

INFORMATION MEMORANDUM

For

OPUS INSTITUTIONAL INCOME FUND

Dated 1 July 2009

Managed by

OPUS ASSET MANAGEMENT SDN BHD (414625-T)

A company incorporated in Malaysia under the Companies Act 1965

Trustee

DEUTSCHE TRUSTEES MALAYSIA BERHAD (763590-H)

A company incorporated in Malaysia and registered as a trust company under the Trust Companies Act 1949

Investors are advised to read and understand the contents of the information memorandum before subscribing to the wholesale fund. If in doubt, please consult a professional adviser.

Responsibility Statement

This information memorandum has been seen and approved by the directors of the Manager 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 the omission of which would make any statement herein misleading.

Statements of Disclaimer

The Securities Commission has approved the issue, offer or invitation in respect of the wholesale fund, the subject of this information memorandum, and that the approval shall not be taken to indicate that the Securities Commission recommends the investment.

The Securities Commission will not be liable for any non-disclosure on the part of the Manager and takes no responsibility for the contents of the information memorandum, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon the whole or any part of the content of this information memorandum.

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 ON THE ACTION TO BE TAKEN SHOULD CONSULT THEIR PROFESSIONAL ADVISERS IMMEDIATELY.

There are fees and charges involved and investors are advised to consider the fees and charges before investing in the Fund.

Unit prices and distributions payable, if any, may go down as well as up.

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1 DEFINITIONS

In this Information Memorandum, the following abbreviations or words shall have the following meaning unless otherwise stated:

“Act”	Capital Markets and Services Act 2007 as may be amended from time to time
“Application Form”	The application form for the purchase of Units which will be provided by the Manager from time to time
“Auditor”	Horwath
“BNM”	Bank Negara Malaysia
“Bursa Malaysia”	means the stock exchange managed and operated by Bursa Malaysia Securities Berhad
“Business Day”	means a day on which either Bursa Malaysia is open for trading or a day on which the banks in Kuala Lumpur are open for business and/or such other day or days as the Manager may from time to time determine
“Cash Produce”	means all cash receivable by the Trustee in the form of dividends, bonuses and interest, commissions, brokerage, fees and other like charges, the proceeds of sale of rights and other cash received pursuant to Clause 9.1.6 and paragraph (b) of Clause 9.1.3 of the Deed, any profit from the sale of the assets of the Fund and any other sum having the nature of income which the Manager and Trustee, having consulted the Auditor, deem to be Cash Produce
“Commencement Date”	means the date of this Information Memorandum
“Deed”	means the deed dated [xxx] and all supplemental deeds in respect of the Fund entered into between the Manager and the Trustee
“Wholesale Fund” or “Opus IIF”	Opus Institutional Income Fund
“Guidelines”	Guidelines on Wholesale Funds issued by the SC on 18 February 2009 as may be amended from time to time
“Investors”	means a Qualified Investor as defined in the Guidelines who is:- <ul style="list-style-type: none">(a) an individual whose total net personal assets exceed RM3 million or its equivalent in foreign currencies;(b) a corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts;(c) a unit trust scheme or prescribed investment scheme; or(d) a company registered as a trust company under the Trust Companies Act 1949 which has

- discretion in the investment of trust assets of a trust with total net assets exceeding RM10 million or its equivalent in foreign currencies;
- (e) a corporation that is a public company under the Companies Act 1965 or under the laws of any other country, which has been allowed by the SC to be the trustee for the purposes of CMSA and has discretion in the investment of trust assets of a trust with total net assets exceeding RM10 million or its equivalent in foreign currencies;
 - (f) a pension fund approved by the Director General of Inland Revenue under section 150 of the Income Tax Act 1967;
 - (g) a holder of a Capital Markets Services Licence carrying on the business of dealing in securities;
 - (h) any other fund manager;
 - (i) a person who acquires securities pursuant to an offer, as principal, if the aggregate consideration for the acquisition is not less than RM250,000 or its equivalent in foreign currencies;
 - (j) a licensed institution;
 - (k) an Islamic bank;
 - (l) an insurance company licensed under the Insurance Act 1996; or
 - (m) any other person or entity allowed by the relevant authority to invest in a Wholesale Funds

“the Manager”	means Opus Asset Management Sdn Bhd (Company No. 414625-T)
“MARC”	Malaysian Rating Corporation Berhad
“Net Asset Value of the Fund” or “NAV”	is determined by deducting the value of all the Fund’s liabilities from the value of all the Fund’s assets, as at the Valuation Point, except that, for the purpose of computing the annual management fee, annual fund accounting fee and annual trustee fees, the Net Asset Value of the Fund should be inclusive (that is, before any deduction) of the management fee, fund accounting fee and trustee fee for the relevant Business Day
“Net Asset Value Per Unit” or “NAV per Unit”	the Net Asset Value of the Fund at a particular Valuation Point divided by the number of Units of the Fund in circulation at the same Valuation Point
“Information Memorandum”	this information memorandum in respect of the Fund which has been deposited with the SC
“RAM”	Rating Agency of Malaysia Berhad
“Relevant Laws”	Laws, rules, regulations, guidelines and directives passed or issued by any relevant authority relating to or connected with the fund management industry in Malaysia
“Relevant authorities”	means any governmental or statutory authority with the power to regulate the securities industry in Malaysia and/or having jurisdiction over the Manager and/or the Trustee and includes, without limitation, the SC

“Redemption Form”	the form for the request for redemption of Units which will be provided by the Manager from time to time
“Redemption Price”	means the NAV per Unit at which the Units will be redeemed
“SC”	the Securities Commission of Malaysia established under the Securities Commission Act, 1993
“Special Resolution”	means a resolution passed at a meeting of Unitholders duly convened in accordance with the Deed and carried by a majority of not less than three-fourths of the votes cast by the Unitholders present at the meeting in person or by proxy
“Tax Adviser”	Horwath KL Tax Sdn Bhd
“Trustee”	Deutsche Trustees Malaysia Berhad (763590-H) and its successor-in-title
“Unit”	is a measurement of the right or interest of a Unitholder in the Fund and means a Unit of the Fund
“Unitholder”	the person for the time being who is registered as a holder of Units
“Valuation Day”	means: (i) the last day of the month; and (ii) every Friday of each week. If a public holiday falls on a Friday, the Valuation Day shall be the next succeeding Business Day
“Valuation Point”	means such time or times on each Valuation Day as determined by the Manager from time to time

2 CORPORATE DIRECTORY

2.1 Manager

Opus Asset Management Sdn Bhd (Company No: 414625-T)

Business Address:-

B-19-2, Northpoint Offices, Mid Valley City,

No.1, Medan Syed Putra Utara,

59200 Kuala Lumpur

Telephone: + 60 3 2288 8882 Facsimile: + 60 3 2288 8889

Registered Address:-

2nd Floor, No. 2- 4 Jalan Manau, 50460 Kuala Lumpur

Telephone: + 60 3 2273 1221 Facsimile: + 60 3 2273 1220

Manager's Delegate – (External Fund Accounting Manager & Valuation Agent)

Deutsche Bank (Malaysia) Berhad (312552-W)

Level 18-20 Menara IMC

8 Jalan Sultan Ismail

50250 Kuala Lumpur

Telephone: + 60 3 2053 6788 Facsimile: + 60 3 2031 8710

2.2 Board of Directors of the Manager

<u>Name</u>	<u>Designation</u>
Siaw Wei Tang	Managing Director
Shaun Chan Choong Kong	Director
Azam bin Azman	Director

2.3 Trustee

Deutsche Trustees Malaysia Berhad (763590-H)

Level 20, Menara IMC

8 Jalan Sultan Ismail

50250 Kuala Lumpur

Telephone: + 60 3 2053 7522 Facsimile: + 60 3 2053 7526

Trustee's Delegate (local custodian)

Deutsche Bank (Malaysia) Berhad (312552-W)

Level 18-20 Menara IMC

8 Jalan Sultan Ismail

50250 Kuala Lumpur

Telephone: + 60 3 2053 6788 Facsimile: + 60 3 2031 8710

2.4 Auditors

Horwath

Level 16 Tower C, Megan Avenue II,

No. 12 Jalan Yap Kwan Seng, 50450 Kuala Lumpur

Telephone: + 60 3 2166 0000 Facsimile: + 60 3 2166 1000

2.5 Tax Consultant

Horwath KL Tax Sdn Bhd
Tax Consultants
C15-5 Level 15, Tower C
Megan Avenue II
12 Jalan Yap Kwan Seng
50450 Kuala Lumpur
Telephone: + 60 3 2166 9100 Facsimile: + 60 3 2166 3100

2.6 Company Secretary

Soong Yoke Yin (MAICSA 7020986) & Chang Yoke Yin (MAICSA 7003097)
Ikhtisas Associates Sdn Bhd (Company No: 544684-U)
2nd Floor, No. 2- 4, Jalan Manau
50460 Kuala Lumpur
Telephone: + 60 3 2273 1221 Facsimile: + 60 3 2273 1220

