



**THIRD SUPPLEMENTARY
INFORMATION MEMORANDUM
DATED 5 JULY 2019 IN RESPECT OF
AMINCOME INSTITUTIONAL 5**

The Manager
AmFunds Management Berhad
(Company number: 154432-A)

The Trustee
Deutsche Trustees Malaysia Berhad
(Company number: 763590-H)

THIS THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 5 JULY 2019 IS TO BE READ IN CONJUNCTION WITH THE REPLACEMENT INFORMATION MEMORANDUM FOR AMINCOME INSTITUTIONAL 5 DATED 1 DECEMBER 2014, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 APRIL 2015 AND THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 SEPTEMBER 2015 .

SOPHISTICATED INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THE REPLACEMENT INFORMATION MEMORANDUM DATED 1 DECEMBER 2014, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 APRIL 2015, THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 SEPTEMBER 2015 AND THIS THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 5 JULY 2019. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

THIS THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 5 JULY 2019 2019 FOR AMINCOME INSTITUTIONAL 5 HAS TO BE READ IN CONJUNCTION WITH THE REPLACEMENT INFORMATION MEMORANDUM FOR AMINCOME INSTITUTIONAL 5 DATED 1 DECEMBER 2014, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 APRIL 2015 AND THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 SEPTEMBER 2015.

RESPONSIBILITY STATEMENTS

This Third Supplementary Information Memorandum dated 5 July 2019 in relation to the Replacement Information Memorandum for AmIncome Institutional 5 dated 1 December 2014, the First Supplementary Information Memorandum dated 1 April 2015 and the Second Supplementary Information Memorandum dated 10 September 2015 (hereinafter known as "Third Supplementary Information Memorandum") has been reviewed and approved by the directors of AmFunds Management Berhad and they collectively and individually accept full responsibility for the accuracy of all information. Having made all reasonable enquiries, they confirm to the best of their knowledge and belief, that there are no false or misleading statements, or omission of other facts which would make any statement in this Third Supplementary Information Memorandum false or misleading.

STATEMENTS OF DISCLAIMER

The Securities Commission Malaysia has authorised AmIncome Institutional 5, the subject of this Third Supplementary Information Memorandum, and that the authorisation shall not be taken to indicate that the Securities Commission Malaysia recommends the investment.

The Securities Commission Malaysia will not be liable for any non-disclosure on the part of AmFunds Management Berhad and takes no responsibility for the contents of the Replacement Information Memorandum for AmIncome Institutional 5 dated 1 December 2014 ("Replacement Information Memorandum"), the First Supplementary Information Memorandum dated 1 April 2015 ("First Supplementary Information Memorandum"), the Second Supplementary Information Memorandum dated 10 September 2015 ("Second Supplementary Information Memorandum") and this Third Supplementary Information Memorandum, makes no representation on the accuracy or completeness of the Replacement Information Memorandum, the First Supplementary Information Memorandum, the Second Supplementary Information Memorandum and this Third Supplementary Information Memorandum, and expressly disclaims any liability whatsoever for any loss howsoever arising from, or in reliance upon, the whole or any part of its contents.

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

ADDITIONAL STATEMENTS

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

This Third Supplementary Information Memorandum does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

An investment in the Fund carries with it a degree of risk. The value of units and the income from it, if any, may go down as well as up, and Sophisticated Investors may not get back the amount invested. Sophisticated Investors should consider the risk factors set out under the heading Risk Factors in the Replacement Information Memorandum for AmIncome Institutional 5 dated 1 December 2014.

Statements made in this Third Supplementary Information Memorandum are based on the law and practice currently in force in Malaysia and are subject to changes in such law.

Any reference to a time or day in this Third Supplementary Information Memorandum shall be a reference to that time or day in Malaysia, unless otherwise stated.

No person has been authorised to issue any advertisement or to give any information, or to make any representations in connection with the offering, placing, subscription, sale, switching or redemption of units in the Fund other than those contained in the Replacement Information Memorandum, the First Supplementary Information Memorandum, the Second Supplementary Information Memorandum and this Third Supplementary Information Memorandum or any supplemental therein and, if issued, given or made, such advertisement, information or representations must not

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be relied upon by an investor. Any purchase made by any person on the basis of statements or representations not contained in or inconsistent with the information and representations in the Replacement Information Memorandum, the First Supplementary Information Memorandum, the Second Supplementary Information Memorandum and this Third Supplementary Information Memorandum will be solely at the risk of the Sophisticated Investor. Sophisticated Investors may wish to consult their independent professional adviser about the suitability of the Fund for their investment needs.

