

# Replacement Information Memorandum

reca Focus Leverage Fund 2

Management Company



Company Registration No. [200601021087 (740840-D)]

Trustee

RHB Trustees Berhad

Company Registration No. [200201005356 (573019-U)]

This Information Memorandum is dated 1 July 2024.

The Fund is constituted on 1 December 2022.

This is a replacement information memorandum that supersedes and replaces the information memorandum dated 30 December 2022 and the first supplemental information memorandum dated 28 February 2024. Investors are advised to read and the information memorandum and obtain professional advice before subscribing to the Areca Focus Leverage Fund 2. For information concerning certain Risk Factors which should be considered by prospective investors, see "Risk Factors" commencing on page 15.

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## **RESPONSIBILITY STATEMENTS & STATEMENTS OF DISCLAIMER**

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

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

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

**The Securities Commission Malaysia is not liable for any non-disclosure on the part of Areca Capital Sdn Bhd responsible for the said Fund and takes no responsibility for the contents in this Information Memorandum. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this Information Memorandum, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.**

## **ADDITIONAL STATEMENT**

Areca Focus Leverage Fund 2 may only be offered for sale to the Sophisticated Investors and the investors must ensure that they are eligible as Sophisticated Investors before making an investment in the Fund. In the event that the Manager becomes aware that a person is not eligible to apply for Units in fact holding Units, the Manager, subject to the available Liquid Assets in the Fund, shall be deemed to have received a Redemption request in respect of such Units on the Business Day following the day the Manager first became aware of the Unit Holder's ineligibility.

The Manager may reject any application of Units at its sole discretion without assigning any reasons.

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

## **SPECIFIC RISK DISCLOSURE STATEMENT**

The Fund is suitable only for Sophisticated Investors who understand the degree of risks involved and believe that the investment is suitable to them based upon their investment objectives and financial needs; accept the investment strategy of the Company according to their risk appetite; have no need for liquidity of the investment monies; and who are able to bear the loss of a substantial portion or even all of the money they invest in.

The Fund presents a different risk than other types of funds. The Fund uses Leverage and is riskier than similarly benchmarked funds that do not use Leverage. The Fund may leverage up to 85% Loan to Value and concentrate in a single investment.

Potential Sophisticated Investors are warned that they may not be able to redeem any Units within the first twelve (12) months from the date of investment. Investors may face difficulties in redeeming their investments as the Manager may not be able to dispose of the investments.

The Fund is suitable only for Sophisticated Investors who understand the consequences of seeking potential capital growth through Leverage. You are advised not to invest in this Fund if you are not able to accept the risks.

## **NO CASH / THIRD-PARTY PAYMENT POLICY**

Areca Capital Sdn Bhd is committed towards safeguarding the interests of our investors; prevention of any incidence of cash mishandling or mismanagement while heeding Bank Negara Malaysia's desire for electronic payment methods for greater efficiency, transparency and accountability.

In view of this, we have embarked on a no-cash / third-party payment policy; where **ANY FORM OF CASH PAYMENT, CASH DEPOSITS AND 3RD PARTY PAYMENT ARE STRICTLY NOT ALLOWED.**

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

## GLOSSARY

<b>Business Day</b>	A day on which Bursa Malaysia Securities Berhad, the stock exchange managed or operated by Bursa Malaysia Securities Berhad, is open for trading;
<b>CIS</b>	Collective investment schemes;
<b>CMSA</b>	The Capital Markets and Services Act, 2007 including all amendments thereto;
<b>Class of Units</b>	Means any class of Units representing similar interests in the assets of the Fund although a class of Units may have different features from another class of Units;
<b>Deed(s)</b>	The deed in relation to the Fund and any other supplemental deeds that may be entered into between the Manager and the Trustee;
<b>Financial Institution</b>	<p>If the institution is in Malaysia –</p> <ul style="list-style-type: none"> <li>i. licensed bank;</li> <li>ii. licensed investment bank; and</li> <li>iii. licensed Islamic bank.</li> </ul> <p>If the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised to provide financial services by the relevant banking regulator;</p> <p>“licensed bank” has the same meaning as given under the Financial Services Act 2013;</p> <p>“licensed investment bank” has the same meaning as given under the Financial Services Act 2013;</p> <p>“licensed Islamic bank” means a bank licensed under the Islamic Financial Services Act 2013;</p>
<b>Fund</b>	Areca Focus Leverage Fund 2;
<b>Government Securities</b>	means debt instruments of a sovereign government which promise full repayment of principal upon maturity which includes but not limited to Malaysian Government Securities (MGS), Malaysian Government Investment Issues (MGII) and treasury bills issued by government of Malaysia;

<b>Guidelines</b>	Guidelines on Unlisted Capital Market Products Under the Lodge and Launch Framework as may be amended from time to time;
<b>HKD</b>	Means Hong Kong Dollar;
<b>HKD Class</b>	Means the Class of Units denominated in HKD
<b>Information Memorandum</b>	Information Memorandum in relation to the Fund and includes any supplemental or replacement Information Memorandum;
<b>Jointholder</b>	A Sophisticated Investor who holds Units together with another Sophisticated Investor;
<b>Leverage</b>	Means using borrowed money, specifically, the use of various financial instruments or borrowed capital to increase the potential return of an investment;
<b>Liquid Assets</b>	Means cash or any permitted investment capable of being converted into cash within seven (7) days;
<b>Loan to Value or LTV</b>	means the financial ratio or limit as the Leverage facility provider may prescribe in writing from time to time to be maintained by the Borrower.  For measurement of LTV, the relevant security value will be tracked based on the price as agreed with the Leverage facility provider;
<b>Manager/We/Us</b>	Areca Capital Sdn Bhd;
<b>Medium to Long Term</b>	A period of two (2) to above five (5) years;
<b>MYR/RM</b>	Means Ringgit Malaysia;
<b>MYR Class</b>	Means the Class of Units denominated in MYR;
<b>NAV</b>	The net asset value of the Fund, which is the value of all the assets of the Fund less the value of all liabilities of the Fund at the valuation point. Where the Fund has more than one (1) Class of Units, there shall be a NAV attributable to each Class of Units;

<b>NAV per Unit</b>	The NAV of the Fund divided by the total number of Units in circulation of the Fund at the valuation point. Where the Fund has more than one (1) Class of Units, there shall be a NAV per Unit for each Class of Units; the NAV per Unit of a Class of Units at a particular valuation point shall be the NAV of the Fund attributable to that Class of Units divided by the number of Units in circulation of that Class of Units at the same valuation point;
<b>Redemption</b>	The repurchase by the Manager of the Units owned by the Unit Holders upon a proper redemption request;
<b>SC</b>	The Securities Commission Malaysia which was established under the Securities Commission Malaysia Act 1993;
<b>Sophisticated Investor</b>	<p>Refers to:</p> <p>(a) any person who is determined to be a sophisticated investor under:</p> <p>(i) the Guidelines on Categories of Sophisticated Investors;</p> <p>(ii) any relevant laws/guidelines for wholesale funds; or</p> <p>(b) any person who acquires any capital market product specified under the Guidelines where the consideration is not less than RM250,000 or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise;</p>
<b>Trustee</b>	RHB Trustees Berhad and includes its permitted assigns and successors in title;
<b>Units</b>	Units of the Fund and includes a fraction of a unit of the Fund;
<b>Unit Holder/You</b>	A Sophisticated Investor for the time being who is registered pursuant to the Deed as a holder of Units of a Class of Units, including a Jointholder;
<b>USD</b>	Means United State Dollar; and
<b>USD Class</b>	Means the Class of Units denominated in USD.

## **CORPORATE DIRECTORY**

### **MANAGER**

**ARECA CAPITAL SDN BHD**

**Registration No. 200601021087 (740840-D)**

#### **Registered Address:**

Suite 30C, 3<sup>rd</sup> Floor, Wisma TCL,

470 Jalan Ipoh, 3<sup>rd</sup> Mile,

51200 Kuala Lumpur

Tel: 603-4044 9811

#### **Business Address:**

107, Blok B, Pusat Dagangan Phileo Damansara 1,

No.9, Jalan 16/11, Off Jalan Damansara,

46350 Petaling Jaya,

Selangor.