2.7 Solicitor

Naqiz & Partners
Unit PL01-A, Plaza Level
No. 45 Block A, Medan Setia 1
Plaza Damansara, Damansara Heights
50490 Kuala Lumpur
Telephone: + 60 3 2095 1188 Facsimile: + 60 3 2095 1186

3. KEY DATA ON THE FUND

3.1 About the Fund

Name of Fund	Opus Institutional Income Fund (Opus IIF)
Fund Type/Category	Income & Growth / Fixed Income
Investment Objective	To achieve higher returns than Benchmark over the medium to long term, while preserving capital and providing an opportunity for capital growth.
Investment Strategy	The Fund's investment maturity profile is subject to active maturity structure management based on the interest rate outlook without any portfolio maturity limitation. The Fund may invest in debt securities with varying maturities. In other words, the Manager may tactically allocate up to 100% of the Fund in fixed income securities or up to 100% of the Fund in cash, liquid assets or other permitted investments.
Asset Allocation	0% to 100% of the Fund's NAV in Fixed Income Instruments; and 0% to 100% of the Fund's NAV in cash, liquid assets or other permitted investments.
Permitted Investments	Fixed income instruments, money market instruments and other permitted investments as detailed in Section 4.4.
Principal Risks in Investing in the Fund [for full details on the principal risks, kindly refer to Chapter 5]	<ul style="list-style-type: none">• Market risk;• Interest rate risk;• Liquidity risk;• Inflation/purchasing power risk;• Credit risk / default risk;• Counterparty risk;• Fund management risk; and• Operational/Compliance risk.
Benchmark	12-Month KLIBOR + 1.0% p.a The Manager has chosen the benchmark based on the additional risk in investing in private debt securities compared to investing in fixed deposit. The benchmark of 12-Month KLIBOR is to reflect the wholesale nature of fixed income market and the additional 1% per annum is a reasonable expected spread for incremental risk of investing in private debt securities.
Pricing basis	The Fund Manager is adopting the single pricing method in calculating a Unitholder's investment for subscription and redemption of Units. The selling price per unit and the redemption price per unit of the Fund is the NAV per Unit of the Fund and shall be determined based on forward pricing after a request for purchase or redemption is received by the Manager in a proper form.
Approved fund size	200 Million Units.

Financial Year	The period of twelve (12) months ending on 31 December of every calendar year. The first financial year of the Fund shall commence on the Commencement Date and end on 31 December 2009.
Duration	The duration of the Fund is indefinite and may be terminated by the Manager at any time in accordance with the Deed.

3.2 Fees and Charges

This table describes the charges that the investor may **directly** incur when he/she buys or redeems Units:

Sales Charge	Nil.
Redemption Charge	Nil.
Switching Fee	Nil.
Transfer Fee	Nil.
Other charges	Charges, including bank charges, telegraphic charges and courier charges, incurred in order to execute a transaction on behalf of the investor, shall be borne by the Fund. Bank charges for subscription or redemption incurred by the Unitholders shall be borne by the Unitholders. The Manager, with the consent of the Trustee, reserves the right to impose other charges.

This table describes the fees that the investor may **indirectly** incur when he/she invests in the Fund:-

Annual Management Fee	0.50% per annum of the NAV of the Fund calculated and accrued daily based on NAV on each Valuation Day before the deduction of the management fee, fund accounting fee and trustee fee for the relevant day and payable to the Manager on a monthly basis.
Annual Trustee Fee (including local custodian fees,) [for full details, please refer to Section 1.2]	Up to 0.05% per annum of the NAV of the Fund calculated and accrued daily based on NAV on each Valuation Day before the deduction of the management fee, fund accounting fee and trustee fee for the relevant day subject to a minimum of RM12,000 per annum, excluding foreign custodian fees and charges.
Annual Fund Accounting Fee	Up to 0.03% per annum of the NAV of the Fund calculated and accrued daily based on NAV on each Valuation Day before the deduction of the management fee, fund accounting fee and trustee fee for the relevant day subject to a maximum of RM4,000 per month.

List of Expenses directly related to the Fund
[for full details, please refer to Section 1.3]

- Auditors' fee;
 - Tax Adviser's fee;
 - Trustee fees (including local custodian);
 - Taxes;
 - Foreign Custodial charges;
 - Printing and delivery of tax vouchers;
 - Printing and delivery charges of monthly statement, quarterly reports and annual reports, and any other reports to be issued by the Manager in relation to the Fund;
 - Any other charges permitted by the Deed.
- The above charges are accrued daily.

There are fees and charges involved and investors are advised to consider the fees and charges before investing in the Fund.

3.3 Transaction Details

Minimum Initial Investment	RM10,000,000 or such other amount as may be determined by the Manager from time to time.
Minimum Additional Investment	A minimum of RM500,000 and multiples of RM100,000 or such other amount as may be determined by the Manager from time to time.
Initial Offer Price	RM1.00 per unit.
Initial Offer Period	The period of seven (7) Business Days from the date of this Information Memorandum.
Conditions for Subscription	Application for subscription can be made on any Business Day by sending the prescribed subscription application form to the Manager. The processing of applications for subscription of Units shall be made on every Friday of the week before 4:00 p.m. ("Subscription Processing Date"). A subscription request received after 4:00 p.m. on Friday will only be processed at the next subscription cycle i.e the Friday of the following week.
Conditions for Redemption	Application for redemption can be made on any Business Day by sending the prescribed Redemption Form to the Manager. The processing of applications for redemption of Units shall be made on every Friday of the week before 4:00 p.m. ("Redemption Processing Date"). A redemption request received after 4:00 p.m. on Friday will only be processed at the next redemption cycle i.e the Friday of the following week.
Minimum Redemption	A minimum of RM100,000 and multiples of RM100,000 or such other amount as may be determined by the Manager from time to time.

Frequency of Processing Redemption	Every Friday before 4:00 p.m. (subject to conditions for Redemption outlined above and Special Redemption Mechanism outlined in Section 7.2)
Minimum Holding	5,000,000 units or such other amount as may be determined by the Manager from time to time.
Manager's Rights	<p>The Manager, for any reason at any time, may reduce or waive the amount of any fees (except for the trustee fees and fund accounting fees) or other charges payable by the Unitholder in respect of the Fund, either generally (for all Unitholders) or specifically (for any particular Unitholder) and for any period of periods of time at its absolute discretion.</p> <p>The Manager reserves the right to accept or reject any application in whole or part thereof without assigning any reason.</p>

3.4 Distribution Policy

Distribution Policy	The Fund intends to distribute income at least quarterly, if any on a best effort basis. However, the Manager reserves the right not to distribute income, at its absolute discretion.
Re-investment Policy	All reinvestments will be made at the NAV per Unit at such date and within such time as may be determined by the Manager at its absolute discretion. There is no sales charge imposed for such re-investment of Units.

Past earnings of a Fund's distribution records are not a guarantee or a reflection of the fund's future earnings/distribution.

Unit prices and distributions payable, if any, may go down as well as up.

Unitholders are advised that in the event some of the underlying investments of the Fund are not actively traded, the Unitholders may face difficulties in redeeming their investments.

Prospective Unitholders should read and understand the contents of this Information Memorandum and if necessary, consult their adviser(s).

4 THE FUND

This part of the Information Memorandum sets out details of the Manager's investment policies and the Fund's investment objective, strategy, permitted investments and investment restrictions.

4.1 Investment Objective

To achieve higher returns than Benchmark over the medium to long term, while preserving capital and providing an opportunity for capital growth.

Any material changes to the Fund's investment objective must be notified to all Unitholders and deposit the same to the SC as soon as practicable.

4.2 Investment Policy and Strategy of the Fund

The Fund is an actively managed fixed income portfolio. The Fund may invest up to 100% of its Net Asset Value ("NAV") in fixed income instruments or up to 100% of its NAV into cash, liquid assets or any other permitted investments. The Fund seeks maximum total returns in the medium to long-term balanced by the need to preserve capital with prudent investment management.

The Fund's investment strategy is based on the investment philosophy that asset prices in different economies as well as between asset classes are correlated. Any changes in the Fund's investment strategy would be based on long term view or secular trends, rather than short-term factors.

Superior investment returns are obtained by early identification of undiscounted changes in companies or in the environment in which they operate at both macro and micro levels. Assets classes are not viewed in isolation; instead a 'top-down' macro view of different asset classes and an understanding of their inter-relationships is sought before devising an appropriate investment strategy. Investments in fixed income instruments are, therefore, undertaken after an assessment of global and domestic economic trends, and their impact on the fixed income asset class. This sets the framework for the asset allocation decision and the determination of maturity structure for the Fund.

The Fund will focus on consistent, above-average returns from fundamental research rather than from frequent trading. Emphasis is placed on credit-worthiness and investment-grade issuers of debt. A disciplined application of the 'top-down' investment process is, therefore, applied with due consideration given to the credit standing of individual issuers.

