upon suspension, the Fund will not be able to pay Unit Holders' redemption proceeds in a timely manner and Unit Holders will be compelled to remain invested in the Fund for a longer period of time than the stipulated redemption timeline. Hence, Unit Holder's investments will continue to be subjected to the risk factors inherent to the Fund.

Performance Fee Risk - Performance fee may be payable by the Fund to the Manager if the criteria to charge performance fee to the Fund are met. Such fees may incentivise the Manager to take on excessive risk which may result in adverse outcome for the investors or Unit Holders.

Distribution Out of Capital Risk - The Fund may distribute income out of its capital. The declaration and payment of distribution may have the effect of lowering the NAV of the Fund. In addition, distribution out of the Fund's capital may reduce the Fund's capital available for future investment and the Fund's potential for future income generation.

Valuation Risk – The Fund will invest in unlisted securities, which are illiquid investments. There is no public market that exists and no price quotation available from the stock exchanges for such unlisted securities. It may also be difficult to obtain the prices of such unlisted securities from brokers or other third-party sources. As such, the valuation of these unlisted securities by the Manager or its third party valuation agents may result in subjective prices being applied to the calculation of the NAV of the Fund. This could also materially affect the NAV per Unit of the Fund, particularly if the judgment of the Manager or its third party valuation agents regarding the appropriate valuation or pricing of the unlisted securities prove to be incorrect.

2.3 Risk Management

The Manager mitigates risks associated with investments in the Fund through diversification across sectors and securities held. The Manager's active management approach and in-depth fundamental research incorporated into the Fund's investment process also help to mitigate investment risks.

The abovementioned risk factors should not be considered as an exhaustive list of risks. Investors should be aware that an investment in the Fund may be exposed to other risks from time to time.

You should rely on your own evaluation to assess the merits and risks of an investment. If in doubt, please consult your advisers, e.g. bankers, lawyers, stockbrokers or independent professional advisers for a better understanding of the risks.

The remainder of this page has been intentionally left blank

CHAPTER 3: FEES, CHARGES AND EXPENSES

3.1 Charges

The charges that you may **directly** incur when buying or redeeming Units are as follows:

Sales Charge	: Up to 5.50% of the NAV per Unit
Exit Charge	: Nil
Transfer Fee	: Not applicable as transfer is not allowed
Switching Fee	: Not applicable as switching is not allowed

3.2 Fees and Expenses

The fees and expenses that you may **indirectly** incur when investing in the Fund are as follows:

3.2.1 Management Fee

Up to 1.80% per annum of the Fund's NAV.

The management fee is calculated and accrued on a daily basis and payable to the Manager on a monthly basis.

3.2.2 Trustee Fee

0.05% per annum of the Fund's NAV and subject to a minimum fee of RM9,000 per annum (excluding foreign sub-custodian fees and charges).

The trustee fee is calculated and accrued on a daily basis and payable to the Trustee on a monthly basis.

3.2.3 Performance Fee

The Manager will earn a 20% performance fee on the appreciation in the NAV per Unit (before performance fee) over and above the Hurdle Value during a Performance Period. To safeguard the Unit Holders' interests, the Manager imposes a Hurdle Value, which is the High Water Mark plus 8%, which the Fund's performance has to exceed before the Manager is eligible to charge a performance fee.

The performance fee is calculated and readjusted on a daily basis. Although the calculation is on a daily basis, the performance fee is only payable to the Manager at the end of each Performance Period in the following events:

- (a) where on the last Business Day of a Performance Period, the NAV per Unit (before performance fee) is higher than the Hurdle Value; and
- (b) the Manager receives a redemption request at the time when the NAV per Unit (before performance fee) is higher than the Hurdle Value during the Performance Period; the performance fee is chargeable to the redeeming Unit Holder regardless of the Fund's performance at the end of the particular Performance Period.

Determining the HWM and Hurdle Value

At the beginning of a Performance Period, the Manager will determine the HWM. The HWM for the first Performance Period will be the initial offer price of the Fund. The HWM for the subsequent Performance Periods will be either:

- (a) the NAV per Unit on the last Business Day of the previous Performance Period in respect of which a performance fee is paid; or
- (b) the HWM of the previous Performance Period,

whichever is the higher.

