



TNI BLUE CHIP UAE FUND

Private and Confidential - February 02, 2005 (updated on March, 2006, September, 2010, July 2012, February 2015, September 2015, November 2016 and May 2017.

Private Placement Memorandum

An open-ended investment trust fund established in the United Arab Emirates, as recognized by resolution No. 164//8/94 of the Board of Directors of the UAE Central Bank. The Fund is registered with Securities and Commodities Authority of the UAE .

Initial offering for units of the Fund shall be made at a subscription price of AED 10.00 each and subsequent offerings will be at the Net Asset Value per Unit prevailing on the relevant Dealing Day. Subsequent offerings shall be in AED throughout the life of the Fund and, in addition, from the USD Date, we will receive subscriptions in USD.

Placing Agent and Fund Manager

The National Investor

This document is provided by The National Investor, in its capacity as Placing Agent and Fund Manager of TNI BLUE CHIP UAE FUND. This is a revised re-print of the final version of the Private Placement Memorandum, which was reviewed and approved by the UAE Central Bank (reference No. 13/409/2005 dated February 02, 2005). Any investment in the Fund will be solely based on this final version of the Private Placement Memorandum and not on any other document.

Units of the Fund are not deposits or obligations of, or otherwise guaranteed by, any bank and are not insured by any other governmental agency. Investing in Units of the Fund involves risks, which are described in the "Investment Considerations" section of this Memorandum.

STATEMENT OF RESPONSIBILITY

This Private Placement Memorandum (hereinafter "Memorandum") is delivered to you on a confidential basis by The National Investor (hereinafter "NI" or "Fund Manager"), for the sole purpose of providing the terms and conditions of an investment in TNI BLUE CHIP UAE FUND (hereinafter "Fund"). Initial offering for units of the Fund shall be made at a subscription price of AED 10.00 each and subsequent offering will be at the Net Asset Value per unit prevailing on the relevant Dealing Day (hereinafter "Units"). Such subsequent offering shall be in AED throughout the life of the Fund and in addition, from the USD Date, in USD. Prospective investors should carefully review this Memorandum and the Supplements attached hereto before deciding whether or not to invest in Units of the Fund, and are strongly recommended to note the considerations set out under "Investment Considerations" herein.

This Memorandum has been prepared for the purpose of providing the necessary information to enable investors to decide whether or not to invest in the Fund subject to the terms and conditions described hereunder. The Fund is an open-ended investment trust fund, established by the Fund Manager in accordance with the provisions of Resolution No. 164/8/94 of the Board of Directors of the UAE Central Bank, and pursuant to approval granted by the Central Bank of the UAE reference No.13/409/2005 dated February 02, 2005. The Fund is registered with Securities and Commodities Authority of the UAE.

The Fund is not an independent legal entity but a collective investment vehicle consisting of a portfolio of assets held by the Fund Manager, directly or through nominees, for the collective benefit of Investors, and managed by the Fund Manager on a discretionary basis in accordance with the provisions of this Memorandum and the Management Agreement and Application Form supplemented hereto. Investments in Units of the Fund are therefore suitable for passive investment purposes only.

This Memorandum shall be sent to prospective investors, and might be accompanied by additional reports, press releases and articles, estimates and forecasts, and other related documents. Any investment in the Units will be solely based on the present, most recent Memorandum and not on any other document.

Units of the Fund may increase in value as well as decrease. Moreover, past performance of the Fund Manager is not a guarantee of its future performance. The Fund Manager therefore cannot and does not guarantee the performance of the Fund. Prospective investors should carefully note the considerations set out under "Investment Considerations" herein.

To the best of the Fund Manager's knowledge or belief (it having taken all reasonable care to ensure that such is the case), the information contained in this Memorandum are true and accurate in all material respects and there are no other material facts the omission of which would make misleading any statement in this Memorandum. Certain information contained herein has been obtained from sources perceived to be reliable. Neither the Fund Manager nor any other person assumes any responsibility for the accuracy or completeness of such information.

Investors must rely on their own examination of the legal, taxation or investment matters and other consequences of an investment in the Units, including the merits of investing and the risks involved. Investors should not treat the contents of this Memorandum as advice relating to legal, taxation or investment matters and are advised to consult their own professional advisers, stockbrokers, bank managers, legal counsellors, and accountants concerning the purchasing, holding or disposal of the Units.

Before acquiring Units in the Fund, prospective investors should ensure that they have reviewed this Memorandum including the Management Agreement and Application Form attached hereto by way of Supplement. Executing the Management Agreement and Application Form to acquire Units in the Fund requires that prospective investors undertake to accept all the provisions of the Fund's Memorandum.

All statements of opinion and views contained in this Memorandum represent the Fund Manager's own assessment and interpretation of information available to it as at the date of this Memorandum. No assurance is given that such statements and views are correct. Investors must determine for themselves what reliance, if any, they should place on such statements and views and the Fund Manager accepts no

responsibility in respect thereof. The delivery of this Memorandum shall not under any circumstances imply that there has been no change in the affairs of the Fund Manager or the Fund since the date hereof, or that information herein is correct as of any time subsequent to its date.

The offering of Units of the Fund (hereinafter "the Offering") have been authorized by the UAE Central Bank pursuant to approval granted by the Central Bank of the UAE reference No.13/409/2005 dated February 02, 2005. The Fund is registered with Securities and Commodities Authority of the UAE. "However, the Units have not been approved or disapproved by any other regulatory authority in any other jurisdiction, nor has the Fund or the Units been registered with any authority in any other jurisdiction, and no such registration is anticipated."

Distribution and Selling Restrictions

This Memorandum may not be used for the purposes of an offer of Units of the Fund to any person in any jurisdiction in which such an offer is not authorized or in which the person endeavoring to make such an offer or invitation is not qualified to do so or to any person to whom it is unlawful to make such an offer. It is the responsibility of Investors to satisfy themselves as to full compliance with the relevant laws and regulations of any territory in connection with any subscription to the Units of the Fund.

Subscriptions from countries outside the UAE will be accepted subject to compliance with the regulations in those jurisdictions concerning marketing of foreign funds.

Dubai International Financial Centre:

This Memorandum relates to the Fund which is not subject to any form or regulation or approval by the Dubai Financial Services Authority ("DFSA"). This Memorandum is intended for distribution only to persons of a type specified in the DFSA's rules (i.e. "Professional Investors") and must not, therefore, be delivered to, or relied on by, any other type of person. The DFSA has no responsibility for reviewing or verifying the Memorandum or other documents in connection with this Fund. Accordingly, the DFSA has not approved this Memorandum or any other associated documents nor taken any steps to verify the information set out in this Memorandum, and has no responsibility for it, the Units to which this Prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective Unit Holders of the Units offered should conduct their own due diligence on the Unit. If you do not understand the contents of this document you should consult an authorized financial adviser.

United Kingdom

If the Fund determines that it wishes to become a recognised scheme in the United Kingdom, it will notify the Financial Services Authority in the United Kingdom pursuant to section 264 of the Financial Services and Markets Act 2000 ("FSMA"). In the event of such notification being made, subject to the Financial Services Authority not making a notification pursuant to section 264 of the FSMA, the Fund expects that it will become a recognised scheme about two months after the notification to the Financial Services Authority. Once the Fund is a recognised scheme, the promotion of the Fund in the United Kingdom by persons authorised to conduct investment business in the United Kingdom under the FSMA ("authorised persons") will not be subject to restrictions contained in section 238 of the FSMA (referred to below).

From the date of this Memorandum until such time as the Fund becomes a recognised scheme under the FSMA, the Fund will be an unregulated collective investment scheme for the purposes of the FSMA. As such its promotion by authorised persons in the United Kingdom is restricted by section 238 of the FSMA and may only be undertaken by an authorised person in compliance with the provisions of section 238 of the FSMA and the regulations made thereunder. In addition, until such time as the Fund receives recognition as a recognised scheme under section 264 of the FSMA, and the contents of this document have been approved by an authorised person, this document may not be issued in the United Kingdom by a person who is not an authorised person, or caused to be so issued by such a person, except in accordance with the provisions of section 21 of the FSMA and the regulations made thereunder. Persons distributing this Memorandum in form or into the United Kingdom must satisfy themselves that it is lawful to do so. This Memorandum is for distribution in the United Kingdom only to persons to whom it may lawfully be communicated under the FSMA and related legislation and rules ("Regulations" and "Relevant Person"). This is directed only at persons in the United

Kingdom who are Relevant Persons and must not be distributed to, acted on or relied on by persons who are not Relevant Persons. Transmission of this Memorandum to any other person in the United Kingdom is unauthorised and may contravene the Regulations. Any investment or investment activity to which this Memorandum relates is available only to Relevant Persons and will be engaged in only with Relevant Persons.

As against the Fund and any overseas agent thereof who is not a person authorised to carry on investment business in the United Kingdom, a United Kingdom investor will not benefit from most of the protections afforded by the United Kingdom regulatory system, and in particular will not benefit from rights under the United Kingdom Financial Services Compensation Scheme or access to the United Kingdom Financial Ombudsman Service which are designed to protect investors as described in the FSMA and the rules of the Financial Services Authority.

US REGULATORY MATTERS

THE UNITS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE U.S., AND MAY NOT BE OFFERED OR SOLD TO OR FOR THE ACCOUNT OF A U.S. PERSON. THE FUND IS AVAILABLE ONLY TO INVESTORS WHO ARE NOT "U.S. PERSONS" AS DEFINED HEREIN. A U.S. PERSON INCLUDES U.S. CITIZENS, RESIDENTS AND ENTITIES. THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT BE DELIVERED IN THE U.S., ITS TERRITORIES OR POSSESSIONS, TO ANY PROSPECTIVE INVESTOR. NO PERSON (WHETHER OR NOT A U.S. PERSON) MAY ORIGINATE A PURCHASE ORDER FOR UNITS FROM WITHIN THE U.S.

NOTWITHSTANDING THE FOREGOING, UNITS OF THE FUND MAY BE PLACED WITH OR SOLD TO A LIMITED NUMBER OF SOPHISTICATED INSTITUTIONAL INVESTORS WHO ARE IN THE UNITED STATES OR WHO ARE U.S. PERSONS, PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT OR IN CIRCUMSTANCES WHICH DO NOT CAUSE THE FUND TO BE REQUIRED TO REGISTER UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940 OR CAUSE ANY INVESTMENT ADVISER TO BECOME SUBJECT TO THE U.S. INVESTMENT ADVISERS ACT OF 1940.

NEITHER THE NATIONAL INVESTOR NOR THE FUND HAS BEEN, OR WILL BE, REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940 ("INVESTMENT COMPANY ACT"). TO THE EXTENT THAT THE NATIONAL INVESTOR AND THE FUND ARE NOT REGISTERED UNDER THE INVESTMENT COMPANY ACT, THE PROTECTIONS OF THE ACT WILL NOT BE AFFORDED TO UNIT HOLDERS.

THE NATIONAL INVESTOR IS NOT REGISTERED AS AN INVESTMENT ADVISER UNDER THE INVESTMENT ADVISORS ACT OF 1940 ("ADVISERS ACT"). THE NATIONAL INVESTOR MAY BECOME REGISTERED UNDER THE ADVISER'S ACT AS AN EXEMPT REPORTING ADVISER. TO THE EXTENT THE NATIONAL INVESTOR IS NOT REGISTERED, OR REGISTERED AS AN EXEMPT REPORTING ADVISER, UNIT HOLDERS WILL NOT BE AFFORDED THE PROTECTIONS OF THE ADVISERS ACT.

SUBSCRIPTION AND SALE: The Units have not been, and will not be registered under the Securities Act of 1933, as amended, and have not been registered or qualified under any state securities law of the U.S. and may not be offered or sold within the US except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and similar requirements of state laws. Any Units offered shall be pursuant to a private placement transaction exempt from the registration requirements of the Securities Act pursuant to Section 4(2) of that Act and Regulation D there under. The National Investor reserves the right to require redemption of Units by a Unit Holder who becomes a U.S. Person and does not qualify as a U.S. accredited investor. In applying for Units, U.S. persons will be required to give certifications as to, among other things, their status as accredited investors.

Units will be offered and sold in a manner intended to preclude subjecting The National Investor and/or the Fund to registration under the Investment Company Act. Based on interpretations of the Investment Company Act by the SEC, a fund may be required to register under that act if at any time the Units are beneficially owned by more than 100 U.S. Persons. The National Investor will not knowingly permit the number of Unit Holders in the Fund to exceed 99 U.S. persons. If the Units could be deemed to be owned by more than 99 U.S. Persons, The National Investor reserves the right to require redemption of Units as will be required to reduce to 99 the number of U.S. Persons beneficially owning such Units of the Fund.

The procedure for determining which Units will be redeemed in any particular case is at the discretion of The National Investor. In no event will The National Investor be liable to any Unit Holder for any consequences of exercising any discretion or making any determination in good faith with respect to such redemption.