Tel: 603-7956 3111

Fax: 603-7955 4111

Website: [www.arecacapital.com](http://www.arecacapital.com)

E-mail: [invest@arecacapital.com](mailto:invest@arecacapital.com)

### **TRUSTEE**

**RHB TRUSTEES BERHAD**

**Registration No: 200201005356 (573019-U)**

#### **Registered Address:**

Level 10, Tower One,

RHB Centre, Jalan Tun Razak,

50400 Kuala Lumpur.

#### **Business Address**

Level 11, Tower Three,

RHB Centre, Jalan Tun Razak,

50400 Kuala Lumpur.

Tel: 03-9280 5933

Fax: 03-9280 5204

## INFORMATION OF THE FUND

ARECA FOCUS LEVERAGE FUND 2					
<b>CATEGORY OF THE FUND</b>	Wholesale fund with flexible asset allocation				
<b>TYPE OF FUND</b>	Growth				
<b>TRUSTEE</b>	RHB Trustees Berhad				
<b>INVESTMENT OBJECTIVE</b>	<p>The Fund aims to provide Medium to Long Term capital growth.</p> <p>Any material changes to the Fund's objective would require Unit Holder's approval.</p>				
<b>ASSET ALLOCATION</b>	Flexible allocation between equity and fixed income depending on prevailing economic conditions and market outlook.				
<b>BASE CURRENCY</b>	RM				
<b>CLASS OF UNITS</b>	<table border="1"> <tr> <td>MYR</td> <td>USD</td> <td>HKD</td> </tr> </table> <p>This Fund was established as a multi-class fund that has more than one (1) Class. Investors should note that the Fund is allowed to establish new Class(es) of Units from time to time without prior consent from the Unit holders.</p> <p>For more information on launching of the new Class(es) of Units, please refer to our company's website, <a href="http://www.arecacapital.com">www.arecacapital.com</a>.</p>		MYR	USD	HKD
MYR	USD	HKD			
<b>FINANCIAL YEAR END</b>	30 November				

<b>ARECA FOCUS LEVERAGE FUND 2</b>	
<b>INVESTORS' PROFILE</b>	<p>The Fund is suitable for Sophisticated Investor who:</p> <ul style="list-style-type: none"> <li>• have Medium to Long Term investment horizon;</li> <li>• seek exposure in local and overseas fixed income securities and equities with leverage features; and</li> <li>• seek capital growth.</li> </ul> <p>The Units are only offered to Sophisticated Investors (applicable for principal Unit Holder and Joitholder).</p>
<b>INVESTMENT STRATEGY</b>	<p>The Fund may invest up to 100% of its NAV in permitted investments with flexible allocation in its assets to achieve a potential higher return by freely changing risk degree according to current market conditions. Depending on the market conditions, the Fund may concentrate its investments on a few selected asset classes or a single investment that has potential capital growth or that will minimize the Fund exposure to market risks.</p> <p>The Fund may deploy a short to mid Term (below 5 years) Leverage strategy to increase potential returns of the Fund.</p> <p>To mitigate Leverage risk, the Fund shall not leverage more than 80% LTV with additional 5% allowance in the event of depreciation or appreciation of the Fund's NAV. For instance, the Fund may leverage up to 2 times of its NAV in permitted investments or up to 3 times the NAV in Government Securities. The Fund may pledge its assets as collateral to reduce LTV or mitigate call risk.</p>

<b>ARECA FOCUS LEVERAGE FUND 2</b>	
<b>PERMITTED INVESTMENTS</b>	<p>The Fund may invest in the followings:</p> <ul style="list-style-type: none"> <li>• Securities listed on Bursa Malaysia Securities Berhad or any other permitted foreign stock exchanges;</li> <li>• Unlisted securities;</li> <li>• CIS;</li> <li>• Preference shares;</li> <li>• Local or foreign fixed income securities;</li> <li>• Derivatives such as futures contracts for hedging purposes only;</li> <li>• Local or foreign money market instruments;</li> <li>• Deposits with Financial Institutions;</li> <li>• Any other form of investment as may be agreed upon by the Manager and the Trustee from time to time.</li> </ul>
<b>PERFORMANCE BENCHMARK</b>	Absolute Return of 5% per annum.
<b>CHARGES</b> - This table describes the charges that you may directly incur when you buy or redeem Units in the Fund.	
<b>ENTRY FEE (SALES CHARGE)</b>	Up to 3% of the net investment amount of the Fund.
<b>EXIT FEE</b>	<p>You may not be able to redeem any Units within 12 months from the date of investment.</p> <p>Unit Holder will be subjected to an exit fee of up to 5% on the Redemption proceeds if the Redemption is made within 3 years from the date of investment. The exit fee will be credited to the Fund.</p>

## ARECA FOCUS LEVERAGE FUND 2

<b>PERFORMANCE FEE</b>	<p>The Manager is entitled to a Performance Fee of up to 10% on the net total returns upon redemption or Capital Distribution, computed on each Unit Holder's account individually.</p> <p>For avoidance of doubt, the net total returns for each Unit Holder's account will be calculated by comparing the investment amount (including entry fee) to redemption or capital distribution with adjustment of any income distribution during the investment period.</p>
<b>FEES AND EXPENSES</b> - This table describes the fees that you may indirectly incur when you invest in the Fund.	
<b>MANAGEMENT FEE</b>	Up to 2.00% per annum of the NAV of the Class of Units.
<b>TRUSTEE FEE</b>	Up to 0.07% per annum of the NAV of the Fund (excluding foreign custodian fee, if any).

## ARECA FOCUS LEVERAGE FUND 2

<b>FUND EXPENSES</b>	<p>These include but are not limited to:</p> <ul style="list-style-type: none"> <li>▪ Commissions or fees paid to brokers or dealers;</li> <li>▪ Auditor's fee;</li> <li>▪ Tax adviser's fee;</li> <li>▪ Valuation fee;</li> <li>▪ Fund accounting fee;</li> <li>▪ Remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund;</li> <li>▪ Taxes and other duties charged on the Fund by the government and/or other authorities;</li> <li>▪ Costs, fees and expenses incurred in connection with the printing and postage for tax vouchers, annual and quarterly reports/statements;</li> <li>▪ Cost, fees and expenses incurred in relation to the Leverage facilities;</li> <li>▪ Cost incurred for the modification of the Deed other than those for the benefit of the Manager and/or Trustee; and</li> <li>▪ Cost, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee.</li> </ul>
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### TRANSACTIONS

<b>MINIMUM INITIAL INVESTMENT</b>	RM50,000 or equivalent to USD10,000 for USD Class or such other amount at the Manager's discretion.
<b>MINIMUM ADDITIONAL INVESTMENT</b>	RM10,000 or equivalent to the respective class currency for the Class of Units or such other amount at the Manager's discretion.
<b>MINIMUM REDEMPTION</b>	RM50,000 or equivalent to USD10,000 for USD Class or such other amount at the Manager's discretion.

<b>ARECA FOCUS LEVERAGE FUND 2</b>	
<b>MINIMUM BALANCE</b>	50,000 Units or such other number of Units at the Manager's discretion. We will, at our sole discretion, require you to redeem all the Units should the remaining balance Units in your account is less than the
<b>REDEMPTION RESTRICTION</b>	<p>You may not be able to redeem your Units within the first 12 months from the investment date or longer from the investment date; subject to the requirement of the underlying investment.</p> <p>Investors may face difficulties in redeeming their investments as the Manager may not be able to dispose of the investments and has insufficient cash.</p>
<b>REDEMPTION PAYMENT</b>	<p>We will pay you within seven (7) Business Days upon receipt of the duly completed original Redemption form. However, for this Fund, it is our general Redemption policy to make payment within three (3) Business Days (T+3 days).</p> <p>Please note that for third party distributors such as IUTA, the Redemption payment could be longer, however it will still be within seven (7) Business Day as aforementioned.</p> <p>Redemption proceeds will be only paid to the principal Unit Holder, unless requested by the principal Unit Holder to pay to the Jointholder. We do not pay the Redemption proceeds to any third-party.</p>
<b>SWITCHING FACILITY</b>	Not available.
<b>TRANSFER OF UNITS</b>	Not available, unless by operations of law or under the provision of the Deed.
<b>COOLING-OFF RIGHTS</b>	Not available.

