Dated 23 September **2024**

STATE STREET GLOBAL ADVISORS SINGAPORE LIMITED

as Manager

and

HSBC INSTITUTIONAL TRUST SERVICES (SINGAPORE) LIMITED

as Trustee

SEVENTH AMENDING AND RESTATING DEED

(amending and restating the Trust Deed dated 21 June 2005
constituting
ABF PAN ASIA BOND INDEX FUND
as amended by an Amending and Restating Deed dated 28 June 2006,
a Second Amending and Restating Deed dated 28 June 2007,
a Supplemental Deed dated 27 June 2008,
a Third Amending and Restating Deed dated 24 June 2011,
a Fourth Amending and Restating Deed dated 10 July 2018,
a Fifth Amending and Restating Deed dated 27 December 2019 and
a Sixth Amending and Restating Deed dated 17 August 2020)

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THIS SEVENTH AMENDING AND RESTATING DEED is made on 23 September 2024

BETWEEN

(A) **STATE STREET GLOBAL ADVISORS SINGAPORE LIMITED (Company Registration No.: 200002719D)**, a company incorporated under the laws of Singapore, whose registered office in Singapore is at 168 Robinson Road, #33-01, Capital Tower, Singapore 068912 and with a branch in Hong Kong situated at 68/F Two International Finance Centre, 8 Finance Street, Central, Hong Kong, acting solely in its capacity as the Manager of ABF Pan Asia Bond Index Fund (acting through both its Singapore office and its Hong Kong branch); and

(B) **HSBC INSTITUTIONAL TRUST SERVICES (SINGAPORE) LIMITED (Company Registration No.: 194900022R)**, a trust company incorporated under the laws of Singapore whose registered office is at 10 Marina Boulevard, Marina Bay Financial Centre, Tower 2, #48-01 Singapore 018983, acting solely in its capacity as the Trustee of ABF Pan Asia Bond Index Fund.

WHEREAS

(I) This Seventh Amending and Restating Deed amends and restates a deed of trust dated 21 June 2005 (the "**Principal Deed**") made between (1) the Manager and (2) the Trustee, constituting a unit trust known as "**ABF PAN ASIA BOND INDEX FUND**" (the "**Trust**"), as amended by an amending and restating deed dated 28 June 2006 (the "**Amending and Restating Deed**"), a second amending and restating deed dated 28 June 2007 (the "**Second Amending and Restating Deed**"), a supplemental deed dated 27 June 2008 (the "**Supplemental Deed**"), a third amending and restating deed dated 24 June 2011 (the "**Third Amending and Restating Deed**"), a fourth amending and restating deed dated 10 July 2018 (the "**Fourth Amending and Restating Deed**"), a fifth amending and restating deed dated 27 December 2019 (the "**Fifth Amending and Restating Deed**"), and a sixth amending and restating deed dated 17 August 2020 (the "**Sixth Amending and Restating Deed**"), each made between the same parties. The Principal Deed as amended by the Amending and Restating Deed, the Second Amending and Restating Deed, the Supplemental Deed, the Third Amending and Restating Deed, the Fourth Amending and Restating Deed, the Fifth Amending and Restating Deed and the Sixth Amending and Restating Deed shall hereinafter be referred to as the "**Deed**".

(II) The Trustee and the Manager are desirous of amending the Deed to update the definitions of "Business Day", "Extreme Conditions", "Hong Kong Business Day" and to include the corresponding definitions of "SW Conditions" and "SWT Day" to align with the changes in trading arrangements by The Stock Exchange of Hong Kong Limited.

(III) Pursuant to Clause 38.1 of the Deed, the Manager and the Trustee have agreed to enter into this Seventh Amending and Restating Deed to amend and restate the provisions of the Deed in the manner set out in the Amended and Restated Deed in the Schedule to provide for the matters referred to above.

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. INTERPRETATION

1.1 Construction of Certain References

All terms and references used in the Deed and which are defined or construed in the Deed but are not defined or construed in this Seventh Amending and Restating Deed shall have the same meaning and construction in this Seventh Amending and Restating Deed. Unless otherwise stated, references to "**Clauses**" and the "**Schedule**" are to be construed as references to the clauses of and the schedule to this Seventh Amending and Restating Deed.

1.2 Headings

The headings in this Seventh Amending and Restating Deed are inserted for convenience only and shall be ignored in construing this Seventh Amending and Restating Deed.

1.3 Definitions

"**Amended and Restated Deed**" means the Deed as amended and restated pursuant to this Seventh Amending and Restating Deed and as set out in the Schedule.

2. TRUSTEE'S CERTIFICATION

2.1 The Trustee hereby certifies pursuant to Clause 38.1 of the Deed that in its opinion the alterations, modifications or variations to the Deed hereby effected by this Seventh Amending and Restating Deed as reflected in Clauses 1.1 (definitions of "Authority", "Business Day", "CPF Act", "Extreme Conditions", "Hong Kong Business Day", "Securities and Futures Act", "SW Conditions" (new) and "SWT Day" (new)), 27.28 and 44 of the Amended and Restated Deed are not materially prejudicial to the interest of the Holders, do not to any material extent release the Trustee or the Manager or any other person from any liability to the Holders and do not increase the costs and charges payable out of the Trust (other than costs incurred in altering, modifying or varying the Deed).

3. AMENDMENTS TO AND RESTATEMENT OF THE DEED

3.1 Amendment and Restatement of Deed

The Manager and Trustee agree that the Deed shall, with effect on and from 23 September 2024 (the "**Effective Date**") and subject to Clause 3.2 below, be amended and restated in the form of the Amended and Restated Deed set out in the Schedule so that the rights and obligations of the Manager, the Trustee and of each Holder, under the Deed, shall, on and after the Effective Date, be governed by, and construed in accordance with, the terms of the Amended and Restated Deed.

3.2 **Accrued Rights and Interests Not Affected**

Nothing in this Seventh Amending and Restating Deed and the Amended and Restated Deed shall affect any accrued rights or interests of the Manager, the Trustee or of the Holders under the Deed existing immediately prior to the Effective Date.

4. **RIGHTS OF THIRD PARTIES**

A person who is not a party to this Seventh Amending and Restating Deed has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of this Seventh Amending and Restating Deed.

5. **GOVERNING LAW AND JURISDICTION**

This Seventh Amending and Restating Deed shall be governed by, and construed in accordance with, the laws of Singapore.

THE SCHEDULE - FORM OF AMENDED AND RESTATED DEED

Originally dated 21 June 2005 as amended by
an Amending and Restating Deed dated 28 June 2006,
a Second Amending and Restating Deed dated 28 June 2007,
a Supplemental Deed dated 27 June 2008,
a Third Amending and Restating Deed dated 24 June 2011,
a Fourth Amending and Restating Deed dated 10 July 2018,
a Fifth Amending and Restating Deed dated 27 December 2019,
a Sixth Amending and Restating Deed dated 17 August 2020 and
a Seventh Amending and Restating Deed dated 23 September 2024

STATE STREET GLOBAL ADVISORS SINGAPORE LIMITED

as Manager

and

HSBC INSTITUTIONAL TRUST SERVICES (SINGAPORE) LIMITED

as Trustee

AMENDED AND RESTATED

D E E D O F T R U S T

constituting

ABF PAN ASIA BOND INDEX FUND

With effect from the Effective Date

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THIS DEED WITNESSETH AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

1.1 Unless the context otherwise requires the following words or expressions shall have the meanings respectively assigned to them, namely:-

"**Accounting Date**" means 30 June in each year, or such other date in each year as the Manager may from time to time determine with the prior approval of the Trustee and upon giving prior notice to the Holders, if so required by the Trustee, or (in the case of the final Accounting Period) the date on which the final distribution is transferred to the Distribution Account;

"**Accounting Period**" means a period ending on and including the next Accounting Date and commencing (in the case of the first such period) on the Initial Issue Date and ending on 30 June 2006 or (in any other case) from the end of the preceding Accounting Period;

"**Additional Cash Deposit**" has the meaning given to it in Clause 12.1.1;

"**Additional Margin**" has the meaning given to it in Clause 12.1.3;

"**Administrator**" means the person or persons for the time being appointed by the Trustee with the prior approval of the Manager, and/or appointed by the Manager with the prior approval of the Trustee, to administer the Trust;

"**Asian Currencies**" means China Yuan Renminbi, Hong Kong Dollars, Indonesian Rupiah, Korean Won, Malaysia Ringgits, Philippine Pesos, Singapore Dollars and Thai Baht and "**Asian Currency**" means any of such currencies;

"**Asian Governments**" means the governments of China, Hong Kong, Indonesia, Korea, Malaysia, Philippines, Singapore and Thailand and "**Asian Government**" means any one of them;

"**Auditors**" means the accountant or accountants for the time being appointed as auditors of the Trust by the Manager, with the prior approval of the Trustee and the Supervisory Committee, in accordance with the provisions of Clause 21;

"**Authority**" means the Monetary Authority of Singapore established by the Monetary Authority of Singapore Act 1970 of Singapore;

"**Authorized Participant**" means a broker or custodian who is a participant in CCASS, or who is able to effect transactions through a participant in CCASS, and who has entered into a Participant Agreement in form and substance acceptable to the Manager and the Trustee;

"**Best Execution**" has the meaning given to it in the Code;

"**Business Day**" means any day on which commercial banks are open for business in Singapore and Hong Kong and (i) the Stock Exchange is open for normal trading (inclusive of an SWT Day, other than a day on which trading on the Stock Exchange is scheduled to close prior to its regular weekday closing time) and (ii) the Pan-Asia Index is compiled and published (or such other day or days as may from time to time be determined by the Manager and the Trustee);

"**Cash Cut-off Time**" has the meaning given to it in Clause 12.1.1;

"**Cash Issue Component**" means, in relation to any *in specie* subscription of Creation Units pursuant to Clause 11.1, the amount of cash required to be paid per Creation Unit on the issue of those Units, which amount shall be equal to the difference between the Subscription Value at the Valuation Point on the relevant Transaction Date and the Value of the Index Securities and Non-Index Securities exchanged *in specie* for those Units and vested in the Trustee in accordance with Clause 11, calculated as at the Valuation Point on that Transaction Date;

"**Cash Redemption Component**" means, in relation to any *in specie* redemption of Redemption Units pursuant to Clause 14.3, the amount of cash required to be paid per Redemption Unit on a redemption of Units in a Redemption Unit aggregation, which amount shall be equal to the difference between the Redemption Value at the Valuation Point on the relevant Transaction Date on which such Units are redeemed and the Value of the Index Securities and Non-Index Securities transferred *in specie* to the redeeming Holder in respect of such Units in accordance with Clause 14, calculated as at the Valuation Point on that Transaction Date;

"**CCASS**" means the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited or any successor system operated by Hong Kong Securities Clearing Company Limited or any successor thereto;

"**China**" or "**PRC**" means the People's Republic of China, excluding for the purpose of this Deed, Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan;

"**Code**" means the Code on Collective Investment Schemes dated April 2011 issued by the Authority pursuant to the Securities and Futures Act as in force from time to time and as may be amended or supplemented from time to time;

"**Code Investment Guidelines**" means the core investment guidelines set out in Appendix 1 of the Code and the guidelines for index funds set out in Appendix 5 of the Code, as in force from time to time and as may be amended or supplemented from time to time;

"**Commission**" means the Securities and Futures Commission of Hong Kong established by the Securities and Futures Ordinance;

"**Connected Person**" means, in relation to any company (the "**relevant person**"):

(a) any person beneficially owning, directly or indirectly, twenty per cent or more of the ordinary share capital of the relevant person or able to exercise, directly or indirectly, twenty per cent or more of the total voting rights attributable to the voting share capital of the relevant person;

(b) any person or company controlled by any such person as is described in paragraph (a) above; for this purpose "control" of a company means:

(i) control (either direct or indirect) of the composition of the board of directors of that company; or

(ii) control (either direct or indirect) of more than half the voting rights attributable to the voting share capital of that company; or

(iii) the holding (either directly or indirectly) of more than half of the issued share capital (excluding any part of it which confers no right to participate beyond a specified amount in a distribution of either profits or capital),

provided always that if the Trustee and the Manager agree some other definition acceptable to the Commission of the expression "control" such definition shall be substituted for the above definition thereof;

(c) any company which is a holding company or subsidiary (within the meaning of sections 13 and 15 respectively of the Companies Ordinance (Cap. 622) of the laws of Hong Kong) of the relevant person or a subsidiary of any such holding company; and

(d) any director or other officer of the relevant person or of any company which is a Connected Person of the relevant person pursuant to paragraph (a), (b) or (c) above;

"**CPF**" means the Central Provident Fund;

"**CPF Accounts**" means the accounts (whether designated as Ordinary Accounts, Special Accounts or any other relevant accounts) of CPF members maintained with the CPF;

"**CPF Act**" means the Central Provident Fund Act 1953 of Singapore;

"**CPF Agent Bank**" means any agent bank appointed by the CPF Board for the purposes of the CPFIS Regulations;

"**CPF Board**" means the Board of the CPF established pursuant to the CPF Act;

"**CPF Investment Account**" means an account opened by a member of CPF with a CPF Agent Bank from which CPF moneys may be withdrawn for the purchase of units in a CPFIS Included Fund or other such investments approved by the CPF Board;

"**CPF Investment Guidelines**" means the CPF Investment Guidelines issued by the CPF Board for CPFIS Included Funds and as the same may be modified, amended, supplemented or revised by the CPF Board from time to time;

"**CPFIS**" means the CPF Investment Scheme (as defined in the CPFIS Regulations) or such other scheme as shall from time to time replace it;

"**CPF moneys**" means moneys from a CPF member's CPF Account or CPF Investment Account;

"**CPFIS Included Fund**" means a collective investment scheme included by the CPF Board for investment by CPF members under the CPFIS;

"**CPFIS Regulations**" means the Central Provident Fund (Investment Schemes) Regulations issued under the CPF Act, as the same may be modified, amended, supplemented, re-enacted or reconstituted from time to time;

"**Creation Dealing Deadline**", in relation to any particular Dealing Day, means 12 noon Hong Kong time (or such other time as the Manager (with the prior approval of the Trustee) may from time to time determine and upon five Business Days prior notice given to Authorized Participants) on that Dealing Day;

"**Creation Unit**" means, in relation to the creation of Units, a multiple of 20,000 Units or such other multiple as from time to time determined by the Manager with the prior approval of the Trustee and specified in the Prospectus provided that prior notice of any increase in the size of the Creation Unit shall be given to Holders, if so required by the Trustee;

"**Custodian**" means the person or persons for the time being appointed by the Trustee with the prior approval of the Manager as the custodian of the Trust to hold all the assets and property of the Trust;

"**Dealing Day**" means each Business Day during the continuance of the Trust (commencing on the Initial Issue Date) and/or such other day or days as the Manager may from time to time determine with the prior approval of the Trustee, provided that prior notice of any such determination shall be given by the Manager to all Holders at such time and in such manner as the Trustee may require;

"**Deposit Basket**" means, in relation to any *in specie* subscription of Creation Units pursuant to Clause 11.1, a portfolio of Index Securities and Non-Index Securities determined and designated or approved by the Manager from time to time for the purposes of the creation of Units *in specie* in a Creation Unit aggregation;

"**Deposit Securities**" means, in relation to any *in specie* subscription of Creation Units pursuant to Clause 11.1, the Index Securities and Non-Index Securities comprising a Deposit Basket to be deposited, subject to Clause 11.5, with the Trust by or for the account of an Authorized Participant pursuant to a creation application submitted by that Authorized Participant in accordance with Clause 11;

"**Deposited Property**" means all the assets (including cash) for the time being held or deemed to be held upon the trusts of this Deed excluding (i) the Income Property and (ii) any amount for the time being standing to the credit of the Distribution Account;

"**derivative instruments**" refers to the term "financial derivative instruments" as defined in accordance with the SFC Code;

"**Distribution Account**" means any account entitled Distribution Account referred to in Clauses 18.1 and 18.2;

"**Distribution Date**" means each Final Distribution Date and each Interim Distribution Date;

"**Distribution Period**" means a period commencing (in the case of the first such period) on the Initial Issue Date or (in any other case) from and including the day after the Ex. Dividend Date of the preceding Distribution Period and ending on and including the Ex. Dividend Date immediately preceding the Final Record Date for that period;

"**Duties and Charges**" means, in relation to any particular transaction or dealing, all stamp and other duties, taxes, government charges, brokerage, bank charges, transfer fees, registration fees, transaction levies and other duties and charges whether in connection with the constitution of the Deposited Property or the increase or decrease of the Deposited Property or the creation, issue, transfer, cancellation or redemption of Units or the acquisition or disposal of Investments or otherwise which may have become or may be payable in respect of, and whether prior to, upon or after the occasion of, any transaction or dealing. This may include, in relation to an issue of Units and a redemption of Units, a charge (if any) of such amount or at such rate as is determined by the Manager to be made for the purpose of compensating or reimbursing the Trust for the difference between (a) the prices used when valuing the Investments in the Trust for the purpose of such issue or redemption of Units and (b) (in the case of an issue of Units) the prices which would be paid when acquiring the same Investments if they were acquired by the Trust with the amount of cash received by the Trust upon such issue of Units and (in the case of a redemption of Units) the prices which would be obtained when selling the same Investments if they were sold by the Trust in order to realise the amount of cash required to be paid out of the Trust upon such redemption of Units;

"**EMEAP**" means the Executives' Meeting of East Asia and Pacific Central Banks, a group of Central Banks and Monetary Authorities comprising: Reserve Bank of Australia, People's Bank of China, Monetary Authority of Hong Kong, Bank Indonesia, Bank of Japan, Bank of Korea, Bank Negara Malaysia, Reserve Bank of New Zealand, Bangko Sentral ng Pilipinas, Monetary Authority of Singapore and Bank of Thailand;

"**Ex. Dividend Date**" means each date in each year which falls one Hong Kong Business Day (or such other number of days as may from time to time be determined by the Manager with the prior approval of the Trustee) immediately before a Record Date being the date or dates in each year for the purpose of allocating the Income Property and any Net Realized Capital Gains (or such proportion thereof determined in accordance with Clause 18) for distribution to Holders of record on the following Record Date;

"**Extraordinary Resolution**" means:

(a) a resolution passed at a meeting of Holders duly convened and held in accordance with the provisions contained in the First Schedule and carried by a majority of not less than 75 per cent in number of the total number of votes of those present and entitled to vote in person or by proxy cast at the meeting; or

(b) a resolution in writing signed by or on behalf of the Holders of not less than 75 per cent of all the Units outstanding for the time being in issue;

"**Extreme Conditions**" means the occurrence of "extreme conditions" as announced by any government authority of Hong Kong due to serious disruption of public transport services, extensive flooding, major landslides, large-scale power outage or any other adverse conditions;

"**Final Distribution Date**" means the date in each year determined by the Manager (with the prior approval of the Trustee) as the date for the final distribution of Income Property and Net Realized Capital Gains (if any) (or such proportion thereof determined in accordance with

Clause 18) during and on account of the relevant Distribution Period (or any such other date as the Manager and the Trustee shall agree);

"**Final Record Date**" means the Record Date in each year immediately preceding the Final Distribution Date for that year;

"**Fund Assets**" means all the assets for the time being and from time to time held or deemed to be held upon the trusts of this Deed including all Deposited Property and Income Property but excluding any amount for the time being standing to the credit of the Distribution Account;

"**Holder**" means the person for the time being entered in the Register as the holder of a Unit and (where the context so admits) persons jointly so entered;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**Hong Kong Business Day**" means any day on which the Stock Exchange is open for normal trading (inclusive of an SWT Day) other than a day on which trading on the Stock Exchange is scheduled to close prior to its regular weekday closing time (or such other day or days as may from time to time be determined by the Manager and the Trustee);

"**IFRS**" shall have the meaning as set out in Clause 21.2;

"**Income Property**" means:

the sum of

(a) all interest, coupons, dividends and other sums deemed by the Manager to be in the nature of income (including taxation repayments, if any) received or receivable by the Trustee in respect of the Deposited Property (whether in cash or, without limitation, by warrant, cheque, money, credit or otherwise or the proceeds of sale of any Income Property received in a form other than cash);

(b) that part of the Issue Price received or receivable by the Trustee on an issue of Units representing the Income Property comprised in the Fund Assets; and

(c) all interest and other sums received or receivable by the Trustee in respect of (a) or (b) of this definition;

less

(d) that part of the Redemption Value received or receivable by the Holder on a redemption of Units representing the Income Property comprised in the Fund Assets;

(e) any amount for the time being standing to the credit of the Distribution Account or previously distributed to Holders; and

(f) any sums applied towards payment of the fees, costs and expenses payable by the Trust from the Income Property,

but shall exclude (i) the Deposited Property; and (ii) gains arising from the realisation of Investments;

"**Index Depository**" means any securities system or depository in, with or through which any Index Securities (or Non-Index Securities held by the Trust) are deposited, cleared or settled;

"**Index Licensor**" means the licensor for the time being of the Pan-Asia Index, being Markit Indices Limited, or such successor or such other person which licences the Pan-Asia Index or any Successor Index to the Trustee and the Manager in respect of the Trust;

"**Index Securities**" means Asian Currency denominated debt obligations issued or guaranteed by an Asian Government, by an agency or instrumentality of an Asian Government, by an Asian Government sponsored entity or a quasi Asian Government entity and Asian Currency denominated debt obligations issued by a supranational financial institution or by an agency or instrumentality of any supranational financial institution or by an entity sponsored by any supranational financial institution, in each case as determined by the Index Licensor and which are for the time being constituent securities of the Pan-Asia Index;

"**Initial Issue Date**" means the date of the first issue of Units, as determined by the Manager with the prior approval of the Trustee;

"**Initial Issue Price**" in relation to each Unit, means US$100 per Unit or such other amount as determined by the Manager for the first issue of Units;

"**Initial Offer Period**" has the meaning given to it in Clause 8.1;

"**Interim Accounting Date**" means 31 December in each year and/or such other date or dates as the Manager and the Trustee may agree provided that there shall be no Interim Accounting Date after the date in each year on which the final distribution of Income Property and Net Realized Capital Gains (if any) is transferred to the Distribution Account;

"**Interim Distribution Date**" means the date or dates, in each year, determined by the Manager (with the prior approval of the Trustee) as the date or dates for interim distributions of Income Property and Net Realized Capital Gains (if any) (or such proportion thereof determined in accordance with Clause 18) during and on account of the relevant Distribution Period (or any such other date or dates as the Manager and the Trustee may agree (provided that there shall be no Interim Distribution Date after the final Distribution Date occurring in any Distribution Period));

"**Investment Objective**" has the meaning given to it in Clause 15.1;

"**Investments**" means Index Securities and, as the case may be, any other investments of the Trust permitted under this Deed, including without limitation Non-Index Securities and investments of the type permitted under Clause 15;

"**Issue Price Per Creation Unit**" means the price per Creation Unit aggregation (other than the Initial Issue Price) at which Units are from time to time issued or to be issued, and which shall be the price per Creation Unit ascertained in accordance with the provisions of Clause 10.2;

"**Issue Price Per Unit**" means the price per Unit (other than the Initial Issue Price) at which Units are from time to time issued or to be issued and which shall be the price per Unit ascertained in accordance with the provisions of Clause 10.3;

"**Issue Price**" means (i) the Issue Price per Creation Unit; or (ii) (in the case of an issue of Units other than in a Creation Unit aggregation) the Issue Price per Unit multiplied by the number of Units to be created, as the context requires;

"**JH Signatory**" in relation to the joint Holders of any Unit means:

(a) such one or more of those joint Holders as may at the time of their first application for Units be specified in writing to the Trustee signed by each of those joint Holders or thereafter specified by notice in writing to the Registrar signed either by each of those joint Holders or by the Holder or (if more than one) each Holder who immediately prior thereto was a JH Signatory; or

(b) in case of there being no JH Signatory so specified or the death or incapacity of the JH Signatory or (if more than one) each JH Signatory, any one of those joint Holders;

"**Licence Agreement**" means, collectively, the licence agreement entered into between International Index Company Limited (now known as Markit Indices Limited), the Manager and the Trustee dated 23 June 2005 relating to the "Markit iBoxx ABF Pan-Asia Index" or if the licence agreement relating to the "Markit iBoxx ABF Pan-Asia Index" is for any reason terminated, any subsequent licence agreement entered into by the Manager and the Trustee with the Index Licensor relating to the Pan-Asia Index including any Successor Index;

"**Management Fee**" means any sum to which the Manager may become entitled pursuant to the provisions of Clause 22.1;

"**Manager**" means State Street Global Advisors Singapore Limited or such successor entity to State Street Global Advisors Singapore Limited or such other person for the time being appointed as the manager of the Trust in succession to State Street Global Advisors Singapore Limited under the provisions of Clause 29;

"**month**" means a calendar month;

"**Net Realized Capital Gains**" means gains arising from the sale, maturity, early call or other disposition of Investments after deduction therefrom of all payments made thereout and such provision as the Manager shall think fit for amounts (including taxation) prospectively payable from such gains pursuant to the provisions of this Deed;

"**Non-Eligible Person**" means a person as defined in Clause 35.1;

"**Non-Index Securities**" means US$ denominated securities and Asian Currency denominated securities which are not Index Securities but which are issued by an issuer of any Index Security and are, in the opinion of the Manager, substantially similar to comparable Index Securities and are likely to behave in such manner that is consistent with the Investment Objective;

"**Pan-Asia Index**" means the "Markit iBoxx ABF Pan-Asia Index" created, maintained and calculated by Markit Indices Limited, the total return of which the Manager has determined that the Trust's performance (before fees and expenses) is intended to track closely or if the "Markit iBoxx ABF Pan-Asia Index" ceases to be compiled or published or if the Licence Agreement with respect to the "Markit iBoxx ABF Pan-Asia Index" is terminated for any reason, such alternate or successor index as the Manager, with the prior approval of the Trustee and the Supervisory Committee, shall determine using in the opinion of the Manager the same or substantially similar formula for the method of calculation as the "Markit iBoxx ABF Pan-Asia Index", any such alternate or successor index being referred to herein as the "Pan-Asia Index" or the "Successor Index";

"**Participant**" means a person that is a participant in CCASS and to whose account any Units are for the time being credited by Hong Kong Securities Clearing Company Limited;

"**Participant Agreement**" means an agreement entered into between the Trustee, the Manager, the Receiving Agent, and an Authorized Participant setting out, *inter alia*, the arrangements in respect of the issue, redemption and cancellation of Units;

"**Prospectus**" means the prospectus relating to the Trust prepared and issued by the Manager and registered by the Authority, as amended, supplemented and updated from time to time, in connection with the continuous offering of Units;

"**RAP 7**" shall have the meaning as set out in Clause 21.2;

"**Receiving Agent**" means any such company or companies in any place as may from time to time be approved by the Manager and the Trustee and notified to Holders as having been appointed by the Manager or the Trustee as the case may be as a company to which applications for the creation of Units and requests for the redemption of Units may be sent, provided that:

(a) the Manager may at any time and from time to time by notice to Holders either declare itself to be a Receiving Agent or (subject as provided in proviso (b) of this definition) declare that it has ceased to be a Receiving Agent;

(b) the Trustee shall be the Receiving Agent if and for so long as the appointment of no other Receiving Agent shall be in force; and

(c) where a Receiving Agent has more than one place of business, all references to that Receiving Agent shall be treated as (i) being references to that Receiving Agent at such place or places of business as may from time to time be agreed between the Manager and that Receiving Agent, that Receiving Agent at each such place of business being treated as being a different Receiving Agent from that Receiving Agent at any other place of business as if those places of business were places of business of different companies and (ii) not including that Receiving Agent at any other place or places of business;

"**Recognized Exchange**" means an internationally recognised stock or investment exchange or marketplace which is regulated, operates regularly and is open to the public and which is approved by the Trustee and the Manager;

"**Record Date**" means the date or dates, in each year, determined by the Manager (with the prior approval of the Trustee) as the date or dates for the purpose of determining the Holders of record entitled to receive any distributions of Income Property and Net Realized Capital Gains (as allocated on the immediately preceding Ex. Dividend Date) on or before the following Distribution Date in accordance with Clause 18;

"**Redemption Basket**" means, in relation to any *in specie* redemption of Redemption Units pursuant to Clause 14.3, a portfolio of Index Securities and Non-Index Securities determined and designated or approved by the Manager from time to time for the purposes of the redemption of Units *in specie* in a Redemption Unit aggregation;

"**Redemption Dealing Deadline**", in relation to any particular Dealing Day, means 12 noon Hong Kong time (or such other time as the Manager (with the prior approval of the Trustee) may from time to time determine and upon five Business Days prior notice to Authorized Participants) on that Dealing Day;

"**Redemption Securities**" means, in relation to any *in specie* redemption of Redemption Units pursuant to Clause 14.3, the Index Securities and Non-Index Securities comprising a Redemption Basket to be distributed, subject to Clause 14.15, from the Trust to or for the account of an Authorized Participant on behalf of a Holder pursuant to a redemption request submitted by that Authorized Participant for that Holder in accordance with Clause 14;