4.3 Fund Category, Type and Performance Indicator/Benchmark

Fund Type / Category

Income & Growth / Fixed Income

Performance Indicator/Benchmark

12-Month KLIBOR + 1.0% p.a

The Manager has chosen the benchmark based on the additional risk in investing in private debt securities compared to investing in fixed deposit. The benchmark of 12-Month KLIBOR is to reflect the wholesale nature of fixed income market and the additional 1% per annum is a reasonable expected spread for incremental risk of investing in private debt securities.

4.4 Permitted Investments

The Fund may invest in the following but not limited to:

- cash or cash equivalents;
- money placements or deposits placed with Financial Institutions or authorized dealers including commercial banks and investment banks;
- domestic debt securities issued or guaranteed by Malaysian Government, Bank Negara Malaysia, any other government related or quasi-government related bodies;
- domestic debt securities issued by banks or financial institutions;
- listed or unlisted and rated or unrated domestic debt securities;
- repurchase agreements of any fixed income securities mentioned above;
- tradable money-market instruments in the money market; and

- any kind of investments as may be agreed upon by the Manager and the Trustee from time to time and permitted by the relevant authorities, if necessary.

The Manager has full discretion in tactical allocation, with cash levels ranging between zero percent (0%) to one hundred percent (100%).

Risks associated with these securities and investments are as elaborated in Chapter 5.

4.5 Investment Restrictions and Limits

The Fund will be managed in accordance with the following investment restrictions and limits:

- (i) Money placements or deposits with any single financial institutions must not exceed 20% of the fund's NAV at the time of placement.
- (ii) For rated fixed income securities, the minimum debt rating by local rating agencies for long term fixed income securities and short term fixed income securities shall be at least single A2 or P1 or their equivalent ratings, respectively. However, the maximum exposure to bonds rated below AA3 or equivalent is 65% of the fund's NAV at the time of purchase.
- (iii) Unrated fixed income securities are not allowed except for fixed income securities issued or guaranteed by the Malaysian Government, Bank Negara Malaysia, any other government related and quasi-government bodies and licensed financial institutions.
- (iv) Investment in any fixed income securities issued by any single issuer or group of related issuers shall not exceed 30% of NAV except for the following:
 - (a) Fixed income securities issued by Telecom Malaysia Berhad, Tenaga Nasional Berhad and Petroliaam Nasional Berhad or their related companies which shall not exceed 50% of NAV.
 - (b) For fixed income securities issued or guaranteed by the Malaysian Government, Bank Negara Malaysia, any other government and quasi-government bodies, there will be no limit.

** The above limits apply at the point of purchase and should such limit be breached subsequently due to whatever reasons, the Fund Manager shall endeavour to remedy these breaches within a period of three (3) months from the date of breach.*

- (v) Investment portfolio shall not be leveraged, i.e. no borrowing is allowed.

4.6 Valuation of the Fund

The NAV and the NAV per Unit shall be determined as at the Valuation Point.

The basis of valuation of the investments of the Fund is generally valued in accordance with their respective asset classes.

In respect of investments of the Fund in listed securities which are quoted on a stock exchange, the valuation will be based on the last transacted market price of the securities, namely the price at the end of a particular Valuation Day or such other time as may be specified by the SC. For suspended securities, it is at the Manager's sole discretion to value the securities at a price which it believes to be fair and to be agreed by the Auditor of the Fund and approved by the Trustee.

Investment in unquoted securities (other than bond and fixed income securities) will be valued based on methods deemed to be fair and reasonable that are acceptable to the Manager, verified by the Auditor and approved by the Trustee.

Investments in unlisted fixed income securities will be valued in the following order of priority:

- (i) at least weekly by reference to the average indicative yield quoted by at least three (3) independent financial institutions selected by the Manager; or
- (ii) the fair value as determined in good faith by the Manager, on methods or basis to be decided by the Manager at its sole discretion (subject to approval by Auditor of the Fund and the Trustee).

Investments in fixed income securities with less than 1 year to maturity are valued based on accretion method using yield or discount rate at cost.

4.7 Policy on Gearing

The Fund may not borrow cash or other assets in connection with its activities.

4.8 Duration and Termination of the Fund

Subject to the provisions of the Deed, this Fund has no fixed duration and can be terminated either by the Manager or the Trustee.

4.8.1 Termination by the Manager

The Manager may in its absolute discretion determine or wind up the Fund at any time, in accordance with the provisions of the Deed.

4.8.2 Termination by the Trustee

The Trustee may terminate the Fund should the following events occur:

- (a) if the Manager has gone into liquidation, except for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee and the relevant authorities;
- (b) if, in the opinion of the Trustee, the Manager has ceased to carry on business; or
- (c) if, in the opinion of the Trustee, the Manager has to the prejudice of Unitholders failed to comply with the provisions of this Deed or contravened any of the provisions of any relevant law;

the Trustee shall summon a meeting of Unitholders in accordance with the provisions of the Deed for the purpose of seeking directions from the Unitholders.

If at any such meeting a Special Resolution to terminate the Fund and to wind-up the Fund is passed by the Unitholders of the Fund, the Trustee shall apply to the Court for an order confirming such Special Resolution.

4.8.3 The Procedures taken should the Fund be terminated

Upon termination of the Fund, the Trustee shall:

- (a) sell all the assets of the Fund then remaining in its hands and pay out of the Fund any liabilities of the Fund; such sale and payment shall be carried out and completed in such manner and within such period as the Trustee considers to be in the best interests of the Unitholders; and

- (b) from time to time distribute to the Unitholders, in proportion to the number of Units held by them respectively:
 - (1) the net cash proceeds available for the purpose of such distribution and derived from the sale of the investments and assets of the Fund less any payments for liabilities of the Fund; and
 - (2) any available Cash Produce;

provided always that the Trustee shall not be bound, except in the case of final distribution, to distribute any of the moneys for the time being in his hands the amount of which is insufficient for payment to the Unitholders of Fifty (50) sen in respect of each Unit and provided also that the Trustee shall be entitled to retain out of any such moneys in his hands full provision for all costs, charges, taxes, expenses, claims and demands incurred, made or anticipated by the Trustee in connection with or arising out of the winding-up of the Fund and, out of the moneys so retained, to be indemnified against any such costs, charges, taxes, expenses, claims and demands; each such distribution shall be made only against the production of such evidence as the Trustee may require of the title of the Unitholder relating to the Units in respect of which the distribution is made.

5 RISKS

5.1 General Risks

Investors should consider and understand the risks of investing in the Fund before applying for Units. Generally, some of the risk factors that should be considered by the investors of the Fund are market, liquidity, inflation and interest rates risks and the risk of default by the corporation issuing the instrument.

An investment in the Fund is meant to produce returns over the medium to long term. Investors should not expect to obtain short-term gains from such investment.

Investors should note that the value of Units, and the income accruing to the Units, may fall or rise and that investors may not get back their original investment.

5.2 Specific Risks of the Fund

The Fund is susceptible to the following risks:

- (a) **Market Risk**

The usual risks of investing and participating in listed and unlisted securities apply to an investment in the Units. Prices of securities may go up or down in response to changes in economic conditions, interest rates, and the market's perception of securities. These may cause the price of Units to go up or down as the price of Units is based on the current market value of the investments of the Fund.
- (b) **Interest Rate Risk**

Investments in debt securities are subject to the risk of interest-rate fluctuations. Prices of debt securities move in the opposite direction of interest rates. A rise/fall in interest rates will cause a fall /rise in prices of debt securities and investors may experience a capital loss/gain should the debt securities be sold before maturity.
- (c) **Credit/Default Risk**

This refers to the creditworthiness of the bond issuer and its expected ability to repay debt. Default happens when the issuer is not able to make timely payments of interest on the coupon payment date or principal repayment on the maturity date.

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

(d) Liquidity Risk

Liquidity risk is defined as the ease with which a security can be sold at or near its fair value depending on the volume traded on the market. This is a risk more pertinent to a bond fund as bonds are generally not as easily liquidated as compared to equities. In the event some of the underlying investments of the Fund are not actively traded, there is a risk the Manager may not be able to easily liquidate such investments and as a result, investors may face difficulties in redeeming their Units.

(e) Inflation/Purchasing Power Risk

Inflation can be described as increases of price level of goods and services and is commonly represented using the Consumer Price Index. High inflation reduces the purchasing power of a fixed sum of money. In an inflationary environment, fixed rate securities are exposed to higher inflation risk than inflation-linked securities.

(f) Counterparty Risk

The risk that an issuer of security, or a bank or financial institution that is a party to the contract, may default of its payment.

(g) Fund Management Risk

Good fund management is an art, not an exact science. Thus, one fund manager's portfolio will invariably be different to another's. Therefore, a fund that underperforms its peers in one year could outperform in another.

