

KHALEEJ EQUITY FUND

(An open-ended collective investment scheme pursuant to the regulations for the operation and marketing of collective investment schemes issued by the CBB as contained in the CBB rulebook, Volume 6, Capital Markets, Collective Investment Undertaking Module authorized under the laws of the Kingdom of Bahrain and created by SICO Funds Company BSC (c))

Offering of up to 200,000 Class A Units and 100,000 Class B Units

Fund Company

SICO FUNDS COMPANY B.S.C. (c)

Investment Manager

SECURITIES & INVESTMENT COMPANY BSC (c)

Khaleej Equity Fund qualifies as an expert fund under the Collective Investments Undertakings Regulations issued by the Central Bank of Bahrain as contained in the CBB rulebook, Volume 6, Capital Markets, Collective Investment Undertaking Module.

Being an expert fund, investment in Khaleej Equity Fund is open to only Expert Investors as defined in the Section headed 'Definitions'. No person who does not qualify as an Expert Investor may subscribe for units in the Khaleej Equity Fund.

The date of this Information Memorandum as amended from time to time is March 08, 2010.

This Information Memorandum does not constitute an offer or solicitation of Units in any jurisdiction in which such offer or solicitation is not authorised. No action has been taken to permit the distribution of this Information Memorandum in any jurisdiction other than in the Kingdom of Bahrain. Accordingly, this Information Memorandum may not be used for the purpose of, and does not constitute, an offer or solicitation by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

Recipients of this Information Memorandum should inform themselves about and observe any applicable legal requirements.

NOTICE TO INVESTORS

The Central Bank of Bahrain, the Bahrain Stock Exchange and the Ministry of Industry and Commerce of the Kingdom of Bahrain take no responsibility for the accuracy of the statements and information contained in this Information Memorandum or for the performance of this Fund, nor shall they have any liability to any person, an Investor or otherwise, for any loss or damage resulting from reliance on any statement or information contained herein.

This Information Memorandum is being furnished to Expert Investors as defined in the section headed 'Definitions' primarily in GCC Countries on a confidential basis so that they may consider the opportunity to purchase the Units. This Information Memorandum is the lawful property of the Fund Company and may not be distributed, reproduced or copied, as a whole or in part, nor may any of its contents be disclosed without the prior written and express permission from the Fund Company or the Investment Manager.

No person has been authorised to give any information or to make any representations other than those contained in this Information Memorandum. If given or made, such information or representations must not be relied upon as having been authorised by the Fund Company, the Directors or the Investment Manager.

This Information Memorandum provides a summary of information relevant to investing in the Fund. The information in this document relating to the Articles of Association and Memorandum of Association of the Fund Company does not purport to be complete and this Information Memorandum is qualified by reference to such documents.

The Units being offered may not be purchased or held by, or purchased or held for the benefit of, any Non-Qualified Person as defined hereinafter at any time. "Non-Qualified Person" means any person to whom a transfer to, or holding by such person of, Units would:

- (a) be in breach of any law or requirement of any country or governmental authority in any jurisdiction whether on its own or in conjunction with any other relevant circumstances;
- (b) result in the Fund Company or the Fund incurring any tax liability which the Fund Company or the Fund would not otherwise have incurred or suffered;
- (c) require the Fund Company or the Fund to be registered under any statute, law or regulation, whether as an investment company or trust scheme; or
- (d) cause the Fund Company or the Fund to be required to apply for registration or comply with any registration requirements in respect of any of the Units in any jurisdiction other than in Bahrain.

Khaleej Equity Fund is an expert fund under the Collective Investments Undertakings Regulations issued by the Central Bank of Bahrain as contained in the CBB rulebook, Volume 6, Capital Markets, Collective Investment Undertaking Module. Being an expert fund, investment in Khaleej Equity Fund is open to only Expert Investors as defined in the Section headed 'Definitions'. No person who does not qualify as an Expert Investor may subscribe for units in Khaleej Equity Fund.

Investing in the Fund involves risk. The Fund is an open-ended collective investment scheme designed for Investors seeking long-term capital appreciation primarily through investing in the equity markets of the

GCC Countries. The Fund will actively purchase and sell equity, equity related, hybrid and debt securities listed in the GCC Countries. Therefore, investing in the Fund involves risks and Investors should be able to bear the economic risks of their investment in the Fund, including all or part thereof, and should not be dependent upon any returns from such investment for any basic financial needs.

Investors should be aware that the value of units might decrease as well as increase.

Each Investor may acquire Units solely for investment purposes. The Units may not be directly or indirectly sold, transferred, or assigned, by operation of law or otherwise, without the prior written consent of the Directors or, to the extent delegated by the Fund Company, the Investment Manager. Any attempt by an Investor to transfer Units constitutes a tender to the Directors for the redemption of such Units.

The Directors of the Fund Company accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors of the Fund Company, having taken all reasonable care to ensure that this is the case, the information contained in this Information Memorandum is in accordance with the facts and does not omit anything likely to materially affect the meaning of such information.

The statements contained herein that are not historical facts are forward-looking statements. These forward-looking statements are based on current expectations, estimates and projections about the industry and markets in which the Fund would operate; management's beliefs and assumptions. Words such as "expects", "anticipates", "should", "intends", "plans", "believes", "seeks", "estimates", "projects", variations of such words and similar expressions are intended to identify such forward-looking statements. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or forecast in such forward-looking statements.