"**Redemption Unit**" means, in relation to the redemption of Units, a multiple of 20,000 Units or such other multiple as from time to time determined by the Manager with the prior approval of the Trustee and specified in the Prospectus provided that prior notice of any increase in the size of the Redemption Unit shall be given to Holders, if so required by the Trustee;

"**Redemption Value**" means (i) the Redemption Value per Redemption Unit or (ii) (in the case of a redemption of Units other than in a Redemption Unit aggregation) the Redemption Value per Unit, as the context requires;

"**Redemption Value Per Redemption Unit**" means the value per Redemption Unit aggregation at which Units are from time to time redeemed and which shall be the value per Redemption Unit ascertained in accordance with the provisions of Clause 14.6;

"**Redemption Value Per Unit**" means the value per Unit at which Units are from time to time redeemed and which shall be the value per Unit ascertained in accordance with the provisions of Clause 14.7;

"**Register**" has the meaning given to it in Clause 7.1;

"**Registrar**" means the Trustee and/or such other person or persons (which, for the avoidance of doubt, may include the Manager or any Connected Person of the Manager) as may from time to time be appointed by the Trustee with the prior approval of the Manager to perform all or any of the duties and functions of the Registrar under this Deed;

"**Restrictions**" has the meaning given to it in Clause 36.1.1;

"**Resolution**" means:

(a) a resolution passed at a meeting of Holders duly convened and held in accordance with the provisions contained in the First Schedule and carried by a majority of the total number of votes of those present and entitled to vote in person or by proxy cast at the meeting; or

(b) a resolution in writing signed by or on behalf of the Holders of more than 50 per cent of all the Units outstanding for the time being in issue;

"**Securities and Futures Act**" means the Securities and Futures Act 2001 of Singapore;

"**Securities and Futures Ordinance**" means the Securities and Futures Ordinance (Cap. 571) of the laws of Hong Kong;

"**Securities Cut-off Time**" has the meaning given to it in Clause 12.1;

"**Settlement Date**" means, with respect to creations and redemptions, the Business Day which is two Business Days after the relevant Transaction Date or such other number of days after the relevant Transaction Date as may be determined and agreed between the Trustee and the Manager (on either a general or case by case basis) provided always that the Trustee and the Manager may agree upon different Settlement Dates for creations and redemptions with respect to a Transaction Date;

"**SFC Code**" means the Code on Unit Trusts and Mutual Funds of the SFC Handbook for Unit Trusts and Mutual Funds, Investment-Linked Assurance Schemes and Unlisted Structured Investment Products issued by the Commission as in force from time to time and as may be amended or supplemented from time to time;

"**SRS**" means the scheme referred to by the Singapore Ministry of Finance as the Supplementary Retirement Scheme or any other scheme as shall replace or supersede it from time to time;

"**SRS Account**" means an account opened by an investor with a participating branch of a designated SRS Operator for the purpose of an investment under the SRS and "**SRS Accounts**" shall be construed accordingly;

"**SRS moneys**" means moneys from an investor's SRS Account;

"**SRS Operator**" means any of the designated banks as appointed by the Singapore Ministry of Finance from time to time to operate SRS Accounts;

"**Subscription Value**" means the Issue Price, as applicable, at the relevant Valuation Point ascertained in accordance with Clause 10.2 or 10.3;

"**Supervisory Committee**" means the supervisory committee constituted in accordance with, and having the powers set out in, Clause 30;

"**SW Conditions**" means the occurrence of any of the following: typhoon signal No. 8 or above or a black rainstorm warning is issued by the Hong Kong Observatory, or an announcement of Extreme Conditions (as defined herein) by any government authority of Hong Kong;

"**SWT Day**" means any day from Monday to Friday except a Hong Kong public holiday on which an SW Condition is in force in Hong Kong;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited or any successor thereto;

"**Taxes and Levies**" shall have the meaning ascribed to it in Clause 22.7;

"**Transaction Date**" means the Dealing Day (Hong Kong time) on which a Receiving Agent receives or is treated as having received a valid application for Units in accordance with Clause 9.5 or a valid request to redeem Units in accordance with Clause 14.2;

"**Transaction Fee**" means the fee which may at the discretion of the Manager be charged for the account of the Trust or as otherwise provided in the Prospectus (a) on each application for any Units (in addition to the Issue Price of the Units) and (b) on each request to redeem any Units, the maximum level of which shall be as determined by the Manager from time to time and set out in the Prospectus;

"**Trust**" means the unit trust scheme established by this Deed as from time to time modified and to be called by the name the "ABF Pan Asia Bond Index Fund" and which in Chinese shall be 沛富基金 or by such other name as the Manager and the Trustee and the Supervisory Committee shall decide, as approved by the Commission (where required) and in compliance with the SFC Code;

"**Trustee**" means HSBC Institutional Trust Services (Singapore) Limited or such successor entity to HSBC Institutional Trust Services (Singapore) Limited or such other person or persons for the time being appointed as the trustee or trustees hereof in succession to HSBC Institutional Trust Services (Singapore) Limited under the provisions of Clause 28;

"**Trustee Fee**" means any sum to which the Trustee may become entitled pursuant to the provisions of Clause 22.2;

"**undelivered Deposit Securities**" has the meaning given to it in Clause 12.1;

"**Unit**" means one undivided share in the Trust;

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

"**Valuation Point**" means 5 p.m. Hong Kong time on each Dealing Day (or such other time or times on such day or days as from time to time determined by the Manager with the prior approval of the Trustee provided that there shall always be a Valuation Point on each Dealing Day and the Trustee shall determine if Holders are to be informed of such change);

"**Value**" means with reference to any asset or liability at any given time (except where otherwise expressly stated) the value thereof calculated by reference to the provisions and principles set out in the Second Schedule; and

"**year**" means a calendar year.

1.2 References to Schedules and Clauses shall be construed as references to the schedules to this Deed and to clauses of this Deed.

1.3 References to "foreign currency" shall be construed as references to currencies other than the US dollar.

1.4 Words importing the singular include the plural and vice versa, words importing persons include firms and corporations, words importing the masculine gender also include the feminine and neuter gender and the words "written" or "in writing" include printing, engraving, lithography, or other means of reproducing words in visible form or partly one and partly the other.

1.5 References to any statute or statutory instrument shall be deemed to be references to that statute or statutory instrument as from time to time amended, re-enacted, superseded or replaced.

1.6 The headings in this Deed are for convenience only and shall not affect the construction hereof.

2. DECLARATION OF TRUST

2.1 The Trustee shall stand possessed of all cash and other property for the time being held by it pursuant hereto upon the trusts for the benefit of the Holders *pari passu* according to the number of Units held by each Holder, each of whom has an undivided interest in the Fund Assets subject to the liabilities of the Trust and subject to the provisions of this Deed and any deed supplemental hereto. Any moneys forming part of the Fund Assets shall from time to time be invested in accordance with the provisions contained in this Deed and so that no Unit shall confer any interest or share in any particular part of the Fund Assets. There shall be payable out of the Fund Assets:

2.1.1 all stamp duty or other tax or duty which may hereafter be levied in the place of such duty or tax payable from time to time in respect of this Deed;

2.1.2 all Duties and Charges arising on any purchase or sale of Investments; and

2.1.3 such other items as may be authorized or permitted by this Deed.

2.2 With regard to any provision of this Deed (i) providing for any act or matter to be done by the Trustee, such act or matter may be performed on behalf of the Trustee by a duly authorized official or employee for the time being of the Trustee and any act or matter so performed shall be deemed for all the purposes of this Deed to be the act of the Trustee and (ii) as to the vesting of Investments, such provision shall be deemed also to relate to any nominee of the Trustee. The Trustee shall (subject to the provisions of Clause 27) be entitled to procure:

2.2.1 the Trustee; or

2.2.2 the Custodian; or

2.2.3 any nominee of the Trustee or the Custodian,

to be registered as proprietor of any Investment held upon the trusts of this Deed and to provide for the safe custody thereof.

2.3 The base currency of the Trust shall be US dollars.

2.4 The Units offered for subscription or purchase do not consist of any rights or interest in or arising out of any investment relating to property that ordinarily depreciates in value through use or effluxion of time.

3. CERTIFICATES

3.1 Neither the Manager nor the Trustee shall be under any obligation to issue any certificates in respect of Units. In the event that the Manager and the Trustee so determine to issue any certificates in respect of Units, the certificates shall be issued in such form, and on such terms (including as to their replacement), as the Manager and the Trustee may agree in writing.

3.2 Without prejudice to Clause 3.1, the Trust may issue a jumbo certificate in respect of Units deposited, or to be deposited, in CCASS, if and to the extent required by Hong Kong Securities Clearing Company Limited.

4. DEED TO BIND HOLDERS

4.1 The terms and conditions of this Deed and of any deed supplemental hereto entered into pursuant to the provisions hereof shall be binding on each Holder and all persons claiming through or under him (including, without limitation, each Participant to whose CCASS account any Units are for the time being credited) as if he (a) had been a party to and had executed this Deed and any such supplemental deed, (b) had thereby covenanted for himself and for all such persons to observe and be bound by all the provisions thereof, and (c) had thereby authorized the Trustee and the Manager respectively to do all such acts and things as this Deed or any such supplemental deed may require or authorize the Trustee or the Manager (as the case may be) to do.

4.2 Except to the extent expressly provided in this Deed, neither a Holder or Participant is liable to make any further payment after the Holder has paid the purchase price of its Units (or, if permitted by the Manager, delivered securities *in specie* in respect of the purchase price of its Units or a combination of both) and no further liability can be imposed on each Holder or Participant in respect of (i) that Holder's Units or (ii) the Units credited to the CCASS account of that Participant.

5. COPY OF DEED AVAILABLE FOR INSPECTION

A copy of this Deed and of any deed supplemental hereto shall be made available for inspection at the registered office (or any registered branch office as may be applicable) of the Manager or the business address of the Trustee, free of charge, at all times during usual business hours on each day on which such office would be ordinarily open for business, and shall be supplied by the Trustee or the Manager to any Holder and Participant and to any other persons on

application at a charge per copy document of such reasonable sum as the Trustee and the Manager may from time to time agree.

6. HOLDER TREATED AS ABSOLUTE OWNER

The Holder shall be the only person to be recognised by the Trustee and the Manager as having any right, title or interest in or to the Units registered in the name of that Holder and each of the Trustee and the Manager shall recognise such Holder as absolute owner of such Units and neither the Trustee nor the Manager shall be bound by any notice to the contrary and neither shall be bound to take notice of or to see the execution of any trust save as expressly provided in this Deed or as ordered by some court of competent jurisdiction.

7. REGISTRATION OF HOLDERS

7.1 An up-to-date register of all Holders (the "**Register**") shall be kept and maintained in Singapore and/or (if and to the extent required by the rules of the Stock Exchange or CCASS) in Hong Kong by or under the control of the Trustee which may be kept and maintained either in written form or by such other means capable of being reproduced in written form (including, without limitation, computer record, microfilm, microfiche or electronic recording) as the Trustee shall from time to time determine and there shall be entered into the Register in respect of all Holders or persons who have ceased to be Holders:

7.1.1 the name and address of each Holder;

7.1.2 the number of Units held by each Holder;

7.1.3 the date on which the name of each Holder is entered in the Register as a Holder;

7.1.4 the date on which any transfer is registered, the name and address of the transferee and a sufficient reference to enable the name and address of the transferor to be identified; and

7.1.5 if applicable, the date on which any person ceases or ceased to be a Holder.

7.2 In circumstances where the Trustee does not itself keep and maintain the Register and prior to the appointment of a Registrar (at such remuneration as may be agreed between the Trustee and the Registrar, with the prior approval of the Manager) that person so appointed shall first undertake in writing with the Trustee as follows:

7.2.1 to keep the Register in all respects in accordance with the requirements of this Deed;

7.2.2 to maintain the Register in a form and manner directed by and at a place approved by the Trustee;

7.2.3 to permit no alterations in the form or conduct of the Register without the written consent of the Trustee which the Trustee shall be entitled to give or to withhold at its entire discretion;

7.2.4 to supply on request any information or explanation that the Trustee might require in relation to the Register and the conduct thereof;

7.2.5 to give the Trustee and its duly authorized representatives access at all times during business hours on any Business Day to the Register and to all subsidiary documents, records and all orders, transfers or other papers relating to the conduct of the Register (and promptly to provide copies thereof as the Trustee may require).

7.3 The Registrar, upon being notified in writing of any change of name or address on the part of a Holder, and on being satisfied therewith and on compliance with such formalities as the Registrar may require, shall alter the Register or the Trustee shall cause it to be altered accordingly.

7.4 The Manager shall without any payment be entitled at all reasonable times during normal business hours to inspect the Register; and except when the Register is closed in accordance with the provisions set out in this Clause 7 the Register shall during normal business hours (subject to such reasonable restrictions as the Trustee may impose but so that not less than two hours in each Business Day shall be allowed for inspection) be open to inspection by any Holder and Participant without charge, provided that if the Register is kept and maintained on magnetic tape or electronic recording or in accordance with some other system such that it is not capable of being read in the normal manner, the provisions of this Clause 7.4 may be satisfied by the production of legible evidence of the contents of the Register.

7.5 The Register may be closed at such times and for such periods as the Trustee may from time to time determine with the prior approval of the Manager provided that it shall not be closed for more than thirty Business Days in total in any one year.

7.6 Save as provided in Clause 6, the Register shall be conclusive evidence as to the persons respectively entitled to the Units entered therein and no notice of any trust (express or implied or constructive) shall be entered on the Register in respect of any Unit.

7.7 Every Holder shall be entitled to transfer Units held by him (except for Units purchased with CPF moneys or SRS moneys which are not transferable) by an instrument in writing in common form or in such other form as the Trustee may from time to time approve provided that:-

7.7.1 no transfer shall be registered if the registration thereof would result in the transferor or the transferee being a Holder of fewer than such number of Units for the time being prescribed by the Manager, which shall be such number of Units (if any) prescribed by inclusion in the Prospectus or by prior written notice to Holders as required by the Trustee;

7.7.2 unless the transfer comprises the whole of the holding of Units of a Holder, Units shall be only transferable in multiples of such number of Units for the time being prescribed by the Manager, which shall be such number of Units (if any) prescribed by inclusion in the Prospectus or by prior written notice to Holders as required by the Trustee; and

7.7.3 in the event of such sub-division or consolidation as is mentioned in Clause 7.16 taking place any number prescribed pursuant to this Clause 7.7 shall be proportionately increased or decreased (as the case may be).

7.8 Every instrument of transfer must be signed (and, in the case of a body corporate, signed on behalf of or sealed) by the transferor and the transferee. The transferor shall be deemed to remain the Holder of the Units transferred until such time as the name of the transferee is entered in the Register in respect thereof.

7.9 Every instrument of transfer must, insofar as required by applicable laws, be duly stamped and left with the Registrar for registration accompanied by (i) any necessary declarations or other documents that may be required in consequence of any legislation for the time being in force and (ii) such other evidence as the Registrar may in its absolute discretion require to prove the title of the transferor or his right to transfer the Units.

7.10 All instruments of transfer shall, subject to Clause 27.11, be retained by the Trustee or by the Registrar on its behalf.

7.11 A receipt signed or purported to be signed by or on behalf of the Holder (or any one Holder if several persons are registered as joint Holders) for any moneys payable (and/or, if applicable, Redemption Securities distributed) in respect of the Units held by him shall (without prejudice to the application of Clause 23) be a good discharge to the Trustee. Upon the death, bankruptcy, insolvency, liquidation or insanity of a Holder such person entitled so to be registered may give effectual receipts for any such moneys (and, if applicable, Redemption Securities).

7.12 Notwithstanding anything to the contrary in this Deed, in the case where a Holder has purchased Units with his CPF moneys or SRS moneys, the Registrar shall not be bound to register more than one person as the Holder of such Units and joint holding of such Units is not permitted (for the avoidance of doubt, the Registrar shall not register a Holder who has purchased Units with his CPF moneys or SRS moneys and a Holder who has purchased Units with cash as joint Holders) and in all other cases the Registrar shall not be bound to register more than one person as the Holder of any Unit or more than two persons as joint Holders of any Unit. A body corporate may be registered as a Holder or as one of joint Holders.

7.13 In the case of the death of any one of joint Holders the survivor or survivors shall be the only persons recognised by the Trustee as having any title to or interest in the Units held by such joint Holders. The executors or administrators of a deceased Holder (not being one of several joint Holders) shall be the only persons recognised by the Trustee as having title to the Units of that deceased Holder. The following provisions shall apply in relation to any person becoming entitled to a Unit in consequence of the death or bankruptcy, insolvency or liquidation of any sole Holder or of the survivor of joint Holders:

7.13.1 subject as hereinafter provided, and upon producing such evidence as to his title as the Registrar shall think sufficient, such person may either be registered himself as the Holder of such Unit, upon giving to the Registrar notice in writing of his desire, or transfer such Unit to some other person. All the limitations, restrictions and provisions of this Deed relating to transfers shall be applicable to any such

notice or transfer as if the death, bankruptcy, insolvency or liquidation had not occurred and such notice or transfer were a transfer signed by such Holder;

7.13.2 subject to the provisions of Clause 7.13.3, such person as aforesaid may give a discharge for all moneys payable (and/or, if applicable, Redemption Securities) transferable in respect of the Unit as if a Holder but he shall not be entitled in respect thereof to receive notices of or to attend or vote at any meeting of Holders until he shall have been registered as the Holder in respect of such Unit;

7.13.3 the Trustee may at its discretion retain any moneys payable in respect of any Unit of which any person is entitled to be registered as the Holder or which any person under these provisions is entitled to transfer until such person shall be registered as the Holder of such Unit or shall duly transfer the same.

7.14 No transfer or purported transfer of a Unit other than a transfer made in accordance with this Clause 7 shall entitle the transferee to be registered in the Register in respect thereof; neither shall any notice of such transfer or purported transfer (other than as aforesaid) be entered upon the Register.

7.15 If and to the extent Units are deposited in CCASS, HKSCC Nominees Limited shall be the sole Holder, holding such Units for the Participants in accordance with the general rules of CCASS. Without prejudice to Clause 6, the Trustee and the Manager acknowledge that pursuant to the general rules of CCASS neither HKSCC Nominees Limited nor Hong Kong Securities Clearing Company Limited has any proprietary interest in the Units deposited in CCASS.

7.16 The Manager may at any time or times with the prior approval of the Trustee on not less than 30 days' prior notice in writing given to each Holder by the Manager or the Trustee, determine that each Unit shall be sub-divided into two or more Units or shall be consolidated, whereupon each such Unit shall stand sub-divided or shall be consolidated (as the case may be) and the share or shares in the Fund Assets represented by each Unit shall be adjusted appropriately.

8. DEPOSITED PROPERTY

8.1 The Deposited Property shall be initially constituted out of the proceeds of an initial offer of Units at a price per Unit equal to the Initial Issue Price. Such initial offer shall commence on the date as determined by the Manager and the Trustee and shall remain open for a period of not more than ten Business Days (the "**Initial Offer Period**"). The consideration in respect of the offer of Units during the Initial Offer Period may be in the form of cash only or, cash, Index Securities, Non-Index Securities approved by the Manager and/or such other permissible Investments under this Deed and such offer may be subject to such other conditions as the Manager may decide with the prior approval of the Trustee. For the purposes of calculating the consideration in respect of the offer of Units during the Initial Offer Period the Value of any Investments delivered to or to the order of the Trustee shall be calculated as at the Valuation Point on the Business Day immediately preceding the Initial Issue Date. The proceeds of the initial offer shall be paid or delivered to or to the order of the Trustee which, prior to the first issue of Units on the Initial Issue Date, shall hold such proceeds in the form received on trust (for applicants for Units in the initial offer) to invest or deposit in the Trust on the Initial Issue Date (and whereupon such proceeds so invested or deposited shall constitute the Deposited Property). Interest (if any) on such proceeds will be paid to the account of the Trust. Any

commission, remuneration or other sum payable by the Manager to agents, introducers or intermediaries in respect of the issue or sale of any Unit shall not be added to the Initial Issue Price and shall not be paid from the Deposited Property. Transaction Fees and Duties and Charges may be charged in respect of Units issued on the Initial Issue Date which were subscribed for during the Initial Offer Period at the discretion of the Manager. Transaction Fees will be for the account of the Trust.

8.2 In respect of further issues of Units the Manager shall pay or procure the payment of all the proceeds, Transaction Fees and Duties and Charges and transfer or procure the transfer of all the Deposit Securities in respect of such further issues to the Trustee to be held as part of the Deposited Property and Income Property, as the Manager considers appropriate after consulting the Auditors either on a general or case by case basis. Transaction Fees will be for the account of the Trust.

9. ISSUE OF UNITS GENERALLY

9.1 The Manager shall have the exclusive right to effect for the account of the Trust:

9.1.1 on the Initial Issue Date (in respect of Units subscribed for during the Initial Offer Period), the creation and issue of Units for cash only or cash, Index Securities, Non-Index Securities and/or other Investments permitted under this Deed (which Units need not be created in Creation Unit aggregations);

9.1.2 on and after the Initial Issue Date (but not in respect of Units subscribed for during the Initial Offer Period), subject to Clauses 9.1.3 and 11, the creation and issue of Units in Creation Unit aggregations (save that the Manager may, with the Trustee's approval, create and issue Units for cash in aggregations smaller than Creation Unit aggregations for a particular case or cases) for cash (or, if applicable, by way of exchange for a Deposit Basket and for a cash amount equal to the Cash Issue Component) at prices ascertained in accordance with Clause 10.2; and

9.1.3 without prejudice to Clause 9.1.2, on the last Dealing Day of any month and in respect of Units issued pursuant to Clause 18.7, the creation and issue of Units for cash only (which Units need not be created in Creation Unit aggregations) at prices ascertained in accordance with Clause 10.2.

9.2 No Units shall be created or issued prior to the Initial Issue Date. No fractions of a Unit shall be created or issued. The Manager shall have the absolute discretion to accept or reject in whole or in part any application for Units for any reason.

9.3 Applications for Units and the creation and issue of Units (other than in connection with the initial issue of Units on the Initial Issue Date) shall only be made or accepted (as the case may be) on a Dealing Day. On and after the Initial Issue Date (other than in connection with the initial issue of Units on the Initial Issue Date), Units shall only be created and issued comprising a Creation Unit aggregation (save that the Manager may, with the Trustee's approval, create and issue Units for cash in aggregations smaller than Creation Unit aggregations for a particular case or cases and save always that on the last Dealing Day of any month, Units need not be created in Creation Unit aggregations) and applications for Units shall only be accepted if submitted by an Authorized Participant to a Receiving Agent in accordance with the terms of a

Participant Agreement (unless otherwise agreed by the Trustee) and this Deed. The Manager may at its discretion and with the approval of the Trustee accept applications for the creation of Units from persons that are not Authorized Participants, provided that such transactions shall comply with the terms of a Participant Agreement in all material respects save to the extent otherwise agreed by the Manager and the Trustee.

9.4 No Units shall be issued to any particular applicant unless (i) the application is in a form and substance satisfactory to, and accompanied by such documents as may be required by, the Trustee and the Manager; (ii) the Trustee and the Manager receive copies of the certifications contemplated in the Participant Agreement in respect of the creation of new Units; and (iii) the Trustee and the Manager receive such other certifications and opinions of counsel as each may consider necessary to ensure compliance with applicable securities and other laws.

9.5 The first Units to be issued shall be issued for cash, Index Securities, Non-Index Securities and/or other Investments permitted under this Deed approved by the Manager or for cash only on the Initial Issue Date in respect of applications which are received during the Initial Offer Period and in respect of which, as the case may be, (a) the full amount of the subscription moneys has been received in cleared funds by or to the order of the Trustee or (b) Index Securities, Non-Index Securities and/or other permissible Investments under this Deed, as determined and designated by the Manager the Value of which (calculated as at the Valuation Point on the Business Day immediately preceding the Initial Issue Date), together with any cash payment, equal the full amount of the subscription moneys, have been vested in the Trustee to the Trustee's satisfaction and, in the case of the cash amount, received by or to the order of the Trustee, in either case by no later than such time and date as the Manager shall, in its absolute discretion, determine. Thereafter, Units shall only be issued (whether wholly or partly for cash or for Deposit Securities and the Cash Issue Component) on the Settlement Date (but for valuation purposes only shall be deemed to have been issued on the Dealing Day immediately following the Transaction Date) in respect of applications received and accepted by a Receiving Agent up to the Creation Dealing Deadline on the relevant Dealing Day, unless the Manager, with the consent of the Trustee, confirms with the Receiving Agent that the late order may be accepted and received on that Dealing Day (save that in no case will any late order received after the Valuation Point on that Dealing Day be accepted for that Dealing Day) (which, subject as provided below, shall be the Transaction Date for these purposes), and provided that such Units may be created (but not issued) at any time between the Transaction Date and the Settlement Date therefore. If any application is received on a day which is not a Dealing Day or is received after the Creation Dealing Deadline on a Dealing Day, unless the Manager, with the consent of the Trustee, confirms with the Receiving Agent that the late order may be accepted and received on that Dealing Day (save that in no case will any late order received after the Valuation Point on that Dealing Day be accepted for that Dealing Day), such application shall be treated as having been received at the opening of business on the next following Dealing Day, which shall be the Transaction Date for the purposes of that application.

9.6 Any commission, remuneration or other sum payable by the Manager to any agent or other person in respect of the issue or sale of any Unit shall not be added to the price of such Unit and shall not be paid from the Fund Assets.

9.7 Units shall not be created or issued during any period when the right of Holders to require the redemption of Units is suspended pursuant to the provisions of Clause 14.13.

9.8 The Trustee shall be entitled to refuse to enter (or allow to be entered) Units in the Register if at any time the Trustee is of the opinion that the provisions of this Clause 9, in regard to the issue of Units, are being infringed.

9.9 No Units shall be offered to the Singapore public for subscription and no invitation shall be made to the Singapore public to subscribe for or purchase any Unit unless a valid Prospectus in connection therewith shall be issued pursuant to the Securities and Futures Act and lodged with and registered by the Authority or unless otherwise permitted under the Securities and Futures Act.

9.10 An application for the creation of Units once given cannot be revoked or withdrawn without the consent of the Manager.

10. ISSUE PRICE OF UNITS

10.1 The price at which the first Unit or group of Units, subscribed during the Initial Offer Period, shall be issued on the Initial Issue Date shall be the Initial Issue Price. The Manager may add to the Initial Issue Price (but not include within it) such sum (if any) as the Manager may consider represents the appropriate provision for Duties and Charges and the Transaction Fee, which shall be for the account of the Trust.

10.2 The Issue Price per Creation Unit at which any issue of Units in Creation Unit aggregations shall be effected shall, in respect of each Creation Unit aggregation, be ascertained as follows:

10.2.1 by dividing the Value of the Trust (determined in accordance with the Second Schedule) at the relevant Valuation Point on the Transaction Date by the number of Units then in issue and deemed to be in issue;

10.2.2 by adjusting the resulting total per Unit to the nearest US$0.0001 (with fractions of US$0.00005 and above being rounded up) (or such other method of rounding or adjustment as may be determined by the Manager from time to time with the prior approval of the Trustee);

10.2.3 by multiplying the resulting total by the number of Units comprising a Creation Unit aggregation; and

10.2.4 thereafter by adjusting the amount to the nearest US$0.01 (with fractions of US$0.005 being rounded up) (or such other method of rounding or adjustment as may be determined by the Manager from time to time with the prior approval of the Trustee).

10.3 The Issue Price at which any issue of Units which need not be in Creation Unit aggregations shall be effected, or in respect of any distribution reinvestment pursuant to Clause 18.7, shall be ascertained as follows:

10.3.1 by dividing the Value of the Trust (determined in accordance with the Second Schedule) at the relevant Valuation Point on the Transaction Date by the number of Units then in issue and deemed to be in issue;

10.3.2 by adjusting the resulting total per Unit to the nearest US$0.0001 (with fractions of US$0.00005 and above being rounded up) (or such other method of rounding or adjustment as may be determined by the Manager from time to time with the prior approval of the Trustee) ("**Issue Price Per Unit**");

10.3.3 by multiplying the resulting total by the number of Units to be created; and

10.3.4 thereafter by adjusting the amount upwards to the nearest US$0.01 (with fractions of US$0.005 being rounded up) (or such other method of rounding or adjustment as may be determined by the Manager from time to time with the prior approval of the Trustee).

10.4 The Manager may add to the Issue Price calculated pursuant to Clauses 10.2 and 10.3 (but not include within it) such sum (if any) as the Manager may consider represents the appropriate provision for Duties and Charges and the Transaction Fee, which shall be for the account of the Trust, and may on any day differentiate between the amount of the Duties and Charges and the Transaction Fee it charges.

10.5 The Manager may charge a Transaction Fee per application for any Units and may on any day differentiate between the amount of the Transaction Fees it charges (including, without limitation, in relation to Units subscribed for during the Initial Offer Period). The Transaction Fees shall be paid by or on behalf of the Authorized Participant (or subscriber in the case of Units applied for during the Initial Offer Period) applying for such Units in addition to the Issue Price or the Initial Issue Price and will be retained by the Trust.