<b>ARECA FOCUS LEVERAGE FUND 2</b>	
<b>CUT-OFF TIME</b>	All completed transaction forms and investment notice must be submitted to the Manager before the cut-off time, on any Business Day. We will process your transaction on the next Business Day if we receive your application after the cut-off time. Distributors may impose an earlier cut-off time if you purchase the Units through our distributors. Redemption proceeds will only be credited into your account after we receive your original Redemption form. Please refer to our company website, <a href="http://www.arecacapital.com">www.arecacapital.com</a> for the cut-off time.
<b>DISTRIBUTION POLICY</b>	Incidental, subject to the availability of distributable income.
<b>CAPITAL DISTRIBUTION</b>	<p><u>Capital distribution without cancellation / Redemption of Units ("Cash Capital Distribution")</u></p> <p>The Manager may declare Cash Capital Distribution by way of cash to Unit Holders at its discretion; Cash Capital Distribution will reduce the NAV of the Fund without reducing the total Units in circulation of the Fund.</p> <p><u>Capital distribution by way of mandatory cancellation / Redemption of Units ("Capital Redemption")</u></p> <p>The Manager may make Capital Redemption through the compulsory Redemption of the Units held by the Unit Holders at its discretion.</p> <p>Capital distribution of the Fund (with or without cancellation of Units) is pursuant to the maturity of the investment, disposal of the investment by Manager or early redemption of the investment by issuer (if any) and the Manager does not intend to reinvest the investment proceeds.</p>

## ARECA FOCUS LEVERAGE FUND 2

<b>INCOME DISTRIBUTION RE- INVESTMENT POLICY</b>	In the absence of any instructions, we will, at our discretion, reinvest the income distribution or capital distribution of the Fund into another unit trust fund as determined by the Manager at the net asset value per unit of that unit trust fund on the distribution day of the Fund without any entry fee.
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**There are fees and charges involved and you are advised to consider the fees and charges before investing in the Fund. All fees and charges are subject to any other taxes which the government may impose from time to time.**

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

**You should read and understand the contents of this Information Memorandum and, if necessary, consult your adviser. For information concerning certain risk factors which should be considered by you, see "Risk Factors" commencing on page 15.**

## **RISKS FACTORS**

All types of investments carry some degree of risks which may have an adverse effect on the price of the investments. Therefore, before making an investment decision, investors are advised to consider the different types of risks that may affect the unit trust fund. Below are some of the general risks of investing in the unit trust fund and specific risks associated with the investment portfolio of the Fund.

### **GENERAL RISKS OF INVESTING IN A UNIT TRUST FUND**

- **Market Risk**

Market risk refers to the possibility that an investment will lose value because of a general decline in financial markets, due to economic, political, social and/or other factors, which will result in a decline in the fund's net asset value. Market risk stems from the fact that there are economy-wide perils which impact all businesses. Investors will be exposed to market uncertainties no matter how a fund's investments are diversified. The fluctuations in the economy, political and social environment will affect the market price of the fund's investments either in a positive or negative way.

- **Manager's Risk**

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

- **Liquidity Risk**

Liquidity risks refer to the ease of liquidating an asset at or near its fair value depending on the asset's volume traded in the market. If the fund holds assets that are illiquid, or are difficult to dispose of, the value of the fund will be negatively affected when it has to sell such assets at unfavourable prices. In situation where the fund has insufficient cash and is unable to liquidate its assets due to market condition as aforesaid, redemption requests made by the unit holders are likely to be affected as the manager may not be able to fulfil its payment obligation on time.

- **Financing Risk**

The risk occurs when investors take a financing to finance their investment and thereafter unable to service the financing payments. If units are used as collateral, an investor may be required to top-up the investor's existing instalment if the prices of units fall below a certain level due to market conditions. Failing which, the units may be sold at a lower net asset value per unit as compared to the net asset value per unit at the point of purchase towards settling the financing.

- **Performance Risk**

As a result of the risk elements, the returns from a fund are not guaranteed. The value of the fund's investment will vary when disposed and an investment may be worth more or less than when purchased.

- **Inflation Risk**

This is the risk that investors' investment in the unit trust fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce investors' purchasing power even though the value of the investment in monetary terms has increased.

- **Non-Compliance Risk**

This risk refers to the possibility that the manager may not follow the provisions set out in the information memorandum or the deed, the relevant laws, rules, guidelines or internal operating policies which governs the fund. Non-compliance may occur directly due to factors such as human error or system failure and can also occur indirectly due to amendment on the relevant regulatory frameworks, relevant laws, rules, and other legal practices affecting the fund. This risk may result in operational disruptions and potential losses to the fund.

- **Suspension of Redemption Request Risk**

Having considered the best interests of unit holders, the redemption requests by the unit holders may be subject to suspension due to exceptional circumstances, where the market value or fair value of a material portion of the fund's assets cannot be determined. In such case, unit holders will not be able to redeem their units and will be compelled to remain invested in the fund for a longer period of time than original timeline. Hence, their investments will continue to be subject to the risks inherent to the fund.

## **SPECIFIC RISKS ASSOCIATED TO THE FUND**

- **Stock Specific Risk**

Prices of a particular stock may fluctuate in response to the circumstances affecting individual companies such as adverse financial performance, news of a possible merger or loss of key personnel of a company. Any adverse price movements of such stocks will adversely affect the Fund's NAV.

- **Equity-related Securities Risk**

The risk of the Fund's investment in equity-related securities such as rights and warrants, where price movement is dependent on the price movement of the underlying equities is generally higher than the underlying equities as these equity-related securities are leveraged form of investment. The price of equity-related securities generally fluctuates more than the underlying equities and consequently may affect the volatility of the Fund's NAV. For example, warrants have a limited life and will depreciate in value as they approach their maturity date. If a warrant's exercise price is above the share price at any time during its remaining subscription period, the warrant will theoretically carry little value and warrants that are not exercised at the maturity date become worthless.

- **Concentration Risk**

Concentration risk is the probability of loss arising from lack of diversification, investing with a single issuer. The strength of the issuer may be affected due to changes of financial performance, news of a possible merger or loss of key personnel of the issuer.

- **Country Risk**

Investments of the Fund in any foreign countries may be affected by changes in the economic and political climate, restriction on currency repatriation or other developments in the laws or regulations of the countries in which the Fund invests in. For example, the deteriorating economic condition of the countries may adversely affect the value of the investments undertaken by the Fund in those affected countries. This in turn may cause the NAV or prices of Units to fall.

- **Business Risk Of Emerging Companies**

This risk is associated with investments in small cap companies. Emerging companies may be more volatile and risky compared with mature and well-established companies. Any irregular fluctuation of the stocks of these companies may affect the Unit price as the price of Units may also fluctuate.

- **Currency Risk**

As the investments of the Fund may be denominated in currencies other than the base currency of the Fund, any fluctuation in the exchange rate between the base currency of the Fund and the currencies in which the investments of the Fund are denominated may have an impact on the value of these investments. You should be aware that if the currencies in which the investments of the Fund are denominated depreciate against the base currency of the Fund, this will have an adverse effect on the NAV of the Fund in the base currency of the Fund and vice versa. You should note that any gains or losses arising from the fluctuation in the exchange rate may further increase or decrease the returns of the investments of the Fund.

- a) Currency risk at the Fund's portfolio level.

The impact of the exchange rate movement between the base currency of the Fund and the currency of the underlying investments may result in a depreciation of the value of the investments of the Fund as expressed in the base currency of the Fund; and

- b) Currency risk at the class level.

The impact of the exchange rate movement between the base currency of the Fund and the currency of the respective Classes of Units may result in a depreciation of the investor's holdings as expressed in the base currency of the Fund,

In order to manage currency risk, we may employ currency hedging strategies to fully or partially hedge the foreign currency exposure of the Class of Units. However, every hedge comes with a cost and will be borne by the respective Class of Units.

