

1st Supplementary Information Memorandum

HONG LEONG WHOLESALE BOND FUND

This 1st Supplementary Information Memorandum is dated 10 December 2021.
The Fund was constituted on 21 September 2012.

MANAGER

HONG LEONG ASSET MANAGEMENT BHD [199401033034 (318717-M)]

TRUSTEE

DEUTSCHE TRUSTEES MALAYSIA BERHAD [200701005591 (763590-H)]

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS 1st SUPPLEMENTARY INFORMATION MEMORANDUM. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

This 1st Supplementary Information Memorandum is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

This 1st Supplementary Information Memorandum is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

RESPONSIBILITY STATEMENTS

This 1st Supplementary Information Memorandum has been reviewed and approved by the directors of Hong Leong Asset Management Bhd and they collectively and individually accept full responsibility for the accuracy of all information. Having made all reasonable enquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in this 1st Supplementary Information Memorandum false or misleading.

STATEMENTS OF DISCLAIMER

A copy of this 1st Supplementary Information Memorandum is lodged with the Securities Commission Malaysia. The Securities Commission Malaysia will not be liable for any non-disclosure on the part of Hong Leong Asset Management Bhd and takes no responsibility for the contents of this 1st Supplementary Information Memorandum, makes no representation on the accuracy or completeness of this 1st Supplementary Information Memorandum, and expressly disclaims any liability whatsoever arising from or in reliance upon the whole or any part of the contents of this 1st Supplementary Information Memorandum.

INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. IF SOPHISTICATED INVESTORS ARE UNABLE TO MAKE THEIR OWN EVALUATION, THEY ARE ADVISED TO CONSULT PROFESSIONAL ADVISERS.

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 this 1st Supplementary Information Memorandum that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to this 1st Supplementary Information Memorandum or the conduct of any other person in relation to the Fund.

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

1. Amendment to Section 1: Definitions

- 1.1 The definitions of “Base Currency”, “Class(es)”, “Class A, Class B, Class C or Class D” and “Multi-class ratio or MCR” are hereby added as follows:

Base Currency	Refers to the base currency of the Fund, RM.
Class(es)	Refers to any number of class(es) of Units representing similar interests in the assets of the Fund and such other Class(es) that may be issued by the Fund from time to time and “Class” means any one class of Units. The existing Units will be designated as Class A.
Class A, Class B, Class C or Class D	Means a Class which is denominated in RM which the features are as set out in the Information Memorandum.
Multi-class ratio or MCR	Multi-class ratio, being the apportionment of the Fund’s NAV to each Class based on the size of that Class. The MCR is calculated by dividing the NAV (in RM) attributable to each respective Class by the NAV of the Fund before income and expenses for the day. The apportionment is expressed as a ratio and calculated as a percentage.

- 1.2 The definitions of the “Forward Price”, “Net Asset Value (NAV)”, “NAV per Unit”, “Selling Price”, “Redemption Price”, “Sophisticated Investor(s)”, “Special Resolution” and “Unit(s)” disclosed on pages 3 – 6 are hereby deleted in its entirety and substituted with the following:

Forward Price	The Selling Price or Redemption Price calculated based on the NAV per Unit at the next valuation point after the application to purchase or redeem Units is received by the Manager.
Net Asset Value (NAV)	Net asset value of the Fund or a Class. The NAV of the Fund (or a Class) on each Business Day is determined by deducting the value of all the Fund’s liabilities (or the liabilities relating to that Class) from the value of all the Fund’s assets (or assets relating to that Class), at a valuation point.
NAV per Unit	The NAV of a Class divided by the number of UIC for that Class at the same valuation point.
Redemption Price	The price payable to an investor (before deducting the redemption charge, if any) for a Unit pursuant to a redemption request. The Redemption Price shall be the NAV per Unit of the relevant Class as at the next valuation point of the Fund after a redemption request is received and accepted by the Manager.
Selling Price	The price payable by an investor (before including the sales charge) for the purchase of a Unit pursuant to a request for purchase of Units. The Selling Price shall be the NAV per Unit of the relevant Class as at the next valuation point of the Fund after a request for purchase of Units is received and accepted by the Manager.