Then, the Manager will determine the Hurdle Value, which is the threshold that the Fund needs to reach before a performance fee can be charged to the Fund by the Manager. The Hurdle Value is calculated by adding 8% to the HWM. The Hurdle Value for each subsequent Performance Period is reset at the beginning of the Performance Period based on the latest HWM.

Illustration 1:

Assuming there is no subscription or redemption requests during the entire Performance Period, thus Units in circulation is the same throughout the Performance Period.

Table 1:

Year	NAV per Unit at beginning of the Performance Period	NAV per Unit on the last Business Day of the Performance Period (before performance fee)	NAV per Unit on the last Business Day of the Performance Period (after performance fee)	HWM	Hurdle Value	Eligibility for performance fee (Yes / No)	HWM (Reset / Remain)
1	1.0000	1.1000	1.0960	1.0000	1.0800	Yes	-
2	1.0960	1.0900	1.0900	1.0960	1.1837	No	Reset
3	1.0900	1.1700	1.1700	1.0960	1.1837	No	Remain
4	1.1700	1.2000	1.1967	1.0960	1.1837	Yes	Remain
5	1.1967	1.3000	1.2985	1.1967	1.2924	Yes	Reset

Year 1

The HWM for year 1 is RM1.0000 and the Hurdle Value will therefore be RM1.0800 (RM1.0000 + 8%). As the NAV per Unit of the Fund on the last Business Day of the Performance Period (before performance fee) for year 1 is RM1.1000, which is **higher** than the Hurdle Value of RM1.0800, the Manager **is eligible** to charge a performance fee to the Fund.

Year 2

As the NAV per Unit of the Fund on the last Business Day of the Performance Period (after performance fee) for year 1 rises to RM1.0960 (RM1.1000 – [(RM1.1000 – RM1.0800) x 20%]), which is **higher** than the HWM of RM1.0000 for year 1, the HWM for year 2 will be **reset** to RM1.0960 and the Hurdle Value for year 2 will therefore be RM1.1837 (RM1.0960 + 8%).

However, on year 2, the NAV per Unit of the Fund on the last Business Day of the Performance Period (before performance fee) is RM1.0900, which is **lower** than the Hurdle Value of RM1.1837, the Manager is **not eligible** to charge a performance fee to the Fund.

Year 3

As the NAV per Unit of the Fund on the last Business Day of the Performance Period (before performance fee) for year 2 declines to RM1.0900, which is **lower** than the Hurdle Value of RM1.1837 for year 2 where the Manager is **not eligible** to charge a performance fee, the HWM for year 3 will **remain** as RM1.0960 and the Hurdle Value for year 3 will be RM1.1837 (RM1.0960 + 8%).

As the NAV per Unit of the Fund on the last Business Day of the Performance Period (before performance fee) for year 3 is RM1.1700, which is **lower** than the Hurdle Value of RM1.1837, the Manager is **not eligible** to charge a performance fee to the Fund.

Year 4

Although the NAV per Unit of the Fund on the last Business Day of the Performance Period (before performance fee) for year 3 rises to RM1.1700, which is higher than the HWM of RM1.0960 for year 3, the Manager is **not eligible** to charge a performance fee as it is **lower** than the Hurdle Value of RM1.1837 for year 3. Thus, the HWM for year 4 will **remain** as RM1.0960 and the Hurdle Value for year 4 will be RM1.1837 (RM1.0960 + 8%).

As the NAV per Unit of the Fund on the last Business Day of the Performance Period (before performance fee) for year 4 is RM1.2000, which is **higher** than the Hurdle Value of RM1.1837, the Manager is **eligible** to charge a performance fee to the Fund.

Year 5

As the NAV per Unit of the Fund on the last Business Day of the Performance Period (after performance fee) for year 4 rises to RM1.1967 (RM1.2000 – [(RM1.2000 – RM1.1837) x 20%]), which is **higher** than the HWM of RM1.0960 for year 4, the HWM for year 5 will be **reset** to RM1.1967 and the Hurdle Value for year 5 will therefore be RM1.2924 (RM1.1967 + 8%).

Calculation of Performance Fee

The purpose of calculating and readjusting the performance fee on a daily basis is to take into account the calculation of the NAV per Unit for subscription and redemption requests.