Currency hedging may reduce the effect of the exchange rate movement for the Class of Units being hedged but it does not entirely eliminate currency risk between the Class of Units and the base currency of the Fund. The unhedged portion of the Class of Units will still be affected by the exchange rate movements and it may cause fluctuation of NAV of the Class of Units. You should note that if the exchange rate moves favourably, the Class of Units will not benefit from any upside in currency movement due to the hedging strategy. In addition, hedging is subject to a minimum size of entering into a hedging contract and the cost of hedging may affect returns of the hedged class.

- **Credit and Default Risk**

Credit risk relates to the creditworthiness of the issuer of the debt instruments and its expected ability to make timely payment of interest and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of the debt instrument. Default risk relates to the risk that an issuer of a debt instrument either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the debt instruments. This could adversely affect the value of the Fund.

- **Interest Rate Risk**

Interest rate risk refers to the impact of interest rate changes on the valuation of debt instruments whenever is applicable. When interest rates rise, debt instruments prices generally decline and this may lower the market value of the Fund's investment in debt instruments. The reverse may apply when interest rates fall.

- **Counterparty Risk**

The Fund's placements of deposits and/or investments in money market instruments with Financial Institutions are subject to the risk of the counterparty. Counterparty risk also refers to the possibility that the counterparty being unable to make timely payments of interest and/or principal payment on the maturity date. This may then lead to a default in the payment and/or interest and ultimately, affect the NAV per Unit of the Fund.

- **Leverage Risk**

The Fund obtains investment exposure in excess of its assets, a form of leverage to achieve its investment objective. The Fund may lose more money in market environments adverse to its daily objective than a similar fund that does not employ Leverage. The use of Leverage increases the risk of a total loss of an investor's investment. In addition, the use of Leverage may increase the volatility of the Fund and magnify any differences between the performance of the Fund and its underlying benchmark.

- **Capital Erosion Risk**

The Fund's investment in Leverage facilities may incur additional financing cost to the Fund. The Fund's investment may not be able to grow or generate sufficient income to repay the financing facilities. This may then lead to a default and subsequently a potential termination of the financing facilities. The Fund may have to use the Fund's assets to repay the financing cost.

- **Call Risk**

The Fund's Leverage and financing facilities may subject to call risk. Call risk refers to the possibilities that the financier may exercise its rights to terminate the financing facilities earlier than expected. The financier may terminate the financing facilities for a number of reasons (e.g. changes in interest rate, the Fund's abilities to repay the instalment, deterioration of the Fund's credit rating and etc.). If the financier terminates the financing facilities, the Fund may have to terminate the Leverage to repay the financing facilities. The Fund may not be able to recoup the full amount of its initial Leverage amount and may be forced to use the capital for settlement of the financing facilities.

**The abovementioned risks which you should consider before investing into a unit trust fund should not be considered to be an exhaustive list. You should be aware that investments in the Fund may be exposed to other risks of an exceptional nature from time to time.**

## **BASES OF VALUATION OF THE ASSETS OF THE FUND**

<b>Investment Instruments</b>	<b>Valuation Basis</b>
Investment instruments that are listed and quoted on an exchange	<p>The official closing price or last known transacted price on the eligible market on which the investment is quoted.</p> <p>However, if the price is not representative for example during abnormal market conditions or not available to the market including in the event of a suspension in the quotation of the investment instrument for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, the investment will be valued at fair value.</p>
Investment instruments not listed or quoted on an exchange	At fair value as determined in good faith by the Manager.

## **TRANSACTION INFORMATION**

### **CALCULATION OF UNIT PRICES**

#### **Valuation Point**

Every Business Day is a dealing day of the Fund where the Fund is open for sale and repurchase of Units by the Manager. The Fund will be valued at least once every Business Day. The Fund will be valued at the end of every Business Day and the Manager will publish the NAV per Unit on the Manager's website at [www.arecacapital.com](http://www.arecacapital.com) following the valuation of the Fund.

#### **Single Pricing Policy**

We adopt the single pricing policy to price the Units in relation to investment and Redemption of Units. This means that the selling of Units by the Manager (i.e. when you purchase Units and invest in the Fund) and repurchase of Units by the Manager (i.e. when you redeem your Units and liquidate your investments) will be carried out at NAV per Unit (the actual value of the Unit). The entry fee/exit fee (if any) would be computed separately based on your net investment/Redemption amount. The single price for investment and Redemption of Units shall be the daily NAV per Unit as at the next valuation point after the Manager receives the investment or Redemption application (i.e. forward pricing).

## How Is The NAV (actual value) Per Unit Calculated?

The Manager will calculate the NAV of the Fund at the end of the valuation point. The NAV is defined as the total value of the Fund's investment, assets and properties less any liabilities or provisions of the Fund. Where applicable, investment income, fees and other liabilities will be accrued daily in arriving at the NAV of the Fund. The NAV per Unit is then determined by dividing the NAV of the Fund by the number of Units in circulation of the Fund at the valuation point rounded nearest to four (4) decimal places or as agreed between Manager and Trustee.

<b>Illustration 1: Computation of NAV</b>			
	<b>Fund (MYR)</b>	<b>MYR Class (MYR)</b>	<b>SGD Class (MYR)</b>
Investment	224,607,604.73	67,382,281.42	157,225,323.31
Multi-class ratio^	100%	30%	70%
Add: Assets	2,320,028.32	696,008.50	1,624,019.82
	226,927,633.05	68,078,289.92	158,849,343.13
Less: Liabilities	210,751.05	63,225.32	147,525.73
NAV before deducting annual management fee and annual trustee fee for the day	226,716,882.00	68,015,064.60	158,701,817.40
Less: Annual management fee for the day (2.00% per annum)	12,422.84	3,726.86	8,695.98
Less: Annual trustee fee for the day (0.07% per annum)	434.78	130.43	304.35
<b>NAV</b>	<b>226,704,024.38</b>	<b>68,011,207.31</b>	<b>158,692,817.07</b>

^Multi-class ratio is apportioned based on the size of the Classes of Units relative to the whole Fund. This means the multi-class ratio is calculated by taking the value of a Class of Units for a particular day and dividing it with the value of the Fund for that same day. This apportionment is expressed as a ratio and calculated as a percentage.

### NAV per Unit

The NAV per Unit is then determined by dividing the NAV of the Class of Units by the number of Units in circulation of the Class of Units at the valuation point. If the Units in circulation of the Class of Units are 95,403,188 Units at the point of valuation, therefore:

<b>Illustration 2: Computation of NAV per Unit</b>			
	<b>Fund (MYR)</b>	<b>MYR Class (MYR)</b>	<b>SGD Class (MYR)</b>
NAV	226,704,024.38	68,011,207.31	158,692,817.07
Divide: Units in circulation	95,403,188	60,420,956	34,982,232
<b>NAV per Unit of the Class of Units (MYR)</b>		RM1.1256	RM4.5364
<b>Conversion to SGD (at SGD1:MYR3.00 exchange rate)</b>			SGD1.5121

### Computation of Net Investment Amount and Units Entitlement

- For investors who make a lump sum payment inclusive of fees and any relevant taxes which may be imposed by the government from time to time.

The net investment amount (excluding fees and taxes) is determined by dividing the lump sum payment (excluding bank charges) with a charge factor.

#### **Charge Factor = 100.00% + Entry Fee in %**

The number of Units invested is determined by dividing the net investment amount (excluding fee and taxes), with the NAV per Unit at the next valuation point after the Manager receives the investment application and rounded up to two (2) decimal places.