10.6 Any changes to the method of determining the Issue Price as provided in this Clause 10 will require the Trustee's prior approval, and the Trustee shall determine if the Holders should be informed of such changes. The amount of any rounding adjustment of the Issue Price shall be retained by the Trust.

10.7 The Manager and the Trustee have the discretion to accept subscription moneys from applicants for Units in a currency other than US dollars, and in the event that the Manager or Trustee does accept such alternative currency the currency conversion shall be calculated at such rate (whether official or otherwise) which the Manager shall deem appropriate in the circumstances and the cost of exchange shall be borne by the applicant paying in such alternative currency.

11. ISSUE OF UNITS FOR DEPOSIT SECURITIES

11.1 Subject to Clause 12, on and after the Initial Issue Date the Manager has the absolute discretion, but shall not be obliged to, effect the issue of Units in Creation Unit aggregations on a general or case by case basis by way of exchange for Deposit Securities and the related Cash Issue

Component if, and only if, the Trustee or the Manager is of the opinion that the following provisions have been satisfied:

11.1.1 subject to Clause 11.5, the Index Securities and Non-Index Securities delivered to the Trustee in respect of that issue of Units, in Creation Unit aggregations, have been approved by the Manager as comprising a Deposit Basket with respect to the relevant Transaction Date;

11.1.2 subject to Clause 11.5, the aggregate of (a) the Value of the Deposit Securities at the Valuation Point on the relevant Transaction Date delivered to the Trustee and (b) the amount of cash paid to or to the order of the Trustee in respect of the Cash Issue Component for the Creation Unit aggregation is equal to the Issue Price for that Creation Unit aggregation;

11.1.3 subject to Clause 11.5, the Deposit Securities have been vested upon the trusts hereof in the Trustee to the Trustee's satisfaction or satisfactory evidence of title and instruments of transfer shall have been produced to or to the order of the Trustee by such time and date as determined therefor by the Manager in its discretion, provided that such date shall occur no later than the relevant Settlement Date;

11.1.4 that the full amount of the Cash Issue Component in respect of that Creation Unit size shall have been received in full in cleared funds by or to the order of the Trustee by such time and date as determined therefor by the Manager in its discretion, provided that such date shall occur no later than the relevant Settlement Date; and

11.1.5 that such Duties and Charges and Transaction Fees as are payable have been received in full in cleared funds by or on behalf of the Trustee by the time and date determined by the Manager for receipt of the Cash Issue Component in accordance with Clause 11.1.4,

provided that this Clause 11.1 shall not prevent the Manager from creating (but not issuing) any Units following the receipt of an application before the Trustee has received all the Deposit Securities and the full amount of the Cash Issue Component (and any Duties and Charges and Transaction Fees) subject nevertheless to Clause 11.2. The applicant shall not be entered on the Register in respect of such Units until the date such Units are issued. Subject to this Clause 11.1 and Clause 11.2, Units properly applied for on a Transaction Date shall be issued no later than the Settlement Date therefor.

11.2 In circumstances where the Manager creates Units, in Creation Unit aggregations, before all the Deposit Securities in respect of the Issue Price thereof have vested upon the terms hereof in the Trustee and/or before the full amount of the Cash Issue Component (and any Duties and Charges and Transaction Fees) in cleared funds has been received by or to the order of the Trustee in respect of the balance of the Issue Price thereof, the Trustee shall cancel such Units if all the Deposit Securities have not vested upon the trusts hereof in the Trustee and the full amount of (i) the Cash Issue Component and (ii) any Duties and Charges and Transaction Fees have not been received in cleared funds by or to the order of the Trustee by such time and date

as the Manager shall have determined therefor in accordance with Clauses 11.1.3 and 11.1.4 respectively. The Manager may at its discretion extend the settlement period such extension to be on such terms and conditions (including as to the payment of any fees it may determine to represent the administrative costs involved in extending the Settlement Date) as the Manager may determine.

11.3 Upon the cancellation of any Units as provided for in Clause 11.2, such Index Securities and Non-Index Securities (or equivalent Index Securities and/or Non-Index Securities of the same type) as have been vested in the Trustee and any cash received by or on behalf of the Trustee comprising wholly or partly the Cash Issue Component (in either case in respect of such cancelled Units) shall be redelivered to the applicant (through the applicant's Authorized Participant) and the relevant Units shall be deemed for all purposes never to have been created and the applicant therefor shall have no right or claim against the Manager or the Trustee in respect of such cancellation provided that (whether or not the Units were pre-created in accordance with Clause 11.1):

11.3.1 the Manager may, but shall not be bound to, charge the applicant (for the account of the Trust) the Transaction Fee, any Duties and Charges, and a cancellation fee of such amount as it may from time to time determine to represent the administrative costs involved in processing the application for such Units from such applicant and redelivering any Index Securities and Non-Index Securities incurred by the Trust; and

11.3.2 the Manager may, but shall not be bound to, require the applicant to pay to the Trustee (for the account of the Trust) any losses and interest costs incurred by the Trust arising in respect of the Trust's purchase and/or sale of Investments in connection with such creation order and its cancellation; and

11.3.3 the Manager may, but shall not be bound to, require the applicant to pay to the Trustee (for the account of the Trust) in respect of each Unit so cancelled the amount (if any) by which the Issue Price of each such Unit at the Transaction Date of the creation order exceeds the Redemption Value which would have applied in relation to each such Unit if a Receiving Agent had received on the date on which such Units are cancelled a request from such applicant for the redemption of such Units in accordance with the provisions of Clause 14.

11.4 The Value of Index Securities and Non-Index Securities vested in the Trustee shall be calculated on the basis set out in the Second Schedule. If the Cash Issue Component is a negative amount no cash shall be payable or paid by an applicant for Units in accordance with Clause 11.1.5, but a cash amount equal to the negative Cash Issue Component (less any Duties and Charges and Transaction Fees) shall be paid by the Trustee to the applicant for such Units within four Business Days of the relevant Transaction Date (and the provisions of this Clause 11 shall be construed accordingly).

11.5 Notwithstanding the foregoing provisions of this Clause 11 and without prejudice to Clause 13, the Manager may from time to time in its absolute discretion permit or require the substitution of an amount of cash to replace any Index Security or Non-Index Security (or all of the Index Securities and Non-Index Securities) comprised in a Deposit Basket in connection with an

application for any Creation Unit aggregation pursuant to this Clause 11. In the event the Manager exercises its discretion under this Clause, the cash in lieu amount shall be equal to the Value of any substituted Index Security or Non-Index Security and, for the purposes of this Clause 11 and elsewhere in this Deed, shall comprise part of the Cash Issue Component and each such substituted Index Security or Non-Index Security shall be deemed not to be a Deposit Security comprising part of the Deposit Basket. The Manager shall be entitled in its discretion to charge (for the account of the Trust) to the applicant for any Units for which cash is paid in lieu of delivering any Deposit Securities such additional sum it may consider represents the appropriate provision for Duties and Charges.

12. UNDELIVERED DEPOSIT SECURITIES

12.1 Notwithstanding the provisions of Clause 11, in the exercise of its discretion to effect the issue of Units by *in specie* exchange pursuant to Clause 11.1, the Manager may in its absolute discretion, but shall not be obliged to, accept applications for the issue of Units in Creation Unit aggregations in advance of all or a portion of the Deposit Securities being vested upon the trusts hereof in the Trustee (the "**undelivered Deposit Securities**") by the time and date determined therefor by the Manager in accordance with Clause 11.1.3 (the "**Securities Cut-off Time**") provided the following conditions are satisfied:

12.1.1 In addition to vesting upon the trusts hereof in the Trustee by the Securities Cut-off Time the Deposit Securities that are delivered Deposit Securities in accordance with Clause 11, an amount of cash equal to the sum of:

(a) the Cash Issue Component;

(b) 105% (or such other percentage as shall be determined by the Manager) of the Value of the undelivered Deposit Securities in lieu of accepting the undelivered Deposit Securities (the "**Additional Cash Deposit**"); and

(c) such additional sum as the Manager may consider represents the appropriate provision for Duties and Charges,

in cleared funds must be received by or to the order of the Trustee by the time and date determined therefor by the Manager in accordance with Clause 11.1.4 (the "**Cash Cut-off Time**"). The Manager may at its discretion extend the settlement period, such extension to be on such terms and conditions (including as to the payment of any fees it may determine to represent the administrative costs involved in extending the Settlement Date) as the Manager may determine.

12.1.2 The undelivered Deposit Securities shall be vested upon the trusts hereof in the Trustee to the Trustee's satisfaction or satisfactory evidence of title and instruments of transfer shall be produced to or to the order of the Trustee by no later than the time and date as determined therefor by the Manager in its absolute discretion. The Manager may at its discretion extend the settlement period such extension to be on such terms and conditions (including as to the payment of any fees it may determine to represent the administrative costs involved in extending the Settlement Date) as the Manager may determine.

12.1.3 An additional amount of cash ("**Additional Margin**") shall be required to be deposited with or to the order of the Trustee, pending delivery of the undelivered Deposit Securities in accordance with Clause 12.1.2 to the extent necessary to maintain the Additional Cash Deposit with or to the order of the Trustee in an amount at least equal to 105% (or such other percentage as shall be determined by the Manager) of the daily marked to market Value of the undelivered Deposit Securities.

12.2 If the Deposit Securities that are not undelivered Deposit Securities have not vested upon the trusts hereof in the Trustee, and the full amount of (i) the Cash Issue Component; (ii) the Additional Cash Deposit and (iii) Duties and Charges and Transaction Fees have not been received in cleared funds by or to the order of the Trustee by the Securities Cut-off Time and Cash Cut-off Time respectively, the Trustee shall cancel such Units applied for on the basis of this Clause 12, and the provisions of Clause 11.3 shall apply.

12.3 To the extent that the undelivered Deposit Securities are not vested upon the trusts hereof in the Trustee to the Trustee's satisfaction by the end of the settlement period stipulated in Clause 12.1.2, or in the event that any Additional Margin due is not received in cleared funds by or to the order of the Trustee within one Business Day following notification by a Receiving Agent or by or on behalf of the Trustee that such a payment is required, the Manager may use any Additional Cash Deposit or Additional Margin then held upon the trusts hereof to purchase the undelivered Deposit Securities (or equivalent Index Securities and/or Non-Index Securities of the same type). The Manager shall be entitled in its discretion to charge (for the account of the Trust) to the applicant for any Units to which this Clause 12.3 applies such additional sum it may consider represents the appropriate provision for Duties and Charges.

12.4 The Trustee shall pay to the relevant Holder (through an Authorized Participant) any part of the Additional Cash Deposit and Additional Margin, not utilised in accordance with Clause 12.3, within four Business Days after all the undelivered Deposit Securities (or equivalent Index Securities and/or Non-Index Securities of the same type) have been properly vested under the trusts hereof in the Trustee to the satisfaction of the Trustee. Units properly applied for on the basis of this Clause 12 shall be issued not later than the next Dealing Day following the day on which the undelivered Deposit Securities are vested under the trusts hereof in the Trustee.

13. ISSUE OF UNITS FOR CASH

13.1 On any Dealing Day, Units may be issued for cash only in Creation Unit aggregations (save that (i) the Manager may, with the Trustee's approval, create and issue Units in cash in aggregations smaller than Creation Unit aggregations for a particular case or cases; and (ii) on the last Dealing Day of any month Units need not be created in Creation Unit aggregations) provided that the Trustee (or the Manager on behalf of the Trustee) is satisfied that the full amount of the Issue Price, and any Duties and Charges and Transaction Fees, in cleared funds, has been duly received by or on behalf of the Trustee in respect of that Creation Unit aggregation or the relevant Units subscribed for, provided that this Clause 13.1 shall not prevent the Manager from creating (but not issuing) any Units following the receipt of an application for Units and before the Trustee has received cleared funds in respect of the full amount of the Issue Price subject nevertheless to Clause 13.2. The applicant shall not be entered on the Register in respect of such Units until the date such Units are issued. Subject to this Clause

13.1 and 13.2, Units properly applied for on a Transaction Date shall be issued no later than the Settlement Date therefor.

13.2 In circumstances where the Manager creates Units for cash, before payment in full in cleared funds in respect of the Issue Price thereof (and any Duties and Charges and the Transaction Fees) shall have been received by or on behalf of the Trustee, the Trustee shall cancel the creation of such Units if the full amount of the Issue Price therefor (and any Duties and Charges and the Transaction Fees) has not been received in cleared funds by or on behalf of the Trustee by such time as the Manager shall for the time being determine in its discretion, provided that such date shall occur no later than the relevant Settlement Date. The Manager may at its discretion extend the settlement period such extension to be on such terms and conditions (including as to the payment of any fees it may determine to represent the administrative costs involved in extending the Settlement Date) as the Manager may determine.

13.3 Upon the cancellation of any Units as provided for in Clause 13.2, the relevant Units shall be deemed for all purposes never to have been created and the applicant therefor shall have no right or claim against the Manager or the Trustee in respect of such cancellation provided that (whether or not the Units were pre-created in accordance with Clause 13.1):

13.3.1 the Manager may, but shall not be bound to, charge the applicant (for the account of the Trust) the Transaction Fee, any Duties and Charges, and a cancellation fee of such amount as it may from time to time determine to represent the administrative costs involved in processing the application for such Units from such applicant incurred by the Trust;

13.3.2 the Manager may, but shall not be bound to, require the applicant to pay to the Trustee (for the account of the Trust) any losses and interest costs incurred by the Trust arising in respect of the Trust's purchase and/or sale of Investments in connection with such creation order and its cancellation; and

13.3.3 the Manager may, but shall not be bound to, require the applicant to pay to the Trustee (for the account of the Trust) in respect of each Unit so cancelled the amount (if any) by which the Issue Price of each such Unit at the Transaction Date of the creation order exceeds the Redemption Value which would have applied in relation to each such Unit if a Receiving Agent had received on the date on which such Units are cancelled a request from such applicant for the redemption of such Units in accordance with the provisions of Clause 14.

14. REDEMPTION AND CANCELLATION OF UNITS

14.1 The Manager shall have the exclusive right at any time (subject to Clause 14.10) and from time to time by notice in writing to the Trustee to effect reductions of the Trust on any Dealing Day by requiring the Trustee to cancel the number of Units specified in such notice following the receipt by a Receiving Agent of a redemption request from a Holder (through an Authorized Participant, unless otherwise agreed by the Trustee) in accordance with Clause 14.2. The Manager may at its discretion and with the prior approval of the Trustee accept redemption requests from persons that are not Authorized Participants provided such transactions shall comply with the terms of a Participant Agreement in all material respects save to the extent

otherwise agreed by the Manager and the Trustee. The Manager shall accept a redemption request otherwise than from an Authorized Participant as required by Clause 14.4.1.

14.2 On receipt by a Receiving Agent of a redemption request from an Authorized Participant (unless otherwise agreed by the Trustee) on behalf of a Holder which complies with the requirements of Clause 14.3 (subject as provided below, the Dealing Day on which the redemption request is received shall be the Transaction Date for these purposes), the Manager shall (subject to, *inter alia*, the provisions of Clauses 14.8 and 14.10) effect the redemption of the Units in Redemption Unit aggregations (save that the Manager may, with the Trustee's approval, effect redemption of Units for cash in aggregations of Units smaller than Redemption Unit aggregations for a particular case or cases and save always that on the last Dealing Day of any month, Units need not be redeemed in Redemption Unit aggregations), specified in the redemption request for proceeds equivalent to the Redemption Value of each Redemption Unit aggregation or the Redemption Value of the relevant Units to be redeemed, such proceeds to be (subject to Clause 14.3) by way of cash only but so that, if any redemption request is received on a day which is not a Dealing Day or is received after the Redemption Dealing Deadline on a Dealing Day, unless the Manager, with the consent of the Trustee, confirms with the Receiving Agent that the late order may be accepted and received on that Dealing Day (save that in no case will any redemption request received after the Valuation Point on that Dealing Day be accepted for that Dealing Day), that redemption request shall be treated as having been received at the opening of business on the next following Dealing Day, which shall be the Transaction Date for the purposes of that redemption request. Units, the subject of a redemption request, shall be redeemed and cancelled on the Settlement Date therefor (whereupon the name of the Holder of such Units shall be removed from the Register in respect thereof) but, for valuation purposes only, shall be deemed to have been redeemed and cancelled on the Dealing Day immediately following the Transaction Date therefor.

14.3 For the purposes of Clause 14.2, upon the written request of a Holder the Manager has the absolute discretion, but shall not be obliged, to effect the redemption of Units in Redemption Unit aggregations by way of a transfer by or on behalf of the Trustee *in specie* of the Redemption Securities and payment by or on behalf of the Trustee in cash of the Cash Redemption Component (if positive) determined as at the Transaction Date, instead of paying the redemption proceeds in cash only.

14.4 To be effective a redemption request:

14.4.1 must be given to the Receiving Agent by an Authorized Participant in accordance with a Participant Agreement provided always that the Manager (but not a Receiving Agent) shall have discretion (with the prior approval of the Trustee) to accept a redemption request given in writing signed by a Holder and the Manager shall be obliged to accept a redemption request given in writing signed by a Holder given to the Manager where there are no Authorized Participants appointed (and the terms of this Clause 14 shall be construed accordingly) and provided further that, in the event the Units cease at any time to be listed on the Stock Exchange and any other Recognized Exchange for a continuous period of 30 days, the Manager will, within 14 days from the end of the such 30 day period, commence accepting redemption requests made directly by Holders subject to the provisions

of this Deed, and in the event that the Trust is subsequently re-listed on the Stock Exchange or a Recognized Exchange, the Manager may, on reasonable notice given to Holders, again require redemption requests to be made only by Authorized Participants; and

14.4.2 must specify the (round) number of Redemption Unit aggregations which is the subject of the redemption request or, as the case may be, the total (round) number of Units to be redeemed;

14.4.3 other than on the last Dealing Day of each month, may not be in respect of Units other than as comprising a Redemption Unit aggregation (save that the Manager may with the Trustee's prior approval, redeem Units in aggregations smaller than Redemption Unit aggregations for a particular case or cases); and

14.4.4 must include the certifications contemplated in the Participant Agreement in respect of redemptions of Units (if applicable), together with such certificates and opinions of counsel as the Trustee and the Manager may consider necessary to ensure compliance with applicable securities and other laws.

14.5 Subject to the provisions of Clause 14.14, a redemption request once given cannot be revoked or withdrawn without the consent of the Manager.

14.6 The Redemption Value per Redemption Unit at which any redemption and cancellation of Units in Redemption Unit aggregations shall be effected shall, in respect of each Redemption Unit aggregation, be ascertained as follows:

14.6.1 by dividing the Value of the Trust (determined in accordance with the Second Schedule) at the relevant Valuation Point on the Transaction Date by the number of Units then in issue and deemed to be in issue;

14.6.2 by adjusting the resulting total per Unit to the nearest US$0.0001 (with fractions of US$0.00005 and above being rounded up) (or such other method of rounding or adjustment as may be determined by the Manager from time to time with the prior approval of the Trustee);

14.6.3 by multiplying the resulting total by the number of Units comprising a Redemption Unit aggregation; and

14.6.4 thereafter by adjusting the amount to the nearest US$0.01 (one cent) (with fractions of US$0.005 being rounded up) (or such other method of rounding or adjustment as may be determined by the Manager from time to time with the prior approval of the Trustee).

14.7 The Redemption Value at which any redemption and cancellation of Units which do not need to be in Redemption Unit aggregations shall be effected shall be ascertained as follows:

14.7.1 by dividing the Value of the Trust (determined in accordance with the Second Schedule) at the relevant Valuation Point on the Transaction Date by the number of Units then in issue and deemed to be in issue; and

14.7.2 by adjusting the resulting total per Unit to the nearest US$0.0001 (with fractions of US$0.00005 and above being rounded up) (or such other method of rounding or adjustment as may be determined by the Manager from time to time with the prior approval of the Trustee) ("**Redemption Value Per Unit**").

14.7.3 by multiplying the resulting total by the number of Units to be redeemed; and

14.7.4 thereafter by adjusting the amount downwards to the nearest US$0.01 (one cent) (with fractions of US$0.005 being rounded up) (or such other method of rounding or adjustment as may be determined by the Manager from time to time with the prior approval of the Trustee).

14.8 The Manager may deduct from and set off against any cash Redemption Value (or, for an *in specie* redemption made pursuant to Clause 14.3, any Cash Redemption Component) payable to a Holder (through an Authorized Participant) on the redemption of Units such sum (if any) as the Manager may consider represents the appropriate provision for Duties and Charges and Transaction Fees, which deduction shall be for the account of the Trust and may on any day differentiate between the amount of the Duties and Charges and the Transaction Fee it charges. For an *in specie* redemption made pursuant to Clause 14.3, to the extent that the Cash Redemption Component is insufficient to pay such Duties and Charges and Transaction Fees payable on such redemption, the redeeming Holder (through an Authorized Participant) shall promptly pay the shortfall in US dollars to or to the order of the Trustee and the Trustee shall not be obliged to deliver (and shall have a general lien over) the Redemption Securities until such shortfall is paid in full to or to the order of the Trustee.

14.9 Unless specifically requested by the Holder or former Holder or Participant or former Participant concerned so to do not later than one month after the relevant Transaction Date the Trustee shall be under no obligation to check the calculation of the Redemption Value in connection with any redemption or cancellation of Units pursuant to Clause 14.2 but shall be entitled at any time before the annual audited accounts of the Trust have been prepared covering the relevant Transaction Date to require the Manager to justify the calculation of the Redemption Value.

14.10 Any cash Redemption Value or (in the case of an *in specie* redemption made pursuant to Clause 14.3), any Redemption Securities distributable and Cash Redemption Component, payable (less any amount deducted and set-off pursuant to Clause 14.8) to a Holder (through an Authorized Participant) in respect of the redemption of Units may be paid or transferred sooner but shall, subject to the provisions of Clause 14.13, be distributable and payable, within four Business Days of the Transaction Date in accordance with Clause 14.12 provided that a Receiving Agent shall have received the redemption request duly signed (to the satisfaction of the Manager) by such Authorized Participant, and provided further that the Units, the subject of the redemption request, have been delivered in accordance with Clause 14.12 and the full amount of the Cash Redemption Component (if negative) and any Duties and Charges and Transaction Fees payable under Clause 14.8 have been deducted and set-off or otherwise paid in full. If the redemption request provides for the cash Redemption Value to be paid to a bank account in the name of any person other than the Holder or (but only if the Units are deposited in CCASS and are not purchased with CPF moneys or SRS moneys) by book entry payment through CCASS to the underlying Participant, no amount shall be so paid unless and until the signature of the

Holder on that redemption request has been verified in such manner as may be required by, and to the satisfaction of, the Manager. In the case of an *in specie* redemption made pursuant to Clause 14.3 and subject to the consent of the Manager, if the redemption request provides for the Redemption Securities be transferred to any person other than the Holder of those Units or (if the Units are deposited in CCASS) by book entry through CCASS to the underlying Participant or the Cash Redemption Component, to be paid to a bank account in the name of any person other than the Holder or (but only if the Units are deposited in CCASS) by book entry payment through CCASS to the underlying Participant, no Redemption Security shall be so distributed and no amount shall be so paid unless and until the signature of the Holder on that redemption request has been verified in such manner as may be required by, and to the satisfaction of, the Manager. For the purposes of this Clause 14.10, the Holder on whose behalf a redemption application is made by an Authorized Participant (excluding a Holder who purchased his Units with CPF moneys or SRS moneys) hereby authorizes (i) the payment of the cash Redemption Value or the Cash Redemption Component, as the case may be, by book entry payment to the designated cash account or by telegraphic transfer to a bank account in the name or to the order, and (ii) the transfer of the Redemption Securities by book entry to the designated stock account, in each case, of that Authorized Participant by or through whom that redemption request was made. The cash Redemption Value or Cash Redemption Component, as the case may be, shall be paid in US dollars and, if paid by telegraphic transfer, shall be paid to a US dollar account of a Singapore or Hong Kong bank, unless otherwise agreed by the Manager.

14.11 No Holder shall be entitled to redeem part only of his holding of Units if such redemption would result in such Holder holding fewer Units after such redemption than the minimum number of Units for the time being prescribed by the Manager pursuant to Clause 7.7.1.

14.12 Where Units are to be redeemed on any Settlement Date, but subject as provided in Clause 14.13, the Manager shall proceed to effect any sales of Investments necessary to provide the cash required to pay the cash Redemption Value or (in the case of an *in specie* redemption pursuant to Clause 14.3) the Cash Redemption Component, and notify the Trustee that those Units are to be redeemed and cancelled in accordance with the provisions of this Clause 14. In such event (but subject as provided below) the Trust shall be reduced by the cancellation of those Units on that Settlement Date and (subject as otherwise provided in this Deed including, without limitation, Clause 14.10) for settlement within four Business Days of the Transaction Date (or such later date as may from time to time be determined by the Manager with the consent of the Trustee and as permitted by the Authority) the Trustee shall pay the cash Redemption Value (with such deductions as are permitted by this Deed) or (in the case of an *in specie* redemption made pursuant to Clause 14.3) transfer the applicable Redemption Securities out of the Deposited Property to or to the order of the Authorized Participant through which the redeeming Holder made his redemption request and shall pay the Cash Redemption Component, (with such deductions as are permitted by this Deed), in accordance with and subject to the provisions of Clause 18 as if the same were a distribution payable to the relevant Holder. Notwithstanding the foregoing, no cash Redemption Value or Cash Redemption Component shall be paid and no Redemption Securities shall be delivered under this Clause 14.12 unless Units, the subject of the redemption request, have been delivered to the Trustee for redemption by such time on the Settlement Date as the Trustee and the Manager shall for the time being prescribe for such redemption request. The Manager, with the approval of the

Trustee, may at its discretion extend the settlement period, such extension to be on such terms and conditions (including as to the payment of any fees it may determine to represent the administrative costs involved in extending the Settlement Date) as the Manager may determine. In the event that Units are not delivered to the Trustee for redemption in accordance with the foregoing: (i) the redemption request shall be deemed never to have been made (except that the Transaction Fee and any Duties and Charges therefor shall remain due and payable) and (ii) the Manager may, but shall not be bound to, charge the applicant (for the account of the Trust) a cancellation fee of such amount as it may from time to time determine to represent the administrative costs incurred by the Trust in connection with processing the redemption request and its cancellation. In addition, the Manager may, but shall not be bound to, require the applicant to pay to the Trustee for the account of the Trust (a) any losses and interest costs incurred by the Trust arising in respect of the Trust's sale and/or purchase of Investments in connection with the redemption request and its cancellation and (b) in respect of each Unit, the subject of the redemption request, the amount (if any) by which the Redemption Value of each such Unit at the Transaction Date for the redemption request is less than the Issue Price which would have applied in relation to each such Unit if a Receiving Agent had received on the date of cancellation of the redemption request an application from such applicant for the creation of such Units in accordance with the provisions of Clause 11.

14.13 Subject to the provisions of the Code relating to suspension of dealings, the Manager may at any time with the approval of the Trustee, having regard to the best interests of the Holders, suspend the right of the Holders to require the redemption of Units under this Clause 14 and/or delay the payment of any moneys and distribution of any Redemption Securities in respect of any such redemption during any of the following periods:

14.13.1 any period when the Stock Exchange, CCASS, any other Index Depository or other relevant exchange or clearing and settlement system is closed;

14.13.2 any period when dealings of the Units on the Stock Exchange are restricted or suspended;

14.13.3 any period when settlement or clearing of securities in CCASS, any other Index Depository or other relevant clearing or settlement system is disrupted;

14.13.4 the existence of any state of affairs as a result of which delivery of Index Securities or Non-Index Securities comprised in a Deposit Basket or Redemption Basket or disposal of Investments for the time being comprised in the Fund Assets cannot, in the opinion of the Manager, be effected normally or without prejudicing the interests of Holders;

14.13.5 any period when, in the opinion of the Manager, funds cannot be normally remitted from Fund Assets without prejudicing the interests of Holders;

14.13.6 any period when the Pan-Asia Index is not compiled or published;

14.13.7 any breakdown in the means normally employed in determining the Value of the Fund Assets or the liabilities of the Trust or when for any other reason the Value

of any Investment or other property for the time being comprised in the Fund Assets or the liabilities of the Trust cannot be promptly and accurately ascertained;

14.13.8 the existence of any state of affairs which in the opinion of the Manager or the Trustee, with the prior approval of the other, might seriously prejudice the interests of the Holders as a whole or the Deposited Property;

14.13.9 any period when the dealing of Units is suspended pursuant to any order or direction issued by the Authority or the Commission; or

14.13.10 any period when the business operations of the Manager or the Trustee in relation to the operation of the Trust are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

Such suspension (which expression shall include the aforesaid right to delay payment) shall take effect forthwith upon the declaration thereof by the Manager and thereafter there shall be no redemption of Units, payment of the cash Redemption Value and/or if applicable, transfer of Redemption Securities and payment of Cash Redemption Component in respect of any such redemption until the Manager shall declare the suspension at an end, except that the suspension shall terminate in any event on the Business Day following the first Business Day on which (a) the condition giving rise to the suspension shall have ceased to exist and (b) no other condition under which suspension is authorized under this Clause 14.13 shall then exist. Each declaration by the Manager pursuant to this paragraph shall be consistent with such official rules and regulations, if any, relating to the subject matter thereof as shall have been promulgated by any authority having jurisdiction over the Trust and as shall be in effect at the time. To the extent not inconsistent with such official rules and regulations, and subject to the foregoing provisions hereof, the declaration of the Manager shall be conclusive. During any such suspension by reason of any of the circumstances set out in Clauses 14.13.1 to 14.13.10 above, the calculation of the Value of the Fund Assets and each Unit (including the Issue Price and Redemption Value) may also be suspended and the Manager shall be under no obligation to rebalance or adjust the Fund Assets, in either case at the discretion of the Manager and with the prior approval of the Trustee. The Manager shall publish the fact that the calculation of the Value of the Fund Assets and each Unit is suspended immediately following such suspension and at least once a month during the period of such suspension in such newspaper or newspapers in Singapore and Hong Kong or elsewhere as the Manager may from time to time think fit. All suspensions will also be subject to the suspension provisions set out in Paragraph 6.2(c) of Chapter 6 of the Code.