(h) Operational/Compliance Risk

This involves the risk of fraudulent acts or the risk that rules set out in the governing deed or law that govern the Wholesale Fund are not being complied with, which may result in loss to the Fund. This risk may also occur indirectly due to legal risk, which is risk of circumstances from the imposition and/or amendment on the relevant regulatory frameworks, laws, rules and other legal practices affecting the Fund.

5.3 Risk Management

The Manager will adopt the following risk management techniques to the identified risks:

(a) Market Risk

The Manager mitigates this risk through diversification to reduce volatility of the market, which may be caused by changes to and/or developments in the regulations, politics and the economy of the country.

(b) Interest Rate Risk

The Manager adopts a 'top-down' investment approach to ensure a thorough evaluation of macro-economic factors is undertaken in order to form an interest rate view. The Manager will develop the portfolio maturity structure based on their interest rate view to capitalise

on expected movements in interest rates. In addition, it is also intended to have maturity diversification to ensure limited impact on the portfolio value in case of adverse changes in interest rate direction.

(c) Credit/Default Risk

The Manager minimises this risk by adopting the following measures:-

- conducting thorough credit analysis before any investment to ascertain the creditworthiness of different issuers; and
- diversifying the portfolio by investing in different issuers, if possible.

(d) Liquidity Risk

The Manager shall endeavour to minimise inherent liquidity risk.

(e) Inflation/Purchasing Power risk

This risk is minimised by active management of the portfolio maturity structure in anticipation of any movements in inflation. The Fund will mainly invest in either short-term or high quality liquid issues which enable the portfolio to adjust quickly to any changes in the rates of interest and inflation.

(f) Counterparty Risk

This risk is minimised by dealing mainly with reputable financial institution with good ratings.

(g) Fund Management Risk

The risk is reduced through the implementation of a consistent structured investment process, operational procedures and stringent internal controls.

(h) Operational/Compliance Risk

The risk is reduced through the establishment of appropriate compliance guidelines and stringent internal control policies.

6 FEES, CHARGES AND PRICES

6.1 Charges Directly Incurred

Sales Charge

The Manager does not intend to impose any sales charge.

Redemption Charge

There is no redemption charge imposed on a Unitholder when a Unitholder makes a redemption request.

Other Fees and Charges

Charges, including bank charges, telegraphic charges and courier charges, incurred in order to execute a transaction on behalf of the investor, shall be borne by the Fund. Bank charges for subscription or redemption incurred by the Unitholders shall be borne by the Unitholders.

The Manager reserves to right to impose charges at its absolute discretion, with the consent of the Trustee.

6.2 Fees and Expenses Indirectly Incurred

Below are the fees and expenses indirectly incurred by investors when investing in the Fund:

Annual Management Fee

0.50% per annum of the NAV of the Fund calculated and accrued daily based on NAV on each Valuation Day before the deduction of the management fee, fund accounting fee and trustee fee for the relevant day and payable to the Manager on a monthly basis.

Annual Trustee Fee (including local custodian fees)

Up to 0.05% per annum of the NAV of the Fund calculated and accrued daily based on NAV on each Valuation Day before the deduction of the management fee, fund accounting fee and trustee fee for the relevant day subject to a minimum of RM12,000 per annum, excluding foreign custodian fees and charges.

Fund Accounting Fee

Up to 0.03% per annum of the NAV of the Fund calculated and accrued daily based on NAV on each Valuation Day before the deduction of the management fee, fund accounting fee and trustee fee for the relevant day, subject to a maximum of RM4,000 per month.

6.3 Other Fees and Charges

Direct Expenses Related to the Funds

Below is a list of expenses directly related to the Fund, which includes:

- Auditors' fee;
- Tax Adviser's fee;
- Trustee fees (including local custodian fees);
- Fund Accounting fees;
- Taxes;
- Printing and delivery of tax vouchers;
- Printing and delivery charges of monthly statement, quarterly reports and annual reports and any reports issued by the Manager in relation to the Fund; and
- Any other charges permitted by the Deed.

The Manager, for any reason at any time, may reduce or waive the amount of any fees (except for the Trustee and fund accounting fees) or other charges payable by the Unitholder in respect of the Fund, either generally (for all Unitholders) or specifically (for any particular Unitholder) and for any period of periods of time at its absolute discretion.

6.4 Rebates and Soft Commissions

Soft commissions received, if any, will be retained by the Manager for goods and services such as research material, quotation services and computer software incidental to the investment management of the fund provided that they are of demonstrable benefit to the Unitholders.

There are fees and charges involved and investors are advised to consider the fees and charges before investing in the Fund.

7 Transaction Information

7.1 Calculation of Unit Prices

Valuation Point

The NAV is computed as at the Valuation Point.

NAV of the Fund

The NAV of the Fund means the total value of the Fund's investments, assets and properties less the Fund's expenses or liabilities incurred or accrued for the day.

Below is an illustration on how the NAV of the Fund is calculated.

If the investments of the Fund is RM240,772,498, other assets of the Fund including cash is RM18,668,352 and the liabilities of the Fund is at RM2,858,986, as at the Valuation Point, the NAV of the Fund will be:

	Securities Investment	RM 240,772,498
Add :	Assets (including cash)	18,668,352
		<hr/> 259,440,850
Less :	Liabilities	2,858,986
		<hr/> 256,581,864
	NAV before deducting Management Fee, Fund Accounting Fee and Trustee Fee for the period from the last Valuation Day (assumed 7 days)	
Less :	Trustee Fee for the day (up to 0.05% per annum calculated based on the NAV subject to a minimum of RM12,000 per annum)	2,460
	$\frac{256,581,864 \times 0.05\% \times 7}{365}$	
	Management Fee for the day (at 0.50% per annum calculated based on the NAV)	24,604
	$\frac{256,581,864 \times 0.50\% \times 7}{365}$	
	Fund Accounting Fee for the day (up to 0.03% per annum calculated based on the NAV subject to a maximum of RM4,000 per month)	921
	$\frac{256,581,864 \times 0.03\% \times 7}{365} = \text{RM1476}$	
	OR	
	$\frac{4,000 \text{ per month} \times 12 \text{ months} \times 7}{365} = \text{RM921}$	
	whichever is lower.	
	NAV of the Fund	<hr/> 256,553,879 <hr/>

NAV per Unit

The NAV per Unit is calculated by dividing the total NAV of the Fund by the total number of Units in circulation as at the Valuation Point.

Below is an illustration on how the NAV per Unit of the Fund is calculated:

Say for example the number of Units in circulation for the Fund is 200,000,000 Units and the NAV of the Fund is RM256,553,879 at the point of valuation the NAV per Unit will be:

NAV of the Fund	:	<u>RM256,553,879</u>
Number of Units in Circulation	:	<u>200,000,000 Units</u>
NAV per Unit	:	<u>1.2828</u>

Pricing Basis

During Initial Offer Period

During the Initial Offer Period, the selling price per Unit will be RM1.00.

After Initial Offer Period

The Manager is adopting the single pricing method in calculating a Unitholder's investment for and redemption of Units. The selling price per unit and the redemption price per unit is the NAV per Unit of the Fund. The selling price per unit and the redemption price per unit are based on forward pricing.

7.2 Transaction Details

This part of the Information Memorandum contains information relating to the procedures on how to invest in the Fund, and how to redeem Units. The investor may be required to forward to the Manager additional documents to authenticate his/her identification when transacting Units.

How to begin investing in the Fund

Applications for Units can be made by submitting a completed Application Form, with the required documents and payment, at the office of the Manager at the following address: -

Opus Asset Management Sdn Bhd (Company No: 414625-T)

Business Address:-

B-19-2, Northpoint Offices, Mid Valley City,

No.1, Medan Syed Putra Utara,

59200 Kuala Lumpur

Telephone: + 60 3 2288 8882 Facsimile: + 60 3 2288 8889

THE COMPLETED APPLICATION FORM MUST BE SUBMITTED TOGETHER EITHER WITH A CHEQUE MADE PAYABLE TO "Opus Asset Management Sdn Bhd Trust Acc Client Opus IIF" OR WITH A RECEIPT FROM YOUR TELEGRAPHIC TRANSFER TRANSACTION.

Applications will only be accepted from investors who fall within the category of "Qualified Investors" under the Guidelines.

Investors who wish to subscribe or apply for Units must make a minimum initial investment of RM10,000,000. Any applications for additional Units by existing Unitholders must be for a minimum investment of RM500,000 and multiples of RM100,000. The Manager has the rights to

accept investment amount which are lower than the minimum initial investment at its absolute discretion.

The application for subscription can be made on any Business Day by sending the prescribed subscription application form to the Manager. The processing of applications for subscription of Units shall be made on the Subscription Processing Date i.e before 4:00 p.m. on every Friday. A subscription request received after 4:00 p.m. on Friday will only be processed at the next subscription cycle i.e the Friday of the following week. If a public holiday falls on Friday, the Subscription Processing Date shall then be the next succeeding Business Day.