U.S. TAX CONSIDERATIONS: This Memorandum does not address the U.S. tax consequences of the acquisition, ownership and disposition of Units in the Fund by a U.S. Person, nor does it address the tax considerations that may be relevant to all categories of potential purchasers, some of which may be subject to special rules. Prospective investors should consult their own tax advisers regarding applicable tax laws.

Other than as set out above, no representation made or information given in connection with an investment in the Units may be relied upon as having been made or given with the authority of the Fund Manager, and no responsibility is accepted by the Fund Manager, its subsidiaries or associates or any of its directors, officers, employees or agents, in respect thereof. Any reproduction or distribution of this Memorandum, in whole or in part, and any disclosure of its contents or use of any information herein for any purpose other than considering an investment in the Fund is prohibited, except to the extent such information is otherwise publicly available. Each Investor, by accepting delivery of this Memorandum, agrees to the foregoing.

The Units are subject to restrictions on transferability. Direct or indirect sale or transfer of Units is expressly prohibited except with the approval of the Fund Manager in its sole discretion. The Fund Manager may require applicants for subscription or transfer of Units to provide appropriate representations, warranties and agreements as a condition thereof.

The attention of prospective investors is drawn to the fact that the Units of the Fund are of a long-term nature and are not quoted or dealt in on any official exchange. Such investments may be difficult to value and are likely to involve an above the average level of risk. Similarly, there is no available public market for the Units of the Fund. However, the Fund Manager may contemplate the eventual listing of the Units on a licensed securities exchange in the UAE, but no assurance is given that the Units will be so listed at any time, and the Fund Manager makes no undertaking that such Units will be so listed.

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DIRECTORY

Placing Agent and Fund Manager

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Receiving Bank

Arab Bank for Investment and
Foreign Trade (Al Masraf)
P.O. Box: 2484, Abu Dhabi, U.A.E
Switch Board: +971 2 5889300
Fax: +971 2 6783767

Legal Counsellor

Al Tamimi & Company
Dubai International Financial Centre (DIFC) branch
P.O Box: 9275, Dubai
Switch Board: +971 4 3641641
Fax: +9713641777

Administrator

Apex Fund Services Ltd – Abu Dhabi
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Salam HQ, Salam Street
PO Box 27925
Abu Dhabi
United Arab Emirates
Tel: +971 2 672 6327
Fax: +971 2 672 6328
Email: tni@apexfunddubai.ae

Auditors

KPMG Gulf Limited
Level 19, Nation Tower 2
PO Box 7613, Abu Dhabi Corniche, United Arab Emirates
Switch Board: +971 2 4014800
Fax: + 971 2 6327612

Custodian

Deutsche Securities and Services (a
branch of Deutsche Bank AG)
Emirates Towers, 27th Floor
PO Box 504902
Dubai, United Arab Emirates

The Fund

TNI BLUE CHIP UAE FUND, an open-ended investment trust fund established by The National Investor and licensed by the UAE Central Bank pursuant to approval granted by the Central Bank of the UAE reference No.13/409/2005 dated February 02, 2005. The Fund is registered with Securities and Commodities Authority of the UAE.

The Fund Manager is The National Investor (TNI), a leading UAE-based investment company. Through the Fund, TNI is providing investors with access to: a) a professional asset management approach backed by a strong research capability; b) a professional portfolio monitoring approach thanks to integrated front-to-back applications adapted to regional equities; c) extensive Portfolio management experience in the UAE and other GCC member-countries.

The Fund is a trading fund and does not intend to actively manage the businesses behind its investments. The Fund is a UAE focused fund and invests in equities traded on other GCC stock markets subject to Investment Universe guidelines.

Characteristics and Advantages of the Fund

The principal characteristics and the advantages of the Fund are as follows:

- The Fund is targeting long term capital appreciation and dividend return. Therefore, the asset allocation shall be mainly based on fundamental analysis.
- The Fund shall seek substantial gains through investing in successful IPO's and Pre IPO opportunities.
- The Fund is an equity trading fund and shall seek highly liquid investments, allowing – daily redemptions.
- The Fund provides investors with access to professional investment management and portfolio monitoring.
- The Fund is governed by a structured investment process monitored by an Investment Committee. The Benchmark is set up by an independent provider to define the investable universe based on the market capitalization, liquidity and sector diversification.
- The continuous monitoring of the portfolio is conducted via daily Benchmark deviation reports, weekly sector and geographical deviations, significant risk indicators such as tracking error and information ratio.
- Compliance with the investment guidelines defined in the Memorandum and established by the Investment Committee are ensured via built in pre-trade post-trade compliance system integrated with Order Management System.
- System generated factsheet is distributed to Unit Holders on periodic official NAV dates.

Investment Process

- The investment universe is analyzed in a two-pronged approach including stock scoring based on sector-specific benchmark and ratios evaluating a company's performance in key areas of financial analysis. Detailed valuation on a selected group of stocks is undertaken using conventional valuation methodologies to reach a recommended list.
- The recommended list is forwarded to the investment management team which decides on the final percentage weightings, keeping in mind the maximum deviation guidelines and holding restrictions.
- The final portfolio is discussed in the Investment Committee where top/down and macro views are provided and a final portfolio construction is decided.
- The portfolio management team will be responsible for continuous monitoring of the portfolio based on guidelines determined by the Investment Committee and the Memorandum.
- The risk management team shall be responsible for the generation of performance statistics and feedbacks on the portfolio behavior

DEFINED TERMS

In this Memorandum, the terms and expressions listed below have the meanings set out opposite them, except when the context requires otherwise:

AED or Dirhams	United Arab Emirates Dirhams.
Administrator	Apex Fund Services Ltd –Abu Dhabi branch Office 704 Salam HQ, Salam Street, PO Box 27925, Abu Dhabi - United Arab Emirates Tel: +971 2 672 6327 - Fax: +971 2 672 6328
Agreement	Management Agreement and Application Form (see: Supplement 1 in this Memorandum).
Auditors	KPMG, PO Box 7613-, Abu Dhabi, UAE.
Base Currency of the Fund	United Arab Emirates Dirhams and a reference to Dirhams or AED shall mean the lawful currency of the UAE.
Benchmark	means S&P UAE Domestic Index 10% Capped, calculated by S&P Index Services.
Business Day	any day which is not a Friday or Saturday, or a day on which UAE Banking institutions are authorized or obliged by UAE law or regulation to be closed, or such other day as the Fund Manager may adopt from time to time.
Calendar	the Gregorian calendar.
Class A Unit	a Unit issued in the Fund denominated in Dirhams.
Class A Unit Holder	a holder of a Class A Unit.
Class B Unit	a Unit issued in the Fund subscribed for in USD but denominated in AED in accordance with the terms of this Memorandum.
Class B Unit Holder	a holder of a Class B Unit.
Competent Authority	Securities and Commodities Authority of the UAE (SCA).
Conversion Method	Currency conversions for the purpose of Subscription and Redemption shall be effected at the rate quoted by the bankers for the Fund for the purchase of the relevant currency on the relevant day.
Custodian	TNI has appointed Deutsche Securities and Services, a branch of Deutsche Bank AG to act as Custodian for holdings held in the name of the Fund.
Dealing Day	means every Business Day or any subsequent day in the event a Business Day is a public holiday.
Equalisation Credit	means the amount calculated in accordance with the section entitled "Equalisation".
Financial Year	Commences on the 1st of January and ends on the 31st of December.
First Closing Date	The close of business on the final day of the Initial Offering Period.
Fund	The TNI BLUE CHIP UAE FUND, an open-ended investment trust fund established by The National Investor and licensed by the UAE Central Bank pursuant to approval granted by the Central Bank of the UAE reference No.13/409/2005 dated February 02, 2005. The Fund is registered with Securities and Commodities Authority of the UAE.

Fund Manager	The National Investor, TNI Tower – 24th Floor, Sky Tower, Al Reem Island, PO Box 47435 Abu Dhabi, United Arab Emirates.
GCC	The Arabian Gulf Cooperation Council, including the member countries thereof, being Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and the UAE.
GCC National	A person holding a passport or national identity card of any of GCC member countries, and business entities incorporated, established or registered in GCC countries and wholly owned, directly or indirectly, by such persons.
Government	The Federal Government of the United Arab Emirates and/or the Government of an individual Emirate, where the context so requires.
Investor	An investor in the Fund, being a record owner of Units in the Fund.
IPO	Initial Public Offering.
Minimum Subscription	During the Initial Offering Period, the minimum subscription amount per Unit Holder is 500,000 (five hundred thousand) Units equal to AED 5,000,000 (five million) with additional investments in multiples of 50,000 (fifty thousand) Units totaling AED 500,000 (five hundred thousand). Subsequent to the Initial Offering Period, the minimum subscription per Unit Holder for Class A Units is AED 350,000 (Three hundred fifty thousand UAE Dirhams), with additional investments in multiples of AED 35,000 (Thirty five thousand UAE Dirhams). Additional subscriptions for Class A Units (for existing Unit Holders) will be accepted in increments of AED 35,000 (Thirty five thousand UAE Dirhams). Following the USD Date, the minimum subscription per Unit Holder for Class B Units is US\$ 100,000 (One Hundred thousand US Dollars), with additional investments in multiples of USD 10,000 (ten thousand US Dollars). Additional subscriptions for Class B Units (for existing Unit Holders) will be accepted in increments of USD 10,000 (ten thousand US Dollars). However, the Fund Manager may, in its discretion, elect to accept subscriptions for lower amounts of Units. There is no limit to the number of Units or amounts that may be accepted for Subscription at any point in time. The subscription monies for Class B Units will be converted to AED using the Conversion Method on the relevant Dealing Day and Units will be allocated based on the AED equivalent of the USD received and the relevant NAV per Unit.
Memorandum	or Private Placement Memorandum, being the present document.
Minor	Persons under the age of twenty one (21) Gregorian years.
NAV or Net Asset Value	<p>The Net Asset Value of the Fund (which shall be expressed in AED and in addition, from the USD Date, in USD also) will be determined by or at the direction of the Administrator at the close of each Valuation Day, in accordance with the provisions of this Memorandum and generally accepted accounting principles, and subject to the following:</p> <p>a) The Net Asset Value of the Fund means total assets less total liabilities of the Fund, and includes the market value of all assets comprised in the Fund (including without limitation, cash and cash equivalents, accrued interest and the market value of all open positions and other assets maintained by the Fund) less all accrued contingent and other</p>

liabilities of the Fund (including without limitation accrued management, performance, transaction and professional fees).

- b) Securities and assets held by the Fund and quoted on a stock exchange, and/or traded OTC, are valued at their closing price. Securities and other assets of the Fund for which market quotations are not available will be valued initially at cost and thereafter with any reduction or increase in value (as the case may be) as the Fund Manager shall in its discretion deem appropriate to reach fair value, taking into consideration the prices at which recent comparable capital issues or trade sales between third parties are known to the Fund Manager to have taken place.
- c) The Management Fee shall accrue daily and be payable monthly in arrears based on NAV prevailing on the Valuation Date, Custodian Fee shall accrue - daily and be payable monthly in arrears on the basis of the Fund's NAVBF on the Valuation Day. The Performance Fee, if applicable, shall accrue daily and be payable semiannually in arrears based on the NAV prevailing on the Valuation Day.
- d) Where no method of calculation is stated, or where, in the opinion of the Fund Manager, the method of calculation is unfair or impractical, the Fund Manager shall use such method of calculation as it considers fair and reasonable and, otherwise, in accordance with generally accepted accounting principles.
- e) In addition to special valuation determinations related to illiquid securities, other special situations affecting the calculation of the NAV may arise from time to time. Investors should understand that these and other special situations involving uncertainties as to the valuation of portfolio positions could have a significant adverse impact on the Fund's NAV if the Fund Manager's judgment regarding the appropriate valuation should prove to be incorrect.
- f) The Net Asset Value will be calculated in Dirhams on each Valuation Day and then, for the purpose of reporting to the Class B Unit Holders only, converted to Dollars using the rate showing on the relevant screen page shown by Thomson Reuters, Bloomberg or any equivalent international market rate provider on the relevant day. All other NAV calculations (i.e. for use for subscription and redemption), shall be effected using the Conversion Method.

NAV per Unit or Net Asset Value per Unit means, as at a Valuation Day, the NAV expressed in AED divided by the number of Units issued as at that day and not redeemed. For the purposes of this calculation, the number of Units ascribed to a Class B Unit Holder following subscription for Class B Units shall be the number determined by the Fund Manager on the relevant Valuation Day using the Conversion Method. For the purposes of determining the Redemption Price for Class B Units, the NAV per Unit will be converted to USD using the Conversion Method

NAVBF The Net Asset Value of the Fund before management fees, being the Net Asset Value as otherwise defined herein, but prior to deduction of the currently accrued Management Fee, Custodian Fee and Performance Fee, if any. If necessary, for the purposes of this calculation, the

amount of any fees will be converted to USD using the same rate as applied to the NAV on that day.