The Manager has the right to reject any application by a US Person. However, if you are investing through our appointed distributor who operates under a nominee system of ownership, kindly consult the respective distributor accordingly.

PERSONAL DATA

As part of our day to day business, we collect your personal information when you apply to open an account with us, subscribe to any of our products or services or communicate with us. In return, we may use this information to provide you with our products or services, maintain our records or send you relevant information. We may use your personal information which includes information on any transactions conducted with us, for one or more of the following purposes, whether in Malaysia or otherwise:

- a. Assess your eligibility or suitability for our products which you had applied for and to verify your identity or financial standing through credit reference checks;
- b. To notify you of more and up to-date information such as improvements and new features to the existing products and services, development of new products, services and promotions which may be of interest to you;
- c. Manage and maintain your account(s) through regular updates, consolidation and improving the accuracy of our records. In this manner we can respond to your enquiries, complaints and to generally resolve disputes quickly so that we can improve our business and your relationship with us;
- d. Conduct research for analytical purposes, data mining and analyse your transactions / use of products and services to better understand your current financial / investment position and future needs. We will also produce data, reports and statistics from time to time, however such information will be aggregated so that your identity will remain confidential;
- e. Comply with the requirements of any law and regulations binding on us such as conducting anti-money laundering checks, crime detection / prevention, prosecution, protection and security;
- f. Enforcement of our rights to recover any debt owing to us including transferring or assigning our rights, interests and obligations under any of your agreement with us;
- g. In the normal course of general business planning, oversight functions, strategy formulation and decision making within AmBank Group;
- h. To administer and develop the Manager's and/or the Manager's associated companies within the AmBank Group business relationship with you;
- i. Outsourcing of business and back-room operations within AmBank Group and/or other service providers; and
- j. Any other purpose(s) that is required or permitted by any law, regulations, standards, guidelines and/or relevant regulatory authorities including with the trustee of the Fund.

Sophisticated Investors are advised to read our latest or updated Privacy Notice (notice provided as required under the Personal Data Protection Act 2010) available on our website at www.aminvest.com. Our Privacy Notice may be revised from time to time and if there is or are any revision(s), it will be posted on our website and/or other means of communication deemed suitable by us. However any revision(s) will be in compliance with the Personal Data Protection Act 2010.

THE REMAINING PAGE IS INTENTIONALLY LEFT BLANK

THIS THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 5 JULY 2019 2019 FOR AMINCOME INSTITUTIONAL 5 HAS TO BE READ IN CONJUNCTION WITH THE REPLACEMENT INFORMATION MEMORANDUM FOR AMINCOME INSTITUTIONAL 5 DATED 1 DECEMBER 2014, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 APRIL 2015 AND THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 SEPTEMBER 2015.

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

A. PREFACE

Page i – ii of the Replacement Information Memorandum and page 3 of the First Supplementary Information Memorandum– PREFACE

The entire Section “PREFACE” is hereby deleted.

B. DEFINITIONS

Page 1 - 4 of the Replacement Information Memorandum and page 3 - 5 of the Second Supplementary Information Memorandum – DEFINITIONS

1. The definition of “GST” and “GST Law” under this section is hereby deleted.
2. The definition of “Sophisticated Investor”, “Unit Holder(s), applicant, you” and “US (United States) Person” under this section are hereby deleted and replaced with the following respectively:-

Sophisticated Investor(s)	Means any person who comes within any of the categories of investors set out in Part 1, Schedule 6 and 7 of the CMSA.
Unit Holder(s), applicant, you	<p>The person(s) for the time being registered under the provisions of the Deed as a holder of units of the Fund including the joint holders, whose name appears in the Manager’s register of Unit Holders.</p> <p>Please note that if a Sophisticated Investor invests through a distributor via nominee system of ownership, the Sophisticated Investor will not be deemed a Unit Holder under the Deed.</p>
US (United States) Person	A US citizen or resident individual, a partnership or corporation organized in the US or under the laws of the US or any State thereof, a trust if: (i) a court within the US would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more US persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US as defined in the Malaysia-US IGA Guidance Notes on Compliance Requirements for Malaysia-US Intergovernmental Agreement on Foreign Account Tax Compliance Act (FATCA) issued by Inland Revenue Board Of Malaysia dated 11 September 2015, including any amendments, guidelines and other administrative actions made thereunder.