### Illustration 3A: Allocation of Units to Investor

Assuming you invest a lump sum of RM100,000.00 of gross investment amount with an entry fee of 2.00% and the NAV per Unit of the Fund is RM0.5193, therefore:

	RM
Gross investment amount	100,000.00
Divided by charge factor: 100.00% + (2.00%)	1.0200
Net investment amount	98,039.22
Divided by NAV per Unit	0.5193
Units credited to investor's account	188,791.10
Net investment amount	98,039.22
Add: Entry fee of 2.00% (RM98,039.22 x 2.00%)	1,960.78
Gross investment amount	100,000.00

- For investors who prefer an even (rounded) net investment amount

The number of Units invested is determined by dividing the net investment amount (excluding fee and taxes), with the NAV per Unit at the next valuation point after the Manager receives the investment application and rounded up to two (2) decimal places.

### Illustration 3B: Allocation of Units to Investor

Assuming you invest RM100,000.00 into the Fund, and the NAV per Unit of the Fund is RM0.5193, therefore:

	RM
Net investment amount	100,000.00
Add: Entry fee of 2.00% (RM100,000.00 x 2.00%)	2,000.00
Total amount payable by investor	102,000.00
Net investment amount	100,000.00
Divided by NAV per Unit	0.5193
Units credited to investor's account	192,566.92

## Calculation of Redemption Value

The Redemption value is the number of Units to be liquidated multiplied by the NAV per Unit as at the next valuation point, after the Manager receives the Redemption request.

### Illustration 4: Calculation of Redemption proceeds paid to investor

Assuming you request to redeem 20,000.00 Units of the Fund and the NAV per Unit for the Business Day is RM0.5193, therefore;

Number of Units redeemed	20,000.00
Multiply by NAV per Unit	0.5193
<b>Net amount payable to investor</b>	<b>RM 10,386.00</b>

## Performance Fee

The Manager is entitled to a Performance Fee of up to 10% on the net total returns upon redemption or capital distribution, computed on each investor's account individually. For avoidance of doubt, the net total returns for each Unit Holder's account will be calculated by comparing the net investment amount (including entry fee) to redemption or capital distribution value.

Assuming current NAV per Unit is RM1.0000 and the Unit Holders redeem Units after 1 year from the date of their investments

	NAV per Unit	Units	Value	In %
Gross investment amount (a)			RM100,000.00	
Entry fee (2.00%) (b)			RM1,960.78	
Net investment amount (c)	RM1.0000	98,039.22	RM98,039.22	
Assuming NAV per Unit at 12th month upon Redemption	RM1.1500			
Investor's investment value upon Redemption (d)	RM1.1500	98,039.22	RM112,745.10	
Net total returns (including entry fee) (e) = (d) - (a)			RM12,745.10	12.75%

Performance fee (10% performance fee of the net total returns) (f) = (e) x 10%			RM1,274.51	
Redemption value after performance fee (g) = (d) - (f)			RM111,470.59	
Investor's total return after performance fee (h) = (g) - (a)			RM11,470.59	11.47%

### **INCORRECT VALUATION AND PRICING**

The Manager will take immediate remedial action to rectify any incorrect valuation or pricing. Where the incorrect valuation or pricing is at or above the threshold of 0.50% of the NAV per Unit, rectification will be extended to the reimbursement of money-

- a. by the Manager to the Fund;
- b. from the Fund to the Manager; or
- c. by the Manager to Unit Holders and former Unit Holders.

Notwithstanding the abovementioned, if the amount to be reimbursed to an individual account is less than RM10.00 (or an equivalent denomination in the currency that a particular Class of Units is denominated), the requirement to reimburse does not apply.

### **MAKING AN INVESTMENT**

If you are investing for the first time, you are required to complete the account opening documents. Individual or joint application must be accompanied by either a copy of the applicant's identity card, passport or other identification.

Application by a corporation must be accompanied by a certified true copy of its memorandum and articles of association\*, certificate of incorporation\* (if applicable), form 24\*, form 44\*, form 49\*, board resolution relating to the investment and other related documents required by the Manager.

\* or any other equivalent documentation issued by the authorities

Existing investors who wish to purchase additional Units can complete the Additional Investments form.

You must submit the completed forms with the necessary payment before the cut-off time on any Business Day. We will process your transaction on the next Business Day if we receive your application after the cut-off time.

Areca Focus Leverage Fund 2 may only be offered for sale to Sophisticated Investors and investors must ensure that they are Sophisticated Investors before making an investment in the Fund. In the event that the Manager becomes aware that a person is not eligible to apply for Units is in fact holding Units, the Manager, subject to the available Liquid Assets in the Fund, shall be deemed to have received a Redemption request in respect of such Units on the Business Day following the day the Manager first became aware of the Unit Holder's ineligibility.

### **PAYMENT METHODS**

- Via telegraphic or online transfer.
- By a crossed cheque or banker's cheque made payable to "**Areca Capital Sdn Bhd**".

**WE DO NOT ACCEPT ANY FORM OF CASH PAYMENT (INCLUDING CASH DEPOSIT VIA CASH DEPOSIT MACHINE) AND PAYMENT MADE BY A THIRD PARTY.**

**INVESTOR MUST NOT MAKE PAYMENT IN CASH TO ANY INDIVIDUAL AGENT WHEN PURCHASING UNITS OF THE FUND.**

### **DISTRIBUTION CHANNELS**

The Fund is distributed through the Manager's head office, branches and authorised distributors. Please refer to the directory on page 41 or call us at 03-7956 3111 for the list of contacts.

## **ARECA CAPITAL SDN BHD AS IUTA**

The Manager is an IUTA to distribute third party unit trust funds. The Fund may invest into CIS distributed by the Manager. In such circumstances, the Manager will NOT receive any fees or benefit from the distribution of third party funds that the Fund invests in. Any fees received resulting from the Fund's holding in third party CIS will be channelled to the Fund.

## **CROSS TRADE POLICY**

The Manager may undertake cross trades, i.e. sale and purchase transactions between funds or portfolios under the management of the Manager where the:-

- i. sale and purchase decisions are in the best interest of the investor;
- ii. reason for such transactions is documented prior to execution of the trades;
- iii. transactions are executed through a dealer or a Financial Institution on an arm's length and fair value basis;
- iv. the policies and procedures governing cross-trades have been approved by the person(s) or members of a committee undertaking the oversight function of the Fund; and
- v. transactions will be reported to the Trustee and the person(s) or members of a committee undertaking the oversight function of the Fund.

## **SOFT COMMISSIONS**

The Manager will retain soft commissions received from brokers or dealer, provided that:

- (a) the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;
- (b) any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and
- (c) the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and the Manager or fund manager shall not enter into unnecessary trades in

order to achieve a sufficient volume of transactions to qualify for soft commissions.

The soft commissions may be in the form of goods and services such as data and quotation services, computer software incidental to the management of the Fund and investment related publications. Cash rebates, if any, will be directed to the account of the Fund.

### **SUSPENSION OF FUND**

We may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the dealing in Units due to exceptional circumstances, where there is good and sufficient reason to do so.

Where a suspension of dealing of Units is triggered, the Manager will ensure that all Unit Holders are informed in a timely and appropriate manner of its decision to suspend dealing of Units of the Fund.

### **UNCLAIMED MONEYS POLICY**

The Manager will re-invest any moneys payable to Unit Holder in the Fund, if such money remains un-credited to the Unit Holder's bank account after three (3) months from the date of payment, provided always that the Unit Holder still has an account with the Manager. If the Unit Holder no longer has an account with the Manager, the payment of distribution shall be dealt with in accordance with the Unclaimed Moneys Act 1965.

In the event moneys payable are for the payment of Redemption proceeds and those moneys remain unclaimed for such time as may be prescribed by the Unclaimed Moneys Act 1965, the Manager may deal with the Redemption proceeds in accordance with the Unclaimed Moneys Act 1965.

### **ANTI-MONEY LAUNDERING POLICIES & PROCEDURES**

Money laundering is a process intended to conceal the benefits derived from unlawful activities which are related, directly or indirectly, to any serious offence so that they appear to have originated from a legitimate source. Under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLA), any person who –

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

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

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

We have anti-money laundering policies in place where investors need to complete Customer Information form and the Manager will perform check on all investors without exception. New investors must provide their identification documents for our verification. No individual/ corporation shall be allowed to invest in the funds managed by the Manager if they fail to provide their identity and/or attempt to give a false name or records. If a potential customer refuses to produce any requested information or sales personnel does not feel comfortable or is suspicious with the information provided, the transaction will be terminated.