No certificates will be issued for Units. A confirmation note detailing your investment amount and the number of Units allocated to you in the Fund will be sent to you within ten (10) Business Days from the date of issue of such Units.

Application moneys will be held in a separate bank account on behalf of the applicants until the application is accepted and the money is transferred into the investment account. Any interest earned on any application money will be transferred to the Fund. No interest will be paid to applicants on application money received.

The Manager reserves the right not to accept any application either wholly or in part. If your application is not accepted, the application money will be refunded, but without any interest accruing.

For example:

Investor submitted Application for Subscription	:	2 June 2009 (Tuesday)
Subscription Processing Date	:	5 June 2009 (Friday)

How to redeem

The application for redemption can be made on any Business Day by sending the prescribed redemption application form to the Manager. The processing of applications for redemption of Units shall be made on the Redemption Processing Date. A redemption request received after 4:00 p.m. on Friday will only be processed at the next redemption cycle i.e the Friday of the following week. If a public holiday falls on Friday, the Redemption Processing Date shall then be the next succeeding Business Day.

The redemption will be effected based on the NAV per Unit on the Friday, falling two weeks from the Redemption Processing Date ("Effective Redemption Date") as illustrated hereinbelow. If the Effective Redemption Date falls on a public holiday, then the Effective Redemption Date shall be the next succeeding Business Day.

Payment for the redemption will be made not later than fourteen (14) Business Days from the Effective Redemption Date ("Payment Date").

For example:

Scenario 1:

Investor submitted Application for Redemption	:	8 July 2009 (Wednesday)
Redemption Processing Date	:	10 July 2009 (Friday)
Effective Redemption Date	:	24 July 2009 (Friday)
Payment Date not later than	:	13 August 2009 (Thursday)

Scenario 2:

Assuming that the Redemption Processing Date falls on 10 July 2009 which is a public holiday then the following would apply:

Investor submitted Application for Redemption	:	8 July 2009 (Wednesday)
Redemption Processing Date	:	13 July 2009 (Monday)
Effective Redemption Date	:	24 July 2009 (Friday)
Payment Date not later than	:	13 August 2009 (Thursday)

There is no limit on the frequency of redemptions that may be made by any investor, except that each redemption request must be for a minimum of RM100,000 and in multiples of RM100,000. A Unitholder cannot revoke a redemption request duly received and accepted by the Manager without the prior approval of the Manager.

Redemption Forms are available upon request from the Manager at the address of the Manager as set out in this Information Memorandum.

In the event a redemption of Units by a Unitholder would result in that Unitholder holding less than 5,000,000 units, the redemption request will be deemed to be in respect of all the Units held by the Unitholder. However, the Manager reserves the right to waive this requirement in respect of the Fund, either generally (for all Unitholders) or specifically (for any particular Unitholder) at its absolute discretion.

Transfer of Units

Units are transferable subject to the Manager's discretion and the transferee being more than 18 years of age at the time of transfer and a qualified investor. The application for the transfer must be made in the prescribed form which is available upon request at the office of the Manager as set out in this Information Memorandum. The duly completed and signed form must be accompanied by such evidence as may be required by the Manager to prove the title of the transferor and his right to transfer the units.

There are no fees charged for the transfer of units.

Switching

Unitholders have the option of switching their units of the Fund between any of the other funds managed by the Manager, based on the value of their investments in the Fund at the point of exercising the switch. No switching fee will be charged.

A switch is processed as a redemption from one Fund and an investment into another. Unit prices for the transaction will be based on the next Valuation Point.

Special Redemption Mechanism

If on a Redemption Processing Date the accumulated redemption request is more than 20% of the Fund's NAV, the Manager shall be entitled to effect the redemptions based on the NAV per Unit of several Valuation Days (instead of the NAV per Unit of the Fund on the Effective Redemption Date) as determined by the Manager from time to time.

For example, if the accumulated redemption request received by the Manager for the week exceeds 20% of the Fund's NAV as at the Redemption Processing Date (e.g 10 July 2009), the

Manager shall then sell off assets of the Fund on a staggered basis and effect the redemptions based on the NAV per Unit of different Valuation Days such as on 24 July 2009, 31 July 2009 or any other Valuation Days as determined by the Manager from time to time.

However, the Manager may only invoke this mechanism when market conditions are such that it would not be possible to liquidate assets of the Fund at a reasonable price or prices beneficial to the Fund without jeopardising the whole investment portfolio of the Fund. Other factors that may also affect the decision of the Manager are, amongst others, as follows:

- Liquidity of a particular investment;
- Aggregate prices for disposal;
- Amount of assets to be disposed of; and
- Other investment limits and restrictions of the Fund.

If the mechanism were to be implemented, the Manager will sell off assets of the Fund on a staggered basis. This would result in the calculation of the redemption proceeds being based on several Redemption Prices being computed with each redeeming Unitholder being paid proportionately in accordance with the quantum of his redemption request calculated at the several Valuation Points for those several Redemption Prices until the sell down is complete.

Suspension

The Manager (upon consultation with the Trustee) may request the Trustee to suspend the sale and redemption of Units where the interest of the Unitholders is materially affected or where there is good or sufficient reason to do so, having regard to the interest of the Unitholders or potential Unitholders.

The Manager (upon consultation with the Trustee) may request the Trustee to suspend the sale and redemption of Units where it would be impractical for the Manager to calculate the NAV due to:

- (i) the closure of a stock exchange or trading restrictions imposed by the stock exchange;
- (ii) an emergency or other state of affairs;
- (iii) the realization of investments of the Fund not being able to be effected at prices which could be realized if the investments were realized in an orderly fashion over a reasonable period in a stable market; or
- (iv) the existence of any state of affairs which in the opinion of the Manager, might prejudice the interests of the Unitholders as a whole or the assets of the Fund.

If at any time the appointment of the Trustee is terminated and a new trustee has not been appointed yet, the sale and redemption of Units will be suspended until a new trustee has been appointed.

The period of suspension will not exceed 30 days, or such longer period as permitted under the Relevant Laws.

All outstanding redemptions and any redemption request or application for Units received during the suspension period are deemed to have been received on the Business Day after the suspension ceases.

7.3 Other Information

Income Distribution and Reinvestment Policies

The Fund intends to distribute income at least quarterly, if any, on a best effort basis. However, the Manager reserves the right not to distribute income, at its absolute discretion.

All reinvestments will be made at the NAV per Unit at such date and within such time as may be determined by the Manager at its absolute discretion. There is no sales charge imposed for such re-investment of Units. Unitholders may instruct that the distributions declared be paid out to them instead of being reinvested into additional units of the Fund.

Cross Trades

To provide more liquidity in the dealing of securities, the Manager may carry out transactions between the Fund and investment portfolios of its other customers ("cross-trades") and combine the trade orders for the Fund with orders for investment portfolios of its other customers ("block trades"), provided always that any such cross-trades or block trades are conducted on a best execution basis and are no less favourable to the Fund when compared to an arms length transaction between independent parties.

The Manager shall have full discretion to determine the price (or yield) on such trades by taking into consideration factors such as brokers valuation, bond pricing agencies, market quotes, odd lot trades and market condition. The Manager will decide the price which the Manager believes to be the fair price to the seller, who will provide the securities in time of shortage and the buyer who will provide the liquidity in cash in time of seller who wants to liquidate the securities or the portfolio. All cross-trades or block trades shall be done in compliance with the relevant laws.

Unclaimed Income Policy

Unitholders may instruct that the distributions declared be paid out to them instead of being reinvested into additional units of the Funds. These Unitholders would receive a cheque for the amount of income declared and distributable to them. If the cheque is not cashed within six months from the date of the cheque, the Manager will proceed to reinvest such unclaimed income into additional units of the Fund based on the price within 14 days from the expiry date of the cheque.

Unclaimed Moneys Policy

Unclaimed moneys, other than unclaimed income, will be filed with the Registrar of Unclaimed Moneys after the lapse of one year from the date of payment. The amount represented by such unclaimed moneys will be paid to the Registrar of Unclaimed Moneys after a further period of 12 months if such unclaimed monies remain unpaid and no claims are made on the unclaimed moneys by the registered Unitholders.

Death, Legal Disability

If a Unitholder dies or becomes subject to a legal disability such as bankruptcy or insanity, only the survivor who is not a minor (in the case of joint Unitholders) or legal personal representative (in any other case) will be recognised as having any claim to the Units registered in the Unitholder's name.

A trustee, executor or administrator of the estate of any deceased person who was registered or beneficially entitled to be registered as a Unitholder may become registered as the Unitholder in respect of the Units of the deceased person as trustee, executor or administrator of that estate and will, in respect of such Units, be entitled to the same rights as he would have been entitled to if the Units of the deceased person had remained registered in the name of the deceased person.