C. CORPORATE DIRECTORY

Page 5 - 6 of the Replacement Information Memorandum, page 3 - 4 of the First Supplementary Information Memorandum and page 5 of the Second Supplementary Information Memorandum – CORPORATE DIRECTORY

1. The information in relation to the Section “MANAGER” is hereby deleted and replaced with the following:

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“MANAGER

AmFunds Management Berhad

Company number: 154432-A

Registered office

22nd Floor, Bangunan AmBank Group,
No. 55, Jalan Raja Chulan,
50200 Kuala Lumpur.
Tel: (603) 2036 2633

Business address

9th & 10th Floor, Bangunan AmBank Group,
No. 55, Jalan Raja Chulan,
50200 Kuala Lumpur.
Tel: (603) 2032 2888
Fax: (603) 2031 5210
Email : enquiries@aminvest.com
Website: www.aminvest.com”

2. The information in relation to the “**MANAGER’S DELEGATE**”, “**TAXATION ADVISOR**” and “**AUDITORS**” is deleted entirely.

D. KEY DATA OF THE FUND

Page 8 - 9 of the Replacement Information Memorandum and page 4 of the First Supplementary Information Memorandum – FEES AND CHARGES

1. The disclosure at the end of **Charges** is hereby deleted and replaced with the following:-

“Unless stated otherwise, all fees, charges and/or expenses disclosed in the Replacement Information Memorandum are exclusive by way of example and not limitation; goods and services tax, value added tax, consumption tax, levies, duties and other taxes as may be imposed by the Government of Malaysia from time to time (collectively known as “Taxes”). If these fees, charges and/or expenses are subject to any Taxes, such Taxes shall be borne and payable by the Unit Holders and/or the Fund (as the case may be) at the prevailing rate, including any increase or decrease to the rate, in addition to the fees, charges and/or expenses stated herein.”

2. The entire section of Goods and Services Tax at the end of **Fees and Expenses** is hereby deleted and replaced with the following:

“Unless stated otherwise, all fees, charges and/or expenses disclosed in the Information Memorandum are exclusive by way of example and not limitation; goods and services tax, value added tax, consumption tax, levies, duties and other taxes as may be imposed by the Government of Malaysia from time to time (collectively known as “Taxes”). If these fees, charges and/or expenses are subject to any Taxes, such Taxes shall be borne and payable by the Unit Holders and/or the Fund (as the case may be) at the prevailing rate, including any increase or decrease to the rate, in addition to the fees, charges and/or expenses stated herein.”

E. FEES, CHARGES AND EXPENSES

Page 16 of the Replacement Information Memorandum and page 4 of the First Supplementary Information Memorandum – CHARGES

The disclosure at the end of **Charges** is hereby deleted and replaced with the following:-

“Note: Unless stated otherwise, all fees, charges and/or expenses disclosed in the Replacement Information Memorandum are exclusive by way of example and not limitation; goods and services tax, value added tax, consumption tax, levies, duties and other taxes as may be imposed by the Government of Malaysia from time to time (collectively known as “Taxes”). If these fees, charges and/or expenses are subject to any Taxes, such Taxes shall

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be borne and payable by the Unit Holders and/or the Fund (as the case may be) at the prevailing rate, including any increase or decrease to the rate, in addition to the fees, charges and/or expenses stated herein.”

Page 16 - 17 of the Replacement Information Memorandum and page 4 – 6 of the First Supplementary Information Memorandum – ONGOING FEES AND EXPENSES

The illustration and write-up under section (a) to (c) are hereby deleted and replaced with the following:-

The fees and expenses that you may indirectly incur are as follows:-

(a) Annual Management Fee

An annual management fee of up to 0.75% p.a. of the Fund’s NAV is charged to the Fund. The management fee is calculated on a daily basis and will be paid monthly.