All cases of suspicious transactions must be reported by the relevant staff to the Compliance Manager. The Compliance Manager is to obtain relevant information from the relevant staff where applicable and evaluate the evidence and report matters relating to AMLA to the board of directors of the Manager. A suspicious transaction report will then be submitted to the Financial Intelligence and Enforcement Department of Bank Negara Malaysia as well as the SC.

## **THE MANAGER: ARECA CAPITAL SDN BHD**

Areca Capital Sdn Bhd was incorporated on 13 July 2006 under the Companies Act, 1965 (now known as Companies Act 2016). Areca Capital Sdn Bhd is a licensed fund manager approved by the SC in February 2007. It is engaged in the business of managing, administering, marketing and distributing unit trust funds and managing and administering funds under private mandates and regulated activity of financial planning and providing investment advice.

### **DUTIES AND RESPONSIBILITIES OF THE MANAGER**

The Manager's principal duty is to manage and administer the Fund in a proper and efficient manner in accordance with the Deed, the Guidelines, the relevant laws, acceptable and efficacious business practice within the unit trust industry and the internal controls and policies of the Manager. The Manager has covenanted in the Deed that it will exercise all due diligence and vigilance in carrying out its functions and duties, and in safeguarding the rights and interests of the Fund and Unit Holders.

### **ROLES AND FUNCTIONS OF THE BOARD OF DIRECTORS**

#### **Board of Directors of Areca Capital Sdn Bhd ("the Board")**

The Board plays an active part in the affairs of the Manager. The Board meets at least once every quarter to receive recommendations and reports on investment activities from the person(s) or members of a committee undertaking the oversight function of the Fund and the senior representatives of the Manager. Information on the Board can be found at <https://arecacapital.com/our-people/>

### **DESIGNATED FUND MANAGER**

Mr. Edward Iskandar Toh is the designated fund managers responsible for the management of the Fund. Information on Mr. Edward Iskandar Toh can be found at <https://arecacapital.com/our-people/>

### **LITIGATION AND ARBITRATION**

As at 30 April 2024, Areca Capital Sdn Bhd is not engaged in any material litigation and arbitration (claims above RM3 million), including those pending or threatened, and is not aware of any fact likely to give rise to any proceedings which might materially affect the business or financial position of Areca Capital Sdn Bhd.

**You may visit our website at [www.arecacapital.com](http://www.arecacapital.com) for further information on Areca Capital Sdn Bhd, and the designated fund manager of the Fund.**

## **THE TRUSTEE: RHB TRUSTEES BERHAD**

RHB Trustees Berhad was incorporated in Malaysia under the Companies Act, 1965 (now known as Companies Act 2016) on 6 March 2002. It is registered as a trust company under the Trust Companies Act 1949 and is also registered with the SC to conduct unit trust business. The principal activity of RHB Trustees Berhad is providing retail and corporate trustee services. RHB Trustees Berhad has been in the trustee business since 2002.

### **EXPERIENCE IN TRUSTEE BUSINESS**

RHB Trustees Berhad undertakes all types of trustee business allowed under the Trust Companies Act, 1949, ranging from corporate trustee services to retail services. RHB Trustees Berhad offers corporate trustee services such as trustee for real estate investment trusts (REITs), unit trust funds and custodian services. Its retail services include estate planning services (will writing, custodian and executor/trustee services) and private trustee services (private purpose trust, investment trust, charitable trust, insurance trust, business succession trust, estate administration trust, custodian and stakeholder services).

### **DUTIES AND RESPONSIBILITIES OF THE TRUSTEE**

The Trustee's functions, duties and responsibilities are set out in the Deed. The general function, duties and responsibility of the Trustee include, but are not limited to, the following:

- a) acting as trustee and safeguarding the rights and interests of the Unit Holders;
- b) holding the assets of the Fund for the benefit of the Unit Holders; and
- c) exercising all the powers of a trustee and the powers that are incidental to the ownership of the assets of the Fund.

The Trustee has covenanted in the Deed that it will exercise all due diligence and vigilance in carrying out its functions and duties, and in safeguarding the rights and interests of Unit Holders.

## **THE TRUSTEE'S DELEGATE**

RHB Trustees Berhad has appointed Malayan Banking Berhad ("Maybank") as custodian of the investments of the Fund. Maybank was established in 1960 and it is the largest financial services group in Malaysia. Maybank is one of the leading domestic custodian banks in Malaysia that provides full fledged securities solutions services which includes domestic and global custody & clearing services, fund accounting services and transfer agency services. Maybank partner with reputable global custodian banks offering global custody services in more than 100 different markets around the world. The custodian services function is run under Maybank Securities Solutions ("MSS"), a business unit within Maybank. Maybank has a proven track record in servicing diverse clients segments covering institutional investors, financial institutions banks, insurance companies, asset and fund management companies, government-linked companies, conglomerate companies and high net worth individual investors. On top of the numerous awards and accolades by the financial publications magazine in the past years, Maybank has recently been awarded as the Best Custodian - Highly Commended in Malaysia by The Asset Triple A Sustainable Investing Awards 2023 for Institutional Investor, ETF, and Asset Servicing Provider.

Roles and duties of the Trustee's delegate, MSS, are as follow:

- safekeep, reconcile and maintain assets holdings records of the Fund in accordance with the Trustee's instructions;
- act as settlement agent for shares and monies to counterparties in accordance with the Trustee's instructions;
- act as agents for money market placement where applicable in accordance with the Trustee's instructions;
- disseminate listed companies' announcements to and follow through for corporate actions instructions from the Trustee;
- compile, prepare and submit holdings report to the Trustee and beneficial owners where relevant; and
- other ad-hoc payments for work done for the Fund in accordance with the Trustee's instructions, etc.

## **LITIGATION AND ARBITRATION**

As at 30 April 2024, RHB Trustees Berhad is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any fact likely to give rise to any proceedings which might materially affect the business or financial position of RHB Trustees Berhad.

## **SALIENT TERM OF THE DEED**

### **UNIT HOLDERS' RIGHTS & LIABILITIES**

PLEASE BE ADVISED THAT IF YOU INVEST IN UNITS THROUGH AN IUTA WHICH ADOPTS THE NOMINEE SYSTEM OF OWNERSHIP, YOU WOULD NOT BE CONSIDERED TO BE A UNIT HOLDER UNDER THE DEED AND YOU MAY CONSEQUENTLY NOT HAVE ALL THE RIGHTS ORDINARILY EXERCISABLE BY A UNIT HOLDER (FOR EXAMPLE, THE RIGHT TO CALL FOR A UNIT HOLDERS' MEETING AND TO VOTE THERE AT AND THE RIGHT TO HAVE YOUR PARTICULARS APPEARING IN THE REGISTER OF UNIT HOLDERS OF THE FUND).

#### **Rights**

As a Unit Holder of the Fund, and subject to the provisions of the Deed, you have the right to:

- receive distributions of income and/or capital, if any;
- participate in any increase in the value of the Units;
- call for Unit Holders' meetings and to vote for the removal of the Trustee or the Manager through a special resolution;
- receive monthly statements, quarterly and annual reports on the Fund;
- exercise such other rights and privileges as provided for in the Deed.

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

#### **Liabilities**

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

## **UNIT HOLDERS' MEETING**

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

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

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

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

Every question arising at any Unit Holders' meeting shall be decided in the first instance by a show of hands unless a poll be demanded or, if it be a question which under the Deed requires a special resolution, a poll shall be taken. On a voting by show of hands every Unit Holder who is present or by proxy shall have one vote. Upon a voting by poll, the votes by every Unit Holder present in person or by proxy shall have one vote for every Unit held by him.