The Fund Company, in its sole discretion, may reject any subscription for Units in whole or in part at any time prior to acceptance thereof. Furthermore, the Fund Company may at any time and at its discretion redeem the Units and distribute to Investors their respective share of the proceeds thereof.

The Fund Company, the Investment Manager, the Registrar and the Custodian and the Placement Agent reserve the absolute right to require further verification of the identity of each potential investor or that of the person or entity on whose behalf the potential investor is applying for a subscription in the Fund. Each potential investor will provide satisfactory evidence of identity, within a reasonable time period determined by the Fund Company.

Legal counsel to the Fund Company and the Investment Manager, in assisting with the preparation of this Information Memorandum, have relied on information supplied by the Fund Company and the Investment Manager, have not independently verified the accuracy or completeness of any information contained herein, make no representation or warranty with respect thereto and assume no liability for the contents of, or any omission from, this Information Memorandum.

Applications for Units are subject to acceptance by the Fund Company.

This Information Memorandum is important and should be read in its entirety. Potential Investors are strongly advised to seek professional advice in relation to the contents of this Information Memorandum.

The contents of this Information Memorandum should not be construed as investment, legal or tax advice. Each potential Investor must seek independent investment, legal and tax advice with respect to the implications of investing in the Units.

The information in this Information Memorandum is given as of the date hereof, unless expressly otherwise specified herein.

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I. DEFINITIONS

The following definitions shall apply throughout this document unless the context requires otherwise:

“Administration Agreement”	means the administration agreement between the Administrator and the Fund Company dated 4 th June 2008 in connection with the Fund;
“Administrator”	means HSBC Bank Middle East Limited, Bahrain Branch or its successor when acting as administrator to the Fund or such other entity appointed to act in such capacity from time to time by the Fund Company;
“Articles of Association”	mean the Articles of Association of the Fund Company;
“Auditor”	means PricewaterhouseCoopers, Bahrain or their successors when acting as auditors for the Fund or such other entity appointed to act in such capacity from time to time by the Fund Company;
“Bahrain”	means the Kingdom of Bahrain;
“Bahrain Law”	means the laws and regulations in force in Bahrain;
“Base Currency”	means the base currency of the Fund, which is the U.S. Dollar;
“Board”	means the board of directors of the Fund Company;
“BSE”	means Bahrain Stock Exchange;
“Business Day”	means a day on which banks and financial institutions are open for general business in Bahrain;
“CBB”	means Central Bank of Bahrain;
“Certificates”	means electronics certificates representing Units issued pursuant to the Instrument substantially in the form set out in the section headed “ <i>XVI. Form of Instrument – First Schedule – Form of Unit Certificate</i> ”;
“Class A Units”	Class A Units represent units in the Fund which are acquired by the Investors directly from the Investment Manager;
“Class B Units”	Without prejudice to the definition of Class A Units, Class B Units represent units in the Fund which are acquired by institutional investors through third party distributors;

“Closing Date”	with regard to Class A Units, the Closing Date means the last date for receipt of applications for Class A Units pursuant to the Initial Offering for Class A Units, being February 29, 2004 or such later date as the Directors, acting on their sole discretion, may determine; with regard to Class B Units, the Closing Date means the last date for receipt of applications pursuant to the Initial Offering for Class B Units being August 30, 2008 or such later date as the Directors, acting on their sole discretion, may determine;
“Commercial Companies Law”	means Bahrain’s Commercial Companies Law No. (21) of 2001 as amended from time to time;
“Custodian”	means HSBC Bank Middle East Limited, Bahrain Branch or its successor when acting as the custodian of the Fund or such other entity appointed to act in such capacity from time to time by the Fund Company;
“Custody Agreement”	means the Custody Agreement between the Custodian and the Fund Company dated 4 th June 2008 in connection with the Fund;
“Dealing Day”	Every Thursday and where such Thursday is not a Business Day, then the next Thursday which is a Business Day
“Directors”	means the directors (Board Members) of the Fund Company;
“Effective Date”	means such date as determined by the Directors, acting in their sole discretion, provided that it falls no later than 45 days from the date on which the Fund is approved for the first time by the CBB;
“Expert Investors”	are: <ul style="list-style-type: none"> a) Individuals holding financial assets (either singly or jointly with their spouse) of US\$ 100,000 or more; (b) Companies, partnerships, trusts or other commercial undertakings, which have financial assets available for investment of not less than US\$ 100,000; or (c) Governments, supranational organisations, central banks or other national monetary authorities, local authorities and state organisations.
“Financial Year”	means a period of one year starting from January 1 and ending on December 31 of each year except for the first financial year that will begin on the Closing Date relevant to Class A Units and expire on December 31, 2004;