An illustration of the calculation and apportionment of the daily management fee is as follows:

	RM
Investment	190,000,000
Others (Liquid assets + Receivables - Payables)	10,000,000
NAV (before fees)	200,000,000

Management fee for the day is calculated as follows:

$$\frac{(\text{Investments} + \text{Liquid Assets}) \times 0.75\%}{\text{Number of Days in a year}}$$

$$\frac{200,000,000 \times 0.75\%}{365 \text{ days}} = \text{RM}4,109.59 \text{ (rounded to 2 decimal points.)}$$

(b) Annual Trustee Fee

The Trustee is entitled to an annual trustee fee for acting as trustee to safeguard the interest of Unit Holders and as custodian of the Fund’s asset. This fee is calculated daily and paid monthly. The trustee fee is up to 0.08% p.a. of the NAV of the Fund, subject to a minimum fee of RM10,000 p.a.

An illustration of the trustee fee is as follows:-

Assuming the NAV of the Fund is RM200,000,000 and the trustee fee is 0.08% p.a. of the NAV of the Fund, then the daily accrued trustee fee would be:-

$$\begin{aligned} \text{Trustee fee for the day} &= \text{NAV of the Fund} \times \text{trustee fee rate for the Fund (\%)} \times 1/365 \text{ days} \\ &= \text{RM}200,000,000 \times 0.08\% \times 1/365 \\ &= \text{RM}438.36 \text{ (rounded to 2 decimal points)} \end{aligned}$$

(c) Fund Expenses

The Manager and Trustee may be reimbursed out of the Fund for any cost reasonably incurred in the administration of the Fund. The Fund’s expenses currently include but are not limited to audit fee, tax agent’s fee, printing and postages of annual and quarterly reports, bank charges, investment committee fees for independent members, lodgement fees for Fund’s reports, commission paid to dealers (if any), charges or fees paid to sub-custodian fees (if any) and other expenses as permitted by the Deed.

Note: Unless stated otherwise, all fees, charges and/or expenses disclosed in the Replacement Information Memorandum are exclusive by way of example and not limitation; goods and services tax, value added tax, consumption tax, levies, duties and other taxes as may be imposed by the Government of Malaysia from time to time (collectively known as “Taxes”). If these fees, charges and/or expenses are subject to any Taxes, such

Taxes shall be borne and payable by the Unit Holders and/or the Fund (as the case may be) at the prevailing rate, including any increase or decrease to the rate, in addition to the fees, charges and/or expenses stated herein.

F. TRANSACTION INFORMATION

Page 19 – 20 of the Replacement Information Memorandum and Page 5 of the Second Supplementary Information Memorandum – MAKING AN INTIAL INVESTMENT

The information in the table is hereby deleted and replaced with the following:

<p>Step 1 Eligibility</p>	<p>Sophisticated Investors, with 18 years of age and above for individual who are not US Persons</p> <p>Note:</p> <p>(1) The Manager has the right to reject any application by a US Person. However, if you are investing through our appointed distributor who operates under a nominee system of ownership, kindly consult the respective distributor accordingly.</p> <p>(2) If a Unit Holder is a US Person or subsequently becomes a US Person and such fact comes to the attention of the Manager:-</p> <p>a) The Manager is entitled to act in accordance with FATCA, relevant laws, rules, regulations, notes and circulars issued by the relevant authorities from time to time including but not limited to withholding such amount of the income derived from the units held by such US Person (if any); and</p> <p>b) The Manager shall by a notice in writing to that US Person require him/her to either redeem all the units of the Fund or transfer all the units of the Fund to a non-US Person within thirty (30) days from the date of the notice. Upon expiry of thirty (30) days from the date of such notice, the Manager reserves the right to compulsorily redeem all the units held by such US Person.</p>
<p>Step 2 Forms to be completed / Documents required</p>	<p>FOR INITIAL INVESTMENT</p> <p>(a) A full set of account opening form;</p> <p>(b) Proof of payment;</p> <p>(c) Suitability assessment form;</p> <p>(d) Wholesale fund declaration form;</p> <p>(e) Specimen signature form;</p> <p>(f) Personal Data Protection Act consent form (if applicable);</p> <p>(g) FATCA and CRS documentation:</p> <ul style="list-style-type: none"> • Self-certification by individual / entity; • W-8BEN / W-8BEN-E Form (if applicable); and • W-9 Form (if applicable); and <p>(h) Additional documents requested by the Manager (if applicable).</p> <p><u>Individual investor or jointholder</u></p> <p>For a single applicant, photocopy of National Registration Identity Card (NRIC) for Malaysian or passport for foreigner.</p> <p>For joint applicant, photocopy of NRIC for Malaysian or passport for foreigner of first named joint applicant and the subsequent named joint applicant.</p> <p><u>Corporate investors</u></p> <p>(a) copy of NRIC / passport of all authorised signatory(ies);</p>