14.14 Any Authorized Participant may at any time after such a suspension has been declared and before termination of such suspension withdraw any redemption request or any application for the issue of Units by notice in writing to the Receiving Agent to whom the relevant request or application had originally been submitted. If no such notification of the withdrawal of any such request or application has been received by the Receiving Agent before termination of such suspension, the Manager shall, subject to and in accordance with the provisions of this Deed, redeem Units in respect of which any Receiving Agent has received a valid redemption request and the Trustee and the Manager shall consider applications for the issue of Units as at the Dealing Day next following the termination of such suspension. In addition, the period for

distributing any proceeds the distribution of which has been delayed pursuant to the suspension shall be extended by a period equal to the length of the period of the suspension.

14.15 Notwithstanding the foregoing provisions of this Clause 14, for an *in specie* redemption made pursuant to Clause 14.3, the Manager may from time to time in its absolute discretion substitute an amount of cash to replace any Index Security or Non-Index Security (or all of the Index Securities and/or Non-Index Securities) comprised in a Redemption Basket in connection with a request to redeem any Redemption Unit aggregation pursuant to this Clause 14. In the event the Manager exercises its discretion under this Clause, the cash in lieu amount shall be equal to the Value of any substituted Index Security or Non-Index Security and, for the purposes of this Clause 14 and elsewhere in this Deed, shall comprise part of the Cash Redemption Component and each such substituted Index Security or Non-Index Security shall be deemed not to be a Redemption Security comprising part of the Redemption Basket. The Manager shall be entitled in its discretion to charge (for the account of the Trust) to the applicant for any Units for which cash is paid in lieu of delivering any Redemption Securities such additional sum it may consider represents the appropriate provision for Duties and Charges.

14.16 The Manager may charge a Transaction Fee per redemption request and may on any day differentiate between the amount of the Transaction Fees it charges. The Transaction Fees shall be paid by or on behalf of the Authorized Participant submitting the request to redeem such Units (and may be set off and deducted against the cash Redemption Value) or (in the case of an *in specie* redemption made pursuant to Clause 14.3) the Cash Redemption Component and will be retained by the Trust.

14.17 For an *in specie* redemption made pursuant to Clause 14.3, the Value of the Redemption Securities to be delivered to a Holder (through such Authorized Participant) redeeming its Units shall be calculated on the basis of the valuation rules set out in the Second Schedule.

14.18 Any changes to the circumstances in which Holders may redeem Units as provided in this Clause 14, including the method of determining the Redemption Value, will require the prior approval of the Trustee, and the Trustee shall determine if Holders are to be informed of such change. The amount of any rounding adjustment of the Redemption Value shall be retained by the Trust.

14.19 The Manager shall be entitled to limit the total number of Units which Holders are entitled to redeem on a Dealing Day to 1 million Units (net of the number of Units for which valid subscriptions have been accepted on that Dealing Day) (or such other amount as the Manager may determine from time to time upon giving reasonable prior notice to the Trustee and Authorized Participants), such limitation to be applied (subject as provided in the last sentence of this paragraph) *pro rata* to all Authorized Participants who have validly requested redemptions to be effected on such Dealing Day so that the proportion redeemed of each holding so requested to be redeemed is the same for all Authorized Participants save that priority of redemption may be given to such Authorized Participants who are market makers. Any Units which, by virtue of the powers conferred on the Manager hereby, are not redeemed in respect of a particular Dealing Day (a "**first relevant Dealing Day**") shall be carried forward for redemption (subject to any further application of the provisions of this paragraph) on the Dealing Day next following the first relevant Dealing Day (such Dealing Day being hereinafter referred to as a "**second relevant Dealing Day**"). The Trustee will inform the Authorized

Participants of Units the redemption of which has been deferred under this Clause 14.19 by no later than one Business Day after the Settlement Date in respect of the first relevant Dealing Day and that (subject as aforesaid) they shall be redeemed on the second relevant Dealing Day. If redemption requests are carried forward as aforesaid, any other redemption request received after the first relevant Dealing Day and before the second relevant Dealing Day shall also be carried forward to, and be deemed to be a request for the redemption of the relevant Units on the second relevant Dealing Day. If on the second relevant Dealing Day the Manager shall decide to apply the limitation described in the first sentence of this paragraph, Units the subject of redemption requests first carried forward from the first relevant Dealing Day shall then (subject to the application of such limitation) be redeemed in priority to Units the subject of redemption requests received after such previous first relevant Dealing Day, and for the purposes of the operation of this Clause 14.19 such second relevant Dealing Day shall be treated as the first relevant Dealing Day for Holders whose redemption requests are to be carried forward hereunder after such second relevant Dealing Day.

15. INVESTMENT OF THE FUND ASSETS

15.1 The investment objective (the "**Investment Objective**") of the Trust shall be to achieve investment results, that correspond closely to the total return of the Pan-Asia Index, before fees and expenses.

15.2 All cash and other assets which ought in accordance with the provisions of this Deed to form part of the Deposited Property shall be paid or transferred to the Trustee forthwith and all cash shall, except in so far as such cash may in the opinion of the Manager be required for Duties and Charges or be required for transfer to the Distribution Account, be applied by the Manager (but subject always to or as permitted by the provisions of this Deed) in the acquisition of Index Securities, Non-Index Securities and other Investments in accordance with the Investment Objective, provided that all or any amount of uninvested cash may be retained in US dollars or in an Asian Currency in cash with or on short term deposit with, or in certificates of deposit or other banking instruments issued by any one or more banks approved by the Trustee, including with the Trustee or with any Connected Person of either the Trustee or the Manager (being a bank licensed to accept deposits) so long as the uninvested cash is maintained in a manner that is in the best interests of Holders and the institution pays interest thereon at a rate having regard to the prevailing commercial rate for deposits of the type, size and term of the deposit in question and negotiated at arm's length in accordance with the ordinary and normal course of business provided that no more than 5% of the Value of the Trust (such limit may be temporarily exceeded for reasons of cash subscriptions, pending redemptions, market movements and other matters relating to the management of the Trust, provided that the Manager shall rectify the excess as soon as practicable) may be deposited with, or invested in certificates of deposit or other banking instruments issued by, any single institution, provided that, other than uninvested cash (including, without limitation, the Cash Issue Component) pending investment following an issue of Units after the Initial Offer Period or in respect of any Dealing Day and uninvested cash to be utilised by the Trustee or the Manager to fund the cash Redemption Value or Cash Redemption Component on a redemption of Units on any Dealing Day, not more than 10% of the Value of the Trust may be held in cash or cash equivalents under this Clause 15.2.

15.3 Without prejudice to Clause 15.2, and unless otherwise permitted by, or any waiver in this respect has been obtained for the Trust from the Commission in this respect, the value of the

Trust's cash deposits (as described in the SFC Code) made with the same entity or entities within the same group (as defined in accordance with the SFC Code) may not exceed 20% of the Value of the Trust, unless:

15.3.1 the cash deposit made is cash proceeds from the liquidation of Investments prior to the merger or termination of the Trust whereby placing cash deposits with various financial institutions would not be in the best interests of Holders; or

15.3.2 the cash deposit is cash proceeds received from subscriptions pending investments and is cash held for the settlement of redemption and other payment obligations, whereby the placing of cash deposits with various financial institutions can be unduly burdensome and the cash deposit arrangement would not compromise Holders' interests.

15.4 Save to the extent waived or permitted by the Authority, for so long as the Trust is authorized by the Authority under Section 286 of the Securities and Futures Act, the investment restrictions set out in the Code Investment Guidelines shall apply to the Trust. In the event that the Authority updates, modifies, amends, supplements or re-constitutes the Code Investment Guidelines (the "**Updated Code Investment Guidelines**"), the Updated Code Investment Guidelines shall apply to the Trust with effect from the effective date of the Updated Code Investment Guidelines as specified by the Authority. In the event of any conflict between the Code Investment Guidelines and any other investment restrictions of the Trust set out in this Deed, the stricter provision shall prevail.

15.5 No holding of any Investment may be acquired or added to which:

15.5.1 subject to Clause 15.6, would result in the aggregate Value of the Trust's, investments in, or exposure (as calculated pursuant to the SFC Code) to any single entity through the following (which are not Asian Government securities or other public securities) exceeding 10% of the Value of the Trust save to the extent that any waiver in this respect has been obtained for the Trust from the Authority and the Commission, and in which case the limit (if any) accepted by the Authority and the Commission shall apply: (a) investments in securities issued by that entity; (b) exposure to that entity through underlying assets of derivative instruments; and (c) net counterparty exposure to that entity arising from transactions of over-the counter derivative instruments; or

15.5.2 would result in the Value of the Trust's holding of securities (which are Asian Government securities or other public securities, including Index Securities and Non-Index Securities) of the same issue exceeding 20% of the Value of the Trust save to the extent that any waiver in this respect has been obtained for the Trust from the Authority and the Commission, and in which case the limit (if any) accepted by the Authority and the Commission shall apply; or

15.5.3 would result in the Value of the Trust's holding of Non-Index Securities exceeding 20% of the Value of the Trust; or

15.5.4 would result in the Value of the Trust's holdings of an Index Security exceeding that Index Security's weighting in the Pan-Asia Index by an amount exceeding 5% of the Value of the Trust; or

15.5.5 subject to Clause 15.5.1 or Clause 15.18.4 unless otherwise permitted by or if any waiver in this respect has been obtained for the Trust from the Commission, would result in the aggregate Value of the Trust's investments in, or exposure to, entities within the same group through the following exceeding 20% of the Value of the Trust (as calculated pursuant to the SFC Code): (a) investments in securities issued by those entities; (b) exposure to those entities through underlying assets of derivative instruments; and (c) net counterparty exposure to those entities arising from transactions of over-the-counter derivative instruments;

15.5.6 would result in the Trust's holdings of any repurchase agreements, futures contracts, options on futures contracts, options, warrants and other derivative instruments (determined by reference to the Value of the contract prices of the relevant instrument, whether payable by or to the Trust, or (in the case of options and warrants) total premium amounts) related to the Pan-Asia Index or related to positions in Index Securities (or Non-Index Securities held by the Trust):

(a) exceeding 15% of the Value of the Trust where such instruments are entered into for the purposes (otherwise than for hedging purposes) of gaining exposure to Index Securities (or Non-Index Securities held by the Trust) with a view to seeking performance that closely tracks the Pan-Asia Index consistent with achieving the Investment Objective and in managing cash flows; and

(b) exceeding 15% of the Value of the Trust where such instruments are entered into for hedging purposes;

15.5.7 would result in the Trust holding more than 10% of any ordinary shares issued by any single entity;

15.5.8 without prejudice to other investment restrictions or requirements under this Clause 15, would result in the holdings of the Trust's investments in securities and other financial products or instruments that are neither listed, quoted nor dealt in on a market (as required under the SFC Code) exceeding 15% of the Value of the Trust.

15.6 Notwithstanding Clause 15.5.1 above and subject to otherwise permitted under the SFC Code, more than 10% of the Value of the Trust may be invested in constituent securities issued by a single entity provided that:

15.6.1 it is limited to any constituent securities that each accounts for more than 10% of the weighting of the index; and

15.6.2 the Trust's holding of any such constituent securities may not exceed their respective weightings in the index, except where weightings are exceeded as a

result of changes in the composition of the index and the excess is only transitional and temporary in nature.

15.7 Notwithstanding the Investment Objective, if any of the applicable investment restrictions contained in the SFC Code, the Code and/or this Deed are breached, save to the extent any waiver has been obtained for the Trust from the Authority and the Commission, the Manager shall take as a priority objective all steps as are necessary within a reasonable period of time to remedy such breach, taking due account of the interests of Holders.

15.8 Except as may be otherwise specifically provided herein, the Manager shall not on behalf of the Trust:

15.8.1 invest in less than six different issues of securities save to the extent that any waiver in this respect has been obtained for the Trust from the Commission, and in which case the limit (if any) prescribed by the Commission shall apply; or

15.8.2 invest in commodities or commodity based investments; or

15.8.3 directly hold any type of real estate (including buildings) or any options, rights or interests in respect thereof; or

15.8.4 invest in any collective investment schemes; or

15.8.5 effect any short sale of any Investment except as otherwise permitted under this Deed and the SFC Code; or

15.8.6 hold any repurchase agreements, futures contracts, options on futures contracts, options, warrants and other derivative instruments other than related to the Pan-Asia Index or related to positions in Index Securities (or Non-Index Securities held by the Trust) and then in accordance with the limits set out in Clauses 15.5.6 and 15.11; or

15.8.7 grant or create in favour of any person any option; or

15.8.8 effect or enter into any underwriting or sub-underwriting contracts in relation to the subscription or purchase of Investments; or

15.8.9 invest in any Investment or other property or engage in any transaction which would be likely to involve the assumption, by the Trust, of unlimited liability; or

15.8.10 lend any monies comprising part of the Fund Assets to any person (but which shall not prohibit the holding or investment of uninvested cash in any of the ways or instruments permitted under Clause 15.2); or

15.8.11 assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person; or

15.8.12 hold any security where a call is to be made for any sum unpaid on that security unless that call can be met in full out of cash or near cash by the Trust (whereby such amount of cash or near cash has not been segregated to cover a future or

contingent commitment arising from transactions in derivative instruments for the purposes of Clauses 15.19.1 and 15.19.2).

15.9 Any Duties and Charges payable in respect of the acquisition or realisation of any Investment or any deposit as aforesaid may be paid out of the Deposited Property.

15.10 For the purposes of Clause 15.5.6, a repurchase agreement or futures contract or option or warrant or other derivative instruments related to the Pan-Asia Index or related to positions in Index Securities (or Non-Index Securities held by the Trust) is acquired for hedging purposes if it is within the definition of such term as referred to in the SFC Code and Code.

15.11 For the purpose of providing margin and/or cover in respect of any repurchase agreement, futures contract, option on futures contracts, option, warrant and other derivative instruments related to the Pan-Asia Index or related to positions in Index Securities (or Non-Index Securities held by the Trust), the Trustee shall be entitled in accordance with the instructions of the Manager and as permitted under the rules and regulations of any applicable futures exchanges and all applicable laws to charge, pledge or encumber any Investments forming part of the Deposited Property.

15.12 The Manager shall have the responsibility under the supervision of the Trustee for effecting any adjustments (a "**Rebalance**") in the Trust's portfolio to conform to changes in the composition and/or weighting of the Pan-Asia Index or the composition and/or weighting of the Fund Assets relative to the Pan-Asia Index. Subject as provided below the Manager shall use its professional skill, care and judgement to ensure that the Investment Objective is met. In certain circumstances, replicating the composition and weighting of the Pan-Asia Index may be or become impracticable. In such a circumstance, subject always to the investment restrictions in this Clause 15, the Manager shall continue to strive to meet the Investment Objective to the best of its ability, taking into account all relevant market circumstances. In addition, the Manager shall not be obliged to Rebalance the Trust's portfolio in circumstances where (in the reasonable opinion of the Manager) the level of Duties and Charges and other costs related to the Rebalance, which would be incurred in effecting such Rebalance, would outweigh the benefits of such a Rebalance.

15.13 The Trustee shall be entitled at any time at its entire discretion to give notice (which notice shall include a reason for the refusal of transfer) to the Manager that it is not prepared to accept the transfer of any asset which in its opinion infringes the terms of this Deed and the Trustee shall be entitled to require the Manager to deposit in place of any such asset other Investments acceptable to the Trustee insofar as such requirement is in the Trustee's opinion consistent with the Investment Objective.

15.14 Neither the Manager nor the Trustee shall alter the Investment Objective without the sanction of an Extraordinary Resolution.

15.15 Save to the extent waived or permitted by the CPF Board, if and for so long as the Trust is a CPFIS Included Fund, the investment restrictions set out in the CPF Investment Guidelines shall apply to the Trust. In the event that the CPF Board updates, modifies, amends, supplements or re-constitutes the CPF Investment Guidelines (the "**Updated CPF Investment Guidelines**"), the Updated CPF Investment Guidelines shall apply to the Trust with effect from

the effective date of the Updated CPF Investment Guidelines as specified by the CPF Board. In the event of any conflict between the CPF Investment Guidelines and any other investment restrictions of the Trust set out in this Deed, the stricter provision shall prevail.

15.16 The Manager may with the approval of the Trustee arrange for the Index Securities and Non-Index Securities of the Trust to be loaned through the agency of any person provided that:

15.16.1 any such loan or loans shall not in aggregate exceed 30% of the Value of the Trust, including assets derived from such lending activities;

15.16.2 at any time that any Index Securities or Non-Index Securities of the Trust are lent or proposed to be lent, the amount of such Index Securities or Non-Index Securities of the same issue that may be lent shall not exceed the lower of:

(a) a limit as determined by the Manager from time to time in its absolute discretion, pursuant to a mechanism as agreed between the Trustee and the Manager; and

(b) 50% of the aggregate market holding of such Index Securities or Non-Index Securities of that issue available for lending, as determined by a service provider appointed by the securities lending agent and approved by the Trustee;

15.16.3 subject to the Code Investment Guidelines, the collateral to be acquired in respect of any loan shall be adequate, shall in any event be of a value exceeding 100% of the Value of the Index Securities and Non-Index Securities lent and shall comprise (i) cash, (ii) Index Securities, (iii) Non-Index Securities and/or (iv) other high quality cash equivalent investments approved by the Trustee and with a remaining term of not more than 366 days;

15.16.4 any cash collateral received shall not be reinvested or shall be invested in the form of instruments described in Clause 15.16.3 above;

15.16.5 the collateral is marked to market daily;

15.16.6 the Trustee or its representative takes delivery of the collateral immediately;

15.16.7 the collateral shall comply with the requirements under the SFC Code and the Code (whichever is stricter);

15.16.8 the Trust shall be able to recall the Index Securities and Non-Index Securities of the Trust on loan, or terminate the loan, at any time in accordance with standard settlement times in the relevant market;

15.16.9 loans of Index Securities and Non-Index Securities by the Trust are made in the best interests of the Holders and the associated risks have been properly mitigated and addressed in accordance with the SFC Code;

15.16.10 the Trust will receive not less than 50% of the total income derived from its loaning of Index Securities and Non-Index Securities of the Trust and all the revenues arising from the loan, net of direct and indirect expenses as reasonable and normal compensation for the services rendered in the context of the loan will be returned to the Trust,

and **provided further that**, such loan or loans shall in addition be carried out in accordance with the securities lending provisions in the Code Investment Guidelines, and if and for so long as the Trust is a CPFIS Included Fund, in accordance with the securities lending provisions in the CPF Investment Guidelines in addition to the Code Investment Guidelines.

15.17 Subject to the provisions in this Deed, the Trust may use derivative instruments for hedging and/or efficient portfolio management.

15.18 Unless otherwise permitted by the SFC Code, derivative instruments held by the Trust, whether for non-hedging purposes or otherwise:

15.18.1 should be listed or quoted on a stock exchange or dealt in an over-the-counter market;

15.18.2 should have its underlying assets consist solely of shares in companies, debt securities, money market instruments, units/shares of collective investment schemes, deposits with substantial financial institutions (as defined in the SFC Code), Government and other public securities (as defined in the SFC Code), financial indices that meet the requirements in Appendix 5 of the Code, interest rates, foreign exchange rates, currencies or other asset classes acceptable to the Commission and the Authority, in which the Trust may invest according to its Investment Objective;

15.18.3 should have counterparties to transactions of over-the-counter derivative instruments or guarantors that meet such requirements as prescribed under the Code and are authorized institutions (as defined under section 2(1) of the Banking Ordinance (Cap. 155 of the laws of Hong Kong)) or a financial institution which is on an ongoing basis subject to prudential regulation and supervision, with a minimum net asset value of two billion Hong Kong dollars or its equivalent in foreign currency;

15.18.4 should not, subject to Clauses 15.5.1 and 15.6 of this Deed, have the Trust's net counterparty exposure to a single entity arising from transactions of over-the-counter derivative instruments exceed 10% of the Value of the Trust (as calculated in accordance with the SFC Code);

15.18.5 be valued marked-to-market daily, subject to regular, reliable and verifiable valuation conducted by the Manager or the Trustee or their nominee(s), agent(s) or delegate(s) independent of the issuer of the derivative instruments through measures such as the establishment of a valuation committee or engagement of third party services. The derivative instruments can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the Trust's initiative.

Further, calculation agent/Administrator (if engaged) should be adequately equipped with the necessary resources to conduct independent marked-to-market valuation and to verify the valuation of the derivative instruments on a regular basis; and

15.18.6 should not, together with other investments of the Trust, in aggregate exceed the corresponding investment restrictions or limitations applicable to such underlying assets and investments as otherwise set out in this Deed, the Code and the SFC Code.

15.19 Unless otherwise permitted under the SFC Code:

15.19.1 the Trust should at all times be capable of meeting all its payment and delivery obligations incurred under transactions in derivative instruments (whether for non-hedging purposes or otherwise). The Manager should, as part of its risk management process, monitor to ensure that the transactions in derivative investments are adequately covered on an ongoing basis;

For the purpose of this Clause 15.19.1, assets that are used to cover the Trust's payment and delivery obligations incurred under transactions in derivative instruments should be free from any liens and encumbrances, exclude any cash or near cash for the purpose of meeting a call on any sum unpaid on a security, and cannot be applied for any other purposes; and

15.19.2 where a transaction in derivative instruments giving rise to a future commitment or contingent commitment of the Trust shall be covered as follows:

(a) in the case of derivative instrument transactions which will, or may at the Trust's discretion, be cash settled, the Trust shall at all times hold sufficient assets that can be liquidated within a short timeframe to meet the payment obligation; and

(b) in the case of derivative instruments which will, or may at the counterparty's discretion, require physical delivery of the underlying assets, the Trust shall hold the underlying assets in sufficient quantity at all times to meet the delivery obligation. If the Manager considers the underlying assets to be liquid and tradeable, the Trust may hold other alternative assets in sufficient quantity as cover, provided that such assets may be readily converted into the underlying assets at any time to meet the delivery obligation.

15.20 For the avoidance of doubt, Clauses 15.5.6, 15.18 and 15.19 shall also apply to any derivative instrument that is embedded in an Investment or other financial instrument.

16. BORROWINGS

16.1 Subject to any requisite consents from the competent authorities and any statutory requirements and restrictions for the time being in force and to the terms and conditions set out below in this Clause 16, the Trustee may at any time at the request of the Manager borrow money on account of the Trust, but such power shall be limited as follows:-

16.1.1 the principal amount for the time being of all borrowings under this Deed shall not exceed an amount equal to 10% of the Value of the Deposited Property on any Dealing Day;

16.1.2 the borrowing shall be made in US dollars or in an Asian Currency;

16.1.3 the period of any single borrowing shall not exceed four weeks;

16.1.4 the purpose of each borrowing shall be for the purposes of meeting redemptions and short-term (not more than four weeks) bridging requirements which may be related to any one or more of the following:

(a) to pay the cash Redemption Value or Cash Redemption Component on a redemption of Units;

(b) to purchase Index Securities or Non-Index Securities following a creation of Units where the cash amount of the Issue Price is not received in full in cleared funds by the Trustee on the Dealing Day on which such Units are created;

(c) to settle the purchase or sale of any Investments in order to facilitate a Rebalance of the portfolio of the Deposited Property in accordance with Clause 15.12;

(d) to pay any negative Cash Issue Component in accordance with Clause 11.4;

(e) to meet the fees, expenses and liabilities of the Trust (excluding the Management Fee or the Trustee Fee); or

(f) to pay distributions of income in accordance with Clause 18.

16.2 If at any time the aggregate principal amount of all outstanding borrowings under this Deed shall exceed an amount equal to 10% of the Value of the Deposited Property calculated on the then most recent Dealing Day, the Manager shall take as a priority objective all steps as are necessary within a reasonable time to remedy the situation, taking into account the interests of Holders.

16.3 For the purposes of or in connection with any borrowing under this Deed the following provisions shall apply:

16.3.1 The borrowing may be effected from any person approved by the Trustee and as permitted under the Code Investment Guidelines, but not including the Manager.

16.3.2 Whilst any borrowings subsist the Trustee may, from time to time and at any time in its absolute discretion, but only to the extent consistent with achieving the Investment Objective (in respect of which the Manager's opinion shall be conclusive), require such amount as it may determine to be maintained on short-term deposit in any manner authorized by this Deed, provided that the Trustee may not require there to be so maintained on deposit an amount exceeding the

aggregate amount of all borrowings for the account of the Trust for the time being outstanding.

16.3.3 Every borrowing shall be upon the terms that the borrowing shall become repayable in the event of the termination of the Trust.

16.3.4 Neither the Trustee nor the Manager shall be entitled to charge, pledge or encumber in any manner any part of the Deposited Property other than for the purposes of securing any borrowing permitted under this Clause 16 and interest and expenses in respect thereof and in accordance with the provisions set out in Clause 16.3.5 or as otherwise expressly provided in this Deed.

16.3.5 For the purposes of securing any borrowing and interest and expenses in respect thereof the Trustee shall be entitled, with the prior approval of the Manager, to mortgage, charge or pledge in any manner or allow to subsist any lien over all or any part of the Deposited Property (but not the Income Property). Where any part of the Deposited Property or any document of title thereto is for the time being under the custody or control of some person other than the Trustee in consequence of any such mortgage, charge, pledge or lien, the provisions of this Deed as to the custody and control of the Deposited Property or documents of title thereto (including registration of Investments) shall be deemed not to have been infringed thereby, but the Trustee shall be liable for the neglect or default of any such person in relation to the custody or control of such part of the Deposited Property or documents of title as if the same were the neglect or default of the Trustee. Any such mortgage, charge, pledge or lien shall be made or allowed to subsist upon the terms that the lender or such other person as aforesaid provides a binding written commitment to the Trustee to the effect that under no circumstances will the lender or such other person mortgage, charge or pledge or allow to subsist any lien over all or any part of such Deposited Property or to use all or any part of such Deposited Property to provide margin for or guarantee, secure, discharge or settle any borrowing, trade or contract or dispose of all or any part of such Deposited Property or treat all or any part of such Deposited Property as if any person other than the Trustee has any interest in it and no step shall be taken to enforce the security thereby constituted until thirty (or such lesser number as the Trustee may agree) days after notice in writing shall have been given to the Trustee demanding repayment of the moneys thereby secured. If such a notice shall be given the Trustee shall promptly advise the Manager which shall promptly effect such sales of Investments as may be necessary to enable such repayment to be effected in due time.

16.4 No person lending money to the Trustee shall be concerned to see or enquire whether the provisions of this Clause 16 are complied with.

16.5 Any interest on any borrowing effected under this Clause 16 and/or expenses incurred in negotiating, entering into, varying and carrying into effect, with or without variation, and maintaining any borrowing arrangements (including termination thereof), as are allowable as a deduction in computing the income of the Trust may be paid or recovered out of the Income Property. To the extent that there is insufficient income (after providing for other expenses and

charges payable thereout) to enable any such interest and/or expenses to be paid out of the Income Property the deficiency may be made good by a loan from moneys standing to the credit of the Deposited Property but so that the amount of any such loan shall be repaid to the Deposited Property as soon as is practicable.

16.6 In the event that any arrangements for borrowing or making deposits under this Clause 16 shall be made with the Trustee or any Connected Person of either the Manager or the Trustee (being a bank), provided that such person shall charge interest at no higher rate, and any fee for arranging or terminating any borrowing shall be of no greater amount than is in accordance with normal banking practice, the commercial rate for a borrowing of the size and nature of the borrowing in question and negotiated at arm's length, such bank shall be entitled to retain for its own use and benefit all profits and advantages which may be derived therefrom.