Anti-Money Laundering

In order to comply with regulations aimed at the prevention of money laundering, the Manager may require prospective investors to provide evidence to verify their identity and the source of payment. Accordingly, the Manager reserves the right to request such information as it considers necessary to verify the identity of a prospective investor. The Manager may delay or refuse to accept any subscription application without providing any reason for doing so if a prospective investor delays in producing or fails to produce any information required by the Manager for the purpose of verification and, in that event, any funds received by the Manager will be returned without interest to the account from which the moneys were originally debited.

The Manager shall report any suspicious transactions to the Relevant Authority.

Register of Unitholders

The Manager will keep a register of Unitholders at the office of the Manager. The register of Unitholders will contain, amongst others, the names and addresses of Unitholders, the number of Units held by each Unitholder and the dates on which Units were issued to such Unitholders.

Any Unitholder may inspect the register on any Business Day at any time during ordinary business hours of the Manager and obtain such information pertaining to his/its Units as permitted under the Relevant Laws. Any Unitholder may request the Manager to furnish him/it with an extract from the register in so far as it relates to his/its name, address, number of Units held by him/it and amounts paid on those Units and the Manager will, upon payment in advance of a reasonable fee as it may require, cause any extract so requested to be sent to that Unitholder within twenty-one (21) days or such other period which the SC considers reasonable, commencing on the day after the request is received by the Manager.

The contents of the register of Unitholders will be prima facie evidence of any matters contained therein.

How an investor can keep track of his investment

Investors will be informed of the Fund's performance through monthly statement, quarterly reports and the audited annual report for each Financial Year of the Fund. Monthly statements and reports (quarterly and annual) will be sent to investors no later than one (1) month and two (2) months from the end of the stated periods respectively.

From these reports, investors will be able to have an overview of the performance of the Fund and the investments of the Fund.

Investors will also be able to obtain information regarding the NAV per unit of the Fund by contacting us.

PLEASE CONTACT OPUS ASSET MANAGEMENT'S CUSTOMER SERVICE AT TELEPHONE NO: +6 03 2288 8882.

8 RIGHTS AND LIABILITIES OF UNITHOLDERS

8.1 Rights of a Unitholder

Subject to the provisions of the Deed, Unitholders shall be entitled:

1. to receive distributions, if any, of the Fund;
2. to participate in any increase in the NAV of Units;
3. to all rights and privileges under the Deed;
4. to receive monthly statement, quarterly and annual reports on the Fund;
5. to attend meetings of Unitholders convened pursuant to the Deed; and
6. to call for a meeting of Unitholders in accordance with Section 9 below and to vote for the removal of the Trustee or the Manager.

However, a Unitholder is not entitled to:

- (i) interfere with any rights or powers of the Manager under this Information Memorandum;
- (ii) exercise a right in respect of any of the investments of the Fund or otherwise claim any interest in any of such investments; or
- (iii) require the transfer to the Unitholder of any of the investments of the Fund.

8.2 Liabilities of a Unitholder

As a Unitholder of the Fund and subject to the provisions of the Deed, the Unitholders liabilities would be limited to the following:

- (i) no Unitholder 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 its behalf, of the rights of the Trustee as the registered owner of such investments and assets;
- (ii) no Unitholder shall have any right by reason of his being a Unitholder to attend any meeting of shareholders, stockholders or debenture holders or to vote or take part in or consent to any company or shareholders', stockholders' or debenture holders' action;
- (iii) no Unitholder shall by reason of any provision of the Deed and the relationship created hereby between the Manager, the Trustee and the Unitholders, or in any event whatsoever, be liable for any amount in excess of the purchase price paid for the Units as determined in accordance with the Deed at the time the Units were purchased and any charges payable in relation thereto; and
- (iv) a Unitholder 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.

9 MEETINGS OF UNITHOLDERS

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

Every question arising at any 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, in which case a poll shall be taken. On a show of hands every Unitholder who is present in person or by proxy shall have one vote.

Unitholders, having the proper quorum may direct the Manager to summon for a meeting for the following purposes:

- (a) requiring the retirement or removal of the Manager;
- (b) requiring the retirement or removal of the Trustee;
- (c) considering the most recent financial statement of the Fund; or
- (d) giving to the Trustee such directions as the meeting thinks proper.

The quorum for a meeting of Unitholders shall be is two (2) Unitholders, whether present in person or by proxy, provided always that the quorum for a meeting of the Unitholders convened for the purpose of removing the Manager and/or the Trustee shall be such number of Unitholders as shall amongst them collectively hold more than seventy-five per centum (75%) of the Units of the Fund as at the date of the notice of the meeting.

10 THE MANAGER

10.1 Corporate Information of the Manager

Opus Asset Management Sdn Bhd ("OpusAM") is an asset management company licensed under the Act to provide fund management services. OpusAM is one of the few boutique fund management companies and the only asset management company in Malaysia that specializes in fixed income investment, with asset under management exceeding RM836 million as at 30 April 2009.

The Manager has discretion over the investments of the Fund but is subject to Guidelines and Relevant laws, the requirements of this Information Memorandum.

The Manager believes that asset prices are inter-related in different economies as well as between different asset classes. A "top-down" macro view is adopted before devising an appropriate investment strategy. The portfolio of investments in fixed income instruments is then constructed after this macro economic assessment and their impact on the fixed income asset class in Malaysia.

10.2 Roles & Functions of the Manager

The roles and functions of the Manager include the following:-

- a) It shall be the principal duty of the Manager to manage and administer the Fund and its business in a proper, diligent and efficient manner in accordance with the Deed, all relevant laws, this Information Memorandum, and acceptable and efficacious business practice within the fund management industry in Malaysia.
- b) Maintaining proper records of the Fund.
- c) Conducting sales and repurchase of the units of the Fund.
- d) Distributing statements and reports as and when required to the registered Unitholders.
- e) Ensuring the Units of the Fund are valued and priced correctly according to the provisions of the Deed.
- f) Delivering to the SC any statements, documents, books and other particulars as may be required by the SC from time to time.
- g) Ensuring that the Deed and this Information Memorandum are at all times in compliance with the Act, the Guidelines and relevant laws.
- h) Ensuring that the Investment Committee meeting convened quarterly or any other interval as deemed appropriate by the Manager from time to time.

10.3 Profile of Board of Directors & Key Management Staff

10.3.1 Board of Directors

Shaun Chan Choong Kong, Director

Mr. Chan has over 24 years of investment management/advisory experience. He started with HSBC Asset Management in Hong Kong where he eventually became the Chief Investment Officer for the Asian ex Japan markets. He was responsible for over USD3.2 billion of assets under management and a team of ten investment professionals. He was a pioneering investor in the emerging Asian markets and helped launch the Korean Asian Fund, which makes him one of the first foreign institutional investor in Korea. He also worked with the Asian Development Bank in launching the Asean Fund (1988) and the Asian Convertible Fund (1991). In 1993, Mr. Chan left HSBC to establish the Asian business for TCW Group Inc., a leading US based pension fund manager and grew the Asian business to over USD1.5 billion under management.

Thereafter Mr. Chan left Hong Kong in 1996 to return to Malaysia where he established Gadek Asset Management as a principal shareholder and managing director before selling it to Phileo Allied Bank in 1998. The company was renamed Phileo Asset Management Sdn Bhd and established a niche in the management of fixed income products and other unit trust assets. Mr.

Chan was also a non-executive director of Phileo Allied Berhad. He left Phileo in 1999 to establish Opus Capital Sdn Bhd., focusing on the provision of investment advisory services to several offshore private equity and real estate investment funds.

Mr. Chan graduated from Trinity College, Cambridge with a degree in Economics. Mr. Chan currently holds a Capital Markets Services Representatives Licence and he held an Investment Manager's licence in Hong Kong (1986 to 1997) and a Fund Manager Representative's licence in Malaysia (1997 to 1999).

Siaw Wei Tang, Managing Director / Chief Investment Officer

Mr. Siaw started his career as a Risk Manager and Actuarial Consultant at NMG Risk Managers & Actuaries Sdn Bhd. in 1995. A year later, he joined Gadek Asset Management (later renamed Phileo Asset Management Sdn Bhd) as the fixed income portfolio manager, where he stayed for 4 years. He joined Hong Leong Group (HLG) in 2000, managing up to RM3 billion in fixed income at HLG Asset Management (fund manager) and Hong Leong Assurance Bhd. (Chief Investment Officer). Thus, Mr. Siaw has extensive experience in fixed income securities in Malaysia.

Mr. Siaw holds a M.Sc degree in International Banking & Financial Studies, University of Southampton, and B.Sc (Honours) degree in Actuarial Mathematics & Statistics from Heriot Watt University, both in United Kingdom. He holds a Capital Markets and Services Representatives Licence.

Azam Azman, Non-Executive Director

Encik Azam, has over 18 years of banking/investment experience with more than 12 years experience in private equity. Encik Azam was a Public Bank Group scholar and commenced his career with the Bank in 1989. In 1992, he joined HSBC Group and was later trained in Hong Kong. Whilst with HSBC group, he has served several areas of the group including HSBC Securities Services and Corporate Banking, as part of the Bank's lending team.