	<ul style="list-style-type: none"> (b) copy of NRIC / passport of directors / shareholders / partners; (c) a certified true copy of the Memorandum and Articles of Association, business registration documents, certificate of registration or its equivalent; (d) a certified true copy of Form 24 and 49 or its equivalent; (e) an original / extract copy of a board resolution approving investments in the Fund or its equivalent; (f) list of authorised personnel to effect any instructions pertaining to the Fund if the list of authorized personnel is not mentioned in the board resolution or its equivalent; (g) a copy of the latest audited financial statement of accounts; (h) any other approvals required from relevant authorities; and (i) any other documents requested by the Manager. <p>FOR ADDITIONAL INVESTMENT</p> <ul style="list-style-type: none"> (a) Transaction form or letter of instruction (for non-individual or corporate investors only); and (b) Proof of payment.
<p>Step 3 Manner of payment and delivery</p>	<p>Upon clearance based on our “Know-Your-Customer” policy, you can deposit payment into our account upon being advised by us. Your application will be accepted and shall be processed based on the net amount received. If you deposit payment into our account without notifying us, we reserve the right to reject your application and hold such amount until claimed.</p> <p>Payments can be made by depositing payment into our account using either cheque, bank draft or telegraphic transfer payable to:</p> <p>“AmFunds Management Berhad – Trust A/C”</p> <p>For individual investor: You are advised to write your name, new identification card number (NRIC)/ passport number and contact number at the back of the cheque or bank draft.</p> <p>For corporate investors: You are advised to write your company name, company no. and contact number at the back of the cheque or bank draft.</p> <p>You can submit the application with complete documentation (including the proof of payment) and payment to us or submit the same to any of our appointed distributors. If we do not receive complete documentation with the payment we reserve the right to reject the application. If you deposit payment into our account and do not notify or provide us with the complete documentation, we shall reject your application and hold such amount until claimed. Sales of Units will be processed upon receipt of complete documentation and proof of payment.</p> <p>We reserve the right to vary the manner of payment from time to time, and shall be communicated to you.</p> <p><i>Note: Where payment is by cheque, the cheque must be issued by the Sophisticated Investor. In the case of bank draft, a copy of the application for the bank draft as approved by the relevant bank must be submitted with the bank draft.</i></p> <p>Any payment from third party other than the Sophisticated Investor will be rejected.</p>
<p>Minimum initial investment</p>	<p>RM1,000,000 or such lower amount as the Manager may from time to time decide.</p>
<p>Minimum additional investment</p>	<p>RM1,000,000 or such lower amount as the Manager may from time to time decide.</p>

Page 20 of the Replacement Information Memorandum – MAKING AN ADDITIONAL INVESTMENT

This section is hereby deleted entirely.

Page 21 – 22 of the Replacement Information Memorandum – OTHER RELEVANT INFORMATION WHEN MAKING AN INVESTMENT

1. The information in the table is hereby deleted and replaced with the following:-

Submission of application	Monday to Friday (except public holiday)
Cut-off time	<p>If an application with complete documentation is accepted by the Manager or our appointed distributors before 4.00 p.m. on a Business Day, it will be processed at the closing NAV per unit calculated at the end of the same Business Day.</p> <p>If an application with complete documentation is accepted by the Manager or our appointed distributors after 4.00 p.m. or on a non-Business Day, it will be processed at the closing NAV per unit calculated at the next Business Day.</p> <p>Notes:</p> <ul style="list-style-type: none"> The Manager reserves the right to reject any application that is unclear, incomplete and/or not accompanied by the required documents or proof of payment. Incomplete applications will not be processed until all the necessary information has been received.

2. The section on “**Customer Identification Program**” is hereby deleted entirely and replaced with the following:-

“Customer Identification Program

Pursuant to the relevant laws of Malaysia on money laundering, we have an obligation to prevent the use of the Fund for money laundering purposes. As such, we and/or our appointed distributors have put in place a “Know Your Customer” (“KYC”) policy where procedures are in place to identify and verify the investor’s identification through documents such as identity card, passport, constituent documents or any other official documents.

