



**FIRST SUPPLEMENTARY INFORMATION
MEMORANDUM DATED 15 SEPTEMBER 2022
IN RESPECT OF
INCOME AND GROWTH FUND**

The Manager
AmFunds Management Berhad
Registration number: 198601005272 (154432-A)

The Trustee
HSBC (Malaysia) Trustee Berhad
Registration number: 193701000084 (001281-T)

THIS FIRST SUPPLEMENTARY INFORMATION MEMORANDUM DATED 15 SEPTEMBER 2022 HAS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM FOR INCOME AND GROWTH FUND DATED 20 JANUARY 2020.

SOPHISTICATED INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THE INFORMATION MEMORANDUMS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

THIS FIRST SUPPLEMENTARY INFORMATION MEMORANDUM HAS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM FOR INCOME AND GROWTH FUND

RESPONSIBILITY STATEMENTS

This First Supplementary Information Memorandum dated 15 September 2022 (the “First Supplementary Information Memorandum”) in relation to the Information Memorandum for Income and Growth Fund dated 20 January 2020 (the “Information Memorandum”) (collectively, the “Information Memorandums”) 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 First Supplementary Information Memorandum false or misleading.

STATEMENTS OF DISCLAIMER

A copy of this First Supplementary Information Memorandum has been lodged with the Securities Commission Malaysia. The lodgement of the Information Memorandums should not be taken to indicate that the Securities Commission Malaysia recommends Income and Growth Fund (the “Fund”) or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in the Information Memorandums.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of AmFunds Management Berhad, the management company responsible for the Fund and takes no responsibility for the contents in the Information Memorandums. The Securities Commission Malaysia makes no representation on the accuracy or completeness of the Information Memorandums, and expressly disclaims any liability whatsoever 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

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 investment in wholesale fund involve risks including the risk of total capital loss and no income distribution. Sophisticated Investors should consider the risk factors set out under the heading Risk Factors in the Information Memorandums.

Statements made in the Information Memorandums are based on the law and practice currently in force in Malaysia and are subject to changes in such law and practices.

Any reference to a time or day in the Information Memorandums 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 Information Memorandums and, if issued, given or made, such advertisement, information or representations must not 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 Information Memorandums 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 Information Memorandums do 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.

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

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

A. DEFINITIONS

Page 5 – 7 of the Information Memorandum

1. The definition of “Sophisticated Investors” under Section 1 “Definitions” is hereby deleted and replaced with the following:

Sophisticated Investor(s)	Means any person who comes within any of the categories of investors set out in Part 1, Schedule 6 & 7 of the CMSA, or any categories of investors as may be defined by the SC from time to time and shall include any amendments and revisions contained herein or made pursuant thereto.
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2. The definition of “Special Resolution” is hereby inserted under this section:

Special Resolution	Means a resolution passed by a majority of not less than three-fourths of the Unit Holders present and voting at the meeting in person or by proxy. For the purposes of terminating the Fund or a Class of the Fund, “Special Resolution” is passed by a majority in number holding not less than three-fourths of the value of the votes cast by the Unit Holders present and voting at the meeting in person or by proxy.
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B. CORPORATE DIRECTORY

Page 8 of the Information Memorandum

The details of HSBC (Malaysia) Trustee Berhad and its delegate are hereby deleted and replaced with the following:

TRUSTEE

HSBC (Malaysia) Trustee Berhad

Registration number: 193701000084 (001281-T)

Registered Office/Business Office

Level 19, Menara IQ,
Lingkaran TRX,
55188 Tun Razak Exchange,
Kuala Lumpur, Malaysia
Tel: (603) 2075 7800
Fax: (603) 8894 2611

TRUSTEE'S DELEGATE (CUSTODIAN)

For foreign assets

The Hongkong and Shanghai Banking Corporation Limited

Registered Office/Business Office

6/F, Tower 1,
HSBC Centre,
1 Sham Mong Road, Hong Kong
Tel: (852) 2288 1111

For local assets

The Hongkong and Shanghai Banking Corporation Limited (As Custodian) and assets held through HSBC Nominees (Tempatan) Sdn Bhd

Registration number: 199301004117 (258854-D)

Registered Office/Business Office

Level 21, Menara IQ,
Lingkaran TRX,
55188 Tun Razak Exchange,
Kuala Lumpur, Malaysia
Tel: (603) 2075 3000
Fax: (603) 8894 2588

The Hongkong and Shanghai Banking Corporation Limited (As Custodian) and assets held through HSBC Bank Malaysia Berhad

Registration number: 198401015221 (127776-V)

Registered Office/Business Office

Level 21, Menara IQ,
Lingkaran TRX,
55188 Tun Razak Exchange,
Kuala Lumpur, Malaysia
Tel: (603) 2075 3000
Fax: (603) 8894 2588