NAVBPFF	The Net Asset Value of the Fund before the Performance Fee, being the Net Asset Value as otherwise defined herein, but prior to deduction of the currently accrued Performance Fee, if any. If necessary, for the purposes of this calculation, the amount of any fees will be converted to USD using the same rate as applied to the NAV on that day.
Non-National	Any person or entity who is not a UAE National.
Offering	The initial Offering by the Fund Manager on behalf of the Fund of 10,000,000 (ten million) Class A Units as described in this Memorandum.
OTC	Over-the-counter.
Performance Period	means semiannually.
Receiving Bank(s)	The Bank(s) named as the receiving bank(s) for subscriptions in the relevant currency in the Agreement (as amended or replaced from time to time).
Redemption Price	The redemption price for Units on the relevant Dealing Day shall be the NAV per Unit, less the Redemption Fee, on the preceding Valuation Day. If necessary, for the purposes of this calculation, the amount of any Redemption Fee will be converted to USD using the Conversion Method.
SPV	A special purpose vehicle, being any company or other entity or collective investment scheme through which an investment may be made for the account of the Fund, as described under "Investment Guidelines" herein.
Subscription	Subscription for Units of the Fund.
Subsequent Investments	The Fund will be open to receive subsequent investment(s) on any Business Day of each month subject to a notice period for subscription of two (2) Business Days prior to the Dealing Day. The consideration payable for any Subsequent Investment(s) in the Fund shall be equal to 1) the next reported Net Asset Value per Unit times the number of Units acquired (e.g. Subsequent Investment(s)) accepted two days prior to the Dealing Day will have a Net Asset Value per Unit as calculated on the following Valuation Day), plus 2) Subscription Fees. New Unit Holders for Class A Units will be subject to the requirement of acquiring a minimum of AED 350,000 (Three hundred fifty thousand UAE Dirhams), with additional investments in multiples of AED 35,000 (Thirty five thousand UAE Dirhams). Following the USD Date, the minimum subscription per new Unit Holder for Class B Units is [100,000 (one hundred thousand US Dollars)], with additional investments in multiples of [10,000 (ten thousand US Dollars) each. However, the Fund Manager may, in its discretion, elect to accept subscriptions to lower amounts of Subsequent Investment. There is no limit to the number of Units or amounts that may be accepted for Subscription at any point in time. The subscription monies for Class B Units will be converted to AED using the Conversion Method on the relevant Dealing Day and Units will be allocated based on the AED equivalent of the USD received and the relevant NAV per Unit.
UAE	United Arab Emirates.
UAE Markets	means the Abu Dhabi Stock Exchange (ADX), Dubai Financial Market (DFM), NASDAQ Dubai and any other

stock exchange that might open in the future in the UAE.

UAE National	A person holding a UAE passport or Nationality Identity Card and business entities incorporated, established or registered in the UAE and wholly owned, directly or indirectly, by such persons.
Unit(s)	A measure of the Fund's liability to the Unit Holder and shall comprise Class A Units and/or Class B Units, as applicable. All Units shall be held in registered form and the Fund will not issue certificates. Units will be registered for the account of each Unit Holder in a Unit Holders Registry located at the business offices of the Administrator.
Unit Holder	The holder of Units in the Fund as registered in Unit Holders Registry.
USA	United States of America.
USD or Dollars	United States Dollars.
USD Date	The date from which Subsequent Investments can be received in USD in addition to AED, being September 30, 2010.
Valuation Day	means every Business Day preceding the Dealing Day or any preceding Business Day in the event a Business Day is a public holiday.

SYNOPSIS OF THE PRINCIPAL TERMS

The following Synopsis of Principal Terms is qualified by and should be read in conjunction with the more detailed information provided in this Memorandum. See "Investment Considerations" for a discussion of certain risk factors related to this particular investment.

The Fund

The Fund is an open-ended investment trust fund established by the Fund Manager in accordance with the provisions of Resolution No. 164//8/94 of the Board of Directors of the UAE Central Bank and pursuant to approval granted by the Central Bank of the UAE reference No.13/409/2005 dated February 02, 2005. The Fund is registered with Securities and Commodities Authority of the UAE. The Fund is not an independent legal entity but a collective investment vehicle consisting of a portfolio of assets held by the Fund Manager, for the collective benefit of Investors, and managed by the Fund Manager on a discretionary basis in accordance with the provisions of this Memorandum.

The Units

Participations of Investors in the Fund will be designated in Units of an equal value of AED 10 (ten) each. Units will be registered in the Unit Holders Registry held by the Administrator. No certificates will be issued in respect of the purchase of Units. The Administrator will acknowledge and confirm investments in the Fund by mailing to the Investor the Acceptance of Subscription, a copy of which is supplemented to this Memorandum.

The Fund Manager intends to accept subscriptions for up to a total of 10,000,000 (ten million) Class A Units during the Initial Offering Period. However, the Fund Manager may, in its discretion, elect to accept subscriptions to additional Units either on the First Closing Date or in the future, including Class B Units following the USD Date, and there is no limit to the number of Units that may be issued at any point in time.

Class A Units and Class B Units shall have the same rights except that subscription requests may be made in USD by potential Class B Unit Holders and dividend and redemption proceeds will be paid in USD to Class B Unit Holders. Upon receipt of subscription proceeds in USD from a Class B Unit Holder, the subscription proceeds will be converted into AED as the Base Currency of the Fund using the Conversion Method for the purposes of investment and will be commingled with the investments of Class A Unit Holders and other Class B Unit Holders. NAV calculations will be prepared in AED and converted to USD using the method set out in the definition of NAV. All accounts and other records of the Fund will be held in the AED as the Base Currency of the Fund.

Investment Objective

The Fund aims to achieve long-term growth of capital through investing in UAE public listed companies, and to a lesser extent in other GCC member countries, that offer in the opinion of the Fund Manager, a potential for steady capital growth.

Investment Strategy and Process

The Fund will seek to achieve its investment objective by overweighting and underweighting the constituents of the Benchmark universe. The fundamental screening process determines outperformers/underperformers of the universe based on various valuation methodologies. Allocations will be based on fundamental research and will incorporate a bottom-up analytical approach with a top down macroeconomic overlay.

In the bottom-up approach, the Fund Manager will undertake a two-pronged quantitative screening process for the potential equity investments from the universe of stocks found in the Benchmark. The Fund Manager will undertake a quantitative screening based on fundamental, growth, profitability and risk ratios. Following the initial screening, a full due diligence check list is affected on the shortlisted companies including interviews with the management which comes at the last stage. The Fund Manager, therefore, will overweight and underweight stocks against the Benchmark. The final portfolio will be forwarded to the Investment Committee where macroeconomic/ Top Down overlay is affected.

The portfolio management works in close conjunction with the buy-side research team, which is responsible for issuing company-specific recommendations and undertaking stock valuation using different techniques. Initially, the portfolio management team forwards a "focus list" to the research team, which digs into the relevant details and employs the pertinent valuation methodologies to come up with a recommendation. The final recommendations are based on target prices deduced from various valuation methods including discounted cash flow, residual income, dividend discount model, implied multiples and comparable valuation.

Investment Universe

The Fund is a long only equity fund focused primarily on UAE public listed companies. The Fund can also invest to a much lesser extent in other GCC markets.

It is based on the following guidelines:

- The Fund shall primarily invest its assets in the UAE Markets.
- The Fund shall manage its cash allocation and invest in IPOs and pre-IPO/IPO subscriptions, other GCC equity markets and fixed income;
- Allocation to one issuer should not exceed 10 percent of the NAV at the time an investment is made, and should never exceed 12 percent of the NAV of the fund in all cases.

Fund Manager

The National Investor, a private joint stock company incorporated in the Emirate of company activities as per UAE Central Bank Resolution No. 164/8/94. The Fund Manager (which shall include its directors, officers, employees, and/or agents) manages the Fund's investments and is responsible for the overall management of the business affairs of the Fund, including trading and investing the Fund's assets for and on behalf of the Unit Holders.

Investment Committee

The Fund Manager shall designate an Investment Committee comprising of personnel from the investment management team of TNI Asset management. The Investment Committee may meet on a monthly basis, or as needed to decide on asset allocation to sectors and companies. The Investment Committee may also, in its sole discretion, waive or amend the Investment Restrictions contained herein.

Portfolio Management

The portfolio of assets held by the Fund shall be actively managed on a day-to-day basis by a team of portfolio managers at TNI, under the supervision and the guidance of the Investment Committee. The team shall be led by the Head of Asset Management.

Fund Size

The Fund is intended to reach an initial size of AED 100,000,000 (one-hundred million), which will be divided into 10,000,000 (ten million) Units with a nominal value of AED 10 (ten) per Unit. Over the course of the next few years, the Fund Manager intends to increase the Fund's assets through subsequent invitations to participate in the Fund.

If on the First Closing Date the aggregate amount received from Investors is less than AED 50,000,000 (fifty million) the Fund Manager may (a) elect not to proceed with the establishment of the Fund, in which case all amounts received from Investors will be returned, or (b) establish the Fund with less than AED 50,000,000 (fifty million).

Initial Offering Period

The Initial Offering Period commenced on the 3rd of March 2005, and ended on 3rd of April 2005.

Fund Structure

The Fund is an open-ended Fund. The life of the Fund is indefinite, subject to the right of the Fund Manager to terminate the Fund under certain circumstances by redeeming all outstanding Units.

NAV

The Net Asset Value in both AED and USD shall be calculated by the Administrator on a daily basis,, using the closing prices of the preceding Valuation Day.

Subsequent Investments

After the First Closing Date, Class A Units may be subscribed for in AED on each Dealing Day subject to a two (-2) business days' notice prior to the Dealing Day and in accordance with the procedures described herein and subject to the condition that the Administrator should be in possession of a fully completed Management Agreement and Application Form, and that subscription funds are cleared. On the USD Date, all Units in the Fund then issued and not redeemed shall be designated as Class A Units. After the USD Date, Class B Units may also be subscribed for in USD.

Subscription Price

On the First Closing Date, the subscription price is AED 10 (ten) per Class A Unit. After the First Closing Date, the Subscription Price for Units on the relevant Dealing Day shall be the relevant NAV per Unit on the preceding Valuation Day.

Minimum Initial Subscription

During the Initial Offering Period, the minimum subscription amount per Unit Holder is 500,000 (five

hundred thousand) Units equal to AED 5,000,000 (five million). Additional investments by a Unit Holder may be accepted during the Initial Offering Period provided that they are in multiples of 50,000 (fifty thousand) Units totaling AED 500,000 (five hundred thousand). Subsequent to the Initial Offering Period, the minimum subscription per Unit Holder for Class A Units is AED 350,000 (Three hundred fifty thousand UAE Dirhams), with additional investments in multiples of AED 35,000 (Thirty five thousand UAE Dirhams). Additional subscriptions for Class A Units (for existing Unit Holders) will be accepted in increments of AED 35,000 (Thirty five thousand UAE Dirhams). Following the USD Date, the minimum subscription per Unit Holder for Class B Units is [USD 100,000 (one hundred thousand US Dollar)], with additional investments in multiples of [USD 10,000 (ten thousand US Dollar)]. Additional subscriptions for Class B Units (for existing Unit Holders) will be accepted in increments of [USD 10,000 (ten thousand US Dollar)]. However, the Fund Manager may, in its discretion, elect to accept subscriptions for lower amounts. There is no limit to the number of Units or amounts that may be accepted for Subscription at any point in time. The subscription monies for Class B Units will be converted to AED on the relevant Dealing Day using the Conversion Method and Units will be allocated based on the AED equivalent of the USD received and the relevant NAV per Unit.

Subscription Fee

A Subscription Fee of up to three hundred basis point (3) percent of the subscription amount may be charged.

Redemption

Units may be redeemed on each Dealing Day, subject to a minimum of two (2) Business Days' notice prior to the relevant Valuation Day. Payments will be made by the fourth business day following the Dealing Day. In certain circumstances the right of Investors to redeem Units may be limited and/or they may be required to accept redemption by payment in-kind, from the assets of the Fund.

Any accrued Performance Fee referable to Units redeemed prior to the end of the Performance Period shall crystallise and become payable to the Fund Manager following such redemption. The crystallised Performance Fee is calculated as a pro rata portion of the un-crystallised Performance Fee which forms part of the NAV at which the relevant Unit Holder redeemed.

Redemption Price

The redemption price for Units on the relevant Dealing Day shall be determined on the basis of the Net Asset Value per Unit of the preceding Valuation Day and Equalisation. Thereafter, Unit Holders may redeem their Units at the latest NAV per Unit, subject to a Redemption Fee and Equalisation. The proceeds of redemption of Units shall be in AED for Class A Units and shall be in USD for Class B Units.

Redemption Fee

The redemption of Units is subject to a Redemption Fee of 1% (one hundred basis points) fee

Management Fee

The Fund Manager will receive a Management Fee of one hundred and fifty basis point (1.50%) accrued on a daily basis and payable monthly in arrears based on the NAV prevailing on the relevant Valuation Day.