16.7 The Trustee shall not incur any liability by reason of any loss which a Holder may suffer by reason of any depletion in the Value of the Deposited Property which may result from any permitted borrowing arrangements made hereunder and (save as herein otherwise expressly provided) the Trustee shall be entitled to be indemnified out of and have recourse to the Deposited Property in respect of any liabilities, costs, claims or demands which it may suffer arising directly or indirectly from the operation of this Clause 16 and the arrangements referred to herein.

17. INCOME

17.1 All income accruing in respect of the Trust shall as and when received form part of the Income Property, which shall not form part of the Deposited Property but shall be applied in the manner provided below. Moneys forming part of the Income Property may if the Manager thinks fit be invested in any manner as provided by Clause 15 or otherwise (together with any accrued income not yet received by or on behalf of the Trustee) may be invested by the Manager in repurchase agreements, futures contracts, options on futures contracts, options, warrants, and other derivative instruments related to the Pan-Asia Index or related to positions in Index Securities (or Non-Index Securities held by the Trust) subject always to Clause 15.5.6. The amount of any interest earned or net profit gained shall, save as otherwise determined by the Manager, be Income Property.

17.2 There shall be paid, recovered or provided out of the Income Property all taxation payable by the Trustee in respect of the income of the Trust and all other sums payable by the Trustee in respect of such income in so far as they may be deductible or allowable in computing the annual income of the Trust.

17.3 If under the provisions of this Deed any sum is payable from the Income Property and the amount of Income Property available is insufficient to enable such payment to be made, the deficiency may be made good by a loan from the Deposited Property to Income Property but so that the amount of any such loan shall be repaid to the Deposited Property as soon as is practicable. For all the purposes of this Deed, the Deposited Property shall be deemed to include any amount for the time being owing to the Deposited Property from the Income Property. In addition, the Manager may, with the prior approval of the Trustee, transfer sums from the Deposited Property to meet amounts due in respect of distributions under Clause 18, where Income Property is insufficient to enable such payment to be made (and *vice versa*)

provided that both the Trustee and the Manager are satisfied that such an arrangement will not affect the Value of the Fund Assets (otherwise than resulting from the distribution) and is not prejudicial to the interests of Holders.

18. DISTRIBUTION OF INCOME

18.1 On each Ex. Dividend Date (with the exception of the Ex. Dividend Date which immediately precedes the Final Record Date) and on or before the following Interim Distribution Date, subject to Clauses 18.4 and 18.5, the Trustee shall, upon the instructions of the Manager, allocate and distribute respectively, by way of interim distribution, among the Holders rateably in accordance with the number of Units held by them respectively on the relevant Record Date:

18.1.1 from the Income Property (as calculated in accordance with Clause 17 and after the payment of all fees, costs and expenses properly payable from the Income Property and making appropriate provision for the payment of accrued fees, costs and expenses properly payable from Income Property) the lower of: (a) all or substantially all of such Income Property; and (b) an amount equal to the average Value of Deposited Property multiplied by the average yield of the Pan-Asia Index (after deducting therefrom an amount in respect of all fees, costs and expenses properly payable from Income Property and an appropriate provision for the payment of accrued fees, costs and expenses properly payable from Income Property), in each case in respect of the period commencing from (but excluding) the previous Ex. Dividend Date and ending on (and including) the current Ex. Dividend Date on account of the current Distribution Period; and

18.1.2 such amount of the Net Realized Capital Gains, as determined by the Manager having due regard to the total return of the Pan-Asia Index in the relevant period, the amount of Income Property to be distributed in accordance with this Clause 18.1 and the overall interests of Holders, in respect of the period commencing from (but excluding) the previous Ex. Dividend Date and ending on (and including) the current Ex. Dividend Date on account of the current Distribution Period.

On or before the each Interim Distribution Date the amount of cash required to effect such distribution shall be transferred to a separate account in the name of the Trustee to be entitled the "**Distribution Account**".

18.2 On the Ex. Dividend Date in each Distribution Period which immediately precedes the Final Record Date and on or before the following Distribution Date, subject to Clauses 18.4 and 18.5, the Trustee shall, upon the instructions of the Manager, allocate and distribute respectively, by way of final distribution in respect of that Distribution Period, among the Holders rateably in accordance with the number of Units held by them respectively on the following Final Record Date:

18.2.1 from the Income Property (as calculated in accordance with Clause 17 and after the payment of all fees, costs and expenses properly payable from the Income Property and making appropriate provision for the payment of accrued fees, costs and expenses properly payable from Income Property) the lower of: (a) all or substantially all of such Income Property; and (b) an amount equal to the average

Value of Deposited Property multiplied by the average yield of the Pan-Asia Index (after deducting therefrom an amount in respect of all fees, costs and expenses properly payable from Income Property and an appropriate provision for the payment of accrued fees, costs and expenses properly payable from Income Property), in each case in respect of the current Distribution Period less the amount previously allocated and distributed by way of an interim distribution under Clause 18.1.1 in respect of such Distribution Period; and

18.2.2 such amount of the Net Realized Capital Gains, as determined by the Manager having due regard to the total return of the Pan-Asia Index in the relevant period, the amount of Income Property to be distributed in accordance with this Clause 18.2 and the overall interests of Holders, in respect of the current Distribution Period less the amount previously allocated and distributed by way of an interim distribution under Clause 18.1.2 in respect of such Distribution Period.

On or before Final Distribution Date the amount of cash required to effect such distribution shall be transferred to a separate account in the name of the Trustee to be entitled the "**Distribution Account**". Any Income Property and Net Realised Capital Gains not allocated for distribution and distributed to Holders in respect of each Distribution Period shall be transferred to, and become, Deposited Property promptly following the Final Record Date.

18.3 Moneys for the time being standing to the credit of the Distribution Account may if the Manager thinks fit be placed in whole or in part on deposit or invested in like manner as provided by Clause 15.2. Any interest or other income earned by placing on deposit or investing monies standing to the credit of the Distribution Account shall be treated as if it were income derived from the Deposited Property and shall be for the account of Income Property accordingly but subject as aforesaid the amount standing to the credit of the Distribution Account shall not for any purposes of this Deed be treated as part of the Deposited Property but shall be held by or on behalf of the Trustee upon trust to distribute as herein provided.

18.4 Amounts to be distributed on or before each Distribution Date in respect of each Unit shall be rounded down to the nearest US$0.01 or such other rounding convention as the Manager shall from time to time determine. Any amount of the Income Property not distributed and any undistributable balance remaining in the Distribution Account shall be taken into account when next calculating the amount available for distribution on the next following Distribution Date.

18.5 The Trustee shall not be bound (except in the case of the final distribution) to distribute any of the moneys for the time being in its hands the amount of which is insufficient to pay US$0.01 (one cent) in respect of each Unit or such other amount as the Trustee shall determine.

18.6 The Manager (with the prior approval of the Trustee) shall be entitled at any time to alter any Distribution Date and consequently any Record Date and any Ex. Dividend Date (and if the Manager thinks fit, to increase or decrease the number of distributions in each year) and the number thereof provided that there shall always be at least one Distribution Date and one Interim Distribution Date (and two Record Dates, including the Final Record Date) in each Accounting Period after the first Accounting Date. In the event of any such alteration the Manager shall within twenty-one days thereafter give to Holders notice in writing of the alterations effected.

18.7 At the absolute discretion of the Manager (and with the prior approval of the Trustee), the Manager may permit each Holder to elect in writing to the Manager, and in such form as is acceptable to the Manager, to reinvest in additional Units (which need not be in Creation Unit aggregations) part or all of such amounts standing in the Distribution Account to which that Holder may be entitled by way of interim distribution or final distribution at a price per Unit to be determined in accordance with Clause 10.3. Units so issued shall be treated for the purposes of this Deed as Units issued for cash. Such reinvestment of income distributions shall be effected as at the Dealing Day specified by the Manager and notified to the Holder upon acceptance by the Manager of the distribution reinvestment request. The number of Units to be issued in accordance with this Clause 18.7 in respect of each such election shall be rounded down to the nearest traded board lot aggregation or on such other basis as determined by the Manager with the prior approval of the Trustee. The excess of any income distribution which cannot be invested in a whole traded board lot aggregation of Units (or such number of Units otherwise determined by the Manager with the prior approval of the Trustee) shall be paid to and thereupon form part of the Deposited Property. At the discretion of the Manager, Duties and Charges may be set off and deducted by the Manager (for the account of the Trust) against income distributions which are to be reinvested in Units pursuant to an election made under this Clause 18.7. No Transaction Fee shall be payable in respect of the reinvestment of income under this Clause 18.7.

19. COMPUTATION OF AMOUNT DISTRIBUTABLE

19.1 If the Trustee shall receive any bonus, right or benefit in respect of any assets forming part of the Deposited Property, whether in cash or by warrant, cheque or money credit or scrip bonus or otherwise which shall be considered by the Manager (after consulting with the Auditors either on a general or case by case basis) to be in the nature of income, the Manager shall, to the extent not inconsistent with achieving the Investment Objective, take such reasonable steps (if any) as are necessary to convert the bonus, right or benefit into cash or to appropriate equivalent value in cash and to retain such cash as part of the amount available for distribution in respect of the Distribution Period or part thereof in which such conversion takes place. Otherwise any such bonus, right or benefit shall be retained as part of the Deposited Property and shall not be available for distribution.

19.2 The amount of income available for distribution by the Trust in respect of any Distribution Period or part thereof shall be the total net amount received by or for the account of the Trustee in respect of the relevant Distribution Period or part thereof of all interest, coupons and all such other receipts as are mentioned in Clause 19.1 and are deemed by the Manager (after consulting with the Auditors either on a general or case by case basis) to be in the nature of income after making such permitted adjustments hereinafter mentioned as the Manager (after consulting with the Auditors either on a general or case by case basis) may think fit. Permitted adjustments shall be:

19.2.1 addition of a sum representing any interest, coupons or other payments of an income nature accrued but not received by the Trustee at the end of the Distribution Period or relevant part thereof, and deduction of a sum representing (to the extent that an adjustment by way of addition has been made in respect of any previous Distribution Period or part thereof) any interest, coupons or other payments as aforesaid accrued at the end of, but not received during, the previous

Distribution Period or part thereof. Income from Investments shall be deemed to have accrued at the Valuation Point on the coupon payment date for such Investment.

19.2.2 addition of any amount available for distribution in respect of the previous Distribution Period or relevant part thereof but not distributed in respect thereof;

19.2.3 deduction of any amount over-distributed in respect of the last preceding Distribution Period or relevant part thereof;

19.2.4 addition or deduction of such sums representing liability to tax and of repayments receivable or received on account of other tax relief or the Manager's best estimates (after consulting the Auditors either on a general or case by case basis) of such liabilities or repayments;

19.2.5 deduction of the amount of any other estimated or actual liability, including accrued or actual expenses attributable to the Trust, properly payable out of the Income Property; and

19.2.6 addition or deduction of a sum by way of adjustment in respect of incorrect estimates determined in respect of any previous Distribution Period or relevant part thereof.

19.3 Neither the Trustee nor the Manager shall be responsible for any error in any estimates of income items, expenses, tax repayments expected to be obtained or of any sums payable by way of taxation, and if the same shall not prove in all respects correct any deficiency or surplus shall be adjusted on the next subsequent distribution and the amount already distributed shall not be required to be adjusted.

19.4 If apart from this Clause 19 there would fall to be included in the amount available for distribution in respect of a Distribution Period or part thereof a sum in respect of interest, coupons or other payments in the nature of income not received by the Trustee before the end of the Distribution Period or relevant part thereof the Manager may with the prior approval of the Trustee exclude all or any part thereof from the amount so available and any amount so excluded shall be carried forward and added to the amount available for distribution in respect of the Distribution Period or part thereof in which payment is received.

19.5 As at each Accounting Date the Manager shall cause to be made up and audited a statement showing the matters mentioned in Clause 21 in respect of the Accounting Period then ending. The statement relating to each Accounting Period with the Auditors report annexed shall be lodged with the Manager and the Trustee and shall be conclusive and binding and copies thereof shall be open for inspection during normal business hours by any Holder or Participant at the respective offices of the Trustee and the Manager.

20. EQUALISATION

20.1 The Manager may from time to time at its discretion operate an income equalisation account so as to ensure that Holders participate in income of the Trust on an equitable basis including (without prejudice to the generality of the foregoing) providing for the payment out of such

account of capital sums to equalise the amount available for distribution attributable to Holders of Units upon such basis as the Manager may in its discretion determine.

20.2 Where an account, as referred to in Clause 20.1, is in operation the first distribution to be made in respect of a Unit following the issue or sale thereof shall be of the same net amount as the distribution to be made in respect of all other Units but shall be or include a capital sum which shall represent the income equalisation in respect of such Unit and may be an amount arrived at by taking the aggregate of the amounts of income included in the price in respect of such Units issued or sold in the relevant Distribution Period or part thereof and dividing that aggregate by the number of those Units and applying the resulting average to each of the Units in question.

20.3 The Manager may from time to time at its discretion operate an expenditure equalisation account in respect of each holding of Units so as to ensure that the Holders of such Units share in the income expenses attributable to each such holding on an equitable basis including (without prejudice to the generality of the foregoing) providing for the allocation of such expenses upon such basis as the Manager may in its discretion determine.

21. AUDITORS, ACCOUNTS AND REPORTS

21.1 The Manager, with the prior approval of the Trustee and the Supervisory Committee, shall from time to time appoint to be the auditors of the Trust an accountant or accountants being qualified to act as an auditor or auditors in Singapore (the "**Auditors**") and the Manager may from time to time with the prior approval of the Trustee (and, if the Trustee shall withdraw any approval previously given, shall) remove any such Auditors and, with the prior approval of the Trustee and the Supervisory Committee, appoint in his or their stead another person or persons qualified as aforesaid. Any such Auditors so appointed shall be independent of the Trustee and the Manager. The Auditors may voluntarily retire by notice in writing to the Manager, upon which the Manager shall, with the prior approval of the Trustee and the Supervisory Committee, appoint another qualified auditor or auditors in their stead. The Manager shall appoint PricewaterhouseCoopers as the first Auditors of the Trust.

21.2 The Trustee shall procure to be forwarded to Holders and Participants not more than three months (or such longer period as the Authority and the Commission may allow) after each Accounting Date annual accounts in such form as the Manager shall from time to time decide and (if and for so long as the Trust is authorized by the Authority and the Commission) containing such further information as the Authority and the Commission may from time to time require and as may be necessary in order to ensure that the Trust does not cease to be so authorized. The annual accounts of the Trust shall be prepared in accordance with International Financial Reporting Standards ("**IFRS**") (or to the extent relevant and where required by the Authority, Recommended Accounting Practice issued by the Institute of Certified Public Accountants of Singapore ("**RAP 7**")).

21.3 Such annual accounts shall be audited by the Auditors and shall be accompanied by:

21.3.1 An annual report relating to the Trust during the relevant Accounting Period, which report shall (a) be prepared or caused to be prepared by the Manager in accordance with the requirements of the Code, (b) be in such form and contain such information as the Trustee and the Manager shall from time to time decide,

(c) (if and for so long as the Trust is authorized by the Commission) shall contain such further information as the Commission shall from time to time require, (d) (if and for so long as the Trust is listed on the Stock Exchange) shall contain such further information as the Stock Exchange shall from time to time require and (e) include a statement showing as at such Accounting Date the Value of each Investment or other asset forming part of the Fund Assets, the amount of the Fund Assets represented by cash and the amount of any borrowing outstanding;

21.3.2 A report by the Auditors to the effect that the accounts give a true and fair view of the disposition of the Trust as at the end of the Accounting Period and of its transactions for the period then ended. The Auditors shall further report whether the accounts have been properly prepared in accordance with the provisions of this Deed, the Code, the SFC Code and IFRS (or to the extent relevant and where required by the Authority, RAP 7); and

21.3.3 A report by the Trustee as to whether, in the opinion of the Trustee, the Manager has in all material respects managed the Trust during the relevant Accounting Period in accordance with the provisions of this Deed, which report shall (if the Trustee is of the opinion that the Manager has not done so) specify the respects in which the Manager has not done so and the steps which the Trustee has taken in relation thereto.

21.4 The audited annual accounts of the Trust and each document required to accompany such accounts shall be filed with the Trustee and copies thereof shall be available at the respective offices of the Manager and the Trustee for inspection during normal business hours by any Holder. Such accounts and other documents shall be conclusive and binding on all Holders and Participants.

21.5 The Trustee shall procure to be forwarded to Holders not more than two months (or such longer period as the Authority and the Commission may allow) after each Interim Accounting Date:

21.5.1 A semi-annual report in respect of the Trust, which report shall (i) be prepared or caused to be prepared by the Manager in accordance with the requirements of the Code, (ii) be in such form and contain such information as the Manager shall from time to time decide, (iii) (if and for so long as the Trust is authorized by the Commission) contain such further information as the Commission may require (iv) (if and so long as the Trust is listed on the Stock Exchange) contain such further information as the Stock Exchange shall from time to time require to be included or have annexed thereto, and (v) include a statement showing as at such Interim Accounting Date the value of each investment or other asset forming part of the Fund Assets, the amount of Fund Assets represented by cash and the amount of any borrowing outstanding; and

21.5.2 unaudited semi-annual accounts prepared in accordance with the requirements of the Code and the SFC Code.

21.6 To the extent permitted by the Authority and the Commission, any accounts and reports may be sent or made available to Holders and Participants by electronic means.

22. **FEES AND EXPENSES**

22.1 The Manager shall, in addition to any other amounts which it is entitled to receive or retain for its own use and benefit under this Deed, be entitled to receive for its own account out of the Fund Assets as soon as practicable after the last Dealing Day in each month in each year, commencing with the month in which the Initial Issue Date falls (until, upon determination of the Trust, the final distribution shall have been made pursuant to Clause 32) the amount of Management Fee payable in respect of such month accrued and remaining unpaid. The Management Fee shall accrue on a daily basis. The amount of the Management Fee shall not exceed a maximum of 0.25 per cent. per annum of the average daily Value of the Trust provided that (i) the Manager may at any time charge a smaller percentage and, with authority, on giving notice to the Trustee and with the prior approval of the Supervisory Committee, to increase it to a larger percentage, not greater than the percentage permitted by this Deed with effect from the expiry of three months' notice in writing given by the Manager to the Holders and Participants and (ii) the Manager may, on giving notice to the Trustee and with the prior approval of the Supervisory Committee, at any time alter the dates of payment and basis of accrual provided that, in the opinion of the Manager, it does not materially prejudice the interests of the Holders. The current level of the Management Fee shall be stated in the Prospectus and the amount of the Management Fee payable to the Manager shall be net of all Taxes and Levies, which shall in turn be borne by the Fund Assets in accordance with Clause 22.7.

22.2 The Trustee shall, in addition to any other amounts which it is entitled to receive or retain for its own use and benefit under this Deed, be entitled to receive for its own account out of the Fund Assets as soon as practicable after the last Dealing Day in each month in each year, commencing with the month in which the Initial Issue Date falls (until, upon determination of the Trust, the final distribution shall have been made pursuant to Clause 32) the amount of Trustee Fee payable in respect of such month accrued and remaining unpaid. The Trustee Fee shall accrue on a daily basis. The amount of Trustee Fee (together with the fee of any Administrator and Custodian, if payable out of the Fund Assets in addition to the Trustee Fee), shall not exceed a maximum of 0.15 per cent. per annum of the average daily Value of the Trust provided that (i) the Trustee may at any time charge a smaller percentage and, with authority, with the prior approval of the Manager and the Supervisory Committee, to increase it to a larger percentage, not greater than the percentage permitted by this Deed with effect from the expiry of three months' notice in writing given by the Trustee to the Holders and Participants and (ii) the Trustee may, with the prior approval of the Manager and the Supervisory Committee, at any time alter the dates of payment and basis of accrual if, in the opinion of the Trustee, it does not materially prejudice the interests of the Holders. The current level of the Trustee Fee shall be stated in the Prospectus and the amount of the Trustee Fee payable to the Trustee shall be net of all Taxes and Levies, which shall in turn be borne by the Fund Assets in accordance with Clause 22.7.

22.3 Subject as provided in any other provision of this Deed, the Trustee and the Manager shall be entitled to make payment of the following fees, costs and expenses out of the Fund Assets to the extent they have been incurred in relation to the Trust:

22.3.1 all fees paid to the Authority and the Commission in connection with or arising out of the Trust and/or its authorization by the Authority and the Commission or

to any other regulatory authority in connection with the registration or authorization of the Units or the Trust in any other jurisdiction;

22.3.2 all fees paid to the Hong Kong Mandatory Provident Fund Schemes Authority in connection with or arising out of that authority's approval of the Trust for the purposes of enabling the funds of mandatory provident fund schemes' constituent funds and approved pooled investment funds to be invested in the Trust and if applicable all fees paid to the CPF Board of Singapore and its agents in connection with the Trust being designated as a CPFIS Included Fund;

22.3.3 any costs, fees and expenses to be paid under any licence and data supply contracts entered into by the Trustee and/or the Manager in respect of the Trust (including, without limitation, the Licence Agreement);

22.3.4 all stamp and other duties, taxes, governmental charges, brokerage, commissions, exchange costs and commissions and bank charges in relation to transactions involving the whole or any part of the Fund Assets or on the creation, cancellation or redemption of Units;

22.3.5 all professional fees relating to the agreeing and/or contesting of taxation liabilities or recoveries to be discharged out of or paid into the Trust;

22.3.6 the fees and expenses of any person acting as the Receiving Agent, the Registrar, the Administrator and the Custodian, pursuant to the terms of the agreements entered into by the Trustee and/or the Manager with the Receiving Agent, the Registrar, the Administrator or the Custodian respectively;

22.3.7 the fees, charges, expenses and disbursements of any legal adviser or counsel, accountant, auditor, investment adviser, valuer, broker, banker, tax adviser, computer expert or other professional person employed or engaged by the Trustee or the Manager in connection with their respective duties and obligations in relation to the Trust, the trusteeship and/or the management and administration of the Fund Assets;

22.3.8 all fees, charges, expenses and disbursements incurred in relation to the safe-custody, acquisition, holding, realisation of or other dealing with any Investment for the account of the Trust (including bank charges, telex and facsimile and other communication charges);

22.3.9 all charges and expenses incurred by the Manager and the Trustee insuring the assets and property of the Trust;

22.3.10 all charges and expenses incurred by the Manager and the Trustee in conducting legal proceedings or applying to any court for any purposes related to the Trust;

22.3.11 all charges and expenses incurred by the Manager and the Trustee in communicating with each other and with Holders, Authorized Participants, the Registrar, the Custodian, the Administrator, the Receiving Agent or otherwise in relation to the Trust;

22.3.12 all charges and expenses incurred by the Manager and the Trustee in connection with the convening and holding of meetings of Holders or the Supervisory Committee;

22.3.13 the fees and expenses incurred by the Manager and the Trustee in obtaining and/or maintaining the listing of Units on the Stock Exchange (and any other Recognized Exchange approved by the Supervisory Committee), and/or the authorisation or other official approval or sanction of the Trust under the Securities and Futures Act and the Securities and Futures Ordinance or any other law or regulation in any part of the world and/or the designation of the Trust as a CPFIS Included Fund;

22.3.14 the fees and expenses incurred in connection with depositing and holding Units in CCASS (and in any other securities depositary or clearing system), including the fees and expenses payable to any processing agents;

22.3.15 all costs incurred in respect of the calculation and publication of the Value per Unit and/or the Issue Price and the Redemption Value and/or prices for Units and/or the suspension of creations and issues and redemptions of Units in such newspaper or newspapers in Singapore, Hong Kong and elsewhere as the Manager may from time to time think fit;

22.3.16 to the extent permitted by the Code and the SFC Code (for so long as the Trust is authorized by the Authority or the Commission respectively) all costs incurred in respect of the design, creation and maintenance of a website dedicated entirely to the Trust;

22.3.17 all fees, costs and expenses incurred in respect of preparing, publishing, distributing, updating, lodging and registering the Prospectus (including any supplementary or replacement Prospectus);

22.3.18 all fees, costs and expenses incurred in respect of preparing any deeds supplemental to this Deed and in respect of preparing any agreement in connection with the Trust;

22.3.19 all costs incurred in respect of the preparation, publication and distribution of the accounts and reports in accordance with Clause 21 and of all cheques, statements, certificates, notices and other documents relating to the Trust;

22.3.20 all premiums, fees, costs and expenses incurred in purchasing and maintaining insurance for members or any member of the Supervisory Committee in accordance with Clause 30.6;

22.3.21 all fees and expenses of the Auditors in connection with the Trust;

22.3.22 all fees and expenses incurred in connection with the retirement or removal of the Manager, the Trustee or the Auditors or the appointment of a new manager, a new trustee or new auditors;

22.3.23 all fees and expenses of any delegate of the Supervisory Committee and of any attorney, banker, accountant, broker, lawyer or other professional person instructed by the Supervisory Committee in accordance with Clause 30.2.5;

22.3.24 all expenses incurred in the collection of Income Property (including expenses incurred in obtaining tax repayments and agreement of tax liabilities);

22.3.25 all expenses associated with the distributions declared pursuant to this Deed including without limitation fees for the revalidation or reissuance of any distribution cheque or telegraphic transfer;

22.3.26 all fees and expenses incurred by the Manager and the Trustee in terminating the Trust;

22.3.27 all other reasonable costs, charges and expenses which in the opinion of the Trustee and the Manager are properly incurred in the administration of the Trust and the Fund Assets and pursuant to the performance of their respective duties under this Deed; and

22.3.28 all such charges, costs, expenses and disbursements as under the general law the Trustee is entitled to charge to the Trust.

22.4 Except to such extent as the Manager may from time to time determine that the whole or any part of the Management Fee, the Trustee Fee or any costs, charges, fees or expenses (including, without limitation, any interest and expenses referred to in Clause 22.3) that may be charged against the Fund Assets shall be charged against Deposited Property, the same shall be charged as far as possible first against Income Property.

22.5 The Manager shall be entitled to determine in relation to any costs, charges, fees and expenses that may be charged against the Fund Assets that the same shall be amortised over such period (which shall not exceed ten years) as the Manager may think fit with the approval of the Trustee.

22.6 The preliminary expenses of the Manager in relation to the setting up of the Trust as set out in the Prospectus (which shall not exceed US$850,000), may be paid out of the Deposited Property and shall be amortised over a period of five years from the Initial Issue Date.

22.7 Where any goods and services tax or other application sales tax, governmental impositions, duties and levies whatsoever, whether imposed in Singapore or elsewhere ("**Taxes and Levies**"), are payable by the Manager or the Trustee in relation to goods purchased by or services rendered to them in connection with the exercise of the powers and discretions and/or the performance of the obligations of the Manager or the Trustee (as the case may be) under this Deed, the Manager or the Trustee (as the case may be) shall be reimbursed therefor out of the Fund Assets. Where any Taxes and Levies are payable in connection with the reimbursement of expenses or services rendered by the Manager, the Trustee or the Custodian pursuant to this Deed, such Taxes and Levies shall be paid out of the Fund Assets.

22.8 For so long as the Trust is authorized by the Authority or the Commission, no marketing or promotion expenses shall be paid out of the Deposited Property.

23. PAYMENTS TO HOLDERS

23.1 Any moneys payable by the Trustee or the Manager to a Holder or a Participant in respect of any Unit under the provisions of this Deed shall, subject to Clause 23.2, be paid in US dollars and may be paid by telegraphic transfer to a US dollar account of a Singapore or Hong Kong bank, or elsewhere as the Manager and the Trustee may jointly determine or (where the Units are deposited in CCASS) to the Participant through CCASS except that all moneys payable to a Holder or Participant in respect of Units purchased with CPF moneys shall be paid by transferring the said moneys to the relevant CPF Agent Bank or CPF Board (as the case may be), for credit of his relevant CPF Account or CPF Investment Account, or where such CPF Investment Account or CPF Account has been terminated, otherwise in accordance with the provisions of the CPFIS Regulations, and all moneys payable to a Holder or Participant in respect of Units purchased with SRS monies shall be paid by transferring the said moneys to the relevant SRS Operator for credit of his relevant SRS Account, or where such SRS Account has been terminated, the moneys will be paid to the SRS Operator or otherwise in accordance with applicable SRS laws, regulations and guidelines, and such payment shall be a satisfaction of the moneys payable and shall be a good discharge to the Manager and the Trustee. Every such telegraphic transfer shall be made at the sole risk of the Holder and (where the Units are deposited in CCASS) every such payment through CCASS shall be made at the sole risk of the Participant and payment of every such telegraphic transfer or payment made through CCASS or otherwise (as the case may be) shall be in full satisfaction of the moneys payable and shall be a good discharge to the Trustee and the Manager. Subject to applicable law, where an authority in that behalf shall have been received by either the Trustee or the Manager, as the case may be, from the Holder or (in the case of joint Holders), the JH Signatory or (if more than one) each JH Signatory or from a Participant in such form as the Trustee or the Manager (as the case may be) shall consider sufficient the Trustee or the Manager (as the case may be) shall pay the amount payable to the Holder or joint Holder to his bankers or other duly appointed agent or person and the receipt of such bankers or other duly appointed agent or person as provided above shall be a good discharge therefor to the Trustee and the Manager for all purposes. In respect of the payment of the cash Redemption Value or (in the case of an *in specie* redemption made pursuant to Clause 14.3) the Cash Redemption Component, payable on a redemption of Units, for the purposes of this Clause 23, the Holder hereby authorizes the payment of the cash Redemption Value or Cash Redemption Component by book entry payment to the designated cash account of, or by telegraphic transfer to a bank account in the name or to the order of, that Authorized Participant by or through whom that redemption request was made. No amount payable to any Holder or Participant shall bear interest.