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

<p>Sophisticated Investor(s)</p>	<p>Refers to:</p> <ul style="list-style-type: none"> • an individual whose total net personal assets, or total net joint assets with his or her spouse, exceeding three million ringgit or its equivalent in foreign currencies, excluding the value of the individual's primary residence; • an individual who has a gross annual income exceeding three hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months; • an individual who jointly with his or her spouse, has a gross annual income exceeding four hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months; • an individual whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse, in any capital market products exceeding one million ringgit or its equivalent in foreign currencies; • a unit trust scheme, private retirement scheme or prescribed investment scheme; • Central Bank of Malaysia established under the Central Bank of Malaysia Act 2009; • a licensed person or a registered person; • an exchange holding company, a stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized market operator; • a corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the SC; • a bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010; • an Islamic bank licensee or takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010; • a chief executive officer or a director of any person referred to in bullet points 7, 8, 9, 10 and 11; • a closed-end fund approved by the SC; • a company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding ten million ringgit or its equivalent in foreign currencies; • a corporation that is a public company under the Companies Act 2016 which is approved by the SC to be a trustee under the CMSA and has assets under management exceeding ten million ringgit or its equivalent in foreign currencies; • a corporation that is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding ten million ringgit or its equivalent in foreign currencies; • a corporation with total net assets exceeding ten million ringgit or its equivalent in foreign currencies based on the last audited accounts; • a partnership with total net assets exceeding ten million ringgit or
---	--

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

	<p>its equivalent in foreign currencies;</p> <ul style="list-style-type: none"> • a statutory body established under any laws unless otherwise determined by the SC; • a pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967; • a person who acquires unlisted capital market products where the consideration is not less than two hundred and fifty thousand ringgit or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise; and • any other investor as may be defined by the SC from time to time.
Special Resolution	Means a resolution passed at a meeting of Unit holders of the Fund (or Class) duly convened in accordance with the Deed and carried by a majority in number representing at least three-fourths of the value of the Units held by the Unit holders in the Fund (or Class) voting at the meeting in person or by proxy.
Unit(s)	Is an undivided share in the beneficial interest and/or rights in the Fund (or Class) and a measurement of the interest and/or right of a Unit holder in the Fund (or Class) and means a Unit of the Fund (or Class).

2. Amendment to Section 3.1 – General Information

The information in relation to the “General Information” disclosed on pages 8-9 is hereby deleted in its entirety and substituted with the following:

		Page
Fund name	Hong Leong Wholesale Bond Fund.	-
Fund category	Fixed income (Wholesale).	-
Fund type	Income.	-
Launch date	7 October 2013.	-
Initial offer price	<p>Class A: RM1.0000 per Unit*</p> <p>Class B: RM1.0000 per Unit</p> <p>Class C: RM1.0000 per Unit</p> <p>Class D: RM1.0000 per Unit</p> <p>*The IOP of Class A has ended.</p>	-
Initial Offer Period (IOP)	<p>Class A: The IOP of Class A has ended.</p> <p>Class B, Class C and Class D: The IOP will be one (1) calendar day which is on the date of this 1st Supplementary Information Memorandum.</p>	-

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

Investment objective	The Fund aims to provide regular income ¹ while maintaining capital stability ² through investments in fixed income instruments. Notes: ¹ Income may be distributed in the form of cash and/or additional Units. ² Please take note that this Fund is not a capital guaranteed or capital protected fund and returns are not guaranteed.	18
Asset allocation	Fixed income instruments: Minimum 80% of the Fund's NAV. Note: The Fund may hold sufficient cash for liquidity purposes.	19
Investment process and strategy	The Fund aims to achieve its investment objective by investing in fixed income instruments which include but are not limited to local and foreign corporate bonds, government and/or government-sponsored bonds, convertible bonds, medium-term notes, commercial papers, money market instruments and cash-equivalents.	18
Performance benchmark	12-month fixed deposit rate quoted by Malayan Banking Berhad. Information on the benchmark can be obtained from www.maybank2u.com.my . Unit holders should be aware that the risk profile of the Fund is not the same as that of the benchmark.	19
General risks	Market risk, management risk, non-compliance risk, loan-financing risk and inflation/purchasing power risk.	13
Specific risks	Particular security risk, credit/default risk, counterparty risk, interest rate risk, liquidity risk, reinvestment risk, concentration risk, single issuer risk, country risk, currency risk and derivatives risk.	14
Investor profile	This Fund is suitable for Sophisticated Investors who: (i) are seeking for regular income ¹ stream; and (ii) are looking for a more conservative investment with reasonable capital stability ² . Notes: ¹ Income may be distributed in the form of cash and/or additional Units. ² Please take note that this Fund is not a capital guaranteed or capital protected fund and returns are not guaranteed.	-
Distribution policy	Distribution of income* will be half-yearly, subject to the availability of income. The Manager has the discretion** to distribute income depending on realised gains or income, interest rates, market conditions and the performance of the Fund. Notes: * Income may be distributed in the form of cash and/or additional Units.	21