“Fund”	means Khaleej Equity Fund, an expert open-ended collective investment scheme established by way of an Instrument as a contractual arrangement between the Fund Company and the Investors and approved and supervised by the CBB;
“Fund Company”	means SICO Funds Company B.S.C.(c), a closed joint stock company incorporated with limited liability under the laws of Bahrain to act as an umbrella vehicle for funds including the Fund;
“GCC Countries”	means member countries of the Gulf Cooperation Council currently including Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and the United Arab Emirates;
“Information Memorandum”	means this Information Memorandum and all appendices, attachments and supplements thereto including, without limitation, the Subscription Agreement and the Redemption Request Form;
“Instrument”	means the instrument issued by SICO Funds Company B.S.C.(c), dated January 13, 2004 as amended from time to time with the prior approval of the CBB in connection with the creation of Units in the Fund;
“Investment Manager”	means Securities & Investment Company BSC(c) or its successor when acting as investment manager to the Fund or such other entity appointed to act in such capacity from time to time by the Fund Company;
“Investment Management Agreement”	means the Investment Management Agreement between the Fund Company and Securities & Investment Company BSC(c) dated January 13, 2004 in connection with the Fund;
“Investors”	means Expert Investors who subscribe to Units in the Fund; the term can be used interchangeably with the term Unitholders;
“Initial Offer Period”	with regard to Class A Units means the period commencing at 12 noon on the Effective Date and concluding on the Closing Date relevant for Class A Units; and with regard to Class B Units, the term “Initial Offer Period” means the period commencing at 12 noon on the Effective Date and concluding on the Closing Date relevant for Class B Units;

“Initial Offering”	with regard to Class A Units, means the offering of 200,000 units at US\$ 100 per Unit plus a subscription fee of US\$ 2 per Unit; and with regard to Class B Units, means the offering of 100,000 units at the price set out in the definition of Subscription Price below;
“Asset Management Committee”	has the meaning given to it in the section headed “ <i>VIII. Management and Administration – Asset Management Committee</i> ”;
“Investment Objective and Policy”	means the investment objective and policy of the Fund as set out in the section headed “ <i>IV. Investment Policy – Investment Objective and Policy</i> ”;
“Memorandum of Association”	means the Memorandum of Association of the Fund Company;
“Money Laundering Regulations”	means regulations, ministerial orders and circulars in force in Bahrain in connection with the prevention and combating of money laundering, including, but not limited to, Legislative Decree No. (4) of the year 2001 with respect to Prohibition of and Combating Money Laundering and the various Ministerial Orders and circulars issued with regard thereto and Terrorist Financing from time to time including, but not limited to, Ministerial Order No. (7) of 2001 with respect to the Institutions' Obligations Concerning the Prohibition of and Combating Money Laundering and any other law which may come into force in Bahrain in the future in connection with anti money laundering regulations;
“Net Asset Value or NAV”	with regard to a class of Units means the net asset value of that class of Units as determined in accordance with the principles set out in the section headed “ <i>VII. Determination of Net Asset Value</i> ”;
“Operator”	means Securities & Investment Company BSC(c), which owns 99.99% shares in the Fund Company;
“Placement Agency Agreement”	means the Placement Agency Agreement between the Fund Company and Securities & Investment Company BSC(c) dated January 13, 2004 in connection with the Fund;
“Placement Agent”	means Securities & Investment Company BSC(c) or its successor when acting as placement agent to the Fund or such other entity appointed in such capacity from time to time by the Fund Company;

“Redemption Day”	with respect to a class of Units means each Dealing Day falling after the expiry of the six-month period directly succeeding the Closing Date relevant to that class of Units. For the avoidance of doubt, redemption will not be permitted during the six-month period directly succeeding the Closing Date relevant to that class of Units;
“Redemption Price”	means the price at which each of Class A and Class B Units will be redeemable both in respect of redemptions at the option of the Unitholders and in respect of compulsory redemptions at the option of the Fund Company calculated as described in the section headed “ <i>VI. Subscriptions and Redemptions</i> ”;
“Redemption Request Form”	means the redemption form approved by the Fund Company, which the Investors must submit, in the manner described in this Information Memorandum and attached to the Subscription Agreement, for purposes of redeeming Units in the Fund;
“Registrar”	means Apex Fund Services Bahrain WLL, Bahrain or its successors when acting as registrar for the Fund or such other entity appointed in such capacity from time to time by the Fund Company;
“Registrar Agreement”	means the Registrar Agreement between the Fund Company and Apex Fund Services Bahrain WLL, Bahrain dated February 28, 2010 in connection with the Fund;
“Settlement Date”	with respect to a class of Units means the final date for receipt of subscription monies raised during the Initial Offer Period, relevant to that class of Units;
“SICO”	means Securities & Investment Company BSC(c);
“Subscription Agreement”	means the Subscription Agreement prepared by the Fund Company in connection with the Fund and entered into with each Investor.
“Sub-Placement Agent”	means an entity appointed by the Placement Agent to act as a sub-placement agent to the Fund;
“Subscription Day”	with respect to a class of Units means each Dealing Day falling after the Closing Date for that class of Units;

“Subscription Price”

means the price at which Units are being offered which is: (i) with respect to Class A Units - US\$ 100 per Unit plus a subscription fee of US\$ 2 per Unit in respect of the Initial Offering for Class A Units and with respect to Class B units - the prevailing NAV of Class A Units on the relevant Subscription Day plus a subscription fee of 2 per cent thereon,, and (ii) the price calculated for each Class of Units as described in the section headed “VII. Determination of NAV” plus a subscription fee of up to 2% of the subscription amount;

“US\$ or U.S. Dollar(s)”

means the lawful currency of the United States;

“Unitholders”

means the holder or holders of all or any of the Units, being the person or entity who is for the time being entered in the register maintained pursuant to the conditions as a Unitholder;

“Units”

means non-voting units of Class A and Class B in the Fund;

II. SUMMARY OF TERMS

This summary should be read in conjunction with and is qualified entirely by reference to the information appearing in the full text of this Information Memorandum under the sections appearing below and by reference to the agreements and other documents described in this document.