The performance fee is calculated using the formula below:

Performance fee = (NAV per Unit (before performance fee) - Hurdle Value) x 20% x total number of Units in circulation of the Fund

Illustration 2:

Assuming there is no subscription or redemption requests during the entire Performance Period, thus the Units in circulation of the Fund is the same throughout the Performance Period.

Table 2:

Day	Units in circulation	NAV per Unit before performance fee	NAV per Unit after performance fee	HWM	Hurdle Value	Eligibility for performance fee	Performance fee
1	1,000,000	1.0000	1.0000	1.0000	1.0800	No	-
2	1,000,000	1.0180	1.0180	1.0000	1.0800	No	-
3	1,000,000	1.0650	1.0650	1.0000	1.0800	No	-
4	1,000,000	1.0850	1.0840	1.0000	1.0800	Yes	1,000.00
5	1,000,000	1.1050	1.1000	1.0000	1.0800	Yes	5,000.00
↓							
365	1,000,000	1.1200	1.1120	1.0000	1.0800	Yes	8,000.00

Based on the figures in Table 2 above, the HWM for the Performance Period is RM1.0000 and the Hurdle Value will be RM1.0800. Lets assume that on day 4, the NAV per Unit (before performance fee) of the Fund is RM1.0850 and the Units in circulation of the Fund is 1,000,000 Units. The performance fee is then calculated as follows:

$$\begin{aligned}\text{Performance fee} &= (\text{RM1.0850} - \text{RM1.0800}) \times 20\% \times 1,000,000 \text{ Units} \\ &= \text{RM0.0050} \times 20\% \times 1,000,000 \text{ Units} \\ &= \text{RM1,000.00}\end{aligned}$$

As mentioned above, the performance fee, if any, is calculated and readjusted on a daily basis. Adjustment is done by reversing the daily accrued performance fee payable to the Manager and reset to zero. To illustrate, the accrued performance fee on day 4 of RM1,000.00 will be reversed and reset to zero on day 5.

On day 365, the NAV per Unit (before performance fee) of the Fund is RM1.1200, which is higher than the Hurdle Value of RM1.0800, the Manager is eligible to charge a performance fee of RM8,000.00 at the end of the Performance Period which is calculated as follows:

$$\begin{aligned}\text{Performance fee} &= (\text{RM1.1200} - \text{RM1.0800}) \times 20\% \times 1,000,000 \text{ Units} \\ &= \text{RM0.0400} \times 20\% \times 1,000,000 \text{ Units} \\ &= \text{RM8,000.00}\end{aligned}$$

Note: Where the difference between the NAV per Unit on the last Business Day of the Performance Period and the Hurdle Value is a negative figure, no performance fee is payable to the Manager.

Scenario One – assuming there is a subscription request by a Unit Holder during the Performance Period, the chargeable performance fee (if any) on the day of the subscription will be reflected in the NAV per Unit (after performance fee).

Illustration is based on the day 4 figures in Table 2 above:

HWM	=	RM1.0000
Hurdle Value	=	RM1.0800
NAV per Unit (before performance fee)	=	RM1.0850
NAV per Unit (after performance fee)	=	RM1.0840

The NAV per Unit payable by the Unit Holders would be RM1.0840.

Scenario Two – assuming there is a redemption request of 50,000 Units by a Unit Holder during the Performance Period, the chargeable performance fee (if any) will be calculated as follows:

Illustration is based on the day 5 figures in Table 2 above:

The redemption request is received by the Manager on day 5 of the Performance Period where the NAV per Unit (before performance fee) of the Fund is higher than the Hurdle Value of the Performance Period (RM1.0800). As such, the performance fee that is due to the Manager is calculated as follows:

Number of Units to be redeemed by the Unit Holder	=	50,000 Units
Hurdle Value	=	RM1.0800
NAV per Unit (before performance fee)	=	RM1.1050
Performance fee	=	(RM1.1050 - RM1.0800) x 20% x 50,000 Units
	=	RM250.00*

Note:

** During the Performance Period, such amount will be maintained in the account payable of the Fund and will be paid to the Manager at the end of the Performance Period.*

3.2.4 Other Expenses

Only the expenses which are directly related and necessary to the operation and administration of the Fund may be charged to the Fund. These would include (but are not limited to) the following:

- (i) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes (if any);
- (ii) taxes and other duties charged on the Fund by the government and/or other authorities;
- (iii) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- (iv) fees and expenses properly incurred by the auditor appointed for the Fund;
- (v) fees for the valuation of any investment of the Fund;
- (vi) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- (vii) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;
- (viii) costs, fees and expenses incurred for the modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- (ix) costs, fees and expenses incurred in connection with the printing and postage for the annual and quarterly reports, tax certificates and other services associated with the administration of the Fund;
- (x) costs, fees and expenses incurred for any meetings of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- (xi) fees in relation to fund accounting;
- (xii) any fees as may be imposed by the SC in relation to the Fund; and
- (xiii) any other fees and/or expenses incurred that is relevant to the Fund and agreed by the Trustee, other than those for the benefits of the Manager and/or the Trustee.

3.3 Reduction or Waiver of Fees

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

All fees and charges payable to the Manager and the Trustee are subject to any applicable tax which may be imposed by the government or other authorities from time to time.

CHAPTER 4: TRANSACTION INFORMATION

4.1 Valuation Point of the Fund

The Fund must be valued at least once every Business Day.

If the Fund invests in foreign markets, the valuation of the Fund will be done only on T+1 day due to the different time zones of foreign markets. The valuation of the Units in respect of a particular Business Day can only be carried out on the following Business Day at the close of business of the last relevant foreign market in which the Fund invests in.

The foreign exchange rate used for valuation of foreign investment is based on the bid rate obtained from Reuters or Bloomberg at 4:00 p.m. United Kingdom time on the same day in accordance with the Investment Management Standards – IMS-4 issued by the Federation of Investment Managers Malaysia ("FiMM"), or such other time as amended from time to time by the FiMM, other relevant guidelines or regulations.

If you want to know the latest prices of the Units, please contact the Manager directly or refer to the Manager's website at www.kenangainvestors.com.my.

4.2 Valuation of Assets of the Fund

Investment Instruments	Valuation Basis
Listed equity and equity-related securities	Market price However, if: (a) a valuation based on the market price does not represent the fair value of the securities, e.g. during abnormal market conditions; or (b) no market price is available, including in the event of a suspension in the quotation of the securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, then the securities should be valued at fair value, as determined in good faith by the Manager based on the methods or bases approved by the Trustee after appropriate technical consultation.
Unlisted securities	Unlisted securities will be valued at fair value, as determined in good faith by the Manager, based on methods or bases which have been verified by the auditors of the Fund and approved by the Trustee.
CIS	CIS which are quoted on an approved exchange will be valued based on the official closing price or the last known transacted price. Investments in unlisted CIS will be valued based on the last published net asset value per unit or share.
Fixed income securities	Quoted fixed income securities will be valued based on the market price as at the close of the Business Day of the respective markets on the same calendar day. In the event of a suspension in the quotation of the fixed income securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, or when the market price is not reflective of the fair value of the fixed income securities due to abnormal market situation, then the

	fixed income securities should be valued at fair value, as determined in good faith by the Manager based on methods or bases approved by the Trustee after appropriate technical consultation. Unquoted fixed income securities are measured at fair value. The fair value of unquoted MYR denominated fixed income securities is generally obtained from the indicative market yields quoted by a bond pricing agency registered with the SC. However, where the Manager is of the opinion that the value of the fixed income securities differs from the indicative market yields quoted by the bond pricing agency by more than twenty (20) basis points, the Manager will value the fixed income securities based on a pricing model that reflects the prevailing market conditions provided it complies with the requirement in the Guidelines. The unquoted non-MYR denominated fixed income securities will be valued by reference to the average indicative yield quoted by independent and reputable institutions.
Financial derivative instruments	Financial derivative instruments will be valued at fair value, as determined in good faith by the Manager, based on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee. Any changes in the value of the contracts are adjusted for directly in the margin accounts, with a corresponding recognition in the unrealised reserves.
Structured products and/or structured notes	Structured products and/or structured notes will be valued based on marked to market prices as provided by the counterparty that issued the instrument.
Money market instruments	Money market instruments will be valued using the accrual method. For investments in commercial papers, such investments will be valued based on the price quoted by a bond pricing agency registered with the SC.
Deposits	Deposits placed with financial institutions will be valued by reference to the value of such investments and the interest accrued thereon for the relevant period.