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

	<i>** The Manager has the discretion to decide on the amount to be distributed to Unit holders. If the distribution available is too small or insignificant, the Manager may choose not to distribute the income as the distribution may not be beneficial to the Unit holders as the total cost to be incurred in such distribution may be higher than the amount available for distribution.</i>	
Financial year	The Fund's financial period is a 12-month period ending on 31 March each year.	-
Date of Deed	Principal deed: 21 September 2012 First supplemental deed: 19 December 2013 Second supplemental deed: 25 March 2015 Third supplemental deed: 4 February 2021 Fourth supplemental deed: 9 September 2021	-

3. Amendment to Section 3.2 – Fees and Charges

The information in relation to the "Fees and Charges" disclosed on page 10 is hereby deleted in its entirety and substituted with the following:

The following table describes the charges that you may **directly** incur when you buy Units:

		Page
Sales charge	There is no sales charge imposed by the Manager.	31
Redemption charge	There is no redemption charge imposed by the Manager.	31
Switching fee	There is no switching fee imposed on switching of Units.	31
Transfer fee	There is no transfer fee imposed on the transfer of Units to a transferee.	31

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

The following table describes the fees that you may **indirectly** incur when you invest in the Fund:

		Page
Annual management fee*	Classes	Management fee (based on the NAV of the Class)
	Class A	Up to 1.00% per annum
	Class B	Up to 0.50% per annum
	Class C	Up to 0.30% per annum
	Class D	Up to 0.20% per annum
Annual trustee fee*	0.015% per annum of the NAV of the Fund (excluding foreign custodian fees and charges).	31
Other Fund expenses*	Foreign custodian fee (if any), brokerage fee (if any), professional fees and direct administration expenses.	31

THERE ARE FEES AND CHARGES INVOLVED AND SOPHISTICATED INVESTORS ARE ADVISED TO CONSIDER THEM BEFORE INVESTING IN THE FUND.

4. Amendment to Section 3.3 – Transactions

The information in relation to the “Transactions” disclosed on pages 11-12 is hereby deleted in its entirety and substituted with the following:

		Page
Investment options	<p>Direct bank transfer or cheque/bank draft</p> <p>Payable to Hong Leong Asset Management Bhd and crossed “Account Payee Only”.</p>	-

Note:

** All fees and charges and/or sum set out in this Information Memorandum payable to the Manager/Trustee are subject to any applicable taxes and/or duties and at such rate as may be imposed by the government from time to time. The Manager/Trustee (where applicable) shall have the right to charge and recover from the Fund any applicable taxes and/or duties now or hereafter imposed by law or required to be paid in connection with the products or services provided by the Manager/Trustee (where applicable).*