23.2 The Manager and the Trustee have the discretion to pay moneys payable in respect of any Unit under the provisions of this Deed in a currency other than US dollars ("**alternative currency**") for such group of Holders or Participants identified by the Manager and Trustee as a group that should be paid in such alternative currency for the purposes of complying with the requirements of the Stock Exchange or any other Recognized Exchange on which the Units are listed, and in such event the currency conversion shall be calculated at such rate (whether official or otherwise) which the Manager shall deem appropriate in the circumstances and the cost of exchange shall be borne by the Holders or Participants being paid in such alternative currency.

23.3 Any moneys payable to a Holder or Participant under this Deed which remain unclaimed after a period of 12 months shall be accumulated by the Trustee in a special account (the "**Unclaimed**

Moneys Account") and, subject to Clause 32, the Trustee shall cause such sums which represent moneys unclaimed by a Holder or Participant for more than six years and interest, if any, earned thereon to be paid into court after deducting all fees, costs and expenses incurred in relation to such payment from the sum thereof provided that if the said sum is insufficient to meet all such fees, costs and expenses, the Trustee shall be entitled to have recourse to the Deposited Property.

24. VOTING RIGHTS ON DEPOSITED PROPERTY

24.1 Except as otherwise expressly provided herein, all rights of voting conferred by any part of the Fund Assets shall be exercised in such manner as the Manager may in writing direct. The Manager shall not exercise any voting rights unless in its absolute discretion it is of the opinion that it is in the best interests of Holders as a whole. If the Manager is unable to reach an opinion as to what is in the best interests of Holders as a whole, the Manager shall not exercise any voting rights. If the Manager shall refrain from the exercise of any voting rights no Holder shall have any right to interfere or complain or make any claim against the Manager in respect thereof. The Trustee shall without delay forward to the Manager all notices of meetings, reports and circulars received by it or by its nominee as holder of any Investment comprised in the Fund Assets. The Trustee shall upon written request by the Manager and at the Trust's expense from time to time execute and deliver or cause to be executed and delivered to the Manager or the Manager's nominees sufficient powers of attorney or proxies, in such name or names as the Manager may reasonably request, authorising such attorneys and proxies to vote, consent or otherwise act in respect of all or any part of the Fund Assets.

24.2 No Holder as such shall have any right with respect to any Investment comprised in the Fund Assets to attend at meetings of the relevant corporation or body or to vote, consent or otherwise act in relation thereto.

24.3 The phrase "rights of voting" and the word "vote" used in this Clause 24 shall be deemed to include not only a vote at a meeting but any consent to or approval of any arrangement scheme or resolution or any alteration in or abandonment of any rights attaching to any part of the Fund Assets and the right to requisition or join in a requisition to convene a meeting or to give notice of any resolution or to circulate any statement or to consent to any short notice of any meeting and any other right attaching to any Investments comprising the Fund Assets (including, without limitation, any right to accept or decline an offer for the sale, conversion or exchange of any securities).

24.4 Notwithstanding the above, in respect of voting rights where the Manager may face a conflict between its own interest and that of the Holders, the Manager shall cause such voting rights to be exercised in consultation with the Trustee.

25. ADMINISTRATION OF THE TRUST

25.1 The Trustee shall be entitled to delegate all or any of its duties, powers and discretions under this Deed to another person, firm or corporation provided that in selecting and appointing such person, firm or corporation the Trustee shall take all reasonable care and notwithstanding such delegation the Trustee shall remain entitled to receive and retain in full the Trustee Fee and other sums payable to the Trustee hereunder. The Trustee shall be solely responsible for all the

acts and omissions of any such delegate as if the same were acts and omissions of the Trustee. The Trustee shall be solely responsible for the payment of any such delegate's remuneration.

25.2 Neither the Trustee nor the Manager shall be liable for anything done or omitted to be done or suffered by them in good faith in reliance upon any notice, resolution, direction, instruction, consent, certificate, affidavit, statement, plan of reorganisation or (without being limited in any way by the foregoing) other paper or document believed by them (or either of them as the case may be) to be genuine and to have been passed, sealed or signed by the proper parties, excluding themselves or their officers.

25.3 Neither the Trustee nor the Manager shall incur liability for doing, or (as the case may be) failing to do, any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any Court, or by reason of any request, announcement or similar action (whether of binding legal effect or not) which may be made or taken by any person or body acting with or purporting to exercise the authority of any Government (whether legally or otherwise) either the Trustee or the Manager shall be directed or requested to do or perform or to forbear from doing or performing.

25.4 The Trustee and the Manager shall be entitled (but not bound) to require that the signature of any Holder to any document required to be signed by him under or in connection with this Deed shall be verified by a banker or broker or other responsible person or otherwise authenticated to its or their reasonable satisfaction.

25.5 Any indemnity expressly given to the Trustee or to the Manager in this Deed is in addition to and without prejudice to any indemnity or right of contribution allowed by law and all the powers, privileges, rights and immunities expressly given to the Trustee or to the Manager are in addition to and without prejudice to any powers, privileges, rights and immunities granted to the Trustee or to the Manager by law.

25.6 The Trustee and the Manager shall at all times comply with the relevant requirements of the Code and the SFC Code, save to the extent waived by the Authority or the Commission (as the case may be), as if the same were set out herein *mutatis mutandis* and insofar as the Code and the SFC Code respectively relate to them.

25.7 The Trustee and the Manager shall use all reasonable endeavours to maintain the listing of the Units on the Stock Exchange and maintain the Trust's authorisation under section 286 of the Securities and Futures Act and section 104 of the Securities and Futures Ordinance.

26. CONNECTED DEALINGS

26.1 Neither the Trustee nor the Manager shall as principal buy or sell or otherwise deal in the purchase or sale of Investments from or to the Trustee for the account of the Trust or otherwise deal as principal with the Trust. Subject to the foregoing, with the prior written approval of the Trustee, any Connected Person of the Manager may as principal buy or sell or otherwise deal in the purchase or sale of Investments from or to the Trustee for the account of the Trust or otherwise deal as principal with the Trust provided that all such transactions are entered into on an arm's length basis and consistent with standards of Best Execution and is in the best interests of the Holders. If any Connected Person of the Manager shall so buy, sell or deal,

such Connected Person may retain for its own absolute use and benefit any profit which it may derive therefrom or in connection therewith.

26.2 The Manager may, subject to the requirements of the Code and the SFC Code, effect transactions by or through the agency of another person for the account of the Trust with whom the Manager or any of its Connected Persons have an arrangement under which that party will from time to time provide to or procure for the Manager, the investment delegate or any of their Connected Persons goods, services or other benefits (such as research and advisory services, computer hardware associated with specialised software or research services and performance measures) the nature of which is such that their provision can reasonably be expected to benefit the Trust as a whole and may contribute to an improvement in the performance of the Trust, provided that any such transaction is consistent with standards of Best Execution. For the avoidance of doubt, such goods and services do not include travel, accommodation, entertainment, general administrative goods or services, general office equipment or premises, membership fees, employees' salaries or direct money payments.

26.3 The Manager or any Connected Person of the Manager may deal in Units on behalf of any customer of (including any other collective investment scheme managed or administered by) the Manager or any Connected Person of the Manager respectively and the Manager or (as the case may be) such Connected Person may retain for its own absolute use and benefit any profit which it may derive therefrom or in connection therewith.

26.4 Where the Manager or any Connected Person of the Manager receives any cash rebate of all or any part of any commission paid out of the Trust, the Manager or such Connected Person shall not be entitled to retain that cash rebate but shall account for and pay the same to the Trustee, which shall hold the same as part of the Deposited Property.

26.5 The Manager shall be responsible for selecting brokers and dealers through whom transactions for the account of the Trust are to be executed (which may include the Manager, the Trustee or a Connected Person of either of them) and, in selecting the broker or dealer with whom to place any particular order, shall seek to place that order with a broker or dealer considered by the Manager to be able to achieve Best Execution of that order. In addition, the Manager shall ensure that the aggregate value of all transactions effected in any Accounting Period through brokers and dealers who are Connected Persons of the Manager shall not exceed 50 per cent of the aggregate value of all transactions effected for the account of the Trust during that Accounting Period unless a waiver in this respect has been obtained for the Trust from the Commission.

26.6 Subject as otherwise provided herein, the Trustee and the Manager and any Connected Person of the Trustee and the Manager may purchase, hold, deal in or dispose of Units and may contract or enter into any financial, banking, insurance or other transaction with the Trustee or the Manager or any Connected Person of the Trustee or the Manager or Holder or Participant or any corporation or body any of whose securities form part of the Deposited Property and be interested in any such corporation or body. The Trustee, the Manager or any Connected Person of the Trustee or the Manager (as the case may be) shall not be liable to account to any of them or to the Trust for any profits or benefits made or derived from or in connection with any such transaction.

26.7 Subject as otherwise provided herein, the Manager may effect agency cross transactions where both the sale and purchase of an investment are effected for clients (including the Trust on the one hand) of the Manager and/or its Connected Persons. The Manager shall only undertake such transactions in accordance with applicable law and regulation and, specifically, may only do so if the sale and purchase decisions are in the interests of both clients; permitted within the investment guidelines or objectives of both clients and the transactions are executed on an arm's length basis at the then prevailing market rates consistent with Best Execution standards. The Manager will ensure that such transactions are effected on terms which result in fair treatment to the Trust and ensure that the Trust is not at any time disadvantaged.

27. DUTIES, INDEMNITIES AND COVENANTS OF TRUSTEE AND MANAGER

27.1 The documents of title to any Investments forming part of the Fund Assets shall be deposited with the Trustee or otherwise dealt with as the Trustee may think proper for the purpose of providing for the safe keeping thereof (including, but not limited to, being deposited with the Custodian for safe keeping). Any Investments forming part of the Fund Assets and capable of registration shall, as soon as reasonably practicable after receipt of the necessary documents by the Trustee, be registered in the name of the Trustee or the Custodian or a nominee of the Trustee or Custodian and shall remain so registered until disposed of pursuant to the provisions of this Deed, provided always that in the case of Investments held in the name of the Custodian, or the Custodian's or Trustee's nominee, the Trustee shall remain liable for any act or omission of any such person in relation to any Investments of which such person is registered as proprietor. The Trustee, if it considers that it is expedient to do so, shall be entitled to cause to be deposited in the safe custody of any other bank or agent of the Trustee the documents of title to any Investments forming part of the Fund Assets and capable of registration held upon the trusts of this Deed. Subject as aforesaid the Trustee shall retain the documents of title to any Investments held upon the trusts of this Deed in its possession in safe custody. The Trustee may insure the documents of title wherever kept. In addition, the Trustee, the Custodian or the Trustee's nominee may deposit Investments with, and hold Investments in any, securities depository or settlement system on such terms as such depository or system customarily operates. The Trustee shall not be liable for the acts or omissions of any such securities depository or settlement system in the absence of any fraud, negligence, bad faith or wilful default on the part of the Trustee.

27.2 Whenever pursuant to any provision of this Deed any certificate, notice, instruction or other communication is to be given by the Manager to the Trustee, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Manager by such authorized signatures the Trustee is for the time being authorized to accept.

27.3 The Trustee or, as the case may be, the Manager may accept as sufficient evidence of the Value of any Investment or the cost price or sale price thereof or of a price quoted on a Recognized Exchange, a price taken from the Index Licensor, a certificate by a broker or such other professional person or pricing source (including, without limitation, FT Interactive, Bloomberg, Reuters or Salomon Yield book, or any successor thereto) approved by the Trustee and the Manager as qualified to value the same, provided that nothing in this Clause 27.3 shall impose an obligation on the Trustee or, as the case may be, the Manager to obtain such a certificate in circumstances where a certificate is not required by any other provision of this Deed.

27.4 Each of the Trustee and the Manager may act upon any advice of or information obtained from the other and either or both of the Trustee and the Manager may act upon any advice of or information obtained from any attorneys, bankers, accountants, brokers, lawyers, agents or other persons acting as agents or advisers of the Trustee or of the Manager. Neither the Trustee nor the Manager shall be bound to supervise any such persons, neither the Trustee nor the Manager shall be bound to verify the advice or information obtained from any such persons, and neither the Trustee nor the Manager shall be liable for anything done or omitted to be done or suffered in good faith in reliance upon such advice or information unless there are reasonable grounds for concluding that the advice or information may be incorrect or inaccurate. Any such advice or information may be obtained or sent by letter, telegram, telex message, facsimile reproduction, inter-communicating word processor system, electronic mail or cablegram. Neither the Trustee nor the Manager shall be liable for acting in good faith on any advice or information purporting to be conveyed by any such letter, telegram, telex message, facsimile reproduction, inter-communicating word processor system, electronic mail or cablegram although the same contains some error or shall not be authentic unless there are reasonable grounds for concluding that the same may contain an error or may not be authentic.

27.5 The Trustee shall not (save as to its negligence in the selection thereof) be responsible for any misconduct, mistake, oversight, error of judgement, forgetfulness or want of prudence on the part of any attorneys, bankers, accountants, brokers, lawyers, agents, securities depository or settlement system or other persons acting as agent of or adviser to the Trustee or the Manager, provided that this Clause 27.5 shall not apply in respect of any misconduct, mistake, oversight, error of judgement, forgetfulness or want of prudence on the part of the Registrar, the Custodian or any officer, official or nominee appointed under Clause 2.2.

27.6 Except if and so far as otherwise expressly provided in this Deed, the Trustee shall as regards all the trusts, powers, duties, authorities and discretions vested in it have absolute and uncontrolled discretion as to the exercise thereof whether in relation to the manner or as to the mode of and time for the exercise thereof. Except to the extent of any fraud, negligence, bad faith or wilful default on its part the Trustee shall not be in any way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof except to the extent provided by applicable law. In any event, for the purposes of this Deed, the Trustee shall not be liable for any consequential loss (including, without limitation, loss of profits) or punitive damages.

27.7 The Trustee shall not be under any obligation to appear in, prosecute or defend any action or suit in respect of the provisions hereof or in respect of the Deposited Property or any part thereof or the Income Property or any part thereof or any action by any other person which in its opinion would or might involve it in expense or liability in respect of which it shall or may not be entitled to have recourse to the Deposited Property. Without prejudice to the foregoing the Trustee shall forthwith send to the Manager a copy of all notices of claims or proceedings (or threatened claims or proceedings) which it receives from third parties in respect of the Fund Assets and/or the Trust. The Trustee shall give to the Manager all such information and assistance (subject as otherwise provided herein) as the Manager may reasonably request in writing in relation to all such notices.

27.8 The Trustee (and its directors, officers and employees) shall not be liable, except to the extent of any fraud, negligence, bad faith or wilful default on its (or their) part, and shall, except to the extent of any fraud, negligence, bad faith or wilful default on its (or their) part, be indemnified and held harmless out of the Fund Assets (in addition to any right of indemnity given by law) against any action, costs, claims, damages, expenses or liabilities to which it (or they) may be put or which it (or they) may incur by virtue of the Trustee acting as trustee of the Trust, executing the trusts of this Deed or in the exercise of any powers, authorities or discretions vested in the Trustee under this Deed, and the Trustee shall have recourse to the Deposited Property and/or the Income Property or any part thereof. Subject to the foregoing and as otherwise provided herein, the Trustee shall in the exercise of the powers, authorities and discretions vested in it act in the exclusive interests of the Holders. For the avoidance of doubt, notwithstanding any other provisions of this Deed, neither the Trustee or the Manager is exempted from any liability to Holders imposed under the applicable Hong Kong or Singapore laws or breaches of trust through fraud or negligence, nor may they be indemnified against such liability by Holders or at Holders' expense.

27.9 Before making any distribution or other payment in respect of any Unit, the Trustee may make such deductions as by the law of Singapore or by the law of any other country in which such payment or distribution is to be made the Trustee is required or entitled to make in respect of any income or other taxes, charges or assessments whatsoever and the Trustee may also deduct the amount of any stamp duties or other Governmental taxes or charges payable by it or for which it might be made liable in respect of such distribution or other payment or any documents signed by it or by a Holder or his agent in connection therewith.

27.10 Neither the Trustee nor the Manager shall be liable to account to any Holder or otherwise for any payment made or suffered by the Trustee to any duly empowered fiscal authority of Singapore or elsewhere for taxes or other charges in any way arising out of or relating to any transactions of whatsoever nature under this Deed notwithstanding that any such payments ought not to be or need not have been made or suffered.

27.11 The Trustee (or the Manager or any other agent on behalf of the Trustee) shall (subject as hereinafter provided) be entitled to destroy (i) all instruments of transfer which have been registered at any time after the expiration of twelve years from the date of registration thereof (ii) all distribution mandates which have been cancelled or lapsed at any time after the expiration of three years from the date of cancellation or lapse thereof (iii) all notifications of change of address after the expiration of three years from the date of the recording thereof (iv) all forms of proxy in respect of any meeting of Holders three years from the date of the meeting at which the same are used and (v) all registers, statements and other records and documents relating to the Trust at any time after the expiration of six years from the termination of the Trust. Neither the Trustee nor the Manager nor any other agent aforesaid shall be under any liability whatsoever in consequence thereof and unless the contrary be proved every instrument of transfer so destroyed shall be deemed to have been a valid and effective instrument duly and properly registered by the Trustee and every other document hereinbefore mentioned so destroyed shall be deemed to have been a valid and effective document in accordance with the recorded particulars thereof provided that:

27.11.1 the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice (prior to destruction) of any claim (regardless of the parties thereto) to which the document might be relevant;

27.11.2 the provisions aforesaid shall not apply to any document expressly excluded by the Manager by notice in writing to the Trustee;

27.11.3 nothing in this Clause 27 shall be construed as imposing upon the Trustee or the Manager or other agents any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of Clause 27.11.1 above are not fulfilled;

27.11.4 references herein to the destruction of any document include references to the disposal thereof in any manner.

27.12 The Trustee (or the Manager or other agents with the prior approval of the Trustee) shall be entitled to make and retain microfilm recordings, computer records or otherwise of all or any documents, including but not limited to the following classes of documents:

27.12.1 application forms for Units received during the Initial Offer Period;

27.12.2 instruments of transfer which have been registered;

27.12.3 distribution mandates, notifications of changes of address and forms of proxy in respect of any meeting of Holders.

27.13 At any time on and after the expiration of one year from the date of registration, creation or cancellation (as the case may be) of the Units to which any document (including the documents referred to in Clause 27.12) is related the Trustee (or the Manager or any other agent on behalf of the Trustee) shall be at liberty to destroy any such document of which it shall previously have made and retain a microfilm recording, computer record or otherwise.

27.14 Save as otherwise herein specifically provided and without prejudice to the right of any person affected thereby to have recourse to the courts, the Trustee shall have full power to conclusively determine all questions and doubts arising in relation to any of the provisions hereof.

27.15 It shall be the duty of the Trustee to prepare and (subject to reimbursement of its expenditure in the manner described in Clause 22) pay or cause to be prepared and paid for all cheques, statements, accounts and notices which the Trustee has to issue, send or serve as provided in this Deed and to sign such cheques, warrants, statements, accounts and notices and despatch them on the day on which they ought to be despatched.

27.16 If for any reason it becomes impossible or impracticable to carry out the provisions of this Deed, neither the Trustee nor the Manager shall be under any liability therefor or thereby, and except to the extent of any fraud, negligence, bad faith or wilful default neither the Trustee nor the Manager shall incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done by them in good faith hereunder.

27.17 The Manager shall not be under any liability except such liability as may be expressly assumed by it under this Deed, nor shall the Manager (save as herein otherwise appears) be liable for any act, omission, misconduct, mistake, oversight or want of prudence on the part of the Trustee or any person acting as agent of or adviser to the Trustee. The Trustee shall not (save as herein otherwise appears) be liable for any act, omission, misconduct, mistake, oversight or want of prudence on the part of the Manager or any person acting as agent of or adviser to the Manager.

27.18 The Manager (and its directors, officers and employees) shall not be liable, except to the extent of any fraud, negligence, bad faith or wilful default on its (or their) part, and shall, except to the extent of any fraud, negligence, bad faith or wilful default on its (or their) part, be indemnified and held harmless out of the Fund Assets (in addition to any right of indemnity given by law) against any action, costs, claims, expenses, damages or liabilities to which it (or they) may be put or which it (or they) may incur as a result of the Manager acting as manager of the Trust, managing and administering the trusts under this Deed or in the exercise of any powers, authorities or discretions vested in the Manager under this Deed, and the Manager shall for such purpose have recourse to the Deposited Property and/or the Income Property or any part thereof. In any event, for the purposes of this Deed, the Manager shall not be liable for any consequential loss (including, without limitation, loss of profits) or punitive damages. Subject to the foregoing and as otherwise provided in this Deed, the Manager shall in the exercise of the powers, authorities and discretions vested in it act in the exclusive interests of the Holders.

27.19 The Manager shall keep or cause to be kept proper books of account and records in which shall be entered all transactions effected by the Manager for the account of the Trust and shall permit the Trustee from time to time on demand to examine and take copies of or extracts from any books of account or records.

27.20 The Manager shall be entitled to delegate to any person, firm or corporation (whether or not a Connected Person) and upon such terms and conditions as the Manager may think fit all or any of its powers, authorities and discretions in relation to managing and administering the trusts under this Deed and/or the carrying out of any of the other powers, discretions and duties of the Manager as the manager of the Trust (including, without limitation, a power to sub-delegate with the approval of the Manager) provided that in selecting and appointing such person, firm or corporation or in approving any sub-delegation the Manager shall take all reasonable care and provided further that the Manager shall remain liable for any act or omission of any such person, firm, corporation or sub-delegate in relation to the exercise or non-exercise of any powers or discretions or the carrying out of the duties so delegated or sub-delegated as if the same were an act or omission of the Manager. The Manager shall be solely responsible for the payment of any such delegate's or sub-delegate's remuneration.

27.21 Neither the Manager nor the Trustee shall be responsible for the authenticity of any signature on or any seal affixed to any instrument of transfer, form of application or other document affecting the title to or transmission of Units or of Investments or be in any way liable for any forged or unauthorized signature on or seal affixed to such endorsement transfer or other document or for acting on or giving effect to any such forged or unauthorized signature or seal.

27.22 Neither the Trustee nor the Manager shall be responsible for acting upon any Resolution or Extraordinary Resolution purporting to have been passed at any meeting of the Holders in

respect whereof minutes shall have been made and signed or passed (in accordance with Clause 33) even though it may be subsequently found that there was some defect in the constitution of the meeting or the passing of the Resolution or Extraordinary Resolution or that for any reason the Resolution or Extraordinary Resolution was not binding upon all the Holders.

27.23 Without prejudice to Clauses 27.8 and 27.18, neither the Trustee or the Manager shall be responsible for any negligence, recklessness, bad faith, fraud, default, misconduct, inaccuracy, omission, mistake, oversight, error of judgement, forgetfulness or want of prudence on the part of the Index Licensor (or any of its Connected Persons, employees or affiliates) in connection with their compilation or publication of the Pan-Asia Index nor anything which the Index Licensor (or any of its Connected Persons, employees or affiliates) shall do or omit to do relating to the Pan-Asia Index. In the event that the Trustee and/or the Manager has any liability whatsoever to the Index Licensor pursuant to the terms of the Licence Agreement (including, but not limited to, under any representation, warranty and/or indemnity that the Trustee or, as the case may be, the Manager gives thereunder) or to any owners of the Units or any other person from the use of the Pan-Asia Index or any data included therein, except to the extent of any fraud, negligence, bad faith or wilful default on the part of the Trustee or the Manager, the Trustee and the Manager shall be indemnified and held harmless against such liability and shall have recourse to the Fund Assets or any part thereof in respect of all of such liability.

27.24 Neither the Manager nor the Trustee shall be responsible for loss of or damage to any documents in its possession or for any failure to fulfil its duties hereunder caused by or directly or indirectly due to the act of any government or other competent authority, hostilities (whether war be declared or not), riot, civil commotion, rebellion, storm, tempest, flood, typhoon, earthquake, accident, fire, explosion, toxicity, radioactivity, third party electronic transmission or other electronic systems disruption or failure or other cause, whether similar or not, which is beyond the control of the Manager or the Trustee provided that the Manager and the Trustee shall have taken all such steps and done all such things as a professional manager or trustee (as the case may be) would reasonably be expected to have taken or done to prevent or mitigate any loss, damage or failure arising out of such circumstances.

27.25 In no event shall a Holder have or acquire any rights against the Trustee or the Manager or any professional person, firm or company appointed hereunder or any of them except as expressly conferred upon such Holder by this Deed, nor shall the Trustee be bound to make any payment to Holders except out of funds held by it for that purpose under the provisions of this Deed.

27.26 Notwithstanding any other provision of this Deed and subject to otherwise provided under the SFC Code and the Code (whichever is stricter), the Trustee must:

27.26.1 take into its custody or under its control all the property of the Trust and hold it on trust for the Holders in accordance with the provisions of this Deed;

27.26.2 with respect to property of the Trust which by nature cannot be held in custody, to maintain a proper record of such property in its books under the name of the Trust;

27.26.3 register cash and registrable assets of the Trust in the name of or to the order of the Trustee;

27.26.4 be liable for the acts and omissions of nominees, agents and delegates in relation to assets forming part of the property of the Trust;

27.26.5 segregate the property of the Trust from the property of:

(a) the Manager, its investment delegates and their respective Connected Persons;

(b) the Trustee and any of its nominees, agents or delegates throughout the custody chain;

(c) other clients of the Trustee and its nominees, agents or delegates throughout the custody chain, unless held in an omnibus account with adequate safeguards in line with international standards and best practices to ensure that the property of the Trust are properly recorded with frequent and appropriate reconciliations being performed;

27.26.6 put in place appropriate measures to verify ownership of the property of the Trust;

27.26.7 take reasonable care to ensure that the sale, issue, repurchase, redemption and cancellation of Units effected by the Trust are carried out in accordance with the provisions of this Deed;

27.26.8 take reasonable care to ensure that the methods adopted by the Manager in calculating the value of the Units are adequate to ensure that the sale, issue, repurchase, redemption and cancellation prices are calculated in accordance with the provisions of this Deed;

27.26.9 issue a report to the Holders as set out under Clause 21.3.3 of this Deed;

27.26.10 carry out the instructions of the Manager in respect of investments of the Trust unless they are in conflict with the provisions of the Prospectus, this Deed or the SFC Code or the Code (whichever is stricter);

27.26.11 take reasonable care to ensure that the investment and borrowing limitations set out in this Deed and the conditions under which the Trust is authorized are complied with;

27.26.12 where certificates are issued in accordance with Clause 3 of this Deed, take reasonable care to ensure that such certificates are not issued until subscription moneys have been paid;

27.26.13 take reasonable care to ensure that the cash flows of the Trust are properly monitored;

27.26.14 exercise reasonable care, skill and diligence in the selection, appointment and ongoing monitoring of nominees, agents and delegates which are appointed for the custody and/or safekeeping of the Trust's property and be satisfied that the

nominees, agents and delegates retained remain suitably qualified and competent on an ongoing basis to provide the relevant services;

27.26.15 fulfil such other duties and requirements imposed on it as set out in the SFC Code and exercise due skill, care and diligence in discharging its obligations and duties appropriate to the nature, scale and complexity of the Trust; and

27.26.16 establish clear and comprehensive escalation mechanisms to deal with potential breaches detected in the course of discharging its obligations and to report material breaches to the Commission in a timely manner.

27.27 Unless otherwise provided under the SFC Code or the Code (whichever is stricter), the Manager hereby covenants as follows:

27.27.1 that it will manage the Trust in accordance with this Deed and in the best interests of Holders. In addition, the Manager shall fulfil the duties imposed on it by the general law.