The Fund

The Fund is an open-ended expert fund under the Collective Investments Undertakings Regulations issued by the Central Bank of Bahrain as contained in the CBB rulebook, Volume 6, Capital Markets, Collective Investment Undertaking Module. Being an expert fund, investment in Khaleej Equity Fund is open to only Expert Investors as defined in the Section headed 'Definitions'. No person who does not qualify as an Expert Investor may subscribe for units in the Khaleej Equity Fund.

The Fund is a contractual arrangement between the Fund Company and the Investor. Such contractual arrangement has been approved by and will be supervised by the CBB. As such, the Fund does not have a separate legal status for purposes of Bahrain Law.

The Fund Company

SICO Funds Company B.S.C.(c), is a closed joint stock company incorporated with limited liability under the laws of Bahrain to act as an umbrella vehicle for the creation of collective investment schemes including the Fund. The Fund Company will, by way of the Instrument, create Units in the Fund for which Investors would be invited to subscribe. The monies raised in this offering of Units will be separated for accounting purposes from the Fund Company's other assets and from the assets of other collective investment schemes created, marketed or managed by the Fund Company.

The duration of the Fund Company is twenty five calendar years commencing from the date of registration of the Fund Company i.e. March 30, 1998 in the Commercial Registry. This duration may be extended by a resolution to be adopted by an extraordinary meeting of the general assembly, in the manner provided in the Commercial Companies Law, of the Fund Company with the approval of the Ministry of Commerce of the Kingdom of Bahrain and the CBB.

Investment Objective and Policy

The primary objective of the Fund is to seek long-term capital appreciation. The Fund will aim to achieve this investment objective by investing principally in equity securities listed on the stock markets of the GCC Countries.

From time to time the Fund will also invest in equity related, hybrid and debt securities listed in the GCC Countries in addition to unlisted debt securities issued by the governments or quasi government institutions of the GCC Countries.

Investment Commitment

The Investment Manager commits to invest in the Fund by subscribing in cash for the Units on the Closing Date. The Investment Manager also commits to maintain a minimum investment of the lower of 10% of the Fund's NAV or US\$ 2 million throughout the life of the Fund. Withdrawal of the Investment Manager's investment in the Fund shall be subject to CBB approval.

Base Currency

The Fund will be denominated in U.S. Dollars.

Units

The Units would be issued in registered form and Units issued under a Class of Units will rank *pari passu* in all respects with each other. The Units carry no voting rights at meetings of the general assembly of the Fund Company. The rights and obligations of all Units are in accordance with the Instrument. To the extent deemed practicable by the Directors and subject to the Instrument, Units will have the same attributes as bonds issued under the Commercial Companies Law.

Initial Offering

The Fund Company is offering 200,000 Units Class A Units and 100,000 Class B Units at the price set out under the heading of "Subscription Price" in the section headed "Definitions". The maximum number of Units available in the Initial Offering may be increased at the discretion of the Directors in accordance with the section headed "XIV. General Information – Minimum and Maximum Subscription". The minimum initial investment by any applicant is US\$ 100,000.

Initial Offer Period

The Initial Offer Period for Class A Units will commence at and close on the Closing Date relevant for Class A Units; the Initial Offer Period for Class B units means the period commencing at 12 noon on the Effective Date and concluding on the Closing Date relevant for Class B Units;

Further Subscriptions

Each of Class A and Class B Units can be subscribed for, subsequent to the Initial Offer Period relevant thereto, on a weekly basis on each Subscription Day at prices calculated for

that class of Units on the relevant Dealing Day as described in the section headed “VII. Determination of Net Asset Value” plus a subscription fee of 2% of the subscription amount.

Redemptions

Each of Class A and Class B Units will not be redeemable for a period of six months after the Closing Date (save in the case of mandatory redemptions effected by the Fund as described in the section headed “VI. Subscriptions and Redemptions – Mandatory Redemption”). Thereafter weekly redemptions will be permitted at each Redemption Day.

Listing

The Fund Company may seek to list the Fund on the stock exchanges of any of the GCC Countries, including the BSE. The Fund Company does not intend at this time to make a secondary market in the Units.

Investment Manager

Pursuant to the Investment Management Agreement, Securities & Investment Co. BSC (c) has been appointed as the Fund’s Investment Manager. The Investment Manager is, among other things, responsible for the implementation of the Investment Objective and Policy.

Custodian

Pursuant to the Custody Agreement, HSBC Bank Middle East Limited, Bahrain Branch has been appointed as the Fund’s custodian. The Custodian is, among other things, responsible for the safe keeping of and custody over the Fund’s cash and securities.