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

Minimum initial investment	<table border="1"> <thead> <tr> <th data-bbox="528 232 815 286">Classes</th> <th data-bbox="815 232 1289 286">Minimum Initial Investment</th> </tr> </thead> <tbody> <tr> <td data-bbox="528 286 815 340">Class A</td> <td data-bbox="815 286 1289 340">RM 10,000</td> </tr> <tr> <td data-bbox="528 340 815 394">Class B</td> <td data-bbox="815 340 1289 394">RM 1,000,000</td> </tr> <tr> <td data-bbox="528 394 815 448">Class C</td> <td data-bbox="815 394 1289 448">RM 10,000,000</td> </tr> <tr> <td data-bbox="528 448 815 501">Class D</td> <td data-bbox="815 448 1289 501">RM 50,000,000</td> </tr> </tbody> </table>	Classes	Minimum Initial Investment	Class A	RM 10,000	Class B	RM 1,000,000	Class C	RM 10,000,000	Class D	RM 50,000,000	24
Classes	Minimum Initial Investment											
Class A	RM 10,000											
Class B	RM 1,000,000											
Class C	RM 10,000,000											
Class D	RM 50,000,000											
Minimum additional investment	<table border="1"> <thead> <tr> <th data-bbox="528 564 815 618">Classes</th> <th data-bbox="815 564 1289 618">Minimum Additional Investment</th> </tr> </thead> <tbody> <tr> <td data-bbox="528 618 815 672">Class A</td> <td data-bbox="815 618 1289 672">RM 1,000</td> </tr> <tr> <td data-bbox="528 672 815 725">Class B</td> <td data-bbox="815 672 1289 725">RM 10,000</td> </tr> <tr> <td data-bbox="528 725 815 779">Class C</td> <td data-bbox="815 725 1289 779">RM 100,000</td> </tr> <tr> <td data-bbox="528 779 815 831">Class D</td> <td data-bbox="815 779 1289 831">RM 200,000</td> </tr> </tbody> </table>	Classes	Minimum Additional Investment	Class A	RM 1,000	Class B	RM 10,000	Class C	RM 100,000	Class D	RM 200,000	24
Classes	Minimum Additional Investment											
Class A	RM 1,000											
Class B	RM 10,000											
Class C	RM 100,000											
Class D	RM 200,000											
Minimum redemption of Units	<table border="1"> <thead> <tr> <th data-bbox="528 882 815 936">Classes</th> <th data-bbox="815 882 1289 936">Minimum Redemption of Units</th> </tr> </thead> <tbody> <tr> <td data-bbox="528 936 815 990">Class A</td> <td data-bbox="815 936 1289 990">1,000 Units</td> </tr> <tr> <td data-bbox="528 990 815 1043">Class B</td> <td data-bbox="815 990 1289 1043">10,000 Units</td> </tr> <tr> <td data-bbox="528 1043 815 1097">Class C</td> <td data-bbox="815 1043 1289 1097">100,000 Units</td> </tr> <tr> <td data-bbox="528 1097 815 1151">Class D</td> <td data-bbox="815 1097 1289 1151">100,000 Units</td> </tr> </tbody> </table>	Classes	Minimum Redemption of Units	Class A	1,000 Units	Class B	10,000 Units	Class C	100,000 Units	Class D	100,000 Units	26
Classes	Minimum Redemption of Units											
Class A	1,000 Units											
Class B	10,000 Units											
Class C	100,000 Units											
Class D	100,000 Units											
Frequency of investment	<p>Generally, there is no restriction on the number of times when an application for Units can be made.</p> <p>Note: <i>The Manager reserves the right to reject any application that is not complete and/or not accompanied by the required documents and payment (in cleared funds).</i></p>	24										
Frequency of redemption	<p>Generally, there is no restriction on the number of times when an application for redemption of Units can be made.</p> <p>Unit holders will be paid within ten (10) calendar days from the date the redemption request is received by the Manager.</p> <p>Note: <i>The Manager reserves the right to reject any application that is not complete and/or not accompanied by the required documents.</i></p>	26										

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

Minimum account balance		29
	Classes	Minimum Account Balance
	Class A	5,000 Units
	Class B	50,000 Units
	Class C	500,000 Units
	Class D	1,000,000 Units
Cooling-off right	Cooling-off right is not allowed for this Fund.	28
Switching of Units	Switching is a facility offered by the Manager to its existing Unit holders. This facility enables you to switch from units of one fund to units of other fund(s) managed by the Manager.	27
Transfer of Units	The minimum transfer amount of Units is 100,000 Units. A transferee must be a Sophisticated Investor and is required to sign the "Pre-Qualification Form" together with "Transfer Form" and "Account Opening Form" if the transferee is a new Unit holder together with other supporting documents.	26

UNIT PRICES AND DISTRIBUTIONS PAYABLE, IF ANY, MAY GO DOWN AS WELL AS UP.

FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE SOPHISTICATED INVESTORS, SEE SECTION 4 - "RISK FACTORS".

5. Amendment to Section 5.3 – Asset Allocation

The information in relation to the "Asset Allocation" disclosed on page 19 is hereby deleted in its entirety and substituted with the following:

Asset class	Asset allocation (% of the Fund's NAV)
Fixed income instruments	Minimum 80%

Note: The Fund may hold sufficient cash for liquidity purposes.

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

6. Amendment to Section 6.2 – Unit Pricing

The information in relation to the “Unit Pricing” disclosed on page 23 is hereby deleted in its entirety and substituted with the following:

The Selling Price and Redemption Price of each Class are calculated based on the NAV per Unit of the Class at the next valuation point after the application to purchase or redeem Units is received by the Manager.

Determination of the NAV per Unit

The NAV per Unit is determined on each Business Day by dividing the value of the Fund’s assets attributable to the Class less its liabilities, (i.e. NAV of the Class), by the number of UIC for that Class at the same valuation point and rounded to 4 decimal places.

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

Illustration: Computation of the NAV per Unit

Figures and examples are meant for illustration purposes only.

	Fund (RM)	Class A (RM)	Class B (RM)	Class C (RM)	Class D (RM)
Gross Net Asset Value before income and expenses	172,500,000	10,000,000	27,000,000	50,500,000	85,000,000
Multi-class ratio ("MCR") (%)	100%	5.7%	15.7%	29.3%	49.3%
Add: income	50,000	2,898.55	7,826.09	14,637.68	24,637.68
Less: expenses	20,000	(1,159.43)	(3,130.43)	(5,855.07)	(9,855.07)
Gross NAV before management fee & trustee fee	172,530,000	10,001,739.13	27,004,695.65	50,508,782.61	85,014,782.61
Less adjustments:					
Management fee per annum		(274.02)	(369.93)	(415.14)	(465.83)
Trustee fee (0.015%) per annum		(4.11)	(11.10)	(20.76)	(34.94)
Net Asset Value		10,001,461.00	27,004,314.62	50,508,346.71	85,014,281.84
Units in circulation		10,000,000.00	27,000,000.00	50,500,000.00	85,000,000.00
Net Asset Value per Unit in the Base Currency		1.0001	1.0002	1.0002	1.0002
NAV per Unit		RM 1.0001	RM 1.0002	RM 1.0002	RM 1.0002

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

7. Amendment to Section 6.3 – Purchase of Units

The information in relation to the “Purchase of Units” disclosed on pages 24 – 25 is hereby deleted in its entirety and substituted with the following:

(a) Calculation on sales charge and Units

The Selling Price is calculated based on the NAV per Unit as at the next valuation point after the application to purchase Units is received by the Manager on a Business Day (Forward Price basis). The sales charge (if any) that is levied on the purchase of Units by Unit holders will not be incorporated into the NAV per Unit of the Fund and are computed and charged separately. However, there is NO sales charge for investments into the Fund.

Illustration: Calculation on sales charge and Units for Class A

Assuming if a Sophisticated Investor invested RM100,000 in Class A on 1 December 2021 and the NAV per Unit for Class A is RM1.0000, then the total amount to be paid by the Sophisticated Investor is as follows:

Investment amount	RM 100,000
Add sales charge (RM100,000 x 0%)	<u>NIL</u>
Total amount to be paid by the Sophisticated Investor	<u>RM 100,000</u>

Therefore, the Units credited to the above investor’s investment account are (expressed in 2 decimal places):

$$\frac{\text{Investment amount}}{\text{NAV per Unit}} = \frac{\text{RM100,000}}{\text{RM1.0000}} = 100,000.00 \text{ Units}$$

Units can be purchased during normal business hours at the Manager’s head office or branches. The cut-off time for the applications to purchase Units shall be at 4.00 p.m. on each Business Day. All applications for Units must be accompanied with the relevant documents and payment (in cleared funds). Any application for Units that are received by the Manager after 4.00 p.m. on a Business Day will be deemed as transacted on the next Business Day and would only be processed at the next Business Day.