Performance Fee

The Fund Manager's Performance Fee has been developed in line with international best practice, with the objective of aligning the long-term interests of the Fund Manager and the Unit Holders. The intention of the Performance Fee is to reward only the component of outperformance that is generated by the skill of the Fund Manager. The Performance Fee is based on outperformance of the Fund, meaning the cumulative return of the Fund relative to the cumulative return of the benchmark (measured since the last positive crystallization or since inception if there has been no crystallization). Fund performance is measured net of all fees and expenses. Performance Fee is accrued on a daily basis and will be subject to a High-Water Mark. The Performance fee will be equal to 15% (fifteen percent) of the outperformance of the Fund. If the Fund underperforms its benchmark, any cumulative underperformance must be recovered before daily performance fee accrual can resume. Therefore the Performance Fee will only be charged if the outperformance of the Fund relative to its benchmark is higher than the last crystallization level.

High Water Mark

The HWM means the highest peak in outperformance at the end of each Performance Period. If the outperformance per unit drops from the HWM, the Fund Manager must return the outperformance to the HWM and exceed it before receiving a Performance Fee.

Equalisation

Following the close of an initial offer period, Units will be available for subscription at the prevailing Net Asset Value per unit of the relevant Class. Applicants for Units may also be subject an Equalisation Credit and/or equalization deficit in order to properly account for any Performance Fee.

If Units are subscribed for at a time when the Net Asset Value per Unit of the relevant Class is greater than the High Water Mark, then the applicant will be required to pay an Equalisation Credit. The High Water Mark is the higher of the Last High Water Mark Reset issue price and the highest Net Asset Value per Unit of the relevant Class at the end of any previous Performance Period. The Equalisation Credit is an amount equal to same percentage as the Performance Fee, as set out in each relevant Supplement, of the difference between the then current Net Asset Value per Unit of the relevant Class (before accrual for any Performance Fee) and the High Water Mark. The Equalisation Credit will equal the Performance Fee accrued with respect to the other Units of that Class (the "Accrued Fee") and which should not be charged to the Units being subscribed for. As a result, only Units which appreciate in value from their reference Net Asset Value will be charged a Performance Fee and all Units of the same Class will have the same Net Asset Value. The Equalisation Credit will appreciate or depreciate according to the performance of the Units of the relevant Class of Units although it will never be less than zero or more than the amount originally paid.

To the extent that at the end of the Performance Period the Accrued Fee remains payable, then the Equalisation Credit will be used to purchase additional Units of the relevant Class for issue to the Unit Holder. If the Accrued Fee is not payable, or is payable in a reduced amount, then a pro rata amount of the Equalisation Credit will be used to purchase additional Units and this will continue until the full amount of the Equalisation Credit has been used. If the Unit Holder redeems his/her Units before the Equalisation Credit has been exhausted, then the remaining portion (if any) will be remitted to the Unit Holder. No Equalisation Credit will be payable in respect of Units subscribed at a time when the Net Asset Value per Unit of the relevant Class is below the High Water Mark. Similarly, to the extent that at the end of the Performance Period the Accrued Fee remains as receivable, then the equalisation deficit will be set off to redeem existing Units of the relevant Class for issue to the Unit Holder. If the Accrued Fee is not receivable, or is receivable in a reduced amount, then a pro rata amount of the equalisation deficit will be set off to redeem existing Units and this will continue until the full amount of the equalisation deficit has been set off.

Equalisation Deficit occurs where the NAV at subscription date is less than the High Watermark. Upon subscription the Unit Holder should receive notification of the maximum performance fee deficit on their contract note. The Unit Holder does not pay for the deficit upfront and the deficit is stored to calculate the value of the Equalisation accrual.

Upon subscription the unit Holder should receive notification of the maximum performance fee credit on their subscription confirmation. The Unit Holder pays for the credit upfront and the credit is allocated to the Unit Holders account to calculate the value of the equalization accrual. The value of the Unit Holders investments should include the current value of their equalization credit to be credited to their account.

Custodian Fee

A custodian fee shall be charged to the Fund which shall accrue on a daily basis and is payable monthly in arrears from the assets of the Fund at an annual rate up to ten basis points (0.10%) of the NAV on the Valuation Day at the end of the corresponding month.

Administration and Registrar Fee

An Administration and Registrar fee shall be charged to the Fund which shall accrue on a daily basis and is payable monthly in arrears from the assets of the Fund at an annual rate up to 16 basis points (0.16%) in addition to miscellaneous expenses that may be charged by the administrator.

Registration Fee

Any Units in the Fund issued or transferred from one Unit Holder to another Unit Holder, or from a Unit Holder to a non-Unit Holder, must be registered by the Administrator in the Unit Holders Registry. The registering or transferring Unit Holder will be charged with a nominal fee of fifty basis points (0.50%) of the NAV per Unit issued or transferred.

Dividends

Dividends or other distributions from the Fund (if any) will be paid to Investors at the discretion of the Fund Manager. It is however the intention of the Fund Manager to reinvest income realized by the Fund which will be reflected in the NAV per Unit. Dividends shall be paid in AED for Class A Units and shall be paid in USD for Class B Units (following conversion from AED using the Conversion Method on the day of payment). The conversion costs incurred in converting the subscription amounts for the Class B Units from USD to AED and conversion of the dividend payment back into USD, shall be the responsibility of the Investor.

Base Currency of the Fund

The Fund is denominated in United Arab Emirates Dirhams but from the USD Date, Class B Units can be subscribed in United States Dollars. However, the subscription amount for such Class B Units shall be converted to AED (or such other currency as determined by the Fund Manager) using the Conversion Method following receipt of such amounts by the Fund until redemption of the relevant Class B Units. On redemption, the Redemption Price will be converted back into USD as at the Dealing Day using the Conversion Method prior to payment to a Class B Unit Holder. Any costs or losses incurred or sustained by the Fund in respect of any conversion from the Base Currency of the Fund to another currency shall be deducted from the relevant proceeds of redemption before payment to a Class B Unit Holder.

Leverage

The Fund Manager shall have the power to borrow on behalf of the Fund and to encumber the assets of the Fund. Leverage will be used both for short-term liquidity purposes to finance redemptions, and for leveraging IPO subscriptions and other trading positions from time to time. The maximum amount borrowed should not at any time exceed twenty five (25) percent of the NAV of the Fund.

Administrator

The Fund Manager has engaged Apex Fund Services Ltd. to act as Administrator of the Fund.

Legal Counsel

The Fund has engaged Al Tamimi & Company, Dubai International Financial Centre, Building 4 East, 6th Floor, Sheikh Zayed Road, P O Box 9275 Dubai, UAE, to advise the Fund from time to time on legal matters.

Auditor

The Fund has engaged KPMG, PO Box 7613-, Abu Dhabi, UAE, to act as auditors of the Fund.

Custodian

The Fund Manager has appointed Deutsche Securities and Services, a branch of Deutsche Bank AG to act as Custodian of the assets held in the name of the Fund. Deutsche Securities and Services will not act as custodian for assets held through nominees in these circumstances the Fund Manager will act as custodian.

Jurisdiction

The Fund's legal jurisdiction is the United Arab Emirates.

Taxation

At the present time, neither the Fund nor Investors are subject to capital gains tax, income tax or withholding tax in the United Arab Emirates.

Financial year-end

31 December, annually.

Legal Structure of the Fund

The Fund is an open-ended investment trust fund established by the Fund Manager in accordance with the provisions of resolution No. 164/8/94 of the Board of Directors of the UAE Central Bank and pursuant to approval granted by the Central Bank of the UAE reference No.13/409/2005 dated February 02, 2005. The Fund is registered with Securities and Commodities Authority of the UAE.

The Fund is not an independent legal entity but a collective investment vehicle consisting of a portfolio of assets held by the Fund Manager, directly or through nominees, for the collective benefit of Investors, and managed by the Fund Manager on a discretionary basis in accordance with the provisions of this Memorandum (see: Supplement – I: Management Agreement and Application Form).

In particular, the Fund is not a commercial company within the meaning of UAE Federal Law No. 2 of 2015 concerning the regulation of commercial companies, as amended, and subscription to Units does not confer upon Investors any voting or other procedural rights, any right to receive dividends or other distributions from the Fund or from the underlying assets of the Fund or any other rights with respect to the underlying assets of the Fund, except as expressly set out in this Memorandum.

The interests of Investors in the Fund as at the First Closing Date will be designated in Units of equal value of AED 10 (ten) each. The Fund Manager intends to accept subscriptions for up to a total of 10,000,000 (ten million) Units on the First Closing Date.

However, the Fund Manager may, in its discretion, elect to accept subscriptions to additional Units either on the First Closing Date or in the future, and there is no limit to the number of Units that may be issued at any point in time. After the USD Date, Units may be subscribed for as either Class A Units or Class B Units.

The life of the Fund is indefinite, subject to the right of the Fund Manager to terminate the Fund under certain circumstances by redeeming all outstanding Units.

INVESTMENT GUIDELINES

Investment Objective and Process

The Fund aims to achieve long-term growth of capital through investing in UAE public listed companies, and to a lesser extent in other GCC member countries, that offer in the opinion of the Fund Manager, a potential for steady capital growth. The Fund Manager believes it can achieve above average risk-adjusted returns through investing in largely capitalised firms, publicly traded in the UAE, that present a confirmed track record of recurrent growth of earnings.

The Fund will seek to achieve its investment objective by overweighting and underweighting the constituents of the Benchmark universe. The fundamental screening process determines outperformers/underperformers of the universe based on various valuation methodologies. Allocations will be based on fundamental research and will incorporate a bottom-up analytical approach with a top down macroeconomic overlay.

In the bottom-up approach, the Fund Manager will undertake the screening process for potential equity investments derived from the Fund's Benchmark. This process includes a thorough evaluation of targeted companies using fundamental analysis to determine the under or overpricing of an investment position.

The Fund Manager will undertake a two pronged quantitative screening process for stocks from the universe of stocks found in the Fund's Benchmark. The portfolio management team continues the quantitative screening, and the analysis will be based on fundamental, growth and profitability ratios. Following the initial screening, a full due diligence check list is affected on the shortlisted companies, including interviews with company management. The Fund Manager will therefore, create a portfolio which is based on overweighting and underweighting stocks against the Benchmark.

The portfolio management team works in close conjunction with the buy-side research team, which is responsible for issuing company-specific recommendations and undertaking stock valuation using different techniques. Initially, the portfolio management team forwards the focus list to the research team which employs various valuation methodologies to come up with a recommendation. The target prices are based on different type of valuations such as discounted cash flows models, residual income model and comparable valuations.

In the final stage, the portfolio management team will forward the recommended portfolio to the Investment Committee where top/down and macro views are discussed and affected on the final portfolio. The portfolio management team will handle the execution and the advisory of the new portfolio.

INVESTMENT RESTRICTIONS

Consistent with the investment strategies and objective of the Fund, the Fund Manager will apply the following investment restrictions in relation to investments on behalf of the Fund.

- The Fund is a long only equity fund focused primarily on UAE public listed companies.
- The Fund Investments shall be at 80% in UAE public listed companies.
- Allocation to GCC stocks should not exceed 10% of the NAV.
- The maximum cash allocation will be 20%.
- Allocation to one issuer should not exceed 10 percent of the NAV at the time an investment is made, and should never exceed 12 percent of the NAV of the Fund in all cases.
- The Fund shall manage its cash allocation and invest in IPOs and pre-IPO/IPO subscriptions, other GCC equity markets and fixed income;
- The Fund Investments should not exceed five percent of the investee company's value and will not be made for the purpose of exercising management control.
- No more than 10 percent of the Fund's assets, as calculated at the time of the investment is made, shall be invested in Pre IPO held securities in companies.
- No more than twenty (20) percent of the Fund's assets, as calculated at the time the investment is made shall be invested in SPVs, provided that the underlying assets of such SPVs shall be UAE securities or other securities within the guidelines of the Fund.
- The Fund shall not hold any commodities or right or interest therein.
- The Fund shall not acquire any interest in land.
- The Fund shall not invest in any derivative instruments except fully funded swaps and P-Notes.

The above Investment Restrictions may be waived or amended from time to time by decision of the Investment Committee if such waiver or amendment is believed to be in the best interests of the Investors and the Fund.

Leverage

The Fund Manager shall have the power to borrow on behalf of the Fund and to encumber the assets of the Fund.

Leverage will be used both for short-term liquidity purposes to finance redemptions in the normal course of operation of the Fund and for leveraging IPO subscriptions and other trading positions from time to time. The Fund Manager shall restrict the leverage so as to ensure that the maximum amount borrowed does not at any time exceed 25% of the NAV of the Fund.

MANAGEMENT GUIDELINES

The Investment Committee

The Fund Manager shall designate an Investment Committee comprising of personnel from the investment management team of TNI Asset management. The Investment Committee may meet on a monthly basis, or as needed to decide on asset allocation to sectors and companies. The Investment Committee may also, in its sole discretion, waive or amend the Investment Restrictions contained herein. The Investment Committee may delegate any or all of its authority to a single person or sub-committee of persons from the management personnel of the firm.

Portfolio Management

The portfolio of assets held by the Fund shall be actively managed on a day-to-day basis by a team of portfolio managers at TNI, under the supervision and the guidance of the Investment Committee. The portfolio management team shall attempt to ensure the proper execution of the Investment Committee decisions at best market conditions, and shall submit a monthly report to the Investment Committee on the performance of the Fund.