We and/or our appointed distributors reserve the right to request such information, either at the time an application is made or thereafter, as is necessary to verify the identity of an investor (or each of the investors in the case of joint investors) and/or to periodically update our records. We and/or our appointed distributors require you to provide us with your information and information of beneficial owner such as name, date of birth, national registration card number, residential and business address, (and mailing address if different), name of beneficial owner, address of beneficial owner, national registration card number of beneficial owner, date of birth of beneficial owner or other information and official identification.

For corporate clients, we and/or our appointed distributors require you to provide us the name of the company, principal place of business, source of income/asset, identification documents of the directors/shareholders/partners, board resolution pertaining to the investment and the person authorized to operate the account, all of which as per requirements under regulation when you open or re-open an account.

We and/or our appointed distributors also reserve the right to request additional information including the source of the funds and identity of any beneficial owners as may be required to support the verification information and to allow us to complete adequate due diligence. In the event of delay or failure by the investor to produce any information required for verification purpose, we and/or our appointed distributors may refuse to accept an application request. In relation to a subscription application, any monies received will be returned without interest to the account from which the monies were originally debited, and in relation to redemption application, no units will be redeemed to the investor. We and/or our appointed distributors also reserve the right to place restrictions on transactions or redemptions on your account until your identity is verified.

In the event of any breaches to the applicable laws on money laundering, we have a duty to notify the relevant authority of the said breaches.”

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3. The new section “**Anti-Money Laundering (“AML”)/ KYC Obligation on distributor**” is inserted immediately after sub-section “**Customer Identification Program**” and to be read as follow:-

“Anti-Money Laundering (“AML”)/ KYC Obligation on distributor

If you have invested in the Fund via a distributor, there may be additional information that the distributor may need to provide to us, which may include information of the distributor’s AML policy, an AML undertaking/declaration by the distributor or its parent company, the release of your particulars and details of ultimate beneficiaries / ultimate beneficiary owners investing in the Fund to us. Without such information being provided, we may be required to reject your subscription or redemption request until such information is provided by the distributor to us.”

Page 25 of the Replacement Information Memorandum – CROSS TRADES

The cross trades disclosure is inserted immediately after the sub-section “**Temporary Suspension of Determination of NAV and of the Issue and Redemption of Units**” and to be read as follow:

“Cross Trades

The Manager may conduct cross trades between funds and private mandates it currently manages provided that all criteria imposed by the regulators are met.

Notwithstanding, cross trades between the personal account of an employee of the Manager and the Fund’s account and between the Manager’s proprietary trading accounts and the Fund’s account are strictly prohibited. The execution of cross trade will be reported to the investment committee and disclosed in the Fund’s report accordingly.”

G. RELATED PARTY TRANSACTIONS OR CONFLICT OF INTEREST

Page 31 of the Replacement Information Memorandum and page 6 of the Second Supplementary Information Memorandum – RELATED PARTY TRANSACTIONS OR CONFLICT OF INTEREST

The disclosure under **RELATED PARTY TRANSACTION OR CONFLICT OF INTEREST** is hereby deleted entirely and replaced with the following:-

“All transactions with related parties are to be executed on terms which are best available to the Fund and which are not less favourable to the Fund than on arm’s length transaction between independent parties. The Fund may have dealings with parties related to the Manager. The related parties defined are AmIslamic Funds Management Sdn Bhd (“AIFM”), AmInvestment Bank Berhad, AmInvestment Group Berhad, AmBank (M) Berhad and AmBank Islamic Berhad.

Trading in securities by an employee is allowed, provided that the policies and procedures in respect of the personal account dealing are observed and adhered to. The directors, investment committee members and employees are required to disclose their portfolio holdings and dealing transactions as required under Conflict of Interest Policy. Further, the abovementioned are also required to disclose their holdings of directorship and interest in any company.

The directors of AFM may have direct or indirect interest through their directorship in AIFM. Following are details of the directors:-

- Sum Leng Kuang is the independent director of AIFM.
- Tai Terk Lin is the independent director of AIFM.
- Seohan Soo is the non-independent director of AIFM
- Goh Wee Peng is the non-independent director of AIFM.

For further details of the director’s profile, please refer our website (www.aminvest.com).

To the best of the Trustee’s knowledge, there has been no event of conflict of interest or related party transaction which exists between the Trustee and the Manager or any potential occurrence of it.”