C. INFORMATION ON ALLIANZ GLOBAL INVESTORS FUND – ALLIANZ INCOME AND GROWTH (THE TARGET FUND)

Page 12 – 13 of the Information Memorandum

1. The following information on Target Fund is hereby updated to be read as follows:

Name of Target Fund	Allianz Income and Growth
Regulatory Authority	Commission de Surveillance du Secteur Financier (CSSF)
Management Company	Allianz Global Investors GmbH
Investment Manager of the Target Fund	Voya Investment Management Co. LLC
Domicile	Luxembourg
Date of Establishment	16 October 2012
Name of Share Class	AM (USD)
Base Currency of the Target Fund	USD

2. The disclosure under Section 4.3 “Investment Managers” is hereby deleted and replaced with the following:

4.3 Investment Manager

The Management Company has delegated to Voya Investment Management Co. LLC (“Investment Manager”) as the investment manager of the Target Fund. The Investment Manager will manage the day-to-day business of the Target Fund (under the supervision, control and responsibility of the Management Company) and provide other related services.

Voya Investment Management Co. LLC (“Voya IM”) is a limited liability company domiciled in the United States with its principal place of business at 230 Park Avenue, New York, NY 10169, United States. Voya IM is registered as an

investment adviser under the U.S. Investment Advisers Act of 1940, and is authorised to provide investment management services, regulated by the United States Securities and Exchange Commission. Voya IM has been managing collective investment schemes and discretionary funds since 1972.

D. TRANSACTION INFORMATION

Page 33 – 36 of the Information Memorandum

The disclosures for “Step 2 Forms to be completed and documents required”, “Confirmation of an application” and “Miscellaneous application information” under Section 7.3 “Making an Investment” are hereby deleted and replaced with the following:

Step 2 Forms To Be Completed and Documents Required	<p><u>For initial investment:</u></p> <ol style="list-style-type: none"> (1) A full set of account opening form; (2) Proof of payment; (3) Suitability assessment form; (4) Personal Data Protection Act consent form (if applicable); (5) FATCA and CRS documentation: <ol style="list-style-type: none"> a) Self-certification by individual/entity; b) W-8BEN/W-8BEN-E Form (if applicable); and c) W-9 Form (if applicable); and (6) Additional documents requested by the Manager (if applicable). <p><i>Individual investor/jointholder</i></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><i>Non-individual / corporate investors</i></p> <ol style="list-style-type: none"> (1) Copy of NRIC/passport of all authorised signatory(ies); (2) Copy of NRIC/passport of directors/shareholders/partners; (3) A certified true copy of the Memorandum and Articles of Association, business registration documents, certificate of registration or its equivalent; (4) A certified true copy of Form 24 and 49 or its equivalent; (5) An original/extract copy of a board resolution approving investments in the Fund or its equivalent; (6) List of authorised personnel to effect any instructions pertaining to the Fund if the list of authorised personnel is not mentioned in the board resolution or its equivalent; (7) A copy of the latest audited financial statement of accounts; (8) Any other approvals required from relevant authorities; and (9) Any other documents requested by the Manager. <p><u>For additional investment:</u></p> <ol style="list-style-type: none"> (1) Transaction form or letter of instruction (for non-individual or corporate investors only); and (2) Proof of payment.
Confirmation of an Application	You shall be issued a transaction advice within two (2) weeks of processing your application. No certificates are issued. Instead your details are entered into the register of Unit Holders, which is kept at our head office and can be inspected during business hours.
Miscellaneous Application Information	You will be responsible for all losses and expenses of the Fund in the event of any failure to make payments according to the procedures outlined in this Information Memorandum. Such losses and expenses shall be deducted by the Manager from your account with us. We reserve the right to reject any application. We also reserve the right to change or discontinue any of our application procedures.

Page 36 – 37 of the Information Memorandum

The disclosure for “Access to money” under Section 7.4 “Making Redemptions” is hereby deleted and replaced with “Submission of Redemption Request/Cut-off Time”; and the disclosure for “Payment of Redemption Proceeds” is hereby inserted under this section:

Submission of Redemption Request/ Cut-off Time	<p>Redemption request can be made on any Business Day by completing the transaction form or letter of instructions.</p> <ul style="list-style-type: none"> • If a redemption request 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 of the same Business Day. • If a redemption request with complete documentation is accepted by the Manager or our appointed distributors after 4.00 p.m. on a Business Day or on a non-Business Day, it will be processed at the closing NAV per unit of the next Business Day. <p><i>Notes:</i></p> <ul style="list-style-type: none"> • <i>The Manager reserves the right to reject any application that is unclear, incomplete and/or not accompanied by the required documents. Incomplete applications will not be processed until all the necessary information has been received.</i> • <i>You should note that different distributors may have different cut off times in respect of receiving redemption request. You are advised to contact the relevant distributors to obtain further information and should check with the relevant distributors on their cut off time in respect of receiving redemption request.</i>
Payment of Redemption Proceeds	<p>Within fourteen (14) calendar days of receiving the redemption request with complete documentation.</p>

Page 38 – 40 of the Information Memorandum

1. The fourth and fifth paragraph of the “Customer Identification Program” under Section 7.7 “Other Relevant Information when Making an Investment” is hereby deleted and replaced with the following:

We and/or our appointed distributors also reserve the right to request additional information including the source of the funds, source of wealth, net worth, annual income 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/profit 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.