Encik Azam joined Gadek Asset Management Sdn Bhd in 1997, which was later renamed Phileo Asset Management Sdn Bhd; he was then heading a dedicated private equity investment team. He was also part of Pan Asia Capital Manager Ltd investment team covering the Asian region. Together with Mr. Chan in 1999, Encik Azam established Opus Capital Sdn Bhd which he continued to manage the private equity business.

Encik Azam read accountancy at the University of East London, England and obtained a Bachelor of Arts (Honours) degree in Accounting and Finance. Encik Azam currently holds a Capital Market Services Representatives' Licence and he previously held a Fund Manager's Representative Licence (1998 to 2000).

He is a member of Institut Bank-Bank Malaysia (IBBM) and previously a member of the Venture Capital Consultative Council, under the purview of the National Economic Action Council (NEAC). Encik Azam was the Chairman of the Malaysian Venture Capital and Private Equity Association (MVCA) where he completed the full 2 years term.

10.3.2 Key Management Staff

Ng Lee Peng, Head of Fixed Income

Ms Ng started her career as an Assistant Accountant with Phillip Commodities (M) Sdn Bhd in 1991. In 1992, she joined D&C Bank (now known as RHB Bank) as a management trainee specializing in the area of credit. She was later posted to head the credit department of the Port Klang Branch, which was categorized as a corporate branch, servicing mainly corporate clients from the industrial area around Port Klang. Her job function includes marketing, submission of credit reports for approval and also loan recovery. In 1997, she left to join EON Bank and was attached to the Corporate & Commercial Banking at Head Office. Besides doing marketing and credit proposals, she also evaluates credit reports submitted by branches and gives her recommendation to the Credit Committee. She then joined the Investment Department of Hong Leong Assurance Bhd in 1999, managing the fixed income portfolio which grew from less than RM500million to about approximately RM1.5 billion.

Ms Ng graduated from Monash University, Australia and holds a Bachelor of Economics majoring in Accounting. She is also a Certified Practicing Accountants of Australia CPA. She holds a Capital Markets Services Representative's Licence.

Ken Tan Kiat Hwa, Compliance Officer

Mr Tan is a Certified Practicing Accountant of CPA Australia and a member of Malaysian Institute of Accountant. His career started off as an auditor with Arthur Andersen in Singapore from 1990 to 1993. He returned to Malaysia to join a consultancy firm, as a Consultant specializing in privatization, financial, tax and franchise consultancy over the next three years and later he served as Financial Controller and Head of Finance Departments in various companies. He has extensive experience in finance and accounting, administration, human resources and operations functions.

Mr Tan graduated with a Bachelor Degree of Commerce from the University of Melbourne, Australia. He also holds a Master of Business Administration Degree from the University of Strathclyde, United Kingdom.

Noorshidah Ismail, Head of Business Development & Client Services

Noorshidah has vast experience in sales and marketing of financial and investment products. She started her career as a Loan Executive with Hong Leong Finance Berhad in 1984. Noorshidah later joined Standard Chartered Bank in 1990 as the Mortgage Sales Manager. In Standard Chartered Bank, she was responsible for the sales and marketing of mortgage loans in the Northern Region. She was also responsible for the setting-up of mortgage centre in Penang branch. Noorshidah later joined PhileoAllied Bank in 1998 as Manager, Priority & Private Banking. She was responsible for the setting-up of Priority Banking Centre in Penang, which caters to high networth individuals. She was also directly accountable for the centre's sales and profitability.

Before joining Opus Asset Management Sdn Bhd, Noorshidah was with PM Securities Sdn Bhd – a stockbroking company. She started as General Manager, Business Development and subsequently, she was appointed as Head of Dealing in the company.

She graduated from the University of Oregon, USA with a Bachelor of Science degree in Community Health in 1983. She holds a Capital Markets Services Representatives Licence. She previously held a Dealer's Representative's licence.

10.4 External Fund Accounting Manager and Valuation Agent

The Manager has appointed Deutsche Bank (Malaysia) Berhad to undertake the accounting and valuation function for the Fund.

Under the terms of the Service Agreement, Deutsche Bank (Malaysia) Berhad would amongst others:-

- a) maintain proper accounts in relation to the investments of the Fund including keeping records of all transactions, dividends, interests and income received and distributed;
- b) submitting the Fund's accounts to be audited by the approved company auditor at the end of the Financial Year or whenever required;
- c) produce the Fund's balance sheet, profit and loss statement, transaction statements and reports of assets held by the Fund;
- d) provide the daily valuation and pricing of the Fund; and
- e) carry out the daily notification of Unit prices.

Outsourcing the Fund's accounting and valuation function to an independent party provides added credibility to the accounting and valuation reports produced. In effect investors can be assured of the integrity of the Fund's accounting and valuation reports.

11 THE TRUSTEE

About Deutsche Trustees Malaysia Berhad

Deutsche Trustees Malaysia Berhad (DTMB) (Company No. 763590-H) was incorporated in Malaysia on 22 February 2007 and commenced business in May 2007. The Company is registered as a trust company under the Trust Companies Act 1949, with its business address at Level 20, Menara IMC, 8 Jalan Sultan Ismail, 50250 Kuala Lumpur.

DTMB is a member of Deutsche Bank Group, a leading global investment bank with a strong and profitable private clients franchise. With more than 80,000 employees serving clients in over 70 countries, Deutsche Bank offers unparalleled financial services throughout the world.

Financial position

	31 Dec 2006 (RM)	31 Dec 2007 (RM)	31 Dec 2008 (unaudited) (RM)
Paid-up share capital	N/A	1,900,000	2,400,000
Shareholders' funds	N/A	1,412,382	1,285,795
Revenue	N/A	25,774	857,236
Profit/loss before tax	N/A	(480,089)	(634,116)
Profit/loss after tax	N/A	(487,618)	(626,587)

Experience in trustee business

DTMB is part of Deutsche Bank's Trust & Securities Services, which offers fund administration, trustee services, securities custody, and includes specialist corporate services offices in a number of tax-efficient locations. As such, DTMB has access to the expertise of specialists with extensive knowledge of fund and trustee services, coupled with affiliation with one of the world's largest financial institutions. As at 30 April 2009, DTMB is the trustee for 13 unit trust funds, 4 wholesale funds and 1 exchange-traded fund.

DTMB has suitably qualified and experienced staff in the administration of unit trust funds and has sound knowledge of all relevant laws, codes, rules and best practices governing the Malaysian unit trust industry. As at 30 April 2009, DTMB has 6 staff and all are executives.

DTMB's trustee services are supported by Deutsche Bank (Malaysia) Berhad (DBMB), a subsidiary of Deutsche Bank Group for various functions, including but not limited to Financial Control and Internal Audit.

Board of Directors

Mohd Ridzal bin Mohd Sheriff
R. Bernard Sen Nee Choo Pik Yip
Janet Choi
Lam May Yin
Jalalullail Othman*
Md Nor Ahmad*

* *independent director*

Duties and responsibilities of the Trustee

DTMB's main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interests of Unitholders of the Fund. In performing these functions, the Trustee has to exercise due care and vigilance and is required to act in accordance with the relevant provisions of the Deed, the CMSA and all relevant laws.

Trustee's Statement of Responsibilities

The Trustee has given its willingness to assume the position as trustee of the Fund and is willing to assume all its obligations in accordance with the Deed, SC Guidelines and all relevant laws.

Disclosure on related-party transactions/conflict of interests

The Manager has appointed DBMB to act as fund accounting and valuation agent for the Fund. DTMB has delegated its custodian functions for the Fund to DBMB. Both DTMB and DBMB are subsidiaries of Deutsche Bank AG. DTMB is a separate legal entity with its own Board and Management control. The Board consists of 4 directors who are employees of Deutsche Bank AG (2 of whom are employees of DB Malaysia) and 2 independent directors. There are no common directors and management staff between DTMB and DBMB.

The Fund may invest in products and services offered by Deutsche Bank AG and any of its group companies (e.g. money market placements, structured products etc.). No assurance is given that such related party transactions will not occur. In the event any such related party transactions are proposed, DTMB will rely on the Manager to ensure any related-party transactions, dealings, investments and appointments are on terms which are the best that are reasonably available for or to the Fund and are on an arm's length basis as if between independent parties. While DTMB has internal policies intended to prevent or manage conflicts of interests, no assurance is given that their application will necessarily prevent or mitigate conflicts of interests. DTMB's commitment to act in the best interests of the Unitholders of the Fund does not preclude the possibility of related party transactions or conflicts.

Trustee's delegate

DTMB has appointed DBMB as the custodian of the assets of the Fund. DBMB is a wholly-owned subsidiary of Deutsche Bank AG, one of the world's largest banks. DBMB offers its clients access to a growing domestic custody network that covers over 30 markets globally and a unique combination of local expertise backed by the resources of a leading global bank. With a worldwide team of custody experts, leading-edge technology and a track record of consistent product innovation, DBMB is committed to delivering exceptional and efficient domestic custody services to its clients.