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

## **PERMITTED EXPENSES PAYABLE OUT OF THE FUND'S PROPERTY**

Only the expenses (or part thereof) which are directly related and necessary to the operation and administration of the Fund or each class of Units may be

charged to the Fund or each Class of Units. These would include (but are not limited to) the following:

- a) commissions or fees paid to brokers or dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- b) taxes and other duties charged on the Fund by the government and/or other authorities;
- c) costs, fees and expenses properly incurred by the auditor of the Fund;
- d) fees for the valuation of any investment of the Fund;
- e) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;
- g) costs, commissions, fees and expenses of the sale, purchase, insurance and any other dealing of any asset of the Fund;
- h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;
- i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- k) costs, fees and expenses incurred in the termination of the Fund or a class of Unit or the removal or retirement of the Trustee or the Manager and the appointment of a new Trustee or management company;
- l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);

- m) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
- n) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;
- o) costs, fees and expenses incurred in connection with the printing and postage for the annual and quarterly reports, tax certificates, reinvestment statements and other services associated with the administration of the Fund;
- p) (where the custodial function is delegated by the Trustee) charges and fees paid to sub-custodians taking into custody any foreign assets of the Fund;
- q) costs and expenses incurred in relation to the distribution of income and/or declaration of capital distribution (if any);
- r) costs, fees and expenses incurred in relation to the financing under Clause 6.2.5 of the Deed;
- s) fees in relation to fund accounting; and
- t) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (a) to (s) above.

## **TERMINATION OF THE FUND**

The Manager may without having to obtain the prior approval of the Unit Holders, terminate the trust and wind up the Fund or a particular Class of Units upon the occurrence of any of the following events:

- (a) if any new law shall be passed which renders the Fund or a particular Class of Units illegal; or
- (b) the Manager and the Trustee agree that it is no longer economical for the Manager to continue managing the Fund or a particular Class of Units and the termination of the Fund or that Class of Units is in the best interests of the Unit Holders.

If the Fund or a particular Class of Units is left with no Unit Holder, the Manager shall also be entitled to terminate the Fund or a particular Class of Units.

## **RELATED-PARTY TRANSACTION AND CONFLICT OF INTEREST**

### **Areca Capital Sdn Bhd**

We have in place policies and procedure to deal with any conflict of interest situations. All transactions with related parties are executed on terms that are best available to the Fund and which are no less favourable than arm's length transaction between independent parties.

The fund management team exercises its discretion to make independent investment decisions, which include asset allocations and individual stocks / instrument selection based on fundamental research and analysis. These decisions are informed by considerations such as market outlook, interest rate trends, and the suitability of the investment to the Fund's objectives. The person(s) or members of a committee undertaking the oversight function of the Fund provide oversight on the fund management team's investment strategy and its application to the Fund, ensuring that the investments align with the Fund's investment goals.

Over and above all decisions and steps taken to avoid potential and/or actual conflict of interest, the overarching principle of "the interest of the investor to prevail above all" will be upheld. This is a core principle of the investment approach and underscores the commitment to maintaining the highest levels of integrity and transparency by the Manager.

Our directors or any employees may invest in the Fund managed or distributed by us. Trading in securities by our employees is allowed, provided that policies and procedures in respect of the personal account dealing are observed. An annual declaration of securities trading is required from all directors and employees to ensure there is no potential conflict of interest.

The Manager may pay up to 100% of the fees and charges as commission to distribution partner.

## **RHB Trustees Berhad**

As trustee for the Fund, there may be related party transaction involving or in connection with the Fund in the following events: -

1. where the Fund is being distributed by the related party of the Trustee as IUTA;
2. where the assets of the Fund are being custodised by the related party of the Trustee both as sub-custodian and/or global custodian of the Fund (Trustee's delegate); and
3. where the Fund obtains financing as permitted under the Guidelines, from the related party of the Trustee.

The Trustee has in place policies and procedures to deal with any conflict of interest situation. The Trustee will not make improper use of its position as the owner of the Fund's assets to gain, directly or indirectly, any advantage or cause detriment to the interests of Unit Holders. Any related party transaction is to be made on terms which are best available to the Fund and which are no less favorable to the Fund than an arm's length transaction between independent parties.

Subject to any local regulations, the Trustee and/or its related group of companies may deal with each other, the Fund or any Unit Holder or enter into any contract or transaction with each other, the Fund or any Unit Holder or retain for its own benefit any profits or benefits derived from any such contract or transaction or act in the same or similar capacity in relation to any other scheme.

## **ADDITIONAL INFORMATION**

You may always contact our team who would be happy to assist you in your:

- enquiry on balance account and market value;
- investment, Redemption, and transfer request;
- request to update personal details; and
- the Fund's NAV or any other queries regarding the Fund's performance.

You may choose to communicate with us via:-

- Telephone : 603 7956 3111
- Facsimile : 603 7955 4111
- E-mail : [invest@arecacapital.com](mailto:invest@arecacapital.com)

In addition, you may also review the NAV per Unit of the Fund in any major local newspaper or visit our website at [www.arecacapital.com](http://www.arecacapital.com) to obtain more information on us, our products and services.

Investors can constantly keep abreast of their investment portfolio's via:-

- quarterly report containing information of the Fund, a report on the Fund's performance and financial statements for the accounting period. The quarterly report will be dispatched to all Unit Holders within two (2) months from the close of each financial quarter;
- an annual report containing information of the Fund, a report on the Fund's performance, audited financial statements for the accounting period and auditor's report. The annual report will be distributed (online or otherwise) to all Unit Holders within two (2) months from the close of each financial year; or
- [www.arecacapital.com](http://www.arecacapital.com)

Investors are advise to keep their statement for record purposes.

In the event of joint accounts, the principal Unit Holder shall receive the confirmation advices, all notices and correspondence with respect to the account, as well as any Redemption proceeds or income distributions.

The Fund is established pursuant to a deed entered into between the Manager and the Trustee dated 1 December 2022 as amended by the first supplemental deed dated 7 June 2024.

**THE FUND'S ANNUAL REPORT IS AVAILABLE UPON REQUEST.**

## **DIRECTORY**

Units can be bought and sold on any Business Day from Monday to Friday at the following locations:

### **Branches:**

#### **Ipoh branch**

11A, (First Floor)  
Persiaran Greentown 5,  
Greentown Business Centre,  
30450 Ipoh, Perak.  
Tel: 605-249 6697

#### **Penang branch**

368-2-02, Belissa Row,  
Jalan Burma, Georgetown,  
10350 Pulau Pinang.  
Tel : 604-210 2011

#### **Melaka branch**

95A, Jalan Melaka Raya 24,  
Taman Melaka Raya,  
75000 Melaka.  
Tel : 606-282 9111

#### **Kuching branch**

1<sup>st</sup> Floor, Sublot 3, Lot 7998,  
Block 16, KCLD, Cha Yi Goldland,  
Jalan Tun Jugah, Slutong,  
93350 Kuching, Sarawak.  
Tel : 082-572472

#### **Johor Bahru**

No. 105, Jalan Meranti Merah  
Taman Melodies  
80250 Johor Bahru  
Tel : 607-336 3689

#### **Kota Kinabalu**

Unit 5-1-8, 1st Floor  
Lorong Api-Api 1 , Api-api centre,  
88000 Kota Kinabalu, Sabah  
Tel: 088-276 757

**We may appoint additional third party distributors to distribute the Fund. Please contact us at 03-7956 3111 for the updated list of appointed distributors.**

**ARECA CAPITAL SDN BHD 200601021087(740840-D)**

107, Block B, Pusat Dagangan Phileo  
Damansara 1, No.9, Jalan 16/11  
Off Jalan Damansara, 46350 Petaling Jaya  
Selangor, Malaysia

**T** 603 7956 3111 **F** 603 7955 4111  
**E** [invest@arecacapital.com](mailto:invest@arecacapital.com)  
**www.arecacapital.com**

**Pulau Pinang Branch**

368-2-02 Belisa Row, Jalan Burma  
Georgetown, 10350 Pulau Pinang  
**T** 604·210 2011 **F** 604·210 2013

**Ipoh Branch**

11A, (First Floor), Persiaran Greentown 5  
Greentown Business Centre, 30450 Ipoh, Perak  
**T** 605·249 6697 **F** 605·249 6696

**Melaka Branch**

95-A, Jalan Melaka Raya 24  
Taman Melaka Raya, 75000 Melaka  
**T** 606·282 9111 **F** 606·283 9112

**Kuching Branch**

1st Floor, Sublot 3, Lot 7998, Block16  
KCLD, Cha Yi Goldland, Jalan Tun Jugah / Stutong  
93350 Kuching, Sarawak  
**T** 082·572 472

**Johor Branch**

No 105, Jalan Meranti Merah  
Taman Melodies,  
80250 Johor Bahru  
**T** 07 336 3689

**Kota Kinabalu Branch**

Unit 5-1-8 1st Floor  
Lorong Api-Api 1  
Api-Api Centre  
88000 Kota Kinabalu  
**T** 088 276 757

# **FIRST SUPPLEMENTARY INFORMATION MEMORANDUM OF ARECA FOCUS LEVERAGE FUND 2**

This First Supplementary Information Memorandum of Areca Focus Leverage Fund 2 dated 3 December 2025 (“First Supplementary Information Memorandum”) must be read together with the Replacement Information Memorandum of Areca Focus Leverage Fund 2 dated 01 July 2024 (“Information Memorandum”).