4.3 Pricing Policy

The Manager will adopt a single pricing policy when calculating the value of your Units which means that each Unit will be transacted and quoted on a single price, i.e., the NAV per Unit of the Fund. The NAV per Unit will be rounded to four (4) decimal points for the purposes of publishing the NAV per Unit.

When you invest in the Fund, the investment amount payable to the Manager is rounded to two (2) decimal points. The Units allocated to your investment account will be rounded to two (2) decimal points. Your redemption value will also be rounded to two (2) decimal points.

4.4 Computation of NAV and NAV per Unit

The NAV of the Fund is calculated at least once every Business Day, and is defined as the total value of the Fund's assets less the total value of the Fund's liabilities at the valuation point. Where applicable, investment income, interest payable, fees and other liabilities (including management fee) will be accrued daily in arriving at the NAV of the Fund.

$$\text{NAV per Unit} = \frac{\text{NAV of the Fund}}{\text{No. of Units in circulation}}$$

Illustration: Computation of NAV and NAV per Unit			
	NAV before deducting management fee and trustee fee for the day	MYR	20,000,000.00
Less:	Management fee for the day (1.80% per annum) MYR 20,000,000 x 1.80% / 365 days	MYR	986.30
Less:	Trustee fee for the day (0.05% per annum) MYR 20,000,000 x 0.05% / 365 days	MYR	27.40
	NAV of the Fund	(a) MYR	19,998,986.30
	Units in circulation (Units)	(b)	20,000,000.00
	NAV per Unit of the Fund (a) / (b)	MYR	0.999949315
	NAV per Unit (rounded to four (4) decimal points)	MYR	0.9999

Please note that the above example is for illustrative purpose only.

4.5 Computation of the Selling Price

You may invest in Units of the Fund on any Business Day.

The number of Units invested is determined by dividing the investment amount (excluding sales charge) with the NAV per Unit at the next valuation point after we receive the investment application, rounded to the nearest two (2) decimal points.

Illustration: Determining Investment Amount & Units Entitlement			
	Investment amount	MYR	10,000.00
Add:	Sales charge (5.50%)	MYR	550.00
	Total amount payable by investor	MYR	10,550.00
If the NAV per Unit calculated at the next valuation point was MYR1.0000, the number of Units invested would be:			
	Investment amount	MYR	10,000.00
Divide:	NAV per Unit	MYR	1.0000
	Number of Units invested		10,000.00 Units

Please note that the above example is for illustrative purpose only.

4.6 Computation of the Redemption Proceeds

You may redeem your investment on any Business Day.

The redemption proceeds are calculated by multiplying the NAV per Unit at the next valuation point after we receive the redemption request, by the number of Units to be redeemed.

Illustration: Determining the Redemption Proceeds			
Number of Units to be redeemed			10,000.00 Units
If the NAV per Unit calculated at the next valuation point was MYR1.000, the redemption proceeds would be:			
Multiply:	NAV per Unit	MYR	1.0000
	Redemption proceeds	MYR	10,000.00
Less:	Exit charge (Nil)		NIL
	Net amount payable to investor	MYR	10,000.00

Please note that the above example is for illustrative purpose only.

4.7 Minimum Initial Investment, Minimum Additional Investment, Minimum Redemption Amount and Minimum Holding

Minimum Initial Investment	MYR10,000 or such other amount as the Manager may prescribe from time to time.
Minimum Additional Investment	MYR5,000 or such other amount as the Manager may prescribe from time to time.
Minimum Redemption Amount	5,000 Units or such other number of Units as the Manager may prescribe from time to time. If you hold less than the minimum holding of Units after the redemption request, the Manager will automatically redeem the balance of the Units held in your account and pay the redemption proceeds to you.
Minimum Holding	5,000 Units or such other number of Units as the Manager may prescribe from time to time.

4.8 Subscription of Units

Application for Units may be made on or before the cut-off time of 4:00 p.m. on any Business Day. The subscription form is available at the office of the Manager. Any application for Units received by the Manager after the cut-off time will be deemed to have been received on the next Business Day.