The Administrator

Administration of the Fund includes, inter alia, clerical and procedural review and acceptance of subscriptions for Units, confirmation of issuance of Units, calculation of NAV, receipt and processing of requests for redemption of Units, payment of redemptions, disbursement of expenses including legal fees, accounting fees, and management fees, and administrative correspondence with Investors.

The Fund Manager may, in its discretion, retain a qualified professional firm as Administrator to perform any or all administrative functions in relation to the Fund, subject to the overall control of the Fund Manager, on such terms and for such remuneration as the Fund Manager may agree; provided that, in all cases, the fees of the Administrator shall be charged to the Fund and further provided that the Fund Manager and the Fund shall hold harmless and shall indemnify the Administrator (including its directors, officers, shareholders, partners, employees and agents) in connection with any loss or damage suffered by the Fund and/or the Fund Manager and any claims or expenses incurred by such indemnified parties arising from the performance of the Administrator's responsibilities, in each case with the exception of any loss, damage, claims or expenses resulting from their gross negligence, fraud or willful misconduct.

The Fund Manager has engaged Apex Fund Services Ltd to act as Administrator of the Fund.

The Custodian

The Fund Manager may in its discretion appoint Custodian and sub-custodians to perform any or all custodial functions in relation to the Fund, on such terms and for such remuneration as the Fund Manager may agree, provided that, in either case, the Custodian shall be entitled to a fee payable from the assets of the Fund to the extent specified herein, and further provided that the Fund Manager and the Fund shall hold harmless and shall indemnify the Custodian (including its directors, officers, shareholders, partners, employees and agents) in connection with any loss or damage suffered by the Fund and/or the Fund Manager and any claims or expenses incurred by such indemnified parties arising from the performance of the Custodian's responsibilities, in each case with the exception of any loss, damage, claims or expenses resulting from their gross negligence, fraud or willful misconduct.

The Fund Manager has engaged Deutsche Securities and Services, a branch of Deutsche Bank AG to act as Custodian for the holdings held in the name of the Fund.

The Fund Manager will act as custodian for any assets held through nominees on behalf of the Fund.

BENEFITS FROM INVESTING IN THE FUND

Appreciation of Unit NAV and Dividend Income

The Fund will endeavor to provide its Unit Holders with capital gains through the growth in the value of the securities and investments held in the Fund's portfolio. Participating in the Fund also provides an opportunity for a Unit Holder to realise returns on increased valuation the Fund's Units, which can be transferred to others in an Over-the-Counter ('OTC') market or through redemptions. Thus, it is not necessary for the Fund to exit an investment for the Unit Holder to realise a return on its investment in the Fund.

In the case of a lack of investment opportunities, the Fund Manager may, at its sole discretion, distribute dividends to the Unit Holders.

Access to a Professional Management

The Fund Manager is a licensed investment company with significant experience in analysing and making equity investments. Particularly, the Fund Manager has built extensive experience of GCC traded stocks. Furthermore, the Fund Manager has formulated proprietary fundamental and technical analysis methodologies. The Investment Committee boasts more than 40 years of combined experience in asset management and Arab markets knowledge. Furthermore, the Fund Manager has extensively invested in advanced information technology platforms that allow instant follow up on open positions and access to extensive market and corporate information.

Diversification and Lowered Volatility

Through the Fund, Unit Holders have an opportunity to invest in various market sectors in UAE and, to a smaller extent, in other GCC countries – something small investors would most likely not be able to do individually.

By diversifying the Fund's investments among such sectors, the Fund Manager can mitigate the risks normally associated with individual investments.

Limited Liability

The liability of the Unit Holders is limited to the cost of their Units and Unit Holders are under no obligation for any subsequent calls for funds.

Liquidity of Investment

While the Units are not intended as a short-term investment, the Fund is structured to provide the Unit Holders with liquidity of their investment through the redemption of Units.

Administrative Convenience and Reporting

Investing in the Fund will eliminate the administrative burden otherwise imposed on Investors handling their investments individually. Not only do Unit Holders participate in the UAE market under the management of a professional Fund Manager without having to concern themselves with the day-to-day management of their investments, but Unit Holders will receive Audited Annual Reports, and Monthly Newsletters and Fact Sheets which set forth, in addition to other relevant information, the current Net Asset Value per Unit and all expenses, profits and losses to the Fund during the reporting period. The NAV per Unit and other financial information related to the Fund's performance will be published within one week following the last Business Day of the month.

INVESTMENT CONSIDERATIONS

Units of the Fund are speculative and involve a high degree of risk. Investment in the Units is designed for sophisticated investors who are able to bear a substantial loss of their investment. Set forth below are some factors and considerations which should be taken into account prior to making an investment decision, although the following information is not intended to include all factors relating to the risks that may be encountered.

Potential Conflicts of Interest

There is no limitation with respect to the Fund Manager's other activities and/or investments or with respect to other investment funds or portfolios managed by the Fund Manager. The Fund Manager may trade equities for its own account or for the account of others. With respect to possible conflict of interest, the Fund Manager will, however, trade the accounts of the Fund in the manner that it considers to be in the best interest of the Fund.

The National Investor, its affiliates, their employees and their clients invest, for their own accounts, in securities of publicly traded corporations that may become equity investments or may be held by funds managed by The National Investor. The National Investor's trading activities will be carried out generally without reference to positions held by the Fund or other funds in which the Fund invests, and may have an effect on the value of positions so held, or may result in The National Investor having an interest in the issuer adverse to that of the funds or the Fund under management. Furthermore, The Fund Manager and its affiliates sometimes invest for their own account on a "direct investment" basis, acquiring substantial stakes in companies whose projects and/or securities may be eligible for investment by the Fund. The objectives and policies of the Fund Manager, in making and disposing of investments for its own account, may be different from the objective and policies of making investments and/or disposals for the Fund. The National Investor, its affiliates, their employees and their clients are not prohibited from purchasing or selling the securities of or otherwise investing in or financing issuers in which the Fund or the funds have an interest.

The personnel of the Fund Manager who will be performing the financial and managerial activities for the Fund have substantial investment management responsibilities for clients other than the Fund, including other investment vehicles organised or which may be organised in the future by the Fund Manager itself or in participation with others, as to which there will be no restriction on the Fund Manager. Therefore, these persons will devote a portion of their time to managing the affairs of the Fund, and they could have conflicts of interest in allocating time and other services and functions among the Fund and The National Investor's other current or future activities.

Absence of Operating History

The Fund is a newly formed entity and has no operating history. The past investment performance of the Fund Manager may not be construed as an indication of the future results of an investment in the Fund. The Fund's investment program should be evaluated on the basis that there can be no assurance that the Fund Manager's assessments of the prospects of investment will prove accurate or that the Fund will achieve its investment objectives.

Capital Markets Risk

By investing in stocks, the Fund exposes the Investor to certain risks, including volatility of the UAE and other GCC equity markets, which could cause a sudden decline in a holding's share price, or an overall decline in the stock exchange. As with any equity trading fund, the value of an investment is likely to fluctuate on a day-to-day basis with movements in the stock exchange, as well as in response to the activities of the individual companies whose stocks are held by the Fund. By investing in the Fund, an investor could therefore lose money. While the Fund Manager believes that the Fund's program will moderate this risk to some degree, no guarantee or assurance is made that the Fund's program will be successful.

Although the Fund's return is likely to vary over time with changes in the stock exchange, the Fund is not an index fund, and changes in the Fund's NAV per Unit will not precisely track changes in the general stock exchange. For example, to the extent that the Fund invests heavily in certain market sectors as opposed to tracking the general market index, the Fund may be more volatile than the general market index.

The Fund might at any time invest in fewer securities than a "diversified" mutual fund. As a result, events that affect a few – or even one – of the Fund's investments may have a greater impact on the value of the Fund's Units than for a diversified fund. There will likely be shares held through nominees or trustees on behalf of the Fund. The use of nominees represents a potential legal risk.

Conversion Risk

The Base Currency of the Fund is Dirhams. There is currently an official pegging of Dirhams to Dollars with the exchange rate floating within a very narrow range. If, in future there is a de-pegging of the two currencies, there is a potential risk to Investors who have subscribed to Class B Units in Dollars as the value of their investment may fall relative to the investment of Investors in Class A Units. The Fund will not take steps to hedge or otherwise mitigate the effects of exchange rate fluctuations.

Illiquidity of Fund's Investments

There may also be possible problems related to the level of liquidity and the efficiency of the UAE stock exchanges. The UAE stock exchanges are relatively new and the absence of volume history will keep the market's liquidity under certain doubts. Investors are advised that compared to other mature markets, liquidity in the UAE market is perceived to be somewhat low. Accumulation and disposal of certain securities may therefore be difficult or not possible at the time the Fund would wish to deal and may involve dealing at unfavorable prices.

Dependence on Key Personnel

The successful investment of the Fund's assets will depend, among other things, upon the skills of the professional personnel of the Fund Manager. There can be no assurance that any such person will continue to serve in their current positions or continue to be employed by the Fund Manager, as the case may be. Furthermore, although the officers of the Fund Manager will devote as much time as they believe is necessary to assist the Fund in achieving its investment and rate of return objectives, none of them expects to devote substantially all of his or her working time to the affairs of the Fund.

Lack of Identified Investments

The Fund does not presently have any substantial commitments to invest in any particular company and its ability to participate in future IPOs is not guaranteed. As a result, the uncertainty and risk of investing in the Fund increases to the extent that prospective Unit Holders are unable to evaluate for themselves the entire economic merit of the Fund's investments and must rely on the ability of the Fund Manager with respect to the selection of the investments to be made by the Fund.

Limited Investment Opportunities in the UAE

There are limited numbers of publicly traded companies in the UAE equity market, some of which are not widely traded or mostly held by large government or financial institutions. Other companies might restrict the Fund from holding or investing in their shares, limiting the selection available to the Fund Manager. Thus, holding a similar composition of the market index in terms of sector investment might be difficult to achieve.

Economic Risk

The economy of the UAE may differ favorably or unfavorably from the economy in an industrialised country. The economy of the UAE is generally heavily dependent on oil and international trade barriers, exchange controls, managed adjustments in related currency values and other projectionist measures imposed or negotiated by the UAE and countries with which it trades.

Regulatory Risks and Accounting Standards

The regulatory supervision, legal infrastructure and accounting, auditing and reporting standards in emerging markets may not provide the same degree of investor protection or information to investors as would generally apply internationally. In particular, valuation of assets, depreciation, exchange differences, deferred taxation, contingent liabilities and consolidation may be treated differently from international accounting standards. This may affect the valuation of the assets in which the Fund invests.

Counterparty and Settlement Risk

Transactions effected by the Fund Manager will not be limited to transactions on, or always be effected under the rules of, major exchanges. The Fund may therefore sometimes be exposed to a credit risk in relation to parties with whom it trades and may also bear the risk of settlement default.

Substantial Redemptions

If substantial redemptions are requested within a limited period of time, it may be difficult for the Fund to acquire sufficient cash to affect such redemptions without liquidating positions prematurely at an inappropriate time or upon unfavorable terms. This may result in substantial losses to the Fund. Alternatively, Investors may be required to accept redemption by payment in kind, from the assets of the Fund.

Assets Held by the Fund Manager

The Fund, under existing UAE Law, is not considered a separate legal or judicial person, nor is it a commercial company under Commercial Companies Law No. 2 of 2015 (as amended) and therefore the assets of the Fund will be held in the name of the Fund Manager on behalf of the Unit Holders. The Fund Manager will adopt several measures intended to segregate and protect the Fund's assets, including (1) holding the monetary assets in a separate bank account opened in the name of the Fund, which account will be restricted to transactions of the Fund; (2) the assets and income of the Fund will be kept separate and not mixed with the assets of The National Investor; (3) the Fund's accounts will be maintained and audited separately by an external and internal auditor; (4) the accounts of the Fund will not be consolidated with the accounts of The National Investor; (5) the Fund Manager's relationship to the Fund will be restricted to that of promoter and manager; (6). The assets of the Fund held by the Custodian will be held in the name of the Fund or, if that is not practicable, in the name of the Fund Manager for the account of the Fund".

Custody of the Assets of the Fund and use of nominees

The Fund Manager has appointed the Custodian to hold assets of the Fund which are held in the name of the Fund directly or in the name of the Fund Manager for the account of the Fund. The Fund Manager has separately entered into contractual arrangements with third parties pursuant to which such person acts as a nominee in respect of certain other assets on behalf of the Fund (the Nominee Assets). The Fund Manager will act as custodian in respect of such Nominee Assets. It should be noted that such assets will not be held in the name of the Fund or the Fund Manager, the Custodian bears no responsibility in respect of the holding of such assets or enforcing the contractual arrangements relating thereto, and investors in the Fund should note that in the event of a default or insolvency of the relevant nominee it may not be possible to effectively enforce the Fund's rights in respect of such Nominee Assets."