Management Company  
**ARECA CAPITAL SDN BHD** (Registration No. 200601021087 (740840-D))

Trustee  
**RHB TRUSTEES BERHAD** (Registration No. 200201005356 (573019-U))

The date of constitution of the Areca Focus Leverage Fund 2 is 01 December 2022.

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF  
THIS FIRST SUPPLEMENTARY INFORMATION MEMORANDUM TOGETHER WITH  
THE INFORMATION MEMORANDUM. IF IN DOUBT, PLEASE CONTACT A  
PROFESSIONAL ADVISER.**

**THIS FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 3 DECEMBER 2025  
IS TO BE READ IN CONJUNCTION WITH THE REPLACEMENT INFORMATION  
MEMORANDUM DATED 01 JULY 2024**

## **RESPONSIBILITY STATEMENTS AND STATEMENTS OF DISCLAIMER**

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

**The Securities Commission Malaysia has not authorised or recognised the Fund and a copy of this First Supplementary Information Memorandum has not been registered with the Securities Commission Malaysia.**

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

**The Securities Commission Malaysia is not liable for any non-disclosure on the part of Areca Capital Sdn Bhd responsible for the said Fund and takes no responsibility for the contents in this First Supplementary Information Memorandum. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this First Supplementary Information Memorandum, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.**

## **ADDITIONAL STATEMENT**

Areca Focus Leverage Fund 2 may only be offered for sale to the Sophisticated Investors and the investors must ensure that they are eligible as Sophisticated Investors before making an investment in the Fund. In the event that the Manager becomes aware that a person is not eligible to apply for Units is in fact holding Units, the Manager, subject to the available Liquid Assets in the Fund, shall be deemed to have received a Redemption request in respect of such Units on the Business Day following the day the Manager first became aware of the Unit Holder's ineligibility.

The Manager may reject any application of Units at its sole discretion without assigning any reasons.

Sophisticated Investors should note that they may seek recourse under the Capital Markets and Services Act 2007 for breaches of the securities laws including any statement in this First Supplementary Information Memorandum that is false, misleading,

**THIS FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 3 DECEMBER 2025  
IS TO BE READ IN CONJUNCTION WITH THE REPLACEMENT INFORMATION  
MEMORANDUM DATED 01 JULY 2024**

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

### **SPECIFIC RISK DISCLOSURE STATEMENT**

The Fund is suitable only for Sophisticated Investors who understand the degree of risks involved and believe that the investment is suitable to them based upon their investment objectives and financial needs; accept the investment strategy of the Company according to their risk appetite; have no need for liquidity of the investment monies; and who are able to bear the loss of a substantial portion or even all of the money they invest in.

The Fund presents a different risk than other types of funds. The Fund uses Leverage and is riskier than similarly benchmarked funds that do not use Leverage. The Fund may leverage up to 85% Loan to Value and concentrate in a single investment.

Potential Sophisticated Investors are warned that they may not be able to redeem any Units within the first twelve (12) months from the date of investment. Investors may face difficulties in redeeming their investments as the Manager may not be able to dispose of the investments.

The Fund is suitable only for Sophisticated Investors who understand the consequences of seeking potential capital growth through Leverage. You are advised not to invest in this Fund if you are not able to accept the risks.

### **NO CASH / THIRD-PARTY PAYMENT POLICY**

Areca Capital Sdn Bhd is committed towards safeguarding the interests of our investors; prevention of any incidence of cash mishandling or mismanagement while heeding Bank Negara Malaysia's desire for electronic payment methods for greater efficiency, transparency and accountability.

In view of this, we have embarked on a no-cash / third-party payment policy; where **any form of cash payment, cash deposits and 3rd party payment are STRICTLY NOT ALLOWED.**

### **EXPLANATORY NOTE**

Unless otherwise provided in this First Supplementary Information Memorandum, all the capitalised terms used herein shall have the same meanings as ascribed to them in the Information Memorandum.

**THIS FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 3 DECEMBER 2025  
IS TO BE READ IN CONJUNCTION WITH THE REPLACEMENT INFORMATION  
MEMORANDUM DATED 01 JULY 2024**

This First Supplementary Information Memorandum is issued to inform Unit Holders that:

- The definition of "Business Day" has been updated.
- The definition of "Sophisticated Investor" has been updated.
- The information relating to the Valuation Point has been updated.
- The information relating to the Manager has been updated.

A) Glossary – page 3 & 5 of the Information Memorandum

i) The definition of "Business Day" is hereby deleted in its entirety and replaced with the following:

<b>Business Day</b>	A day on which Bursa Malaysia Securities Berhad, the stock exchange managed or operated by Bursa Malaysia Securities Berhad, and any other relevant stock exchanges (where the Fund's material underlying investments are listed) are open for trading. For avoidance of doubt, material underlying investments refer to any single security, or a basket of securities, which collectively or individually represents 30% or more of the Fund's NAV. The information on the relevant stock exchanges and the Fund's Business Day is available at <a href="http://www.arecacapital.com">www.arecacapital.com</a> ;
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ii) The definition of "Sophisticated Investor" is hereby deleted in its entirety and replaced with the following:

<b>Sophisticated Investor</b>	Refers to:  (a) any person who is determined to be a sophisticated investor under:  (i) the Guidelines on Categories of Sophisticated Investors issued by the SC;  (ii) any relevant laws/guidelines for wholesale funds; or  (b) any person who acquires any capital market product specified under the Guidelines where the consideration is not less than RM250,000 or its equivalent in foreign currencies for each transaction whether such amount is paid for in cash or otherwise;
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**THIS FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 3 DECEMBER 2025  
IS TO BE READ IN CONJUNCTION WITH THE REPLACEMENT INFORMATION  
MEMORANDUM DATED 01 JULY 2024**

**B) Valuation Point - page 21 of the Information Memorandum**

The information relating to Valuation Point is hereby deleted in its entirety and replaced with the following:

Every Business Day is a dealing day of the Fund where the Fund is open for sale and repurchase of Units by the Manager. The Fund will be valued at least once every Business Day. The Fund will be valued at the end of every Business Day and the Manager will publish the NAV per Unit on the Manager's website at [www.arecacapital.com](http://www.arecacapital.com) following the valuation of the Fund. All valid subscription and redemption requests received by the cut-off time on a Business Day will be processed using the NAV per Unit calculated for that Business Day. If a request for subscription or redemption is received on a day that is not a Business Day (for example, due to a public holiday in Malaysia, and because any relevant stock exchange where the Fund's material underlying investments are listed is closed for trading), such request will be processed on the next immediate Business Day. This policy ensures that all transactions are processed at a NAV that accurately reflects the latest available market prices across all material underlying investments.

**C) The Manager: Areca Capital Sdn Bhd – page 31 of the Information Memorandum**

The information relating to Designated Fund Manager is hereby deleted in its entirety and replaced with the following:

Mdm. Ch'ng Cheng Siew is the designated fund manager responsible for the management of the Fund. Information on Mdm. Ch'ng Cheng Siew can be found at <https://arecacapital.com/our-people/>.