Administrator

Pursuant to the Administration Agreement, HSBC Bank Middle East Limited, Bahrain Branch has been appointed as the Fund’s administrator. The Administrator is, among other things, in charge of the day-to-day administration of the Fund and for the calculation of the Net Asset Value.

Registrar

Pursuant to the Registrar Agreement, Apex Fund Services Bahrain WLL has been appointed as the Fund’s registrar. The Registrar is, among other things, in charge of providing registrar and transfer agency services including keeping copies of the register of Unitholders.

Placement Agent

Pursuant to the Placement Agency Agreement, Securities & Investment Company B.S.C. (c) has been appointed as the Fund’s Placement Agent. The Placement Agent will use at all times its best endeavors to promote and extend sales of the Fund to all potential Investors and make available materials relating to the Fund to potential Investors as well as receive the Subscription Agreements together with the accompanying

subscription amounts. The Placement Agent will have the discretion to appoint Sub-Placement Agent(s) subject to the terms of the Placement Agency Agreement.

Operator

means Securities & Investment Company BSC(c), which owns 99.99% shares in the Fund Company. The operator and the investment manager are the same entity.

Dividend Policy

The Fund Company intends to distribute part of the Fund's net investment income on an annual basis. The Fund Company may, acting at the sole discretion of the Directors and subject to the approval of the CBB declare and pay dividends out of realised and unrealised capital gains achieved by the Fund. For the avoidance of doubt, the Directors may elect not to pay dividends at all over the life of the Fund.

Taxation

Under currently prevailing taxation law and practice no tax will be payable by the Fund in Bahrain.

Management Fees

Under the Investment Management Agreement, the Fund will pay the Investment Manager (a) with respect to Class A Units, a fixed fee of 1.5% per annum and (b) with respect to Class B Units a fixed fee of 2 % per annum with respect to each class of Units (calculated for these purposes prior to the deduction of management fee) accrued on each Dealing Day and payable monthly in arrears.

Performance Fee

The Investment Manager will also be entitled to receive from the Fund a performance fee of (a) with respect to Class A Units, 10% over and above the hurdle total rate of return of 10% for each Financial Year with the High Water Mark Principle and (b) with respect to Class B Units 20% over and above the hurdle total rate of return of 10% for each Financial Year in accordance with the High Water Mark Principle.

For the purposes of calculating the subscription prices and the redemption prices of Units on any Dealing Day the Performance fees as at that Dealing Day will be accrued but in calculating the Net Asset Value per Unit as at the end of the relevant year-end for determining the Performance Fee such accrual will be ignored. In the event that Units are redeemed, the performance fee in respect of such Units shall be calculated as at the date of such redemption.

The performance fees would be payable to the Investment Manager within fourteen business days following the end of each Financial Year. The performance fees accrued for Units redeemed during a given year will be paid along with the outstanding Units at the end of the Financial Year.

For purposes of calculating the NAV on each Dealing Day , the performance fee will also be calculated based on the the change in the NAV between the two Dealing Days of each class of Units after deduction of all fees and expenses except performance fees. However, this calculation shall be ignored for the purposes of performance fee calculation on Dealing Day and the end of each financial year.

It should be noted that as the net asset value per unit may differ between Classes, separate performance fee calculations will be carried out for separate Classes within a Fund, which therefore may become subject to different amounts of performance fee.

High Water Mark

The High Water Mark is the initial net asset value per Unit or, if higher, the net asset value per Unit as at the end of any previous performance period in which a performance fee was payable to the Investment Manager.

Subscription Fees

A subscription fee of 2% of the price of the relevant class of Units will be charged by the Fund Company to the Investors as detailed in the section headed “*IX. Fees and Expenses – Subscription Fees*”. The Placement Agent or the Directors, acting in their sole discretion, may reduce or waive the subscription fees payable by the Investors.

Other Fees

The Fund will pay other fees to the Administrator, Custodian and Registrar as well as to other providers of professional services as more fully described in the section headed “*IX. Fees and Expenses.*”

Risk Factors

Investing in the Fund involves risk and is only suitable for long-term Investors who understand the risks involved. As with any other investment fund there can be no assurance that the Fund will be profitable and Investors may not recover monies invested. For more detailed risk factor information regarding the Fund, see the section headed “*V. Risk Factors*”.

III. THE FUND AND THE FUND COMPANY

The Fund

The Fund is an open-ended investment fund, created by the Fund Company and established as a collective investment scheme pursuant to the regulations for the operation and marketing of collective investment schemes issued by the CBB as contained in the CBB rulebook, Volume 6, Capital Markets, Collective Investment Undertaking Module.

The Fund is a contractual arrangement between the Fund Company and the Investor. Such contractual arrangement has been approved by and will be supervised by the CBB. As such, the Fund does not have a separate legal status for purposes of Bahrain Law.

There will only be two classes of Units. The Minimum Subscription amount for each of Class A and Class B Units is US\$ 100,000 and additional units must be subscribed for in multiples of 100 Units. The Fund, being open-ended, will offer Units on a continuous basis, on each Subscription Day, through the Placement Agent and through Sub-Placement Agents authorised by the Placement Agent. The Fund Company may seek to list the Fund on the BSE or stock exchanges of other GCC Countries. The Fund Company does not intend at this time to make a secondary market in the Units.