Debt Risks

The Fund Manager may utilize leverage in connection with the Fund's investments. As such, a third-party would be entitled to cash flow generated by such investments prior to the Fund receiving a return. Although the Fund Manager will seek to use leverage in a manner it believes is prudent, such leverage will increase the exposure of the investment to adverse economic factors such as rising interest rates, downturns in the economy or deterioration in the condition of the investment. In addition, borrowings may be secured by the Fund's Assets.

UNITS OF THE FUND

The rights and obligations of the Unit Holders are governed by the terms and conditions of this Private Placement Memorandum and the Management Agreement and Application Form supplemented hereto. Prospective investors should examine these documents carefully and consult with their own legal counsel concerning their rights and obligations before acquiring Units in the Fund. The following statements and other statements in this Memorandum concerning the Management Agreement and Application Form, and related matters are only a summary, do not purport to be complete, and in no way modify or amend the Management Agreement and Application Form.

Number and Nominal Value of the Units

As at the Initial Closing Date, the interests of Investors in the Fund will be designated in Units of equal value of AED ten (10) each. The Fund is intended to be constituted of an aggregate amount of AED one hundred (100) million, on the First Closing Date, divided into ten (10) million Class A Units.

However, the Fund Manager may, in its discretion, elect to accept subscriptions to additional Units either on the First Closing Date or in the future, and there is no limit to the number of Units that may be issued at any point in time. On the USD Date, all Units in the Fund then issued and not redeemed shall be designated as Class A Units. After the USD Date, Class B Units may be subscribed for in addition to the Class A Units.

Class A Units and Class B Units shall have the same rights except that subscription requests may be made in USD by potential Class B Unit Holders and dividend and redemption proceeds will be paid in USD to Class B Unit Holders. On the relevant Dealing Day subscription proceeds in USD from a Class B Unit Holder will be converted into AED as the Base Currency of the Fund using the Conversion Method for the purposes of investment using the Conversion Method on the relevant issue date and a number of Units valued in AED notionally ascribed to the Class B Units using the relevant NAV per Unit. The subscription proceeds will be commingled and invested with the investments of Class A Unit Holders and other Class B Unit Holders. NAV calculations will be prepared in AED and converted to USD using the conversion method set out in the definition of NAV. All accounts and other records of the Fund will be held in the AED as the Base Currency of the Fund.

The Fund will not issue certificates of investment.

All Units are held in registered form, recorded in a Unit Holders Registry, which will be maintained by the Administrator for the account of each Unit Holder. The Units shall be numbered for the purpose of effecting registration in the Fund's Unit Holders Registry. Units in the Fund are available for subscription by UAE and GCC Nationals only. However, the Fund Manager may accept, at its sole discretion, subscriptions to Units of the Fund by citizens of countries other than GCC countries.

Voting Rights

The Fund is not a commercial company within the meaning of UAE Federal Law No. 2 of 2015 concerning the regulation of commercial companies, as amended, and subscription to Units does not confer upon Investors any voting or other procedural rights, any right to receive dividends or other distributions from the Fund or from the underlying assets of the Fund or any other rights with respect to the underlying assets of the Fund, except as expressly set out in this Memorandum.

Redemption

Redemption Procedure

Investors may, by prior written request, redeem any or all of their Units on Dealing Days subject to the condition that the Administrator should have received, within a minimum of -two (2) Business Days' notice prior to Valuation Day, a duly authorised redemption request in writing (hereafter "Redemption Form").

Redemption payments will be made by the forth Business Day following the Dealing Day. All Redemption Forms must be in the form attached hereto and may be sent by fax or cable (followed by a signed original), air mail or courier, to the Administrator, and must be received by the Administrator not later than 17:00 hours (at the Administrator's local time), two Business Days before the relevant Valuation Day. The proceeds of redemption of Units shall be paid in AED for Class A Units and shall be paid in USD for Class B Units to the account designated by the Investor in the Redemption Form.

In relation to Class B Units, the proceeds of redemption shall be converted from the Base Currency of the Fund to USD as at the Dealing Day using the Conversion Method and be paid to the Investor in accordance with the timeline detailed in the above paragraph. Any costs or losses incurred or sustained by the Fund in respect of any conversion from the Base Currency of the Fund to another currency shall be deducted from the relevant proceeds of redemption before payment to a Class B

Unit Holder.

Payments will only be made after the original Redemption Form has been received by the Administrator. The Administrator will not be responsible for errors in any of the chosen transmissions.

The Fund Manager shall be entitled to redeem any or all of the Units if the Fund Manager determines, in its sole discretion that it is in the best interests of the Fund to do so. Redemptions shall be made at the Redemption Price.

The Redemption Form is the form attached to this Memorandum as Supplement II or in such other form as the Fund Manager shall decide which shall be otherwise made available to Investors by the Fund Manager. A request for redemption, made on the Redemption Form and submitted to the Fund Manager, may not be withdrawn except with the consent of the Fund Manager. If the Redemption Form is received after the deadline for receipt of requests for redemption for any particular Dealing Day, it shall be held over and affected on the next succeeding Dealing Day, on a priority basis.

The Fund Manager will use its best efforts to accommodate all redemption requests. The nature of the markets in which the assets of the Fund will be invested is such that the liquidation of positions to meet redemption requests may not be possible or may be restricted.

As a result, if redemption requests on any Dealing Day for Units with a value equalling or exceeding an amount equal to ten (10) percent of the NAV of the Fund, the Fund Manager may elect to restrict the value of Units to be redeemed to an amount equal to ten (10) percent of the NAV of Units, in which case such redemption requests will be accepted and executed on a pro rata basis in proportion to the size of the requests.

Alternatively, in the event that redemption requests for Units with a value exceeding an amount equal to ten (10) percent of the NAV of the Fund, or if it is not possible to liquidate underlying assets to respond to the requested redemptions, the Fund Manager may decide to redeem Units by paying Redemptions in kind, from the assets of the Fund, with transfer costs for the account of the redeeming Investors. In such case, a redeeming Investor may place orders with the Fund Manager to sell such assets in the market.

The unredeemed balance of Units in respect of which redemption requests have been received will be redeemed on the next succeeding Dealing Day in priority to any redemption requests received thereafter, subject to the same restrictions on redemption and rights of the Fund Manager as described above.

Compulsory Redemption

The Fund shall have the right upon five Business Days prior written notice to redeem compulsorily any Unit at the Redemption Price per Unit as of the Redemption Day immediately prior to the date such redemption is to take effect, if a Unit Holder ceases to be an Eligible Investor. Determination of eligibility shall be made by the Competent Authority and/or by authority of a court of law within the Government's jurisdiction. Subject to such determination of eligibility, the Fund Manager shall have no authority, at any time, to compulsorily redeem Units from a Unit Holder.

Payment of Redemption Proceeds

Any amount redeemed shall be subject to Equalisation and be paid within four (4) Business Days after the Dealing Day, subject to the discretion of the Fund Manager to require some greater period of time as the Fund Manager deems necessary to protect the interests of the remaining Unit Holders. Redemption payments will be remitted by wire transfer in the relevant currency to the account designated by the Unit Holder in the Redemption Form. No interest will accrue on the redemption proceeds pending the payment date.

Suspension of Redemption

The Fund may suspend the redemption of Units and/or the issuance of additional Units upon the occurrence of any of the following circumstances:

- Whenever, as a result of events, conditions or circumstances beyond the control or responsibility of the Fund Manager, (including but not limited to acts of God, fire, strikes, insurrections, riots, embargoes, limited availability of Dirham or Dollar currency, regulations of the Competent Authority and/or Government or any other civil or military authority) disposal of the assets of the Fund or other transactions in the ordinary course of business involving the sale, transfer, delivery or withdrawal of the Fund's investments is not reasonably practical without being detrimental to the Fund or the interest of Unit Holders as a whole; or

- When disposal of the assets of the Fund or other transactions in the ordinary course of the Fund's business involving the sale, transfer, delivery or withdrawal of the Fund's investments is, in the opinion of the Fund Manager, not in the best interests of the Fund.

Transferability

Units may be transferred, sold, assigned, charged, mortgaged, pledged or otherwise disposed of; however, a transferee or assignee of any Units shall not become a substitute Unit Holder without:

- Executing an agreement satisfactory to the Fund Manager to be bound by the terms and conditions of the Fund's Management Agreement, and any amendments thereto, in form and in substance, to be subject to all obligations of the transferring or assigning Unit Holder with respect to the Units to which such Unit Holder was substituted, and providing such legal opinions and documentation as the Fund Manager may request to effectuate such transfer or assignment; and
- The Administrator registering the transfer of Units in the Unit Holders Registry.

The transferor and transferee of any Units shall be jointly and severally liable to the Fund for all reasonable expenses (including lawyers' fees and expenses) in connection with any transfer or proposed transfer of Units, whether or not such transfer is completed.

Any substituted Unit Holder admitted to the Fund must affect registration in the Unit Holders Registry in order to succeed to all rights of the transferring or assigning Unit Holder with respect to the Units to which such Unit Holder was substituted. Upon registration, such transferee Unit Holder shall be treated as having made all the required investment made by, and received all distributions received by, the transferor of such Units.

Any purported sale, assignment, transfer, pledge, mortgage or other disposition of Units otherwise than in compliance herewith and with the Fund's Management Agreement and Application Form will be void and the purported transferee shall have no interest in or right to the Fund's assets, profits, distributions and neither the Fund Manager nor the Fund shall be required to recognise any such interest or right.

Dividends and other Distributions

Dividends or other distributions from the Fund will be paid to Investors at the discretion of the Fund Manager. However, it is not the current intention of the Fund Manager to pay dividends or other distributions in respect of the Fund. Instead, net income realised by the Fund will be reinvested and will be reflected by an increase in the Net Asset Value of the Units, which may be realised by Investors at such time as they redeem their Units. In any case, dividends or other distributions, if paid, will be paid from net realised gains only (including dividends received by the Fund on its investments). Dividends shall be paid in AED for Class A Units and shall be paid in USD for Class B Units (following conversion from AED using the Conversion Method on the day of payment). Any costs or losses incurred or sustained by the Fund in respect of any conversion from the Base Currency of the Fund to another currency shall be deducted from the relevant distribution to a Class B Unit Holder.

Termination of the Fund

If the Fund Manager determines, in its sole discretion, that it is in the best interests of the Investors to do so, the Fund Manager may, by four week's notice to all Investors, redeem on the Dealing Day nominated in such notice all (but no less than all) of the Units then outstanding, at the Redemption Price prevailing on such Dealing Day. Redemption proceeds shall be payable within eight weeks from the nominated Dealing Day.

Reporting

Annual Reports

The Fund will send annual reports to its Unit Holders containing financial statements examined by the Fund's independent auditors generally no later than 90 days from the end of each Financial Year. All financial reports (excluding NAV calculations) shall be prepared in the Base Currency of the Fund.

Monthly Factsheets

In addition, the Fund Manager will prepare a Monthly Fact Sheet, that will be made available to Unit Holders through direct mailing and through other electronic means, and detailing the daily NAV per Unit (in both AED and USD), the asset allocation as well as other information deemed necessary at the Fund Manager's discretion. The Monthly Fact Sheet will be published within one week following the last Business Day of the month at 11:00 am via TNI website (www.tni.ae) and electronic mail to the Unit Holders, to provide potential subsequent Investors with the latest NAV per Unit.

GENERAL INFORMATION

Fees and Expenses

Management Fee

The Fund Manager shall receive a Management of 1.50 % (one hundred and fifty basis points) accrued daily and payable monthly in arrears based on Net Asset Value prevailing on the most recent Valuation Day. From its Management Fee, the Fund Manager is responsible for paying the fees of the Administrator, if any.

Performance Fee

The Fund Manager's performance fee has been developed in line with international best practice, with the objective of aligning the long-term interests of the Fund Manager and the Unit Holders of the Fund. The intention of the Performance Fee is to reward only the component of outperformance that is generated by the skill of the Fund Manager. The Performance Fee is based on the outperformance of the Fund, meaning the cumulative return of the Fund relative to the cumulative return of the Benchmark (measured since the last positive crystallization or since inception if there has been no crystallization). Fund performance is measured net of all fees and expenses. Performance Fee is accrued on a daily basis and paid at the end of each performance Period in arrears and will be subject to a High-Water Mark. The Performance Fee will be equal to 15% (fifteen percent) of the outperformance of the Fund. If the Fund underperforms its benchmark, any cumulative underperformance must be recovered before daily performance fee accrual can resume. Therefore the Performance Fee will only be charged if the outperformance of the Fund relative to its benchmark is higher than the last crystallization level.

Subscription Fee

The Fund Manager may charge Investors a Subscription Fee of up to (3%) three percent of the Subscription amount. The Subscription Fee will be determined at the discretion of the Fund Manager or Placing Agent.

Custodian Fee

The Custodian shall receive a Custodian Fee payable monthly in arrears from the assets of the Fund at an annual rate up to ten basis points (0.10%) of the Net Asset Value on the most recent Valuation Day at the end of the corresponding month.

Administration and Registrar Fee

The Administrator shall receive an Administration and Registrar Fee payable monthly in arrears from the assets of the Fund at an annual rate up to 16 basis points (0.16%) in addition to miscellaneous expenses that may be charged by the administrator.