27.27.2 that it will use its best endeavours to carry on and conduct its business in a proper and efficient manner and will ensure that the Trust is designed fairly, and carried on and conducted according to such product design on an ongoing basis, including, among others, managing the Trust in a proper and efficient (including cost efficient) manner (also taking into account the size of the Trust, the level of fees and expenses and such other factors as the Manager considers relevant);

27.27.3 that it will pay to the Trustee (or as it may direct) within five Business Days after the receipt by the Manager any moneys which are payable hereunder by the Manager to the Trustee. Subject to Clause 15.2, no interest is payable on such moneys and the Manager shall not be obligated hereunder to place any such moneys in interest-bearing accounts but in the event that such monies are so placed in interest-bearing accounts the Trust shall bear the benefit of any interest accruing to such monies in the interim;

27.27.4 that it will, subject to the provisions of this Deed, issue, redeem or repurchase Units at a price based on the net asset value of the Trust or otherwise in accordance with the Code and the SFC Code;

27.27.5 that it will, at the request of a Holder, to the extent required by the terms of this Deed, purchase or redeem any Units held by him on the terms and at a price calculated in accordance with the provisions in this Deed;

27.27.6 that it will keep or cause to be kept such books and records as will sufficiently explain the transactions and financial position of the Trust and enable true and fair accounts to be prepared from time to time and in such manner as will enable such books and records to be conveniently and properly audited;

27.27.7 that it will prepare or cause to be prepared financial reports in English in accordance with the Code and prepared and made available to all Holders and filed in a manner in accordance with the SFC Code including:

(a) the semi-annual accounts and annual accounts relating to the Trust; and

(b) the semi-annual reports and annual reports relating to the Trust;

27.27.8 that it will, to the same extent as if the Trustee were a director of the Manager:-

(a) make available for inspection within a reasonable time to the Trustee, or any auditor appointed by the Trustee, the books of the Manager relating to the Trust whether these books are kept at the registered office of the Manager or elsewhere; and

(b) give within a reasonable time to the Trustee, or any auditor appointed by the Trustee, such oral or written information as the Trustee or auditor requires with respect to the Trust;

27.27.9 that it will take reasonable care to ensure that the Trustee is properly qualified for the performance of its duties and functions and discharging its obligations in respect of custody of the Trust's property, having regard to the requirements as set out in the SFC Code. For the avoidance of doubt, the Manager shall comply with all applicable legal and regulatory requirements in respect of custody of the property forming part of the Trust so far as applicable to the Manager and provide relevant information to the Trustee to discharge its obligations pursuant to Chapter 4.5 of the SFC Code;

27.27.10 that it will at all times demonstrate that those representatives and agents appointed by it or engaged for the Trust possess sufficient know-how, expertise and experience in dealing with the underlying investments of the Trust; and

27.27.11 that it will put in place proper risk management and control systems to effectively monitor and measure the risks of the positions of the Trust and their contribution to the overall risk profile of the Trust's portfolio, including those required under the Code.

27.28 The Manager will not, unless otherwise permitted by the Code or the Authority:

27.28.1 invest monies of the Trust in its own securities or the securities of any corporation, including any bank, which is related (as defined in Section 6 of the Companies Act 1967 of Singapore) to itself (a "**Related Corporation**") (excluding securities of collective investment schemes managed by itself or by its Related Corporations) save that if the Trust is benchmarked against a widely accepted index constructed by an independent party and approved by the Authority, the moneys of the Trust may be invested in the securities of itself or the securities of any of its Related Corporations up to the weight of such securities in such index; or

27.28.2 lend monies of the Trust to a Related Corporation, save that deposits made with Related Corporations that are banks licenced under the Banking Act 1970 of Singapore and any other deposit-taking institution licensed under an equivalent law in a foreign jurisdiction, in the ordinary course of business of the Trust, shall not be construed as monies lent.

27.29 The Manager will not pay or cause to be paid any fees out of the Fund Assets that have not been provided for in this Deed.

27.30 The Trustee hereby covenants as follows:

27.30.1 that it will exercise all due diligence and vigilance in carrying out its functions and duties and in safeguarding the rights and interests of Holders;

27.30.2 that it will cause the annual accounts relating to the Trust to be audited at the end of each Accounting Period by the Auditors other than in such cases as may be specified by the Authority in the Code and will ensure that the report of the Auditors is prepared in English;

27.30.3 that it will send or cause to be sent to the Holders in accordance with the Code:

(a) the semi-annual accounts and annual accounts of the Trust;

(b) the report of the Auditors on the annual accounts; and

(c) the semi-annual report and annual report relating to the Trust; and

(d) that it will send or cause to be sent to Holders and Participants the Trustee report as set out in Clause 21.3.3 of this Deed.

27.31 The Manager and the Trustee shall conduct and execute all transactions with or for the Trust at arm's length and in the best interests of the Holders.

28. RETIREMENT AND REMOVAL OF TRUSTEE

28.1 The Trustee shall not be entitled to retire voluntarily except upon the appointment of a new trustee. Such new trustee shall be a company eligible, in accordance with Clause 28.5, the Securities and Futures Act and the SFC Code, to be the trustee of the Trust that is acceptable to the Manager, the Supervisory Committee, the Authority and the Commission and shall agree to enter into each such deed as is referred to below to secure the due performance of its duties as Trustee. The Trustee, the new trustee and the Manager shall by deed or deeds supplemental to this Deed appoint such new trustee to be the Trustee in the place of the retiring Trustee.

28.2 If:

28.2.1 (which may only be given subject to and with the prior approval of the Supervisory Committee), the Manager gives notice in writing to the Trustee that it wishes for good and sufficient reason, and is of the reasonable opinion (and so states in writing to the Trustee and the Supervisory Committee) that a change of the Trustee

is desirable in the interests of the Holders and Participants, the Trustee to retire; or,

28.2.2 following a material breach of the Trustee's obligations under this Deed which, if capable of remedy the Trustee fails to remedy within 30 days of being specifically required to do so by the Manager, and the Manager is of the opinion and so states in writing to the Trustee and the Supervisory Committee that a change of the Trustee is desirable and in the best interests of Holders and Participants as a whole, the Manager shall be entitled to give notice in writing to the Trustee that it wishes the Trustee to retire,

in each case in favour of a new trustee whose name is specified in such notice and which is a company eligible, in accordance with Clause 28.5 and the Securities and Futures Act and the SFC Code, to be the trustee of the Trust and is acceptable to the Authority, the Commission and the Supervisory Committee, whereupon the Trustee shall, with effect on and from the date on which the appointment of such new trustee takes effect, by deed supplemental to this Deed retire as the Trustee.

28.3 If a Resolution is passed to remove the Trustee then the Trustee shall retire and in such case the Manager shall as soon as reasonably practicable use its reasonable efforts to find a new trustee to be appointed in accordance with Clause 28.5.

28.4 The Trustee may be removed, and shall retire, from office in accordance with Clause 30.2.3, and in which case the Manager or the Supervisory Committee shall give notice to the Trustee accordingly.

28.5 Any trustee of the Trust shall be incorporated in Singapore, and shall be approved under Section 289 of the Securities and Futures Act to act as a trustee of Singapore authorized unit trusts.

28.6 The new Trustee shall as soon as practicable after its appointment give notice to the Holders specifying the name and the address of the office of the new Trustee.

28.7 To the extent permissible, the stipulation of any statute that a trustee shall not be discharged from its trust unless there will be either a trust corporation or at least two individuals to act as trustees to perform the trust is hereby excluded. In any event, each and every person actually or prospectively interested in the Fund Assets is hereby excluded from asserting any claim against a Trustee or former Trustee on the basis of the said stipulation save to the extent of any trust moneys or other trust assets actually in the possession or control of that Trustee or former Trustee.

28.8 Every Trustee which shall retire from its position as Trustee of the Trust shall in respect of its period of trusteeship of the Trust and notwithstanding that it shall have retired continue to have the benefit of all indemnities, powers and privileges given to the Trustee of the Trust by this Deed and any deeds supplemental hereto executed during such period in addition to the indemnities powers and privileges given by law to a retiring trustee.

28.9 Upon effective retirement hereunder, the retiring Trustee shall be discharged and shall no longer be liable in any manner hereunder except as to acts or omissions occurring prior to such retirement, and the new Trustee shall thereupon undertake and perform all duties and be entitled

to all rights and compensation as Trustee under this Deed. The successor Trustee shall not be under any liability hereunder for occurrences or omissions prior to the execution of such instrument.

28.10 Upon effective retirement hereunder, the retiring Trustee shall use its reasonable endeavours to assign or novate to the new Trustee on terms reasonably acceptable to the Manager (and to obtain the consent of its counterparts thereto) of all agreements to which it, as trustee, is a party concerning the Trust including without limitation, the Licence Agreement.

29. RETIREMENT AND REMOVAL OF MANAGER

29.1 The Manager shall be subject to removal by notice in writing given by the Trustee:

29.1.1 if the Manager goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously notified in writing to the Trustee) or shall be adjudged a bankrupt or insolvent or appoints a liquidator or if a receiver shall be appointed in respect of the property or undertaking of the Manager or any part thereof or a judicial manager is appointed in respect of the Manager or the Manager is the subject of any analogous proceedings or procedure in each case under such law as may be applicable in the circumstances;

29.1.2 if (which may only be given subject to and upon the prior approval of the Supervisory Committee) for good and sufficient reason the Trustee is of the reasonable opinion (and the Trustee so states in writing to the Manager and the Supervisory Committee) that a change of Manager is desirable in the interests of the Holders and Participants;

29.1.3 if the Authority or Commission directs the Trustee to remove the Manager;

29.1.4 following a material breach of the Manager's obligations under this Deed which, if the breach is capable of remedy, the Manager fails to remedy within 30 days of being specifically required in writing so to do by the Trustee, and the Trustee is of the opinion and so states in writing to the Manager and the Supervisory Committee that a change of Manager is desirable and in the best interests of Holders and Participants as a whole; or

29.1.5 if the Trustee is of the opinion, and so states in writing such reason and opinion, that the Manager has to the prejudice of Holders, failed to comply with any provision of this Deed, and summons a meeting of Holders for the purpose of determining an appropriate course of action pursuant to section 295 of the Securities and Futures Act, and if at such meeting, the Holders by Extraordinary Resolution determine to remove the Manager.

29.2 The Manager shall also be removed on notice in writing given by the Trustee following a Resolution passed, or the Trustee receiving a written request from Holders representing at least 50% of the Units outstanding for the time being, to remove the Manager.

29.3 The Manager may be removed, and shall retire, from office in accordance with Clause 30.2.4, and in which case the Trustee or the Supervisory Committee shall give notice to the Manager accordingly.

29.4 In either of the cases contained in Clauses 29.1 and 29.2 the Manager shall upon notice by the Trustee *ipso facto* cease to be the Manager and as soon as practicable thereafter the Trustee shall by writing under its seal appoint as Manager some other company eligible to be the manager of the Trust and acceptable to the Supervisory Committee, the Authority and the Commission and subject to such company entering into such deed or deeds (being a deed or deeds supplemental to this Deed) as the Trustee may be advised to be necessary or desirable to be entered into by such company in order to secure the due performance of its duties as Manager. Nothing in this Clause 29 shall be construed as prejudicing the right of the Trustee herein contained to terminate the Trust in any of the events in which in accordance with the provisions of this Deed the right of terminating the Trust is vested in the Trustee.

29.5 Upon giving three months' written notice to the Trustee and the Supervisory Committee, the Manager shall have power to retire in favour of some other company eligible to be the manager of the Trust in accordance with the Securities and Futures Act, the SFC Code and approved by the Trustee, the Supervisory Committee, the Authority and the Commission upon and subject to such company entering into such deed or deeds as mentioned in Clause 29.4. Upon such deed or deeds being entered into and upon payment to the Trustee of all sums due by the retiring Manager to the Trustee under this Deed at the date thereof the retiring Manager shall be absolved and released from all further obligations hereunder but without prejudice to the rights of the Trustee or of any other person in respect of any act or omission prior to such retirement.

29.6 The Trustee shall, as soon as practicable after the appointment of a new Manager pursuant to the provisions herein, give notice to the Holders specifying the name and address of the office of the new Manager. Any Manager shall be a holder of a capital markets services licence in respect of fund management or a person exempted from such licensing requirements under the Securities and Futures Act and shall also satisfy any applicable licensing requirements of the Commission.

29.7 Upon effective retirement hereunder, the retiring Manager shall use its reasonable endeavours to assign or novate to the new Manager, on terms reasonably acceptable to the Trustee, (and to obtain the consent of its counterparts thereto) all agreements to which it, as manager, is a party concerning the Trust.

30. THE SUPERVISORY COMMITTEE

30.1 A Supervisory Committee shall be constituted as follows:

30.1.1 The Supervisory Committee shall consist of up to 15 members of which the initial members shall be the persons set out in Part I of the Third Schedule. Of the members appointed to the Supervisory Committee a chairman shall be designated by the members. After the initial appointments to the Supervisory Committee, all further appointments shall (subject as provided below) be made by the Supervisory Committee itself, by majority vote, on a basis to be determined by it. If there are no members of the Supervisory Committee remaining, subject to Clause 30.1.8 the Trustee shall be entitled to appoint up to four persons to be

members of the Supervisory Committee. All members of the Supervisory Committee shall be independent of the Trustee and the Manager and Connected Persons of any of them. No more than one member of the Supervisory Committee may be a representative of the Stock Exchange.

30.1.2 Supervisory Committee members shall serve until their resignation or removal. A member of the Supervisory Committee may be removed and replaced with or without cause at any time by a majority of the Supervisory Committee by notice to the relevant Supervisory Committee member. A Supervisory Committee member may resign at any time by giving 30 Business Days' notice to the other members of the Supervisory Committee, the Trustee and the Manager and, in such event, the Supervisory Committee shall within 30 Business Days of such resignation appoint a replacement.

30.1.3 The quorum for a meeting of the Supervisory Committee shall be the presence of no fewer than one half of its members (or their respective alternates) and such quorum shall be present both at the commencement of business and also when such business is voted upon. If within half an hour of the time appointed for a meeting of the Supervisory Committee a quorum is not present the meeting shall stand adjourned to seven calendar days later at the same time and place unless otherwise agreed by all the members of the Supervisory Committee (or their respective alternates). If a quorum is not present at the adjourned meeting within half an hour of the time appointed for that meeting, the members or member present shall constitute a quorum and for this purpose if only one member is present at that time and place he or she shall for all purposes of that meeting be treated as the appointed alternate of all the other members of the Supervisory Committee and shall be treated as being entitled to one vote for each member of the Supervisory Committee. Subject to Clause 30.1.8, resolutions of the Supervisory Committee shall be passed by a majority vote of the members (or their respective alternates) present or represented; provided that a quorum is present. The chairman of the Supervisory Committee shall have a casting vote. A resolution of the Supervisory Committee shall also be validly made if approved in writing by all the members (or their respective alternates) of the Supervisory Committee.

30.1.4 Any member of the Supervisory Committee may at any time appoint a person to be his alternate for the purposes of participating in meetings of the Supervisory Committee and may at any time terminate such appointment. While so appointed an alternate shall have all the rights, powers and privileges of his appointor. An appointment and a termination of appointment shall be by notice in writing signed by such member and sent to the Trustee and the Manager and the other members of the Supervisory Committee.

30.1.5 The Supervisory Committee shall meet whenever a matter under Clause 30.2 below or otherwise under this Deed requires the Supervisory Committee's approval, consent or agreement (and in any event it shall meet at least annually). Any one member of the Supervisory Committee may, at any time, convene a

meeting of the Supervisory Committee provided that not less than two Business Days' notice of such meeting shall be given to each member of the Supervisory Committee (and their respective alternates). The Manager or the Trustee may also, at any time, convene a meeting of the Supervisory Committee, provided that not less than seven Business Days' notice of such meeting shall be given to each member of the Supervisory Committee (and their respective alternates). In each case such notice may be waived by all the members of the Supervisory Committee (or their respective alternates) when, before or after the meeting is held. Any notice shall include an agenda of the matters to be discussed at the meeting. Meetings of the Supervisory Committee shall be held at such place as may be agreed by all members (or their respective alternates) of the Supervisory Committee or failing agreement, at the office of the Trustee. Meetings may also be held by videoconference or teleconference.

30.1.6 The Supervisory Committee shall properly document and record all of its proceedings by way of written minutes and resolutions and deliver all such minutes and resolutions to each of the Manager and the Trustee.

30.1.7 No person shall be appointed as a member of the Supervisory Committee unless he is fit and proper and satisfies the eligibility criteria set out in Part II of the Third Schedule, which shall be determined by the person(s) entitled to appoint the members of the Supervisory Committee under Clause 30.1.1.

30.1.8 By a unanimous resolution of all the members (and not their alternates) of the Supervisory Committee, the Supervisory Committee may dissolve itself permanently and in which event:

(a) any matter requiring the approval, consent or agreement of the Supervisory Committee shall not require its approval, consent or agreement;

(b) there shall be no requirement to convene or hold meetings of the Supervisory Committee in accordance with this Clause 30; and

(c) the Trustee and the Manager shall continue to manage and administer the Trust in accordance with the terms of this Deed as if all references to the Supervisory Committee had been removed and deleted from this Deed.

30.2 The Supervisory Committee shall:

30.2.1 oversee the Trustee and the Manager on matters pertaining to the management and administration of the Trust;

30.2.2 in connection with the Trustee's and the Manager's administration and management of the Trust under and in accordance with the terms of this Deed, have the power to:

(a) direct the Trustee and the Manager on matters relating to the overall structure of the Trust and strategic (but not day to day) issues related to the management and administration of the Trust;

(b) (but without being obliged to) require the Trustee and the Manager to report to the Supervisory Committee on any matter, act or thing pertaining to their management or administration of the Trust, and in relation to the exercise of any discretion by the Manager or the Trustee under and in accordance with the terms of this Deed, including without limitation, in respect of the appointment or removal of any Service Provider and the Manager's current and future marketing plan;

(c) consider and recommend to the Trustee and the Manager, and approve, proposals for additional listings of the Units on other Recognised Exchanges, having regard to such factors as commercial viability, legal and regulatory readiness of the market concerned, prevailing market environment; operational requirements and market development;

(d) consider and recommend to the Trustee and the Manager, and approve, proposals for the registration or authorization of the Units or the Trust in any other jurisdiction; and

(e) approve, consent or agree, direct or make recommendations to the Trustee and/or the Manager on such other matters as are set out in this Deed requiring the approval, consent or agreement of the Supervisory Committee or in respect of which the Supervisory Committee may direct or make recommendations to the Trustee and/or the Manager.

30.2.3 without prejudice to Clause 28, have the power to recommend the removal of the Trustee, in which case the Supervisory Committee shall give notice in writing to the Manager that it wishes the Trustee to retire in favour of a new trustee whose name is specified in such notice and which is a company eligible to be the trustee of the Trust and is acceptable to the Authority and the Commission. Upon receipt of such notice the Manager shall within seven Business Days either approve or disapprove the recommendation of the Supervisory Committee to remove the Trustee. If the Manager approves the Supervisory Committee's recommendation under this Clause or fails to respond to the Supervisory Committee within seven Business Days of its receipt of such notice, the Supervisory Committee may give notice in writing to the Trustee that it wishes the Trustee to retire in favour of a new trustee whose name is specified in such notice. The existing Trustee shall, with effect on and from the date on which the appointment of such new trustee takes effect, by deed supplemental to this Deed retire as the Trustee. In the event the Manager disapproves the recommendation of the Supervisory Committee within seven Business Days of its receipt of the Supervisory Committee's notice, the Trustee shall not be removed but the Supervisory Committee may convene, or the Manager shall at the request of the Supervisory Committee convene, a meeting of Holders for the purpose of proposing a Resolution to remove the Trustee in accordance with Clause 28.3;

30.2.4 without prejudice to Clause 29, have the power to recommend the removal of the Manager in which case the Supervisory Committee shall give notice in writing to the Trustee that it wishes the Manager to retire in favour of a new manager whose

name is specified in such notice and which is a company eligible to be manager of the Trust and is acceptable to the Authority and the Commission. Upon receipt of such notice the Trustee shall within seven Business Days either approve or disapprove the recommendation of the Supervisory Committee to remove the Manager. If the Trustee approves the Supervisory Committee's recommendation under this Clause or fails to respond to the Supervisory Committee within seven Business Days of its receipt of such notice, the Supervisory Committee may give notice in writing to the Manager that it wishes the Manager to retire in favour of a new manager whose name is specified in such notice and subject to such company entering into such deed or deeds (being a deed or deeds supplemental to this Deed) as the Trustee may be advised to be necessary or desirable to be entered into by such company in order to secure the due performance of its duties as Manager. In the event the Trustee disapproves the recommendation of the Supervisory Committee within seven Business Days of its receipt of the Supervisory Committee's notice, the Manager shall not be removed but the Supervisory Committee may convene, or the Trustee shall at the request of the Supervisory Committee convene, a meeting of Holders for the purpose of proposing a Resolution to remove the Manager in accordance with Clause 29.2;

30.2.5 in relation to its duties set out in this Clause 30, have power to delegate to such person or persons as the Supervisory Committee considers appropriate and fit and proper for carrying out such duties provided that the Supervisory Committee shall retain overall responsibility for such duties as may be delegated. The Supervisory Committee may also instruct any attorneys, bankers, accountants, brokers, lawyers and other professional persons as it sees fit; and

30.2.6 ensure that the Manager appoints the Auditor in accordance with Clause 21 and subject to the requirements of the Securities and Futures Act and the SFC Code shall approve any such appointment and removal of the Auditors or appointment of new Auditors.

30.3 No amendment, alteration, modification or variation to the terms of this Deed shall be made without the Supervisory Committee's prior approval unless made with the sanction of an Extraordinary Resolution.

30.4 The Supervisory Committee, and any member of the Supervisory Committee, shall be entitled to give or refuse to give or abstain from giving its approval, consent or agreement to any such matter, and on such terms and subject to such conditions as it sees fit in its absolute discretion without being liable therefor. Members of the Supervisory Committee shall not be responsible or liable for any act or failure to act or other omission of the Trustee or the Manager or any action, costs, claims, damages, expenses or liabilities which the Trustee, the Manager or any Holder or Participant or any other person who may be interested in any Units may suffer or incur as a result of any act or failure to act or other omission or the giving or their refusal to give or abstention from giving their approval, consent or agreement to any matter or for any advice, recommendation, direction, instruction or information given or provided by the Supervisory Committee to the Trustee and/or the Manager.

30.5 Each of the members of the Supervisory Committee, individually, and in their capacity as members of the Supervisory Committee, except to the extent of any fraud, recklessness, bad faith or wilful default on their part shall be indemnified and held harmless against any action, costs, claims, expenses, damages or liabilities to which they may be put or which they may incur as a result of acting as members of the Supervisory Committee, exercising their powers specified herein and their other authorities, duties or discretions vested in them under this Deed and each member of the Supervisory Committee shall for such purpose have recourse to the Deposited Property and/or the Income Property or any part thereof, except to the extent provided by applicable law.

30.6 The Trust may, and at the request of any member of the Supervisory Committee shall, purchase and maintain insurance for the benefit of a person who is or was a member of the Supervisory Committee indemnifying himself against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Trust.

30.7 Nothing herein shall prevent any member of the Supervisory Committee from contracting or entering into any financial, investment, banking (including foreign exchange), trustee, insurance, secretarial, joint venture or partnership or other transaction of any kind whatsoever with, or from providing services of any kind to, the Trust, any Holder, any Trust Investment, or any other person in any fiduciary or other capacity (including for the avoidance of doubt acting as trustee in relation to any Trust Investment) or from being interested in any contract, transaction, joint venture or partnership or from being a director or employee of or consultant to any Trust Investment. Any member of the Supervisory Committee shall not be liable to account for any profits or benefits made or derived from or in connection with any such contract, transaction, joint venture or partnership or other transaction. In this Clause 30 "Trust Investment" means any company, person, partnership, joint venture, trust, association, sovereign, state, government, government agency, body of persons or entity of any kind whatsoever in which the assets in the Trust are, or are proposed to be, invested.

30.8 The Trustee and Manager shall provide to each member of the Supervisory Committee (and their respective alternates) at least two Business Days before each meeting held in accordance with Clause 30.1.5, and otherwise upon written request by the Supervisory Committee, a report which shall contain such information as the Supervisory Committee shall from time to time decide but shall include (but not be limited to), in so far as the Trustee and/or the Manager is aware of them:

30.8.1 details of any material events or material changes relating to the management, operation and administration of the Trust;

30.8.2 details of any material breaches by the Trustee, the Manager or any of the Trust's Service Providers of the duties and responsibilities imposed on each of them under, as the case may be, this Deed or any of the agreement(s) relating to the Trust to which they are a party.

30.9 In the event that there is no member appointed to the Supervisory Committee for a continuous period of one month or more, notwithstanding the terms of this Deed:

30.9.1 any matter requiring the approval, consent or agreement of the Supervisory Committee shall not require its approval, consent or agreement (except that the

Manager shall not be entitled to remove the Trustee pursuant to Clause 28.2.1 and the Trustee shall not be entitled to remove the Manager pursuant to Clause 29.1.2);

30.9.2 there shall be no requirement to convene or hold meetings of the Supervisory Committee in accordance with this Clause 30; and

30.9.3 the Trustee and the Manager shall continue to manage and administer the Trust in accordance with the terms of this Deed as if all references to the Supervisory Committee had been removed and deleted from this Deed,

until such time as new members are appointed to the Supervisory Committee in accordance with Clause 30.1.1.

30.10 For the purposes of this Clause 30, "Service Provider" means any person appointed by the Trustee and/or the Manager (as the case may be) to provide services to or for the purposes of the Trust and includes any person to whom the provision of such services is delegated, and shall include, but not be limited to, Receiving Agents, Authorized Participants and any custodian of the Investments comprising assets of the Trust.

30.11 Notwithstanding anything in this Clause 30, the Manager and the Trustee shall not accept or act on any directions given by the Supervisory Committee which would require the Manager or the Trustee to do any act or omit doing any act that would result in:

30.11.1 a breach by the Manager or the Trustee of their respective fiduciary duties to the Holders; or

30.11.2 a breach by the Manager, the Trustee and/or the Trust of any applicable law or regulations.

31. TERMINATION OF THE TRUST

31.1 Notwithstanding the termination of the Trust, the Trust shall remain liable to the Holder of any Unit in respect of any distribution amount which remains unpaid until such time when payment to that Holder by the Trustee of the final distribution to be made in accordance with Clause 32.

31.2 The Trust is of indeterminate duration and may be terminated by the Trustee, with the prior approval of the Manager (except in the case of Clauses 31.2.7 and 31.2.10) and the Supervisory Committee (except in the case of Clauses 31.2.3, 31.2.4, 31.2.9 and 31.2.10) by notice in writing as hereinafter provided in any of the following events, namely:

31.2.1 if it becomes illegal or in the opinion of the Trustee impossible or impracticable to continue the Trust;

31.2.2 if the Trust shall become liable to taxation (whether in Singapore or elsewhere) in respect of income or capital gains at a rate considered by the Manager to be excessive in relation to the rate which would be borne by the Holders if they owned directly the Index Securities and Non-Index Securities in question;

31.2.3 if the Units cease to be listed on the Stock Exchange;

31.2.4 if the Trust ceases to be authorized under section 286 of the Securities and Futures Act or authorized under section 104 of the Securities and Futures Ordinance;

31.2.5 if the Pan-Asia Index ceases to be compiled or published and there is no Successor Index;

31.2.6 if the Licence Agreement is terminated and a new licence agreement relating to the Pan-Asia Index or any Successor Index is not entered into by the Trustee and the Manager;

31.2.7 if the Manager goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or shall be adjudged a bankrupt or insolvent or appoints liquidators or if a receiver shall be appointed in respect of the property or undertaking of the Manager or any part thereof or a judicial manager is appointed in respect of the Manager or the Manager is the subject of any analogous proceedings or procedure in each case under such law as may be applicable in the circumstances where, after the expiration of a period of three months, the Trustee has not appointed a new Manager in accordance with Clause 29.4;

31.2.8 if on the expiration of three months after notifying the Manager that in the Trustee's opinion a change of Manager is desirable in the interests of the Holders and Participants pursuant to Clause 29.1.2 the Trustee has not found another company ready to accept the office of the Manager of the Trust of which the Trustee, the Supervisory Committee, the Authority and the Commission shall approve;

31.2.9 if the average of the daily Value of the Trust is less than US$250 million over any rolling three-month period; or

31.2.10 if the Authority or the Commission directs under the Securities and Futures Act or the Securities and Futures Ordinance, as the case may be, that the Trust be terminated.

The decision of the Trustee and the Manager in any of the events specified in this Clause 31 (with the exception of Clause 31.2.7) shall be final and binding upon all parties concerned but the Trustee and the Manager shall be under no liability on account of any failure to terminate the Trust pursuant to this Clause 31 or otherwise.

31.3 The Trustee shall give written notice of termination of the Trust to the Holders and Participants in the manner herein provided and shall by such notice fix the date at which such termination is to take effect, which date shall not be less than three months after the service of such notice (except where the Trust is terminated by reason that it is illegal to continue in accordance with Clause 31.2.1 in which case termination may take effect forthwith without any prior notice to holders).

31.4 The Trust may be terminated at any time by Extraordinary Resolution of the Holders and such termination shall take effect from the date on which such Extraordinary Resolution is passed or such later date (if any) as the Extraordinary Resolution may provide.

31.5 The Manager shall give written notice of the termination of the Trust pursuant to this Clause 31 to the Authority and the Commission in accordance with the Code and the SFC Code respectively.

31.6 In the event of termination of the Trust, the Manager shall provide such information, documents and assistance as may be reasonably requested by the Trustee to enable the Trustee to submit to the Authority the relevant statements relating to the termination of the Trust as required under the Code.