Proposed changes to this Information Memorandum must be made by the Directors and will be subject to the approval of the CBB and reported to Investors of the Fund. However, under the following circumstances Unitholders would be notified at least 14 calendar days before the changes take effect.

- a. Any changes in the investment policy;
- b. Any changes in the operator, manager, administrator or custodian of the Fund;
- c. Any changes in the directors of the Fund Company;
- d. The merger, division or termination of the Fund; and
- e. Any other major issues that may materially affect the Unitholders.

For more information on these and other important matters related to the management and administration of the Fund, see section headed “*VIII. Management and Administration*”.

The Fund Company

SICO Funds Company B.S.C.(c), is a closed joint stock company incorporated with limited liability under the laws of Bahrain to act as an umbrella vehicle for the creation of collective investment schemes including the Fund. The Fund Company approved by the CBB and incorporated in 1998 as a Bahrain joint stock company (closed) with Commercial Registration No. 40378, whose registered address is First Floor, BMB Center, P.O. Box 1331, Manama, Bahrain.

The primary objective of the Fund Company is to issue Units in various funds by way of Instruments that are contractual obligations between the Investors and the Fund Company.

The establishment of the Fund Company and its Memorandum of Association and Articles of Association have been approved by the Ministry of Commerce in Bahrain in accordance with the Bahrain Commercial Companies Law No. 28 for 1975 and Ministerial Order No. 25 for 1977 (as amended), and by the CBB.

The fixed duration of the Fund Company is twenty-five years from the date of registration of the Fund Company i.e. March 30, 1998 in the Commercial Registry. Such duration may be extended by resolution of the Fund Company's shareholders with the prior approval of the Ministry of Commerce and the CBB.

The authorized share capital of the Fund Company is BD 20,000 divided into 200,000 shares. Except for one share, all shares of the Fund Company are owned by Securities & Investment Company BSC(c). The personal liability of the shareholders in the Fund Company for its debts or obligations is limited to the amounts they have subscribed to the capital of the Fund Company.

IV. INVESTMENT POLICY

Investment Objective and Policy

The primary objective of the Fund is to seek long-term capital appreciation. The Fund will aim to achieve this investment objective by investing principally in equity securities listed on the stock markets of GCC Countries. From time to time, the Fund may also invest in equity related, hybrid and debt securities listed in the GCC Countries in addition to unlisted debt securities issued by the governments or quasi government institutions of GCC Countries.

Investment Strategy

The Investment Manager believes that GCC Countries continue to offer strong capital appreciation opportunities for long-term Investors. Despite the rapid increase in market capitalization, trading activity and the number of companies listed in the GCC stock markets, the regional markets remain at an early stage of development. Additionally, these markets remain relatively inefficient with frequent mispricing of securities, which gives rise to stock picking opportunities for Investors with a research-intensive investment approach.

In light of this view, the Investment Manager intends to utilize a bottom-up approach to identify securities that are expected to generate long-term capital appreciation. The Investment Manager will adopt a stock picking approach to develop a concentrated portfolio of companies that are expected to meet the objective of the Fund. Instead of attempting to outperform a particular index, the Investment Manager will aim to achieve stable capital appreciation over the long-term by investing in a combination of companies at various stages of their life cycle in order to manage the overall risk profile of such portfolio. The Investment Manager will continuously assess market conditions and dynamically adjust asset class as well as country allocations in order to efficiently manage the Fund.

The Investment Manager has committed substantial resources to generate research internally both at a macro and micro level. The investment process would be research based where all investment decisions are made in light of detailed and in-depth equity research and analysis. The Investment Manager will attempt to visit companies across the region in order to gain a better understanding of the business dynamics of the companies that the Fund invests in. The Investment Manager will rely mainly on its proprietary research to make investment decisions; however, research produced by external sources will also be utilised in the process.

Typically, the Investment Manager will not try to actively trade the markets and will attempt to establish positions that will help in achieving the long-term objective of the Fund. The long-term bias in the investment process will enable the Investment Manager to minimize trading costs that can be substantial in emerging markets. This approach will also increase the investment manager's focus on the fundamentals of the businesses that it invests in rather than on short-term market volatility.

General Restrictions

In attempting to achieve long-term capital appreciation for the Fund, the Investment Manager would be required to adhere to the following restrictions that have been stipulated by the Directors:

- (a) The Fund shall not invest less than 50% of its NAV in equity securities listed on the stock markets of the GCC Countries;
- (b) The Fund shall not invest more than 50% of its NAV in equity securities listed in any one GCC Country;
- (c) The Fund shall not invest more than 20% of its NAV in securities of any one issuer;
- (d) The Fund shall not invest more than 20% of its NAV in equity related and hybrid securities and not more than 40% of its NAV in debt securities provided that the aggregate of equity related, hybrid and debt securities does not exceed 50% of its NAV;
- (e) The Fund shall not invest more than 20% of its NAV in equity or debt securities that are being offered for listing (initial public offering) on the stock markets of the GCC Countries;
- (f) The Fund shall not invest more than 25% of its NAV in other collective investment schemes (provided that the Fund will not invest more than 10% in one collective investment scheme) that principally invest in equity, equity related or hybrid debt securities in the GCC Countries. This is with a primary focus to gain exposure to equities in which the Fund may not be allowed to invest directly;
- (g) The Fund may borrow up to a maximum of 20% of its NAV by pledging assets of the Fund only as a temporary measure to finance its operations and not to seek leverage;
- (h) The Fund shall not make any investments that would expose it to unlimited liability;
- (i) The Fund shall not deal short or on margin;
- (j) The Fund will not make any loan or give any guarantee;
- (k) The Fund will not take or seek to take legal or management control over the issuers of any of its underlying investments; and
- (l) The Fund will only purchase or sell stock or stock index derivatives for the purposes of hedging portfolio risk. The Fund will not use stock or stock index derivatives for the purposes of speculation provided always that the Fund will not invest more than 20% of its NAV in such instruments.