Registration Fee

Any Units in the Fund transferred from one Unit Holder to another Unit Holder, or from a Unit Holder to a non-Unit Holder, must be registered by the Administrator in the Unit Holders Registry. The registering or transferring Unit Holder will be charged with a nominal fee of fifty basis points (0.50%) of the NAV per unit issued or transferred.

Redemption Fee

The redemption of Units is subject to a Redemption Fee of 1% (one hundred basis points) fee applicable following the initial investment date

Establishment Expenses

The preliminary and organizational expenses to be charged to the Fund are not expected to exceed AED 300,000 and will be amortized and debited against the income of the Fund on a monthly basis over the first five years of the Fund.

Other Expenses

The Fund will also pay its ongoing operational expenses, such as legal expenses, audit, printing, communications expenses, filing fees, administrative costs charged by banks on transactions, and

applicable brokerage fees, commissions and custody related fees, as well as third party marketing fees and marketing and travel expenses incurred by Fund Manager, provided that marketing and travel expenses incurred by the Fund Manager shall not be chargeable to the Fund in excess of US\$ 50,000 per annum.

Tax Considerations

The Fund

Under current legislation in the UAE there is no liability for capital gains tax, wealth tax, capital transfer tax or estate or inheritance tax on the issue or redemption of Units, nor is any stamp duty or similar tax payable on the issue, transfer or redemption of Units.

The Investor

Prospective investors who are in any doubt about their tax position should seek professional advice in order to ascertain the consequences to them of acquiring, holding, redeeming or otherwise disposing of Units under the relevant laws of the jurisdiction(s) to which they are or may be subject.

Subscriptions Procedures

Subscription for units

Each application for subscription of Units of the Fund shall be made by delivering an executed Management Agreement and Application Form to the Administrator, acting as registrar and transfer agent of the Fund and if such application is being made by a corporate entity it shall include a certified copy of the current authorized signatory list of the corporate entity. The required documentation should be delivered to the Administrator at the following address:

Apex Fund Services Switch Board: +971 2 672 6327 - Fax: +971 2 672 6328

Copies of the documents could also be sent to the Fund Manager at the following address:

THE NATIONAL INVESTOR, P.O. BOX 47435, ABU DHABI, UAE

SWITCHBOARD: +971 2 619 2300; FAX: +971 2 619 2400

(A specimen of the Management Agreement and Application Form is appended to this Memorandum).

U.S. Persons wishing to subscribe to Units of the Fund must be qualified as "Accredited Investors" as defined in Regulation D under the U.S. Securities Act of 1933, as amended, and/or as "Qualified Purchasers" under the U.S. Investment Company Act of 1940, and will be asked to complete a separate Management Agreement and Application Form provided by the Administrator.

Applications for first time or additional subscriptions shall be made by executing and delivering the Management Agreement and Application Form not later than 15:00 hours (at the Administrator's local time) two Business Days prior to the Dealing Day accompanied by payment of the Subscription Price plus applicable fees. If an application is received by the Administrator after such time, or if an application is received prior to such time but cleared funds have not been received in payment therefore, the application may be held over until the next Dealing Day.

During the Initial Offering Period, the minimum subscription amount per Unit Holder shall be 500,000 (five hundred thousand) Units with additional investments in multiples of 50,000 (fifty thousand) Units. Subsequent to the Initial Offering Period, the minimum subscription per Unit Holder for Class A Units shall be AED 350,000 (three hundred fifty thousand UAE Dirhams), with additional investments in multiples of AED 35,000 (thirty five thousand UAE Dirhams). Additional subscriptions for Class A Units (for existing Unit Holders) will be accepted in increments of AED 35,000 (thirty five thousand UAE Dirhams). Following the USD Date, the minimum subscription per Unit Holder for Class B Units is [USD100,000 (one hundred thousand US Dollars)] Units, with additional investments in multiples of [USD 10,000 (ten thousand US Dollars)]. Additional subscriptions for Class B Units (for existing Unit Holders) will be accepted in increments of [USD 10,000 ten thousand US Dollars]. The Fund Manager may, in its discretion, elect to accept subscriptions for lower amounts. Units will be issued only if the Administrator has evidence that subscription funds are available, or will be cleared on the relevant Dealing Day. The subscription monies for Class B Units will be converted to AED using the Conversion Method on the relevant Dealing Day and Units will be allocated based on the AED equivalent of the USD received and using the relevant NAV per Unit.

Funds received prior to the relevant Dealing Day will be held in a non-interest bearing account until they are applied towards subscription on the relevant Dealing Day. Payment in full for subscriptions

should be made in AED for Class A Units or USD for Class B Units by wire transfer to the relevant bank(s) named as the receiving bank(s) for subscriptions in the relevant currency in the Agreement (as amended or replaced from time to time).

Representations

By subscribing to the Units, Investors thereby represent and warrant that they have received, read and understood the Memorandum of the Fund, including without limitation the discussion of risks, conflicts of interest and fee structure of the Fund, and have not relied on any representations other than those contained in this Memorandum in determining to invest in the Units.

Subscription Inquiries

All inquiries regarding the completion of the application documents should be directed to the Administrator or to the Fund Manager at the addresses given above.

Signatures

The Management Agreement and Application Form may be completed by a duly authorised officer or agent, on behalf of a subscriber. Any person signing the Management Agreement and Application Form in a representative capacity should type or print, on the last page of the Agreement, the name of the Investor, the name of the person signing the Management Agreement and Application Form and the capacity in which he or she is signing.

In the event of subscription in the name of a trust, partnership or corporation, the Articles of Association and Management Agreement or other governing instruments, as well as the appropriate resolution authorising the investment in the Units must be submitted with the Participation Agreement, together with a list of authorised signatories and their respective specimen signatures.

No certificates will be issued in respect of the purchase of Units. The Administrator will acknowledge and confirm the investment by mailing to the Investor the Acceptance of Subscription, a copy of which is included in this Memorandum.

Legal Counselor

The Fund has engaged Al Tamimi & Company, Dubai International Financial Centre, Building 4 East, 6th Floor, Sheikh Zayed Road, PO Box 9275 Dubai, UAE, to advise the Fund from time to time on legal matters.

Auditors

The Fund has engaged KPMG –, PO Box 7613, Abu Dhabi, UAE-, to act as the Auditor of the Fund.

Prevention of Money Laundering

Regulatory measures aimed towards prevention of money laundering require a Subscriber to disclose details of his/her identity to TNI in its capacity as Placing Agent, the Administrator and/or the Receiving Bank. Subscribers are required to produce, at a minimum, the following:

- if the Applicant is a natural person, a certified* copy or copies of the relevant passport or passports showing current residence together with evidence of address (utility bill or bank statement) or
- b) if the Applicant is a corporation, partnership or other legal entity, a certified* copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or other constitutive documentation), a copy of the trade license and signatory card or power of attorney verifying the authority of the person authorised to sign on behalf of the corporation, partnership or other legal entity.

All deposits, contributions or subscriptions are to be made via wire transfer, cheque, or debit account from a bank account maintained by the customer with a regulated banking institution. Kindly take note that TNI cannot accept cash deposits.

Notes

1. The applicant may present documents at the offices of the Administrator or alternatively the Fund Manager for certification. If this is not practical, a copy that has been duly certified by a public authority (notary public or relevant ambassador) is acceptable.
2. The placement agent/ administrator reserves the right to require additional information including source of funds based on its assessment of risk category of the client.

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SUPPLEMENT I

TNI Blue Chip UAE Fund

Management Agreement and Application Form

Serial

No. _____

(Supplement to the Private Placement Memorandum dated February 2005, updated March, 2006, September, 2010, July 2012, February 2015, September 2015, November 2016 and May 2017)

I/We, the undersigned applicant (the "Applicant"),

Mr./Mrs./Messrs. _____, acknowledge having received and read a copy of the Private Placement Memorandum (the "Memorandum") originally dated February 2005 and updated March 2006, September 2010 and July 2012 relating to the establishment and management of the TNI BLUE CHIP UAE FUND (the "Fund").

Capitalised words and expressions that are not defined in this Management Agreement and Application Form (the "Agreement") shall bear the meanings assigned to them in the Memorandum.

THE APPLICANT WISHES TO APPLY FOR AND ACQUIRE UNITS IN THE FUND ON THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE MEMORANDUM AND THE APPLICANT UNDERTAKES TO PAY INTO THE ACCOUNT(S) REFERRED TO BELOW, THE FULL VALUE OF THE UNITS APPLIED FOR HEREUNDER BY CHEQUE, MONEY ORDER OR BANK TRANSFER, ON OR BEFORE THE FIRST CLOSING OF MARCH 31, 2005

CLASS A SHARES

Beneficiary Name: TNI BLUE CHIP UAE FUND
Beneficiary Account Number: 1000427417
IBAN: AE370080000001000427417
Bank Name: Arab Bank for Investment and Foreign Trade
Bank Address: Main Branch, Abu Dhabi
SWIFT Code: ABINAEAXXX

CLASS B SHARES

Beneficiary Name: TNI BLUE CHIP UAE FUND
Beneficiary Account Number: 1000427789
IBAN: AE810080000001000427789
Bank Name: Arab Bank for Investment and Foreign Trade
Bank Address: Main Branch, Abu Dhabi
SWIFT Code: ABINAEAXXX

USD Correspondent Bank

Correspondent: Standard Chartered Bank, New York
SWIFT Code: SCBLUS33XXX

NUMBER OF UNITS AND PAYMENT ARRANGEMENT

Number of Units Applied For:

In Figures _____ Units In Words _____ Thousand Units

Subscription Amount:

For Class A Units:

AED _____ /- In Words _____ AED

For Class B Units:

USD _____ /- In Words _____ USD

Subscription Fee of 3% of Subscription Amount:

For Class A Units:

AED _____ /- In Words _____ AED

For Class B Units:

USD _____ /- In Words _____ USD

Total funds to be remitted:

For Class A Units:

AED _____ /- In Words _____ AED

For Class B Units:

USD _____ /- In Words _____ USD

IT IS AGREED THAT THE PARTICIPATION OF THE APPLICANT IN THE FUND AND THE ALLOTMENT OF UNITS TO THE APPLICANT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The Applicant hereby represents and warrants to the Fund Manager that:
 - 1.1 the Applicant has read and understood the contents of the Memorandum including the section titled "Investment Considerations", prior to entering into this Agreement and the Applicant agrees and undertakes to be bound by the terms and conditions thereof; and
 - 1.2 the Applicant has the requisite power, authority and legal capacity and (if the Applicant is a corporation, partnership or other legal entity) the Applicant is presently duly organised, validly existing and in good legal standing in the jurisdiction of its organisation and has received all the necessary authorisation, if any, requisite for such corporation, partnership or entity to enter into this Agreement and to acquire Units in accordance with the terms and conditions hereunder and the Memorandum.
2. The Applicant agrees and understands that participation in the Fund is subject to the provisions set out in the Memorandum, which are deemed to be incorporated herein, and which include the following terms and conditions:
 - 2.1 During the Initial Offering Period, the minimum subscription amount per Unit Holder is 500,000 (five hundred thousand) Units equal to AED 5,000,000 (five million) with additional investments in multiples of 50,000 (fifty thousand) Units totaling AED 500,000 (five hundred thousand). Subsequent to the Initial Offering Period, the minimum subscription per Unit Holder for Class A Units is AED 350,000 (Three hundred fifty thousand UAE Dirhams), with additional investments in multiples of AED 35,000 (Thirty five thousand UAE Dirhams). Additional subscriptions for Class A Units (for existing Unit Holders) will be accepted in increments of AED 35,000 (Thirty five thousand UAE Dirhams). Following the USD Date, the minimum subscription per Unit Holder for Class B Units is US\$ 100,000 (One Hundred thousand US Dollars), with additional investments in multiples of USD 10,000 (ten thousand US Dollars). Additional subscriptions for Class B Units (for existing Unit Holders) will be accepted in increments of USD 10,000 (ten thousand US Dollars). However, the Fund Manager may, in its discretion, elect to accept subscriptions for lower amounts of Units. There is no limit to the number of Units or amounts that may be accepted for Subscription at any point in time. The subscription monies for Class B Units will be converted to AED using the Conversion Method on the relevant Dealing Day and Units will be allocated based on the AED equivalent of the USD received and the relevant NAV per Unit.

2.2 The Fund will be open to receive Subsequent Investment(s) on any Business Day of each month subject to Notice period for subscription of 2 Business Days prior to the Dealing Day. The consideration payable for any Subsequent Investment(s) in the Fund shall be equal to 1) the next reported Net Asset Value per Unit times the number of Units acquired (e.g. Subsequent Investment(s) accepted two days prior to the Dealing Day will have a Net Asset Value per Unit as calculated on the following Valuation Day); plus 2) Subscription Fee.