The Manager also reserves the right to reject any application that is not complete and/or not accompanied by the required documents and/or payment (in cleared funds).

(b) Minimum initial and additional investment

The minimum initial investment and minimum additional investment for the respective Classes are as follows:

Classes	Minimum Initial Investment (RM)	Minimum Additional Investment (RM)
Class A	RM 10,000	RM 1,000
Class B	RM 1,000,000	RM 10,000

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

Classes	Minimum Initial Investment (RM)	Minimum Additional Investment (RM)
Class C	RM 10,000,000	RM 100,000
Class D	RM 50,000,000	RM 200,000

The Manager may in its sole discretion allow such other lower amount.

There is no restriction on the frequency of investments into the Fund.

(c) How to purchase Units of the Fund?

When you make an investment, Sophisticated Investors must forward the following documents to the Manager's head office or branches before their respective cut-off times:

1. Completed pre-qualification declaration and account opening form (if the Sophisticated Investor is a new Unit holder);
2. Completed investment application form;
3. Necessary remittance; and
4. Relevant supporting documents such as:-
 - a photocopy of your identity card (for an individual applicant) or certified true copy of the certificate of incorporation;
 - form 24 or return for the allotment of shares under section 78 of the Companies Act 2016;
 - form 44 or notice under section 46 of the Companies Act 2016;
 - form 49 or notice under section 58 of the Companies Act 2016;
 - memorandum and articles of association or constitution or by-laws, relevant resolutions (for corporate applicants) and other relevant documents.

8. Amendment to Section 6.4 – Redemption of Units

The information in relation to the "Redemption of Units" disclosed on pages 25 – 26 is hereby deleted in its entirety and substituted with the following:

(a) Calculation and payment of redemption proceeds

The Redemption Price is calculated based on the NAV per Unit as at the next valuation point after the application to redeem Units is received by the Manager on a Business Day (Forward Price basis). The redemption charge (if any) that is levied on the redemption of Units by Unit holders will not be incorporated into the NAV per Unit of the Fund and are computed and charged separately. However, there is NO redemption charge for redeeming Units of the Fund.

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

Illustration: Calculation on net redemption proceeds for Class A

Assuming if a Sophisticated Investor intends to redeem 100,000.00 Units in Class A and that the NAV per Unit for Class A is RM1.0000, then the net redemption proceeds that the Sophisticated Investor will receive is as follows:

Redemption proceeds (100,000.00 Units x RM1.0000)	RM 100,000
Less redemption charge (RM100,000 x 0%)	NIL
Net redemption proceeds	RM 100,000
(i.e. total amount to be paid to the Sophisticated Investor)	

Units can be redeemed during normal business or banking hours at the Manager's head office or branches. All applications must be accompanied with the relevant documents. Any application for redemption of Units that are received by the Manager after 4.00 p.m. on a Business Day will be deemed as transacted on the next Business Day and would only be processed at the next Business Day.

Generally, Unit holders will be paid within ten (10) calendar days from the date the redemption request is received by the Manager.

The Manager reserves the right to reject any application that is not complete and/or not accompanied by the required documents.

(b) Minimum redemption of units

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

Classes	Minimum Redemption of Units
Class A	1,000 Units
Class B	10,000 Units
Class C	100,000 Units
Class D	100,000 Units

A Unit holder may redeem part or all of its Units by completing a "Form of Request for Redemption" and by submitting this form to the Manager's head office, branches or sales agents. The Unit holder shall not be entitled to partially redeem his holdings in the Fund if it reduces the remaining account balance of the Fund to an amount which is lower than the Fund's stipulated minimum account balance. In such circumstances, the Manager may in its sole discretion effect a full redemption on the entire account and inform the Unit holder thereafter. There is NO restriction on the frequency of redemption of Units, subject to the minimum account balance. For more information, please refer to Section 6.8. - "Minimum Account Balance".