During the initial offer period, Units of the Fund will be issued at the initial offer price. After the initial offer period, investors will purchase the Units at the NAV per Unit of the Fund at the next valuation point after their application is accepted by the Manager (i.e. "forward pricing").

4.9 Redemption of Units

Unit Holders may redeem their investments in the Fund on any Business Day by completing the prescribed redemption request form or in such other manner as the Manager may accept and returning it to the Manager on or before the cut-off time of 4:00 p.m. on any Business Day. Any redemption request received by the Manager after the cut-off time will be deemed to have been received on the next Business Day.

There is no restriction on the frequency of redemption.

Redemption requests received by the Manager on or before the cut-off time will be transacted at the redemption price calculated at the next valuation point after such redemption request is received by the Manager (i.e. "forward pricing").

Payment of redemption proceeds will be made within seven (7) Business Days from the date on which a redemption request is deemed received by the Manager.

However, if the redemption request leaves you with less than 5,000 Units (Minimum Holdings), the Manager will automatically liquidate the balance of the Units held in your account and pay the redemption proceeds to you.

4.10 Switching of Units

Not available.

4.11 Transfer of Units

Not available.

4.12 Distribution Policy

Distribution of income is incidental.

The Fund may distribute from realised income, realised capital gains and/or capital (i.e. unrealised income and/or unrealised capital gains). In the event there is insufficient income available for distribution, the Fund may distribute out of capital after taking into consideration the performance of the Fund. Any declaration and payment of distribution will have the effect of lowering the NAV of the Fund.

Distribution out of capital has a risk of eroding the capital of the Fund. It may reduce the Fund's capital available for future investment and capital growth as well as causing reduction in the NAV of the Fund. The greater the risk of capital erosion that exists, the greater the likelihood that, due to capital erosion, the value of future returns would also be diminished.

Mode of Distribution

Income distribution will be paid to Unit Holders in the form of reinvestment into the Fund.

Units will be created based on the NAV per Unit at the end of the income distribution day (at ex-distribution NAV per Unit) with no sales charge.

CHAPTER 5: MANAGER

5.1 The Manager

The information in relation to the corporate information, including the experience of KIB in operating unit trust funds is available on the Manager's website at <https://www.kenangainvestors.com.my/who-we-are>.

5.2 Functions of the Manager

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

- a) managing the Fund in a sound and professional manner in accordance with its investment objective, the provisions of this Information Memorandum and the Deed;
- b) arranging for sale and redemption of Units of the Fund;
- c) issuing the Fund's quarterly and annual reports to Unit Holders;
- d) keeping proper records of the Fund; and
- e) keeping Unit Holders informed on material matters relating to the Fund.

5.3 Investment Management Team

The investment management team is responsible to actively manage the Fund in accordance with the investment objective of the Fund and the provision of the Deed. The investment management team will have discretionary authority over the investment of the Fund subject to the rules and guidelines issued by the relevant authorities.

The **designated fund manager responsible for the fund management of the Fund** is KIB's Chief Investment Officer, Ms Lee Sook Yee, who heads the investment management team and is assisted by a team of investment management professionals.

The profile of Ms. Lee Sook Yee is available on the Manager's website at <https://www.kenangainvestors.com.my/lee-sook-yee>.

Further information on the Manager is provided in the Manager's website at www.kenangainvestors.com.my

The remainder of this page has been intentionally left blank

CHAPTER 6: TRUSTEE

6.1 Corporate Profile of the Trustee

Pacific Trustees Berhad ("PTB") was incorporated on 21 September 1994 under the Companies Act 1965 (now known as Companies Act 2016) and is registered as a trust company under the Trust Companies Act 1949 on 29 September 1995 with its registered address and principal place of business at Unit A-11-8, 11th Floor, Megan Avenue 1, No. 189, Jalan Tun Razak, 50400 Kuala Lumpur.

PTB is managed by a team of professionals with relevant experiences and qualifications with over thirty-one (31) years of experience as trustee in providing a wide range of trust services which includes acting as bond trustees, security trustees and share trustees for private debt securities (PDS), asset-backed securitisation, trustees for collective investment schemes including real estate investment trusts (REITs), escrow agent, custodian, e-money, trustees for clubs (golf and non-golf), timesharing schemes, share farming schemes, memorial parks, wills writing, administration of private and charitable trust, and others.