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H. ADDITIONAL INFORMATION

Page 32 of the Replacement Information Memorandum – KEEPING YOU INFORMED

The information under Section “KEEPING YOU INFORMED” is hereby deleted entirely and replaced with the following:

“When you invest

A transaction advice slip/ tax invoice will be sent to you.

Statement of investment

We will send you a monthly statement. It will state the balance of units held by you together with all transactions made since the last statement.

Reports

We will send you:

- The annual report within two (2) months of the Fund’s financial year end; and
- Quarterly reports within two (2) months of the end of the period covered.

Tax voucher

We will send you tax vouchers (if any) which will set out the information that is needed to complete your tax return form.

Internet

We publish updated information on our website www.ambankgroup.com or www.aminvest.com.

Please take note that if you have invested through our appointed distributor via a nominee system of ownership, please obtain the above-mentioned information from that distributor.”

Page 32 of the Replacement Information Memorandum – KEEPING US INFORMED

The information under Section “KEEPING US INFORMED” is hereby deleted entirely and replaced with the following:

“Changing your account details

You will be required to inform us or your personal adviser from our appointed distributor in writing of any changes to your account details. Account details will amongst other things, include the following:

- your address;
- bank account details;
- signing instructions; and
- how income distributions (if any) are to be paid.

Kindly ensure that you keep us or your personal adviser from our appointed distributor updated on any changes to your account details. This will enable us to keep you informed of the latest development of your investments and to ensure any payment of income distribution (if any) is paid successfully to your account or such cheque/ bank draft reach you successfully at your updated address. Failure to inform us of any changes to your account details may result in us being unable to contact you and failure to make any income distribution payment to you, such income distribution will become unclaimed moneys and be treated as unclaimed moneys.

Investor feedback and complaints

We encourage feedback from you in order for us to upgrade our services to meet your needs. Additionally, if you have any complaints, you may direct your complaints to your personal adviser from our appointed distributor. You may also direct your feedback or complaints to us by contacting our customer service representative at (03) 2032 2888 or email enquiries@aminvest.com. If you wish to write to us, please address your letter to:

AmFunds Management Berhad
9th & 10th Floor, Bangunan AmBank Group,
No. 55, Jalan Raja Chulan,
50200 Kuala Lumpur.”

THIS THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 5 JULY 2019 2019 FOR AMINCOME INSTITUTIONAL 5 HAS TO BE READ IN CONJUNCTION WITH THE REPLACEMENT INFORMATION MEMORANDUM FOR AMINCOME INSTITUTIONAL 5 DATED 1 DECEMBER 2014, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 APRIL 2015 AND THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 SEPTEMBER 2015.

Page 33 of the Replacement Information Memorandum – HOW DO YOU MAKE A COMPLAINT?

The entire section “**HOW DO YOU MAKE A COMPLAINT?**” is hereby deleted.

I. MANAGING THE FUND’S INVESTMENT

Page 35 - 39 of the Replacement Information Memorandum, page 6 of the First Supplementary Information Memorandum and page 6 of the Second Supplementary Information Memorandum - MANAGING THE FUND’S INVESTMENT

The disclosure under **MANAGING THE FUND’S INVESTMENT** is hereby deleted entirely and replaced with the following:

“THE MANAGER

AFM was incorporated on 9 July 1986 and is wholly owned by AmInvestment Bank Berhad with effective from 21 July 2016. As at LPD, AFM has more than thirty (30) years of experience in the unit trust industry.

Pursuant to AMMB Holdings Berhad’s (the holding company of AmInvestment Management Berhad (“AIM”) and AFM) initiative to streamline the business operations of its asset management business under AIM and the unit trust business under AFM, the businesses of both AIM and AFM are consolidated to operate under a single operating structure, i.e., under AFM.

With effect from 1 December 2014, AFM is the holder of a Capital Markets and Services Licence for the regulated activities of fund management, dealing in securities restricted to unit trusts and dealing in private retirement scheme issued under the Act.

AFM is responsible to manage, invest, realize, reinvest or howsoever deal with the Fund in accordance with the investment objective and guidelines, including investment limits and restrictions of the Fund.

Duties and Responsibilities of the Manager

The Manager is responsible for setting the investment policies and objective for the Fund. The Manager is also responsible for the promotion and administration of the Fund which include but not limited to issuing units, preparing and issuing Information Memorandum.