All investments are automatically registered in the name of the Fund. DBMB acts only in accordance with instructions from DTMB.

12 OTHER INFORMATION

12.1 Distributors' Fee

The Manager may appoint distributor(s) for the Fund. Any distributor fee and/or recurring service fee and/or any other fees relating to the distributors will be borne by the Manager and not charged to the Fund or the Unitholder.

12.2 Modification to Information Memorandum

This Information Memorandum may be modified in any manner by a supplemental Information Memorandum deposited with the SC. For the avoidance of doubt, the consent of Unitholders is not required for any modification to this Information Memorandum.

13 TAXATION OF FUND



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9 June 2009

The Board of Directors
Opus Asset Management Sdn Bhd
B-19-2 Northpoint Offices
Mid Valley City
No.1 Medan Syed Putra Utara
59200 Kuala Lumpur

Dear Sirs

**OPUS INSTITUTIONAL INCOME FUND
TAXATION OF THE FUND AND UNIT HOLDERS**

1. INFORMATION ON THE PROPOSED WHOLESALE FUND

We have been provided with an information memorandum for a fixed income portfolio fund known as the Opus Institutional Income Fund ("proposed wholesale fund").

2. A "WHOLESALE FUND" IS A UNIT TRUST

There are no definitions for either "unit trusts" or "wholesale funds" found in the Income Tax Act, 1967 ("ITA"). As such, the Inland Revenue Board ("IRB") would most probably adopt the definitions of these terms issued by the Securities Commission or as defined in the Securities Commission Act, 1993 for tax purposes.

2.1. Unit trusts

Pursuant to the Securities Commission Act, 1993:

"Unit trust scheme" means *any arrangement made for the purpose, or having the effect, of providing facilities for the participation of persons as beneficiaries under a trust in profits or income arising from the acquisition, holding, management or disposal of-*

- (i) securities;*
- (ii) futures contracts; or*
- (iii) any other property.*

2.2. Wholesale funds

Further, the Securities Commission's *Guidelines on Wholesale Funds* issued on 18 February 2009 has defined:

"Wholesale fund" means a unit trust fund, the units of which are issued, offered for subscription or purchase, or for which invitations to subscribe for or purchase the units have been made, exclusively to qualified investors.

Based on the above definitions, wholesale funds fall within the meaning of unit trust schemes. As such, we are of the view that the tax treatments accorded to a unit trust under the ITA should also be applicable to a wholesale fund.

3. TAXATION OF A UNIT TRUST FUND ("THE FUND")

3.1 Taxable income

As the Fund's Trustee is a resident in Malaysia for tax purposes, it thus follows that the Fund is regarded as a Malaysian tax resident. The taxation of the Fund is governed principally by Sections 61 and 63B of the Malaysian Income Tax Act, 1967 ("MITA").

The income of the Fund in respect of dividends, interest or profits from deposits and other investment income derived from or accruing in Malaysia is liable to income tax unless specifically exempted under the law. In this respect, any gains or profits received, in lieu of interest, in transactions conducted in accordance with the principles of Shariah, will be treated as interest and be accorded the same treatment as if they were interest in accordance with Section 2(7) of the MITA. The income tax rate applicable to the Fund is 25% for the year of assessment ("YA") 2009.

Taxable dividends received by the Fund will be taxable but a tax credit will be available for offset wholly or partially against the Fund's tax liability. The excess of tax credit over the tax liability of the Fund, if any, will be refundable to the Fund.

3.2 Exempt income/Non taxable income

(a) Profits from the realization of investments

Gains from sale of investments will not be treated as income of the Fund and hence, are not subject to income tax.

(b) Dividend income

Dividends received by the Fund from other Malaysian entities which are tax exempted are not subject to income tax. This includes dividends distributed under the single tier tax system, introduced by the Government since YA 2008.

(c) Interest income

Interest income received by the Fund from the following are exempt from income tax:-

- (i) Securities or bonds issued or guaranteed by the Government;
- (ii) Debentures, other than convertible stock, approved by the Securities Commission;
- (iii) Bon Simpanan Malaysia issued by Central Bank of Malaysia;
- (iv) Deposits with banks or financial institutions licensed under the Banking and Financial Institutions Act 1989 or the Islamic Banking Act 1983;
- (v) Islamic securities originating from Malaysia, other than convertible loan stock issued in any currency other than Ringgit and approved by the Securities Commission;
- (vi) Any savings certificates issued by the Government;
- (vii) Non-convertible loan stock issued by companies listed on the Malaysian Exchange of Securities Dealing and Automated Quotation Berhad (MESDAQ); and
- (viii) Bonds and securities issued by Pengurusan Danaharta Nasional Berhad.

(d) Discount income or profit derived

The following discount income and profit received by the Fund are exempt from income tax:-

- (i) Discount income received on the securities and debentures mentioned in items 1.2 (c) (i) to (iii) above; and
- (ii) Discount or profit received from the sale of bonds or securities issued at a discount without interest payable by Pengurusan Danaharta Nasional Berhad or Danaharta Urus Sendirian Berhad.

(e) Foreign source income

The Fund may receive dividends, profits and other income from investments outside Malaysia. Income derived from sources outside Malaysia and received in Malaysia by the Fund is exempt from Malaysian income tax. However, such income may be subject to tax in the country from which the income is derived.

3.3 Deductibility of expenses

Section 33(1) of the MITA allows expenses incurred "wholly and exclusively in the production of gross income" to be deductible against the gross income, e.g. interest incurred on a loan to finance investments can be deducted against the dividend or interest income from that investment.

In addition, Section 63B allows partial deduction for other non-direct expenses known as "permitted expenses". "Permitted expenses" comprise the manager's remuneration, charges for maintenance of register of unit holders, share registration expenses, secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage. The amount deductible is calculated based on the formula below:

$$A \times \frac{B}{4C}$$

- where
- A is the total of the permitted expenses incurred for that basis period;
 - B is gross income consisting of dividends, interest and rent chargeable to tax for that basis period; and
 - C is the aggregate of the gross income consisting of dividends (whether exempt or not), interest and rent, and gains made from the realisation of investments (whether chargeable to tax or not) for that basis period.

Provided that the amount of deduction to be made shall not be less than 10% of the total permitted expenses incurred for that basis period. In short, the deductible expenses will be a minimum of 10% and a maximum of 25% of the total permitted expenses.

Should the deduction exceeds the income assessable to tax, the excess is not allowed to be carried forward for offset against the income of future years of assessment.

3.4 Real Property Gains Tax ("RPGT")

Gains on disposal of investments by the Fund including gains from disposals of real properties or shares in real property companies, will be exempted from RPGT pursuant to the Real Property Gains Tax Exemption (No. 2) Order 2007.

4. TAXATION OF UNIT HOLDERS

4.1. Distribution of taxable income

Unit holders will be taxed on their share of the total taxable income of the Fund distributed to them. This income distribution carries with it a tax credit for the tax paid by the Fund on its taxable income. This tax credit may be utilised by the unit holders to set off the tax payable by them. The tax authorities will refund any excess of tax credit over tax chargeable on the unit holder.

Distributions of income from the Fund received by individuals and other non-corporate unit holders who are resident in Malaysia, for tax purposes, will be taxed at graduated rates. Individuals and other non-corporate unit holders who

are not resident in Malaysia, will be subject to tax at the non-resident rate of 27% (for YA 2009 and onwards) on the distributions of income received.

Corporate unit holders, whether resident or not resident in Malaysia, will be subject to tax at the corporate tax rate of 25% for YA 2009 on the distributions of income from the Fund received by them. For small and medium scale companies, the corporate tax rate applicable is 20% on the chargeable income up to RM500,000 and 25% on the amount exceeding RM500,000 (for YA 2009 and onwards).

4.2 Distribution of tax exempt income

Distributions of tax exempt income by the Fund from gains from realisation of investments, exempted interest/discount income, non-taxable single tier dividends, exempted dividends and foreign sourced income, will be exempted from tax in the hands of the unit holders.

4.3 Unit splits and sale, transfer and redemption of units

Unit splits issued by the Fund are not taxable in the hands of the unit holders. Any gains realised by unit holders (other than dealers in securities, insurance companies or financial institutions) from the sale, transfer or redemption of the units are treated as capital gains and thus, will not be taxable.

However, the gains realized by a person trading or dealing in securities, insurance companies or financial institutions are generally regarded as business income and are subject to income tax.

We hereby confirm that, as at the date of this letter, the statements made correctly reflect our understanding of the tax position under the current Malaysian tax legislation and the related interpretation and practice thereof, all of which are subject to change, possibly on a retrospective basis. Unit holders are advised to seek professional advice on their respective tax positions.

Yours faithfully
Horwath KL Tax Sdn Bhd



Poon Yew Hoe
Director