2. The disclosure on “Anti-Money Laundering (“AML”)/KYC Obligation on distributor” under Section 7.7 “Other Relevant Information when Making an Investment” is hereby deleted and replaced with the following:

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 the release of your particulars and details of ultimate beneficiaries / ultimate beneficial 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.

3. The disclosure under section “Rebates and Commission” is hereby deleted and replaced with the following:

Rebates and Soft Commission

We do not retain any rebates from, or share in any commission with any broker or dealer in consideration for dealings in a fund’s assets. In line thereto, any rebate or shared commission is directed to the account of the fund concerned, and is subject to prevailing regulatory requirements by the SC.

E. THE MANAGEMENT COMPANY

Page 41 of the Information Memorandum

The profile of Wong Yew Joe under Section 8.3 “Designated Fund Manager” is hereby deleted and replaced with the following:

Wong Yew Joe

Wong Yew Joe is the designated person responsible for the fund management function of the Fund. He is the Chief Investment Officer of AFM overseeing investments in the firm. He has more than twenty (20) years of experience in financial services and funds management. Over this tenure, his roles covered investment analysis, trading and portfolio management. He also played a key role in product development, business development and managing client relationships.

Yew Joe first joined the Funds Management Division in 2006 as a fund manager. His last post was the Head of Fixed Income and oversaw investments in Islamic fixed income instruments and other related instruments. He holds a Bachelor of Commerce (Accounting and Finance) from the University of Southern Queensland, Australia. He also holds a Capital Markets Services Representative’s License for the regulated activity of fund management.

F. THE TRUSTEE

Page 42 – 43 of the Information Memorandum

The disclosure under Section 9.5 “Trustee’s Delegate” is hereby deleted and replaced with the following:

The Trustee has appointed The Hongkong and Shanghai Banking Corporation Ltd as the custodian of both the local and foreign assets of the Fund. For quoted and unquoted local investments of the Fund, the assets of the Fund are held through HSBC Bank Malaysia Berhad and/or HSBC Nominees (Tempatan) Sdn Bhd. The Hongkong and Shanghai Banking Corporation Ltd is a wholly owned subsidiary of HSBC Holdings Plc, the holding company of the HSBC Group. The custodian’s comprehensive custody and clearing services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate events processing. All investments are registered in the name of the Trustee or to the order of the Trustee. The custodian acts only in accordance with instructions from the Trustee.

The Trustee shall be responsible for the acts and omissions of its delegate as though they were its own acts and omissions.

However, the Trustee is not liable for the acts, omissions or failure of any third-party depository including central securities depositories or clearing and/or settlement systems in any circumstances.

Particulars of the Trustee’s Delegate for the Fund

For foreign assets:

The Hongkong and Shanghai Banking Corporation Limited
6/F, Tower 1,
HSBC Centre,
1 Sham Mong Road, Hong Kong
Tel: (852) 2288 1111

THIS FIRST SUPPLEMENTARY INFORMATION MEMORANDUM HAS TO BE READ IN CONJUNCTION WITH THE INFORMATION MEMORANDUM FOR INCOME AND GROWTH FUND

For local assets:

The Hongkong and Shanghai Banking Corporation Limited (As Custodian) and assets held through HSBC Nominees (Tempatan) Sdn Bhd
Registration number: 199301004117 (258854-D)
Level 21, Menara IQ,
Lingkaran TRX,
55188 Tun Razak Exchange,
Tel: (603) 2075 3000 Fax: (603) 8894 2588

The Hongkong and Shanghai Banking Corporation Limited (As Custodian) and assets held through HSBC Bank Malaysia Berhad
Registration number: 198401015221 (127776-V)
Level 21, Menara IQ,
Lingkaran TRX,
55188 Tun Razak Exchange,
Kuala Lumpur, Malaysia
Tel: (603) 2075 3000 Fax: (603) 8894 2588

G. RELATED PARTY TRANSACTIONS OR CONFLICT OF INTEREST

Page 50 of the Information Memorandum

The disclosure under Section 11 "Related Party Transactions or Conflict of Interest" is hereby deleted 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 an 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, 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 the Personal Account Dealing Policy and the Management of Conflict of Interest Policy. Further, the abovementioned shall make disclosure of their holding of directorship and interest in any company.

To the best of 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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