Material Litigation

As at the 31 January 2019, the Manager is not engaged in any material litigation and arbitration, including those pending or threatened, and any facts likely to give rise to any proceedings which might materially affect the business or financial position of the Manager and of its delegates.

Note: Please refer to our website (www.aminvest.com) for further information in relation to AmFunds Management Berhad which may be updated from time to time.”

J. THE TRUSTEE

Page 40 - 42 of the Replacement Information Memorandum – THE TRUSTEE

The disclosure under **THE TRUSTEE** is hereby deleted entirely and replaced with the following:

“About Deutsche Trustees Malaysia Berhad

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

THIS THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 5 JULY 2019 2019 FOR AMINCOME INSTITUTIONAL 5 HAS TO BE READ IN CONJUNCTION WITH THE REPLACEMENT INFORMATION MEMORANDUM FOR AMINCOME INSTITUTIONAL 5 DATED 1 DECEMBER 2014, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 APRIL 2015 AND THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 SEPTEMBER 2015.

Experience in trustee business

DTMB is part of Deutsche Bank's Securities Services, which provides trust, custody and related services on a range of securities and financial structures. As at 31 January 2019, DTMB is the trustee for 180 collective investment schemes including unit trust funds, wholesale funds, exchange-traded funds and private retirement schemes.

DTMB's trustee services are supported by Deutsche Bank (Malaysia) Berhad ("DBMB"), a subsidiary of Deutsche Bank, financially and for various functions, including but not limited to financial control and internal audit.

Roles, Duties and responsibilities of the Trustee

DTMB's main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interests of Unit holders of the Fund. In performing these functions, the Trustee has to exercise due care and vigilance and is required to act in accordance with the relevant provisions of the Deed, the Capital Markets & Services Act 2007 and all relevant laws.

Trustee's delegate

The Trustee has appointed DBMB as the custodian of the assets of the Fund. DBMB is a wholly-owned subsidiary of Deutsche Bank AG. DBMB offers its clients access to a growing domestic custody network that covers over 30 markets globally and a unique combination of local expertise backed by the resources of a global bank. In its capacity as the appointed custodian, DBMB's roles encompass safekeeping of assets of the Fund; trade settlement management; corporate actions notification and processing; securities holding and cash flow reporting; and income collection and processing.

All investments of the Fund are registered in the name of the Trustee for the Fund, or where the custodial function is delegated, in the name of the custodian to the order of the Trustee for the Fund. As custodian, DBMB shall act only in accordance with instructions from the Trustee.

Disclosure on Related-Party Transactions/ Conflict of Interests

As the Trustee for the Fund and the Manager's delegate for the fund accounting and valuation services, there may be related party transactions involving or in connection with the Fund in the following events:

- (1) Where the Fund invests in the products offered by Deutsche Bank AG and any of its group companies (e.g. money market placement, etc.);
- (2) Where the Fund has obtained financing from Deutsche Bank AG and any of its group companies, as permitted under the Securities Commission's guidelines and other applicable laws;
- (3) Where the Manager appoints the Trustee to perform its back office functions (e.g. fund accounting and valuation); and
- (4) Where the Trustee has delegated its custodian functions for the Fund to Deutsche Bank Malaysia Berhad.

The Trustee will rely on the Manager to ensure that any related party transactions, dealings, investments and appointments are on terms which are the best that are reasonably available for or to the Fund and are on an arm's length basis as if between independent parties.

While the Trustee has internal policies intended to prevent or manage conflicts of interests, no assurance is given that their application will necessarily prevent or mitigate conflicts of interests. DTMB's commitment to act in the best interests of the unit holders of the Fund does not preclude the possibility of related party transactions or conflicts."

K. THE TAXATION

Page 43 - 49 of the Replacement Information Memorandum and page 6 - 12 of the First Supplementary Information Memorandum – THE TAXATION

The entire Section "THE TAXATION" is hereby deleted.

- END -

THIS THIRD SUPPLEMENTARY INFORMATION MEMORANDUM DATED 5 JULY 2019 2019 FOR AMINCOME INSTITUTIONAL 5 HAS TO BE READ IN CONJUNCTION WITH THE REPLACEMENT INFORMATION MEMORANDUM FOR AMINCOME INSTITUTIONAL 5 DATED 1 DECEMBER 2014, THE FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 1 APRIL 2015 AND THE SECOND SUPPLEMENTARY INFORMATION MEMORANDUM DATED 10 SEPTEMBER 2015.

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