The Fund's Operator shall not engage in any transactions with the Fund.

Legal Limitations

In managing the Fund, the Fund Company and the Investment Manager will comply with the requirements of Bahrain Law and other relevant laws. In particular, the Fund Company and the Investment Manager will, and will cause the Fund to, comply with the requirements of CBB's Collective Investments Undertakings Regulations as contained in the CBB rulebook, Volume 6, Capital Markets Collective Investment Undertaking Module and subsequent supplementary regulations that have been approved and issued by the CBB. Derogation from such requirements is only permitted subject to the approval of the CBB.

V. RISK FACTORS

An investment in the Units involves certain risks relating to the investment strategies of the Fund Company and the Investment Manager. No representation is hereby made that the Fund's investment objective will be achieved. The following is intended as a summary of certain investment considerations and risks associated with this investment, but is not exhaustive and must be supplemented by the Investors' own analysis of, among other things, Investors' personal or corporate financial circumstances.

Emerging Market Risk

The prospects for economic growth in GCC Countries is considerable and equity returns have the potential to exceed those in mature markets as growth is achieved. However, generally accepted accounting, auditing and financial reporting practices in emerging markets may be significantly different from those in developed markets. In relation to mature markets, some GCC Countries may have a low level of regulation, enforcement of regulations and monitoring of investors' activities. The securities markets of GCC Countries are not as large as the more established securities markets and may at times have substantially less trading volume, resulting in a lack of liquidity and high price volatility. There may be a high concentration of market capitalisation and trading volume in a small number of stocks as well as a high concentration of investors and financial intermediaries. These factors may adversely affect the timing and pricing of the Fund's acquisition or disposal of securities. The GCC Countries have at times exhibited high volatility and sudden decline in prices of equities and therefore cannot be assured to give stable and/or positive returns in the future. Therefore, the Fund's return may be expected to fluctuate in response to changes in the value of the underlying investments.

Currency Risk

The Fund will invest in GCC Countries, which operate under a fixed exchange rate regime with their currencies pegged to that of the U.S. Dollar. The price of the Unit is denominated in U.S. Dollars and any shift in the fixed exchange rate of any country may potentially expose Investors to adverse fluctuation in returns.

Term of Investment

Equity investments by their very nature are high-risk investments with possible sudden decline in prices due to various factors resulting in a potential loss of capital. Therefore, investment in the Fund should be regarded as a high-risk investment, and there can be no guarantee that the Investment Manager will achieve the Fund's objective and the Investor will recover the full amount invested. Furthermore, an investment in the Fund should be viewed by applicants as of a long-term nature.

Liquidity

On many stock markets in the GCC countries, liquidity and marketability of quoted securities may be limited due to lack of depth and narrow investor participation. Trading value compared to market capitalization in some of these markets is lower than that exhibited by more developed markets. This among other things may also adversely affect the performance of the Fund especially in times of extreme

market conditions or due to substantial redemptions by Investors forcing the Fund to involuntarily liquidate positions.

Absence of Voting Rights

Investors in the Units have no voting rights and do not participate in the management of the Fund Company or the Fund. Investors generally have no right to influence the management of the Fund whether by voting against, withdrawing, removing or replacing the Investment Manager or otherwise. Furthermore, Investors have no right to terminate any agreement to which the Fund is or may be a party.

Legal Status

The Fund is a collective investment scheme created by the Fund Company, and is structured as a contractual arrangement between the Fund Company and the Unitholders. This contractual arrangement is regulated and supervised by the CBB. The Fund is intended to be separate from the Fund Company and from other collective investment schemes launched or marketed by the Fund Company if any.

The Fund is not registered under the Commercial Companies Law. Therefore, the Fund does not have a separate legal status and the extent to which a Bahraini government agency or a Bahraini court, acting in the context of insolvency proceedings or proceedings for determining the Fund's liabilities, would up-hold such distinction between the legal status of the Fund and that of the Fund Company and other collective investment schemes of the Fund Company is unclear and to our best knowledge untested.

Absence of Transferability of Units

It is not anticipated that there will be any public market for the Units. The Units may not be directly or indirectly sold, transferred or assigned, by operation of law or otherwise, in whole or in part, without the prior written consent of the Investment Manager, which may be granted or withheld in its sole discretion. Any attempt to transfer Units, other than by way of redemption in the manner described in this Information Memorandum, constitutes a tender to the Investment Manager for the redemption of Units.