In the case where Units are in the names of more than one Unit holder, the mode of holding will be specified as a "Joint Application". Redemption requests under this mode will have to be signed by all the joint holders. However, in the case where the mode of holdings is specified as "Either Applicant to Sign", it is not necessary for all joint holders to make the redemption

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

request and any person who is registered as a joint holder in the Fund will have the authority to make redemption requests. In all cases, redemption proceeds will only be paid to the first-named joint holder in the Fund's register (unless the Unit holder specifies otherwise in the "Form of Request for Redemption"). Payment cannot be made to bank accounts in the name of third parties.

9. Amendment to Section 6.6 – Fund Switching

The information in relation to the "Fund Switching" disclosed on pages 27 – 28 is hereby deleted in its entirety and substituted with the following:

Switching is a facility offered by the Manager to its existing Unit holders. This facility enables you to switch from units of one fund (or class) to units of other fund(s) (or class) managed by the Manager provided that the currency denomination is the same.

- There is no switching fee imposed on any switching application within any of the fund(s) (or class) managed by the Manager.
- The Manager reserves the right to reject the switching request under the following conditions:-
 - 1) If the net switched out proceeds does not meet the minimum initial investment amount or minimum additional investment amount of the fund that the Unit holder intends to switch into. In this event, Unit holder shall be given the option to either:-
 - (a) remain invested in the fund that they are invested in; or
 - (b) redeem the units in the fund that they intended to switch out.
 - 2) If deemed disruptive to fund management or contrary to the best interest of the fund (or class) and/or the Unit holders.
- If following the switching, the account of the fund which the Unit holder has switched out from does not maintain a minimum account balance stipulated for that fund, then full switching will be effected or the Manager reserves the right to reject the switching request. In the event this switching request is rejected, the Unit holder shall be given the option to either:-
 - (a) remain invested in the fund that they are invested in; or
 - (b) redeem the entire holding of units in the fund that they intended to switch out.
- Switching from an Islamic fund to a conventional fund is discouraged especially for Muslim Unit holders.
- Switching application should be made before the cut-off time of 4.00 p.m. on any Business Day, except for funds with cut-off time of 11.00 a.m. When switching application is received after the cut-off time, the switching application shall be deemed to have been received on the next Business Day.
- The Manager may at its absolute discretion waive or reduce the sales charge (if any) from time to time on the switching application. Alternatively, investors may negotiate with their preferred distributor for lower fees and charges, subject to the distributor's decision.

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

- There will be no sales charge imposed on an investor who switches his Units to another fund within one (1) month of his investing into Hong Leong Money Market Fund.
- Switching from any unit trust fund to a wholesale fund or between wholesale funds are permissible if the investor meets the requirements of a Sophisticated Investor as defined herein.
- The Manager reserves the right to vary the terms and conditions of the switching facility from time to time.
- In relation to switching between Classes of the Fund, the minimum balance that must be retained in the Unit holders' account for each Class may differ and may be determined by the Manager from time to time. If the balance (i.e. number of Units) of an investment in a Class is less than the minimum number of Units stipulated for that Class, Unit holders are required to make additional investment in that Class in order to meet the required minimum balance of investment for that Class. Otherwise, the Manager has the discretion to switch the Units to another Class with lower minimum balance which may subject to higher fees or we can redeem the entire investment from that Class and forward the proceeds to the Unit holder.

Please refer to the following table for a detailed switching illustration:

Switching Illustration

Switch to Switch from	Intended Fund	
Current Fund	FUND WITH 0% SALES CHARGE	FUND WITH SALES CHARGE
FUND WITH 0% SALES CHARGE	<ul style="list-style-type: none"> • Reinvest into the intended fund(s) at net asset value per unit. 	<ul style="list-style-type: none"> • Reinvest into the intended fund(s) at net asset value per unit and the difference of the sales charge between the current fund and the intended fund(s).
FUND WITH SALES CHARGE	<ul style="list-style-type: none"> • Reinvest into the intended fund(s) at net asset value per unit. 	<ul style="list-style-type: none"> • Reinvest into the intended fund(s) at net asset value per unit and the difference of the sales charge between the current fund and the intended fund(s). • If a switch is made from a fund with higher sales charge into a fund with lower sales charge, NO sales charge will be imposed on the Unit holder.