2.3 The Units will be maintained in book entry (registered) form in the Unit Holders Registry held at the offices of the Administrator and such Unit Holders Registry shall be and shall remain the sole and conclusive proof of ownership of the Units. The Administrator will not take notice of any trust in respect of ownership of Units in the Fund or any transfer of title of the Units in the Fund, unless the transfer has been effected in accordance with the provisions of this Agreement;

2.4 Units shall not normally be transferable. By way of exception, Units may be transferred with the prior written approval of the Fund Manager. The Fund Manager will be entitled, in its sole and subjective discretion to approve or refuse a proposed transfer of Units without any obligation to give any reasons. If approved by the Fund Manager, in the manner provided earlier, transfers of Units may be made to a transferee who/which has duly completed and executed a transfer agreement, in form and substance satisfactory to the Fund Manager, containing representations, warranties and agreements similar to those contained in this Agreement;

2.5 Any person or legal entity becoming entitled to a Unit or Units in the Fund as a consequence of death or bankruptcy of a Unit Holder or otherwise by operation of law or judicial decision may, subject as provided below, and upon such evidence being produced as may from time to time be lawfully required by the Fund Manager, apply to the Administrator in writing to register himself as the holder of the Units or elect to have some person nominated by him registered as the transferee thereof;

2.6 All limitations, restrictions and provisions contained in this Agreement and the Memorandum relating to the transfer and the registration of the transfer of Units shall be applicable to any transfer of Units or transmission of Units by operation of law or judicial decision;

2.7 A person or legal entity becoming entitled to a Unit or Units as a consequence of death or bankruptcy of a Unit Holder or otherwise by operation of law or judicial decision shall not be entitled in respect of the Unit or Units to exercise any of the rights or privileges of a Unit Holder, until such person or legal entity is registered as a Unit Holder in the Unit Holders Registry maintained by the Administrator;

2.8 The Subscription Fee, as provided in the Memorandum, must be paid into the bank account(s) referred to above at the time of submission of this Agreement; and

2.9 This Agreement constitutes an irrevocable offer of the Applicant to subscribe for the Units specified herein, however, the Fund Manager reserves the right, in its sole discretion, to accept or reject this offer to subscribe, in whole or in part, without being under any obligation to give any reasons, before or after the receipt of the Subscription Amount and the Subscription Fee, and to allocate Units to and among prospective Unit Holders as the Fund Manager, in its sole discretion, may determine. This offer to subscribe for Units will constitute, if accepted by the Fund Manager, a legally binding and enforceable agreement between the Applicant and the Fund Manager for its own account and/or for the account of the Fund concerning the subject matter of this Agreement.

3. The Applicant admits and acknowledges that the Applicant is aware of the following, at the time of entering into this Agreement

3.1 that there is no established secondary market for the Units at the time of subscription and that the Units have not been and may not be registered or listed on any stock exchange in any jurisdiction in the near future;

3.2 that transfers of Units may only be made, subject to prior written approval of the Fund Manager, to a transferee who/which has duly completed and executed a transfer agreement, in form and substance satisfactory to the Fund Manager, containing representations, warranties and agreements similar to those contained in this Agreement. The Applicant understands that the Fund Manager reserves the right to disapprove, in its sole discretion, of any proposed transfer of Units without assigning any reason.

4. The Applicant expressly and irrevocably appoints the Fund Manager to act during the life of the Fund as the Applicant's portfolio manager and agent and empowers the Fund Manager, in its capacity as the agent of the Applicant to invest, subject to the provisions of the Memorandum: (a) the funds subscribed by the Applicant hereunder collectively with funds subscribed by other Unit Holders and (b) the income derived from such collective investments, subject to the provisions of the Memorandum

(both the foregoing hereinafter the "Collective Investments"). Without prejudice to the foregoing, the Fund Manager is authorized and empowered to do and carry out the following on behalf of the Applicant to:

4.1 represent the Applicant's interest as a Unit Holder in all aspects before all competent regulatory and Government authorities, departments and agencies;

4.2 acquire, hold, and register the Assets on behalf of the Unit Holders in the name of the Fund Manager;

4.3 deal with banks to obtain part funding for leveraging the acquisition of Assets

4.4. do all acts, deeds and things necessary or incidental to the Collective Investments and the acquisition and/or disposition of Assets;

4.5 appear before all courts of all categories and to appoint lawyers in connection with claims and demands arising out of or relating to the Collective Investments and Assets;

4.6 to appear before the appropriate authorities and to admit and execute sale deeds and/or other conveyances and documents and papers in connection with the acquisition, sale or other disposition for value of the Assets;

4.7 deal with and engage and appoint lawyers to deal with claims and demands relating to Collective Investments and/or the Assets;

4.8 take or carry out all steps, legal formalities and other procedures, to the extent reasonably possible under law, to protect the Collective Investments and the Assets; and

4.9 do all reasonable acts, deeds and things reasonably possible under law to protect the rights and interests of the Unit Holders as collective investors.

5. The Applicant expressly and irrevocably authorises and empowers the Fund Manager to do and carry out the following acts and things on behalf of the Applicant:

5.1 to review and approve, as it deems fit, Collective Investments identified and recommended by the Investment Committee; and

5.2 to exercise the powers and discharge the functions of the Investment Committee set out in the Memorandum.

6. The Fund Manager will be entitled to seek, obtain and rely upon the advice of the Investment Committee of the Fund and shall incur no liability in respect of any act or omission taken or omitted upon any notice, consent, request, instruction or other instrument believed in good faith to be genuine or to be signed by properly authorized persons.

7. The Applicant expressly agrees and undertakes to ratify and abide by all decisions taken by the Fund Manager in accordance with the Memorandum, including without limitation, decisions in respect of:

7.1 the term of the Fund;

7.2 the extent of the Collective Investments;

7.3 the manner of management of the Assets;

7.4 the structuring of the Collective Investments to protect the interests of the Unit Holders;

7.5 the acquisition, sale or other disposition for value of the Assets;

7.6 type, nature, location, and value of Assets; and

7.7 the timing of acquisition and disposition of the Assets.

8. The Applicant requests that the Units issued pursuant to this Agreement are registered in the name and address set out below:

Name Mr./Mrs./Messrs. _____

Registered Address (Physical address)

Street _____

PO Box _____

City _____

Telephone _____

Fax _____

E-mail _____

Mailing address: (if other than above)

BENEFICIAL OWNER DECLARATION

For Individuals

Passport No:

Place/ Country of birth:

Residential status (country):

Are you a US green card holder/ resident of US (last 3 years): Yes No

Tax Residence (Country):

Financial entities

Are you a financial institution Yes No

Are you a foreign financial institution subject to FATCA yes No

If Yes complete the following:

In case you are a financial institution, to which category you institution belongs to:

Participating FFI Reporting Model 1 FFI Participating in a model 2 IGA Jurisdiction

Certified deemed compliant Registered deemed compliant Exempt beneficial owner

Others, please specify

Global Intermediary Identification No (GIIN):

Other entities

Legal Form: Partnership Public company Limited Liability

Offshore holding co Trust Other

Is your investment income less than 50% of your gross income as per the last audited financial statements: Yes/ No

Details of the owners/ (beneficial owners) of the entity that owns 10% or more participation in the entity (Not required to disclose the below information if the entity is a publicly listed company in a recognized stock exchange/ government entities)

Name	Nationality	% ownership	Current residential status	Place and country of birth	US Green Card holder/ Resident in the US over the last 3 years

Ultimate beneficial owner (in case the 10% or more beneficial owner identified above is another entity, please identify the beneficial owner of 10% or more of each such entity in the table below, use additional tables in case there are more than one entity holding 10% or more ownership)

Name of the entity:

Details of the owners/ (beneficial owners) of the entity that owns 10% or more participation in the entity

Name	Nationality	% ownership	Current residential address	Place and country of birth	US Green Card holder/ Resident in the US over the last 3 years

Notes:

- 1. Please provide most recent register of owners as per list above.
- 2. Undertaking: We undertake to inform the administrator/ fund manager should there be any change in the ownership structure in the future.
- 3. We hereby provide customer identification form (such as passport / national ID) and address proof for each beneficial owner identified above.

9. Only the person or legal entity referred to in the preceding paragraph or a person or legal entity who/which is registered in the Unit Holder Registry maintained by the Administrator in accordance with the Memorandum shall for all purposes related to the Fund, including for the purposes of distribution of capital and profits and sending of notices and communications, be considered by the Fund Manager to be the absolute and beneficial owner of the Units allotted under this Agreement and:

9.1 the Fund Manager will be entitled to an absolute discharge in respect of all entitlements and payments made to such person or legal entity; and

9.2 the Fund Manager will be entitled to act on the instructions of such person or legal entity.

9.3 This Agreement and the Memorandum shall be governed by the laws of the Emirate of Abu Dhabi and the United Arab Emirates and the courts of Abu Dhabi shall have jurisdiction in respect of all disputes or differences arising under or out of or connected to this Agreement and/or the Memorandum.

The Applicant encloses herewith:

- if the Applicant is a natural person, a certified* copy or copies of the relevant passport or passports which shows current residence together with evidence of address (utility bill or bank statement); or
- b) if the Applicant is a corporation, partnership or other legal entity, a certified* copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or other constitutive documentation), a copy of the trade license and signatory card or power of attorney verifying the authority of the person authorised to sign on behalf of the corporation, partnership or other legal entity.

*Notes:

- 1 The applicant may present documents at the offices of the Administrator or alternatively the Fund Manager for certification. If this is not practical, a copy that has been duly certified by a public authority (notary public or relevant ambassador) is acceptable.
2. The placement agent/ administrator reserves the right to require additional information including source of funds based on its assessment of risk category of the client.

Source of funds used in this account

(Own Account, Gift, Borrowed, Proceeds from Own Company, Account is opened on behalf of another)

Method of deposit/fund transfer: _____

(Cheque, Wire Transfer, Debit Account, Other)

TNI does not accept cash

SIGNED by/ for and on behalf of, Name of Applicant (Print) _____

Note: The remittance must come from a bank account of the customer maintained with a regulated banking institution.

Name of Signatory _____ Signature _____

Designation of Signatory _____ Date and Place _____

(for legal entities)

Source of funds used in this account

(Own Account, Gift, Borrowed, Proceeds from Own Company, Account is opened on behalf of another)

Method of deposit/fund transfer: _____

(Cheque, Wire Transfer, Debit Account, Other)

TNI does not accept cash

SIGNED by/ for and on behalf of, Name of Applicant (Print) _____

Note: The remittance must come from a bank account of the customer maintained with a regulated banking institution.

FOR US INVESTORS:

Check the box wherever applicable:

- I am not physically located in the United States and I am not a US Person as that term is defined in the US Securities Act of 1933 and US Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated there under; or
- I am physically located in the United States or I am a US Person as that term is defined pursuant to US Securities Law and, in either case I am a "Qualified Purchaser" who is also an "Accredited Investor" as those terms are defined in the US Securities Act of 1933 and US Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated there under.
- [Name of investor] acknowledges and confirms that [name of advisor] as an Investment Advisor with the USA Securities and Exchange Commission, has advised [name of investor] in relation to the TNI BLUE CHIP UAE FUND.
- [Name] acknowledges and confirms that it is a 'qualified private fund' as defined in the US Investment Advisors Act of 194, as amended, and the rules and regulations promulgated there under.

SUPPLEMENT II

TNI BLUE CHIP UAE FUND

Redemption Form

To: Apex Fund Services Ltd – Abu Dhabi branch PO Box 27925- Abu Dhabi - United Arab Emirates, Tel: +971 2 672 6327 Fax: +971 2 672 6328

And,

Copy to: The National Investor - 24th Floor, Sky Tower, Al Reem Island -Phone: +971 2 619 2300 - PO Box 47435, Abu Dhabi, UAE
Fax: +971 2 619 2331

(Supplement to the Private Placement Memorandum dated February 02, 2005 - updated March, 2006, September, 2010, July 2012, February 2015, September 2015, November 2016 and May 2017)

Dear Sirs,

I/We, the undersigned Unit Holder,

Mr./Mrs./Messrs. _____,

Hereby request redemption of my/our Units of the TNI BLUE CHIP UAE FUND ("the Fund") on the forthcoming dealing day in accordance with the following:

a) I/We request the redemption of:

Number of Units

In Figures: _____ Units in Words _____ Thousand
Class [A/B] Units on the basis of the Net Asset Value per Unit in accordance with the terms of the Private Placement Memorandum dated February 02, 2005, updated March, 2006, September, 2010, July 2012, February 2015, September 2015, November 2016 and May 2017.

b) I/We request to receive the amount of

Redeemed Amount

For Class A Units:

AED _____ /- In Words _____ AED

For Class B Units:

USD _____ /- In Words _____ USD

and authorize you to redeem as many Units as necessary for that purpose, on the basis of the Net Asset Value per Unit as defined in the terms of the Private Placement Memorandum dated February 02, 2005, and updated March, 2006, September, 2010 and July 2012.

I/We hereby request payment to be made as follows:

— By check drawn in favor of Mr./Mrs/Messrs. _____

— By transfer to A/C No _____ held with [THE BANK] in the name of

Mr./Mrs./Messrs. _____

(Account/Subscription No. _____)

SIGNED by/ for and on behalf of:

Name of Applicant (Print):

Name of Signatory (Print):

Signature _____

Designation of Signatory (for legal entities) _____

Date and Place _____

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