32. LIQUIDATION OF THE TRUST

UPON the Trust being terminated:-

32.1 The Trustee shall sell or realise all Investments which are not Index Securities or Non-Index Securities, and such Index Securities and Non-Index Securities as the Trustee in its absolute discretion determines, then remaining in its hands as part of the Fund Assets and shall repay any outstanding borrowings effected by or for the account of the Trust (together with any interest accrued thereon but remaining unpaid) and such sale and repayment shall be carried out and completed in such manner and within such period after the termination of the Trust as the Trustee in its absolute discretion deems advisable. Subject to Clause 32.3, any net cash proceeds derived from the sale or realisation of such Investments and any other cash remaining in its hands as part of the Fund Assets shall at such time or times as the Trustee shall deem convenient be distributed (subject to retaining sufficient cash to meet any balancing payment under Clause 32.2) to the Holders *pro rata* to the number of Units held or deemed to be held by them respectively.

32.2 Subject to Clause 32.3, the Trustee may at such time or times as it may deem convenient distribute *in specie* to the Holders pro rata to the number of Units held or deemed to be held by them respectively all Index Securities and Non-Index Securities then remaining in its hands as part of the Deposited Property. Each Holder shall be entitled to receive approximately a proportionate amount of each type of Index Security and Non-Index Security (provided that no fraction of any Index Security or Non-Index Security shall be distributed) available for distribution together with a balancing payment in cash in the case of Holders who shall not receive the full proportionate amount of any Index Securities and Non-Index Securities and for such purpose the Trustee may sell any Index Securities and Non-Index Securities remaining in its hands as part of the Deposited Property. Such distribution, and the distribution of any Income Property, shall be carried out and completed in such manner and within such period after the termination of the Trust as the Trustee in its absolute discretion thinks advisable.

32.3 The Trustee shall be entitled to retain any moneys or Index Securities or Non-Index Securities in its hands under the provisions of this Clause 32 to the extent required, in its absolute discretion, to make full provision for all costs, charges, expenses, claims and demands incurred, made or apprehended by the Trustee being either in connection with or arising out of the liquidation of the Trust or otherwise properly payable out of the Fund Assets in accordance with this Deed or law and out of the moneys so retained to be indemnified and saved harmless against any costs, charges, expenses, claims and demands.

32.4 Any unclaimed Index Securities and Non-Index Securities held by the Trustee under the provisions of this Clause may at any time after the expiration of twelve months from the date

on which the same were to be distributed under Clause 32.2 be sold by the Trustee and the net proceeds together with any unclaimed cash held by the Trustee at such time be paid into Court subject to the right of the Trustee to deduct therefrom any expenses it may incur in carrying out this provision.

32.5 No further Units shall be issued and no outstanding Units may be redeemed from the time of and upon liquidation of the Trust.

33. MEETINGS OF HOLDERS

33.1 The Holders shall in addition to all other powers conferred upon them by statute or by this Deed or otherwise have the following powers exercisable by Extraordinary Resolution only namely:

33.1.1 power to assent to any modification or alteration of the provisions contained in this Deed;

33.1.2 power to increase the maximum Management Fee and Trustee Fee;

33.1.3 power to permit other types of fees;

33.1.4 power to terminate the Trust; or

33.1.5 power to remove the Manager pursuant to section 295 of the Securities and Futures Act.

33.2 All expenses of and incidental to the holding of a meeting in accordance with the provisions of the First Schedule or the circulation of resolutions shall be paid out of the Deposited Property.

33.3 The Manager, Trustee, any investment adviser appointed by the Manager or their respective Connected Persons are prohibited from voting their beneficially held Units at or from being counted in the quorum for a meeting at which they have a material interest in the business to be conducted.

34. ADVERTISEMENTS

34.1 If the Manager shall be desirous of issuing or publishing any advertisement, circular, descriptive booklet or other document referring to the Supervisory Committee or any of the EMEAP central banks or monetary authorities (the form of which shall not previously have been approved by the Supervisory Committee) the Manager shall, at least ten Business Days prior to the issue or publication thereof, submit a draft copy of the document in question to the Supervisory Committee and shall refrain from issuing or publishing the same if so required in writing by the Supervisory Committee within seven Business Days of the receipt by the Supervisory Committee of such draft or copy. In all circulars or advertisements or other publications referring to the issue or sale of Units reference shall be made to the Supervisory Committee, and any of the EMEAP central banks or monetary authorities only in terms previously approved by it or them.

35. ELIGIBILITY OF HOLDERS

35.1 The Manager and the Trustee shall have power to impose such restrictions (including but not limited to asking for such certifications) as they may think necessary or desirable for the

purpose of ensuring that no Units are acquired or held directly, indirectly or beneficially by (a "**Non-Eligible Person**"):

35.1.1 any individual under the age of 21 (or such other age as the Manager may think fit);

35.1.2 any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Manager to be relevant) which, in the opinion of the Manager, might result in the Manager, the Trustee, members of the Supervisory Committee or the Trust incurring any liability to taxation or suffering any other pecuniary disadvantage or becoming subject to any law or regulation which the Manager, the Trustee, members of the Supervisory Committee or the Trust might not otherwise have incurred or suffered or became subject to; or

35.1.3 any person which might result in the Manager, Trustee, members of the Supervisory Committee or the Trust breaching any law, regulation or other requirements of any country or governmental authority.

35.2 For the purpose of ensuring compliance with Clause 35.1 the Trustee or the Manager may at any time and from time to time call upon any person holding directly or beneficially any Units, by notice in writing, to provide to the Trustee or the Manager such information and evidence as they shall require upon any matter concerned with or in relation to such person's holding of or interest in, or the ultimate beneficial owners of (or intermediate holders or owners of), Units.

36. DISQUALIFICATION OF NON-ELIGIBLE HOLDERS

36.1 For the purpose of ensuring compliance with the restrictions in Clause 35.1 the following provisions shall apply:

36.1.1 if it shall come to the notice of the Manager or the Trustee that any Units are owned directly or beneficially by any person in contravention of any such restrictions as are referred to in Clause 35 (the "**Restrictions**") the Manager or the Trustee may give notice to such person requiring him to transfer such Units to a person who would not thereby be in contravention of any of the Restrictions or the Manager or the Trustee may give a request in writing for the redemption of such Units in accordance with the provisions of Clause 14. If any person upon whom such a notice is served pursuant to this Clause does not within 10 days after such notice transfer his Units as aforesaid or establish to the satisfaction of the Manager (whose decision shall be final and binding) that the Units are not held in contravention of any of the Restrictions, he shall be deemed upon the expiration of 10 days to have given a request in writing for the redemption of all his Units pursuant to the provisions of Clause 14;

36.1.2 a person who becomes aware that he is holding or owning Units in contravention of any of the Restrictions shall forthwith, unless he has already received a notice pursuant to Clause 36.1.1, either transfer all his Units to a person who would not

thereby be in contravention of any of the Restrictions or give a request in writing for the redemption of all his Units pursuant to the provisions of Clause 14;

36.1.3 the exercise by the Manager or the Trustee of the powers conferred by this Clause shall not be questioned or invalidated in any case on the ground that there was insufficient evidence of ownership of Units by any person or that the true ownership of any Units was otherwise than appeared to the Manager or the Trustee at the relevant date, provided that the said powers shall have been exercised in good faith.

36.2 Any redemption of Units in accordance with a request made or deemed to be made under Clause 36.1 may be redeemed other than as part of a Redemption Unit, and in which case the Manager may in its discretion pay the Redemption Value wholly in cash or partly in cash and partly in Redemption Securities (and Clause 14 shall be construed accordingly). Duties and Charges and Transaction Fees may be levied by the Manager (for the account of the Trust) to the Holder (which may be set off and deducted against the cash Redemption Value or, if applicable, the Cash Redemption Component).

37. NOTICES AND DOCUMENTS

37.1 Any notice or other document required to be served upon or sent to a Holder shall be deemed to have been duly given or served if sent by post or left at his address as appearing on the Register and in the case of joint Holders the address of whichever of such Holders is named first on the Register or such other of the joint Holders as may be authorized in writing by the JH Signatory or (if more than one) each JH Signatory. Any notice or document so served or sent by post shall be deemed to have been served or received 48 hours from the time at which the same was posted and in proving such service or receipt it shall be sufficient to prove that the envelope or wrapper containing such notice or document was properly addressed, stamped and posted. Any notice or document left at the address of a Holder shall be deemed to have been served or received when left.

37.2 Any notice or document sent by post to or left at the registered address of a Holder in pursuance of this Deed shall notwithstanding that such Holder be then dead, in liquidation, insolvent or bankrupt and whether or not the Trustee or the Manager have notice of his death or bankruptcy be deemed to have been duly served or sent and such service shall be deemed a sufficient service on or receipt by all persons interested in the Units concerned.

37.3 All cheques, notices, statements and other documents of any kind sent by post by the Trustee or the Manager to any Holder shall be sent at the sole risk of the person entitled thereto.

37.4 Any notice or other document served on the Manager, the Trustee or the Supervisory Committee (or any member thereof) shall be deemed to have been given or served when received.

38. MODIFICATION OF DEED OF TRUST

38.1 Subject as hereinafter provided, the Trustee and the Manager (with the consent of the Supervisory Committee) may from time to time alter, modify or vary the terms of this Deed by deed supplemental hereto in such manner and to such extent as they may consider expedient

for any purpose provided that unless the Trustee certifies in writing that such alteration, modification or variation is in the opinion of the Trustee not materially prejudicial to the interest of the Holders, does not to any material extent release the Trustee or the Manager or any other person from any liability to Holders (other than upon any retirement or removal of the Trustee or the Manager) and does not increase the costs and charges payable out of the Trust (other than costs incurred in altering, modifying or varying this Deed), no such alteration, modification or variation shall be made without the sanction of an Extraordinary Resolution.

38.2 Without prejudice to Clause 38.1, the Trustee and the Manager (with the consent of the Supervisory Committee) shall be entitled to alter, modify or vary the terms of this Deed by deed supplemental hereto (and without the sanction of an Extraordinary Resolution) if the alteration, modification or variation to be made thereby is:

38.2.1 made in order either that the Trust should comply with fiscal or other statutory, regulatory or official requirements (whether or not having the force of law) of any country or authority and the Trustee certifies in writing that in its opinion such change is necessary to so comply; or

38.2.2 to remove an obsolete provision or to correct a manifest error and the Trustee certifies in writing accordingly.

38.3 Notwithstanding Clause 38.1 above, provided that the Trustee shall certify in writing that any modification, alteration or addition is directly or indirectly necessary or desirable in the Trustee's opinion for the purposes of listing or maintaining a listing of the Units on the Stock Exchange or any other Recognized Exchange approved by the Supervisory Committee or registering or authorizing the Units or the Trust in any other jurisdiction approved by the Supervisory Committee, then the Trustee and the Manager (with the consent of the Supervisory Committee) may by deed supplemental hereto modify, alter or add to the provisions of this Deed in such manner and to such extent as they may consider expedient for that purpose without the sanction of an Extraordinary Resolution.

38.4 No alteration, modification or variation whether or not approved by an Extraordinary Resolution shall impose upon any Holder any obligation to make any further payments in respect of any of the Units held by him or to accept any liability in respect thereof.

38.5 All of the costs and expenses incurred by the Trustee or the Manager in connection with any such supplemental deed referred to in this Clause 38 or entered into to effect a modification, alteration, addition or replacement of a kind referred to in this Clause 38 (including expenses incurred in the holding of a meeting of Holders, where necessary) may be charged against the Trust.

38.6 In the event of a supplemental deed being executed pursuant to this Clause 38 without the sanction of an Extraordinary Resolution, notice of the changes thereby effected shall be sent to the Holders unless the amendments to this Deed made by that supplemental deed are not in the opinion of the Manager (with the consent of the Trustee) of material significance. The form and timing of such notification shall, subject to the Code and SFC Code, be determined by the Manager at its discretion.

39. **THE FIRST, SECOND AND THIRD SCHEDULES**

The provisions contained in the First, Second and Third Schedules shall have effect in the same manner as if such provisions were herein set forth.

40. **COMPETITION**

For a period commencing on the date of this Deed and ending 12 months after the listing of the Units on the Stock Exchange the Manager may not (and the Manager shall procure that its Connected Persons will not) directly or indirectly operate, promote, sponsor or manage any unit trust, mutual fund or other collective investment arrangement (but not in relation to a segregated portfolio or managed account) which is designed (whether by active or passive management) to track, or is benchmarked against, the performance of an index which is published or compiled by the Index Licensor and invested (in whole or in part) in sovereign or quasi-sovereign securities denominated in Asian Currencies.

41. **DOMICILE**

41.1 The Trust shall be domiciled in Singapore.

41.2 The forum for the administration of the Trust shall be conducted under the non-exclusive jurisdiction of the courts of Singapore.

42. **PROPER LAW**

This Deed shall in all respects be governed by and construed in accordance with the laws of Singapore.

43. **OTHER TRUSTS**

Subject to Clause 40, nothing herein contained shall be construed to prevent the Manager and the Trustee together or separately from acting as manager or trustee for trusts separate and distinct from the Trust.

44. **RIGHTS OF THIRD PARTIES**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore, to enforce any term of this Deed provided that nothing in this Clause 44 shall affect the rights of Holders or Participants to enforce the terms of this Deed as specifically provided in this Deed.

IN WITNESS WHEREOF this Deed has been entered into the day and year first above written.

THE FIRST SCHEDULE

MEETINGS OF HOLDERS

1. The Trustee or the Manager or the Supervisory Committee may respectively (and the Manager shall at the request in writing of Holders registered as holding not less than 10 per cent of the Units for the time being in issue) at any time convene a meeting of Holders at such time or place in Singapore (or such other location as the Trustee may determine) (subject as hereinafter provided) as the party convening the meeting may think fit and the following provisions of this Schedule shall apply thereto.

2. The Manager shall be entitled to receive notice of and to attend at any such meeting. Any director or other duly authorized official of the Trustee and its solicitors and any director and the secretary and the solicitors of the Manager and any other person authorized in that behalf by the Manager may attend and speak at the meeting. Members of the Supervisory Committee shall also be entitled to receive notice of and to attend and speak at any such meeting.

3. Twenty-one days' notice at the least (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every meeting shall be given to the Holders in the manner provided in this Deed. The notice shall specify the place day and hour of meeting and the terms of any resolution to be proposed thereat. A copy of the notice shall be sent by post to the Trustee unless the meeting is convened by the Trustee. The accidental omission to give notice to or the non-receipt of notice by any of the Holders shall not invalidate the proceedings at any meeting. In this First Schedule, "Holders" means the persons who were Holders on the record date specified by the Manager with the prior approval of the Trustee, to be between seven and twenty-one days before the notice under this paragraph 3 was sent, but may exclude any persons who are known not to be Holders at the time of the meeting or at any other relevant time. Where a meeting is adjourned, this paragraph (save for the notice period which shall be as prescribed in paragraph 5) applies as if the reference to the notice given under this paragraph 3 was a reference to the notice of the adjourned meeting given under paragraph 5 below.

4. At any meeting one or more Holders present in person or by proxy registered as holding 10 per cent of the Units for the time being in issue shall form a quorum for the transaction of business except for the purpose of passing an Extraordinary Resolution. The quorum for passing an Extraordinary Resolution shall be one or more Holders present in person or by proxy registered as holding not less than 25 per cent of the Units in issue. No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.

5. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of Holders shall be dissolved. In any other case it shall stand adjourned to such day and time not being less than fifteen days thereafter and to such place as may be appointed by the Chairman; and at such adjourned meeting the Holders present in person or by proxy shall be a quorum (irrespective of the number of Holders present or number of Units they hold) for transaction of business including the passing of Extraordinary Resolutions. At least seven days' notice of any adjourned meeting of Holders shall be given in the same manner as for an original meeting and such notice shall state that the Holders present

at the adjourned meeting whatever their number and the number of Units held by them will form a quorum.

6. The person (who need not be a Holder) nominated in writing by the Trustee shall preside at the meeting as Chairman and if no such person is nominated or if at any meeting the person nominated shall not be present within ten minutes after the time appointed for holding the meeting the Holders present shall choose one of their number to be Chairman.

7. The Chairman may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.

8. At any meeting any resolution (including but not limited to an Extraordinary Resolution) or other matter put to the vote of the meeting shall be decided by poll taken in such manner as the Chairman may direct and the result of a poll shall be deemed to be the resolution of the meeting.

9. Every Holder (being an individual) who is present in person or by proxy or (being a corporation) is present by one of its representatives or by proxy shall have one vote for every Unit of which he or it is the Holder and need not cast all the votes to which he or it is entitled in the same way.

10. A Holder may appoint more than one proxy to attend and vote a prescribed number of his or its Units. A proxy entitled to more than one vote need not, if he or it votes, use all his or its votes or cast all the votes he or it uses in the same way.

11. Where a Holder is a securities system or depository recognized by the laws of Hong Kong or its nominee(s), it may authorize such person or persons as it thinks fit to act as its representative(s) or proxy(ies) at any meeting of Holders provided that, if more than one person is so authorized, the authorization or proxy form must be in a form approved by the Trustee and specify the number of Units in respect of which each such person may exercise rights, including the right to vote on a show of hands, on behalf of the recognized clearing house or its nominee(s) as that clearing house or its nominee(s) could exercise as if he was an individual holder of the Unit.

12. In the case of joint Holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint Holders. For this purpose seniority shall be determined by the order in which the names appear on the Register or such other of the joint Holders as may be authorized in writing by the JH Signatory or (if more than one) each JH Signatory.

13. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or if the appointor is a corporation either under the Seal or under the hand of an officer or attorney authorized in writing. A person appointed to act as proxy need not be a Holder.

14. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited at such place as the Trustee or the Manager with the prior approval of the Trustee may in the notice convening the meeting direct or if no such place is appointed then at the registered office

of the Registrar not less than forty-eight hours before the time appointed for taking of the poll at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution.

15. An instrument of proxy may be in the following form or in any other form which the Trustee shall approve:-

"I/We of

being a Holder of Units of and in the Trust known as ABF Pan Asia Bond Index Fund hereby appoint of as my/our proxy to vote for me/us and on my/our behalf Units at the meeting of Holders of Units of and in the said Trust to be held on the day of 20 and at any adjournment thereof.

AS WITNESS my hand this day of 20 ."

16. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the power of attorney or other authority under which the proxy was signed or the transfer of the Units in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received at the place appointed for the deposit of proxies or if no such place is appointed at the registered office of the Registrar before the commencement of the meeting or adjourned meeting at which the proxy is used.

17. Any Holder being a corporation may by resolution of its directors or other governing body authorize any person to act as its representative at any meeting of Holders, and a person so authorized shall at such meeting be entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if it were an individual Holder.

18. Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by or on behalf of the Trustee at the Trust's expense and any such minute as aforesaid if purporting to be signed by the Chairman of the meeting shall be conclusive evidence of the matters therein stated and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly convened and held and all resolutions passed thereat to have been duly passed.

19. A Resolution and an Extraordinary Resolution shall be binding upon all Holders whether present or not present at the meeting and each of the Holders and the Trustee and the Manager shall subject to the provisions relating to indemnity contained in this Deed be bound to give effect thereto accordingly, provided that no alteration shall be made to the Valuation Rules contained in the Second Schedule without the prior written consent of the Trustee and the Manager.

THE SECOND SCHEDULE

VALUATION RULES

1. The Manager shall calculate or procure the calculation of the Value of the Trust as at each Valuation Point by valuing the Fund Assets comprising the Deposited Property and the Income Property in accordance with paragraphs 2 and 3 (below), and deducting the liabilities of the Trust in accordance with paragraph 3 (below), as at such Valuation Point. The Manager may appoint the Trustee or, with the prior approval of the Trustee, the Administrator or any other professional person approved by the Trustee to perform such calculation.

2. The Value of the Deposited Property and, where relevant, the Income Property shall be ascertained on the following basis:

2.1 The Value of Index Securities and Non-Index Securities shall be determined by reference to the bid prices for such Investments furnished by the Index Licensor, a pricing service or by selected brokers approved by the Manager and the Trustee.

2.1.1 The Value of Index Securities may be taken from the Index Licensor (where available). Other acceptable pricing sources for Index Securities (where appropriate Values are not available from the Index Licensor) and Non-Index Securities include, but are not limited to, FT Interactive, Bloomberg, Reuters or Salomon Yield book, or any successors thereto.

2.1.2 Index Securities and Non-Index Securities for which quotations are not readily available are valued at fair value (being the price that the Trust would reasonably expect to receive upon the current sale of such Index Securities and Non-Index Securities) as determined with due care and in good faith by the pricing service or by selected brokers using methods which include consideration of the following: yields or prices of bonds of comparable quality, type of issue, coupon, maturity and rating; indications as to value from dealers; and general market conditions.

2.1.3 The pricing service or brokers may employ electronic data processing techniques and/or a matrix system to determine valuations.

2.2 The Value of any other Investments quoted, listed or normally dealt in on a Recognized Exchange (including, but not limited to, options and futures contracts) shall be determined by reference to prices for such Investments furnished by a pricing service approved by the Manager and the Trustee.

2.2.1 The pricing service shall be required to determine or estimate the price of each such Investment based on the bid price on the most appropriate Recognized Exchange at the Valuation Point.

2.2.2 Investments for which quotations are not readily available are valued at fair value as determined by the pricing service using methods which include consideration of prices of Investments of comparable quality, type, expiration date, strike price, and the like; indications as to value from dealers; and general market conditions.

2.3 Cash, deposits and similar property shall be valued at face value (together with accrued interest) unless, in the opinion of the Manager, any adjustment should be made to reflect the fair value thereof.

2.4 Investments denominated other than in US dollars shall be translated to US dollars at the exchange rates at the relevant time as reasonably determined by the Trustee using rates from WM Reuters (or any successor thereto).

2.5 Notwithstanding any of the foregoing sub-paragraphs, the Manager may with the consent of the Trustee adjust the Value of any Investment or permit some other method of valuation to be used if, having regard to currency, applicable rates of interest, maturity, marketability and such other considerations as the Manager may deem relevant, the Manager considers that such adjustment or other method of valuation is required to reflect more fairly the Value of such Investment or other property.

2.6 Other Investments, and property other than Investments shall be valued in such manner and at such time or times as the Manager and the Trustee shall from time to time agree.

3. In calculating the Value of the Trust at any Valuation Point:

3.1 every Unit agreed to be issued in relation to an application received on or before the Creation Deadline on a Transaction Date shall be deemed to be in issue, (and, in particular but without limitation, every Unit applied for in accordance with Clause 11 and Clause 13 shall be deemed to be in issue on the Dealing Day immediately following the Transaction Date) and the Deposited Property shall be deemed to include the amount of any cash and/or Value of any Deposit Securities to be paid and/or received in respect of each such Unit, on the Dealing Day immediately following the Transaction Date;

3.2 where, a redemption request has been duly given pursuant to Clause 14 on a Transaction Date, the Units which are the subject of the redemption request shall be deemed not to be in issue with effect from the Dealing Day immediately following the Transaction Date and any amount payable in cash and the Value of the Redemption Securities transferable out of the Deposited Property in pursuance of such reduction shall be deducted with effect from the Dealing Day immediately following the Transaction Date;

3.3 where any Investment has been agreed to be purchased or otherwise acquired or sold or otherwise disposed of but such purchase, acquisition, sale or disposal has not been completed, such Investment shall be included or excluded and the gross purchase or acquisition or net sale consideration excluded or included as the case may require as if such purchase, acquisition or sale had been duly completed on the Dealing Day immediately following the date of the agreement to so purchase or acquire or sell or dispose of the Investment;

3.4 there shall be included in the assets an amount equal to all such costs, charges, fees and expenses as the Manager may have determined to amortise pursuant to the provisions of Clauses 22.5 and 22.6 less the amounts thereof which have previously been or are then to be written off;

3.5 income derived from loans and deposits and from Investments (other than Index Securities and Non-Index Securities) bearing fixed interest shall be deemed to accrue from day to day;

3.6 the outstanding liabilities, costs and expenses attributable to the Trust shall be deducted from the Deposited Property or Income Property, as the case may require, which shall include (without limitation):

3.6.1 any amount of Management Fee and Trustee Fee accrued up to and including the relevant Time but remaining unpaid;

3.6.2 the amount of tax (if any) on gains or profits accrued up to the end of the last Accounting Period or part thereof but remaining unpaid;

3.6.3 the aggregate amount for the time being outstanding of any borrowing effected under Clause 16 and the amount of any interest and expenses referred to in Clause 16 but not paid;

3.6.4 an amount equal to the Value of any Investment which is a negative amount;

3.6.5 any other costs or expenses payable but not paid which are expressly authorized by any of the provisions of this Deed to be payable out of the Deposited Property or Income Property;

3.6.6 an appropriate allowance for any contingent liabilities;

3.6.7 there shall be taken into account such sum (if any) as in the estimate of the Manager will fall to be paid or reclaimed in respect of taxation related to income and transactions prior to or on the relevant Dealing Day; and

3.7 liabilities shall (where appropriate) be treated as accruing from day to day.

4. Any change to the valuation rules as provided in this Second Schedule shall require the prior approval of the Trustee and the Manager and the Trustee shall determine if the Holders should be informed of such change.

THE THIRD SCHEDULE

PART I
INITIAL MEMBERS TO SUPERVISORY COMMITTEE

Mr. Guy Debelle, Head of International Department, Reserve Bank of Australia

Mr. Mu Huaipeng, Director-General, Financial Markets Department, People's Bank of China

Mr. Peter Pang, Deputy Chief Executive, Hong Kong Monetary Authority

Mr. Aslim Tadjuddin, Deputy Governor, Bank Indonesia

Mr. Akinari Horii, Assistant Governor, Bank of Japan

Mr. Rhee Yeung Kyun, Assistant Governor, Bank of Korea

Dato' Ooi Sang Kuang, Deputy Governor, Bank Negara Malaysia

Mr. Adrian Orr, Deputy Governor, Reserve Bank of New Zealand

Mrs. Ma. Ramona G. D. T. Santiago, Managing Director, Treasury Department, Bangko Sentral ng Pilipinas

Ms. Jacqueline Loh, Executive Director, Reserve and Monetary Management Department, Monetary Authority of Singapore

Mr. Bandid Nijathaworn, Deputy Governor, Bank of Thailand

PART II
ELIGIBILITY CRITERIA FOR SUPERVISORY COMMITTEE

1. *Educational Qualifications* - An appropriate qualification for example in Business, Accounting, Law or Economics or a related discipline and/or previous experience of similar responsibilities or demonstrable knowledge of financial affairs.

2. *Reputation/Character* - Not having been:

   (i) found by a court or other competent authority to have acted fraudulently or dishonestly; or

   (ii) convicted of a criminal offence (or being the subject of unresolved criminal charges) which are of direct relevance to fitness and properness for the role to be undertaken; or

   (iii) disqualified from serving as a director; or

   (iv) found culpable of (a) insider trading or any market misconduct under the Securities and Futures Act, or of failure to abide by the Singapore Code on Take-overs and Mergers, the Code and any other codes of conduct and guidelines issued by the Monetary Authority of Singapore or other regulator in Singapore, or (b) insider dealing or market misconduct by the Market Misconduct Tribunal, or of failure to abide by the Hong Kong Code on Takeovers and Mergers, the Hong Kong Code on Unit Trusts and Mutual Funds, and any other Codes of Conduct and guidelines promulgated by the Securities and Futures Commission or other regulator in Hong Kong, or (c) any offence, breach or failure to abide by an equivalent law, regulation, code of conduct or guideline promulgated in any foreign jurisdiction or (d) failure to abide by any codes of conduct and guidelines promulgated by any relevant overseas exchange relating to behaviour that is unacceptable by international standards.

3. *Age* - Over 30 years of age.

4. *Financial Status* - Not being an undischarged bankrupt or currently subject to bankruptcy proceedings or being a bankrupt recently discharged (i.e., within the last 3 years).

5. *Directorships* - Not having been a director of a company which has been wound up by the court on the application of creditors.

6. *Business Record and Business Interests* - Not having business interests which compete directly with those of the Trust or which are liable to place the member in a conflict of interest situation in carrying out his duties as a member.

7. *Relationship to Trustee/Manager* - Not being a director, officer or employee of the Trustee or the Manager of the Trust or any Connected Person of either the Trustee or the Manager.

EXECUTION PAGE

In witness whereof this Seventh Amending and Restating Deed has been entered into as of the date stated at the beginning.

The Manager

On behalf of the Manager in accordance with section 41B(1)(b) of the Companies Act 1967
Executed and delivered as a deed by Louis Anthony Boscia and Kheng Siang Ng
on behalf of **State Street Global Advisors Singapore Limited**:

Director

Director

The Trustee

On behalf of the Trustee in accordance with Section 41B(1)(c) of the Companies Act 1967
Executed and delivered as a deed by
on behalf of **HSBC Institutional Trust Services (Singapore) Limited**

Director

Name: Gayathri Chandramouli

Authorised Signatory

Name: May Ling Jacqueline Liau

in the presence of:

Witness

Name: Richard Edmund Alexander Webster
Authorised Signatory

Title:

Address: 10 Marina Boulevard, Marina Bay Financial Centre Tower 2, #48-01, Singapore 018983