6.2 Roles, Duties and Responsibilities of the Trustee

The Trustee's main role and responsibility is to act as trustee to safeguard the interests of the Unit Holders, in accordance with the provisions of the Deed, CMSA, Guidelines and other relevant laws and also act as custodian by holding the assets of the Fund in favour of the Unit Holders.

Among other things, the Trustee is required to:

- a) monitor the administration of the Fund by the Manager to ensure that it is in accordance with the Deed, Guidelines, CMSA and securities law;
- b) ensure that proper records are kept for all transactions, distribution, interests and income received and distributed in respect of the Fund;
- c) require the Manager to keep it fully informed as to the details of the Manager's policies on investments and changes thereof;
- d) ensure that the accounts be audited at least annually and that the Manager forwards to Unit Holders a copy of those financial statements within two (2) months from the end of the financial year;
- e) be responsible for the collection and periodical distribution of income and/or capital earned from the investment portfolio to the Unit Holders (subject to such duty being delegated to the Manager); and
- f) report to the SC if it considers that the Manager has not acted in the Unit Holders' interests or in accordance with the provisions of the Deed or has not complied with the Guidelines.

6.3 Litigation and Arbitration

As at LPD, save as disclosed below, there is no material litigation and arbitration, including those pending or threatened and any fact likely to give rise to any proceeding which might materially affect the business or financial position of PTB.

PTB was served the Writ and Statement of Claims by Tanco Resorts Berhad ("TRB") since 20 June 2018, wherein the dispute is on the determination of the outstanding trustee fee due to PTB. The case management was held on 1 August 2025 before the Sessions Court Judge. PTB and TRB have agreed to proceed with mediation and the Court has fixed the date for the mediation on 28 November 2025 at the Kuala Lumpur Court Mediation Centre.

6.4 Trustee's Declaration

PTB is independent of the Manager. PTB will carry out transactions on an arm's length basis and on terms which are best available to the Fund, as well as act at all times in the best interest of the Unit Holders in accordance with the Deed. PTB also has adequate procedures and processes in place to prevent or control conflicts of interest.

6.5 Trustee's Delegate

The Trustee is appointing Malayan Banking Berhad ("MBB") as the custodian of the assets of the Fund. MBB offering its clients custody and clearing services which are available to global custodians, foreign fund managers, broker dealers, banks and trust banks, mutual/pension funds and local institutional investors. Further information about the custodian can be obtained from their website at https://www.maybank2u.com.my/maybank2u/malaysia/en/business/deposits/custody_services/deposit_custody_services.page.

The remainder of this page has been intentionally left blank

CHAPTER 7: SALIENT TERMS OF THE DEED

7.1 Unit Holders' Rights and Liabilities

Unit Holders' Rights

A Unit Holder has the right, amongst others:

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

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

Unit Holders' Liabilities

- (a) No Unit Holder is liable for any amount in excess of the purchase price paid for the Units as determined pursuant to the Deed at the time the Units were purchased and any charges payable in relation thereto.
- (b) A Unit Holder shall not be under any obligation to indemnify the Manager and/or the Trustee in the event that the liabilities incurred by the Manager and/or the Trustee in the name of or on behalf of the Fund pursuant to and/or in the performance of the provisions of the Deed exceed the value of the Fund's assets, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

7.2 Termination of the Fund

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

Notwithstanding the above, the Manager may, in its sole discretion and without having to obtain the prior approval of the Unit Holders, terminate the Fund if the termination of the Fund is in the best interest of the Unit Holders and the Manager deems it to be uneconomical for the Manager to continue managing the Fund.

7.3 Power to Call for a Meeting

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

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

- (a) requiring the retirement or removal of the Manager;

- (b) requiring the retirement or removal of the Trustee;
- (c) considering the most recent financial statements of the Fund;
- (d) giving to the Trustee such directions as the meeting thinks proper; or
- (e) considering any matter in relation to the Deed,

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

Every question arising at any Unit Holders' meeting shall be decided in the first instance by a show of hands unless a poll is demanded or, if it be a question which under the Deed requires a Special Resolution, a poll shall be taken. On a voting by show of hands, every Unit Holder who is present in person or by proxy shall have one (1) vote notwithstanding that a Unit Holder may hold Units in different Classes in the Fund. Upon a voting by poll, the votes by every Unit Holder present in person or by proxy shall be proportionate to the value of Units held by him.