Notes:

- Switching into Hong Leong Institutional Bond Fund is **only permitted for institutional investors** where the minimum switching amount is 200,000 Units.
- Switching into Hong Leong Bond Fund-Standalone Investment Plan is **not allowed**.
- Switching from Hong Leong Bond Fund-Ordinary Investment Plan into Hong Leong Bond Fund-Standalone Investment Plan or vice versa is **not allowed**.

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

10. Amendment to Section 6.8 – Minimum Account Balance

The information in relation to the “Minimum Account Balance” disclosed on page 29 is hereby deleted in its entirety and substituted with the following:-

The minimum balance of Units in each Class that must be retained in an investor’s account are set out in the table below.

Classes	Minimum Account Balance
Class A	5,000 Units
Class B	50,000 Units
Class C	500,000 Units
Class D	1,000,000 Units

The Manager may in its sole discretion allow such other lower amount.

If the Unit holder holds Units in more than one Class, he must retain the applicable minimum account balance for each of the Classes that he holds.

If the Units of the investment in the Unit holders’ account fall below the above minimum account balance due to switching, transfer or redemption, the Manager may effect a full switching, transfer or redemption on the entire account, without consulting the Unit holders. If the Unit holder holds Units in more than one Class, only the Units of the Class not meeting the minimum account balance will be subject to the full switching, transfer or redemption.

11. Amendment to Section 7.5 – Annual Management Fee

The information in relation to the “Annual Management Fee” disclosed on page 31 is hereby deleted in its entirety and substituted with the following:

The annual management fee is calculated and accrued on a daily basis based on the NAV of the Class before the deduction of management fee and trustee fee at a rate set out in the table below.

Classes	Management fee (based on the NAV of the Class)
Class A	Up to 1.00% per annum
Class B	Up to 0.50% per annum
Class C	Up to 0.30% per annum
Class D	Up to 0.20% per annum

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

12. Amendment to Section 8.2 – The Board of Directors

The information in relation to “The Board of Directors” disclosed on page 34 is hereby deleted in its entirety and substituted with the following:

Ms Lee Jim Leng (non-independent, non-executive/Chairman)

Mr Hoo See Kheng (non-independent, Executive Director)

YBhg Dato’ Abdul Majit bin Ahmad Khan (independent, non-executive)

YM Tunku Dato’ Mahmood Fawzy bin Tunku Muhiyiddin (independent, non-executive)

13. Amendment to Section 10 – Salient Terms of Deed

The information in relation to the “Salient Terms of Deed” disclosed on pages 40 – 41 is hereby deleted in its entirety and substituted with the following:

10.1 Unit holder’s Rights

- (a) Unit holder shall have the right to receive distributions of income (if any), participate in any increase in the value of the Units and such other rights and privileges as provided in the Deed.
- (b) No Unit holder shall be entitled to require the transfer to him of any of the investments or assets of the Fund or be entitled to interfere with or question the exercise by the Trustee or the Manager on his behalf, of the rights of the Trustee as owner of such investments and assets.
- (c) Unit holder shall have the right to call for Unit holder’s meeting and to vote for the removal of the Trustee or the Manager through a Special Resolution.
- (d) Unit holder shall have the right to receive annual and quarterly reports of the Fund.

10.2 Unit holder’s Liabilities

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

10.3 Termination of the Fund

The Fund may be terminated or wound up upon the occurrence of any of the following events:

- (a) a Special Resolution is passed at a Unit holders’ meeting to terminate or wind up the Fund;
- (b) the Fund has reached its maturity date (if any) as specified in the Deed.

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.

10.4. Termination of a Class

The Manager may terminate a particular Class in accordance with the relevant laws. The Manager may only terminate a particular Class if the termination of that Class does not prejudice the interests of Unit holders of any other Class. For the avoidance of doubt, the termination of a Class shall not affect the continuity of any other Class of the Fund.

10.5 Unit holders' Meeting

Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit holders of the Fund or of a particular Class, as the case may be, summon a Unit holders' meeting of the Fund or of that Class by:

- (a) sending by post/facsimile at least fourteen (14) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit holders; and
- (b) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

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 less, of all the Unit holders of the Fund or all the Unit holders of a particular Class.

This 1st Supplementary Information is supplementary to and has to be read in conjunction with the Replacement Information Memorandum dated 15 April 2021.