The quorum required for a meeting of the Unit Holders of the Fund or a Class, as the case may be, shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund or a Class, as the case may be, has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund or a Class, as the case may be, shall be two (2) Unit Holders, whether present in person or by proxy. If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty-five per centum (25%) of the Units in circulation of the Fund or a Class, as the case may be, at the time of the meeting. If the Fund or a Class, as the case may be, has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders of the Fund or a Class, as the case may be.

The remainder of this page has been intentionally left blank

CHAPTER 8: OTHER INFORMATION

8.1 Unclaimed Moneys

Under the provision of the Unclaimed Moneys Act 1965, any money that remains unsettled after more than two (2) years as at 31 December each year from its payment date have to be gazetted and surrendered to the Registrar of Unclaimed Moneys, Accountant General's Department by 31 March in the following year.

Thereafter, you will have to claim your money directly from the Registrar of Unclaimed Moneys by completing Form UMA7 (Claim form to refund unclaimed moneys from the Consolidated Trust Account) together with supporting documents, i.e., identity card, original documents (example: distribution warrant) and a copy of bank statement. Form UMA7 can be obtained from the office of Registrar of Unclaimed Moneys or downloaded from the website: <https://ewtd.anm.gov.my/index.php>.

8.2 Reports

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

- (a) monthly statements of account which shows the balance of the Unit Holders' investments and all transactions made during the month, distribution details and investment value;
- (b) quarterly reports containing information of the Fund, a report on the Fund's performance and financial statements for the accounting period. The quarterly reports will be dispatched to all Unit Holders within two (2) months from the close of each financial quarter; and
- (c) annual report containing information of the Fund, a report on the Fund's performance, audited financial statements for the accounting period and auditor's report. The annual report will be dispatched to all Unit Holders within two (2) months from the close of the financial year of the Fund.

8.3 Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001

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

The Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA") is the act that provides for the offence of money laundering and also the measures to be taken for the prevention of money laundering and terrorism financing offences. The Financial Intelligence and Enforcement Department ("FIED") of BNM has been established to carry out the functions as the competent authority under the AMLA. All market intermediaries under the CMSA and management companies approved by the SC under the CMSA are obliged to comply with the provisions of the AMLA.

Under the AMLA, any person who:

- (a) engages, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
- (b) acquires, receives, possesses, disguises, transfers, converts, exchanges, carries, disposes of or uses proceeds of an unlawful activity or instrumentalities of an offence;

- (c) removes from or brings into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence; or
- (d) conceals, disguises or impedes the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence,

commits a money laundering offence and shall on conviction be liable to imprisonment for a term not exceeding fifteen (15) years and shall also be liable to a fine of not less than five (5) times the sum or value of the proceeds of an unlawful activity or instrumentalities of an offence at the time the offence was committed or RM5 million, whichever is the higher.

When opening new accounts and entering into a transaction with a client, we identify and verify the client through documents such as identity card, passport, birth certificate, driver's licence, constituent documents or any other official documents, whether in the possession of a third party or otherwise. Such documents shall be filed by us in accordance with the requirements of the relevant laws. Where we suspect that a particular transaction may not be genuine, a report will be made to the FIED.

8.4 No Guarantee

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

8.5 Enquiries

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

Kenanga Investors Berhad

Level 14, Kenanga Tower,

237, Jalan Tun Razak,

50400 Kuala Lumpur

Website: www.kenangainvestors.com.my

Email: investorservices@kenanga.com.my

Toll free Line: 1-800-88-3737

Facsimile No.: 03-2172 3133

8.6 Disputes

If you have any monetary dispute or are dissatisfied with the outcome of the internal dispute resolution process, you may refer the case to the Financial Markets Ombudsman Service ("FMOS") within 180 days from the date of our last response.

The remainder of this page has been intentionally left blank

Kenanga Investors Berhad

Registration No.: 199501024358 (353563-P)

Head Office

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

Website

www.kenangainvestors.com.my

Email

investorservices@kenanga.com.my

Toll Free Line

1-800-88-3737