Conflicts of Interest

Under Bahrain Law, an Investment Manager is obligated to act for the benefit of the Fund with respect to matters within the scope of the Investment Management Agreement. The Investment Manager, in connection with the Fund, will, to the extent described in this Information Memorandum, also act as seed investor in the Fund. Additionally, the Directors will seek to ensure that no actual conflict of interests will arise.

The Investment Manager may provide investment management services to funds and managed accounts other than the Fund. These funds and accounts may have fee structures or other features that are different from or more beneficial to the Investment Manager than those of the Fund. Although the Investment Manager has contractually committed to treating all accounts fairly, this may create the appearance of an incentive on the part of the Investment Manager to favour accounts with more beneficial structures, and it is therefore possible that any of them may in the course of business, have potential conflicts of interest with the Fund. In the event of an actual conflict arising, the Directors will endeavour that such a conflict will be resolved fairly.

Neither the Administrator nor the Investment Manager will be devoting their full business efforts to the activities of the Fund. This may involve a conflict of interest with respect to the commitment of resources. The Administrator and the Investment Manager intend to devote sufficient time to the Fund's activities to properly manage or provide investment advice to the Fund.

Custodial Risk

Risks exist with respect to the operations and services offered by the Custodian.

Regulatory framework

The regulatory supervision, legal infrastructure and accounting, auditing and reporting standards in the GCC Countries may not provide the same degree of protection as would generally exist in more mature or developed markets. This may affect the valuation of the assets in which the Fund invests although every effort will be exerted to comply with international accounting standards.

The GCC Countries may have restrictions against the entry by a foreign Investor, such as the Fund, into transactions involving assets, including securities, which are listed on the financial markets of such countries or which are traded in some form or another in such countries.

Economic and Political Stability

Investment in GCC Countries may carry a high degree of economic and political risks. On the economic front, the economies of GCC Countries while striving to diversify are primarily oil driven economies. A prolonged period of low oil prices can potentially affect the economic health of the GCC economies and may result in an overall recession in the region.

Taxation

The Fund Company, with the assistance of the Investment Manager, will take reasonable steps to mitigate the Fund's tax liabilities. Investors should review carefully this Information Memorandum and the Subscription Agreement and discuss with their tax advisors the specific tax and other consequences of investing in the Fund.

Mandatory Redemption

Compulsory redemption may result in the liquidation of investments under conditions less favourable as the liquidity of some of the underlying assets may not allow for an orderly liquidation at the prevailing market prices, and consequently result in loss to Investors.

The foregoing is not a comprehensive list of investment risk factors, and potential Investors are urged to consult with their professional advisors as to the legal, regulatory, tax and business risks involved in this Fund.

VI. SUBSCRIPTIONS AND REDEMPTIONS

Initial Offering

An Initial Offering of 200,000 Class A Units and 100,000 Class B Units at the price set out in the paragraph “Subscription Price” in the section headed “Definitions” is being made. Applications should be for a minimum initial investment of US\$ 100,000 and applications for additional units should be in multiples of 100 Units. The Directors of the Fund Company reserve the right to increase or reduce the size of the Initial Offering.

Initial Offer Period

Applications for the purchase of Class A and Class B Units under the Initial Offering should be made by the Closing Date relevant to that class of Units. The subscription monies in cleared funds must be paid by 12 noon on the Settlement Date. If the Subscription Agreement and/or cleared funds are received after the deadline, it will (unless otherwise determined by the Fund Company) be treated as a request for subscription on the next Subscription Day.

Further Subscription

Each of Class A and Class B Units can be subsequently subscribed for on each Subscription Day provided the Fund has received a completed Subscription Agreement at least two Business Days prior to such Subscription Day (subject to the discretion of the Directors to waive such notice) and following receipt of cleared subscription monies by 12 noon on the Business Day immediately preceding the relevant Subscription Day.

Subscription Price

Each of Class A and Class B Units will be offered subsequent to the Initial Offer Period relevant to that class of Units on each Subscription Day at the NAV calculated for that class of Units on the relevant Dealing Day plus a subscription fee of 2% thereon, provided that the minimum initial subscription is US\$100,000. However, the Directors or the Placement Agent, acting in their sole discretion, may increase the minimum subscription amount.

The Fund encourages payment of monies in U.S. Dollars. If the Investor pays for Units in any currency other than the U.S. Dollar, subscription amount will be converted at the exchange rate as obtained by the Fund. The exchange rate used to convert such currency may be subject to change if a fluctuation in the exchange rate should take place between the date on which payment for the Units is received and the day on which the payment is converted into the Base Currency of the Fund i.e. U.S. Dollar. Any such exchange rate fluctuation risk is the responsibility of the Investor and neither the Fund, the Fund Company, the Investment Manager, the Placement Agent nor the Administrator will be liable in any way for such risk. No third party payment will be accepted.

Subscription Agreement

Prospective Investors will be required to complete and return the Subscription Agreement. The completed Subscription Agreement should be sent to the Registrar or its delegate, or an authorised placement agent, details of which are provided in the Subscription Agreement, and must be received at least two Business Days prior to the relevant Subscription Day (or such later time as may be agreed by the Directors of the Fund at their sole discretion). The subscription monies in cleared funds must be paid by 12 noon on the Business Day immediately preceding the relevant Subscription Day. If the Subscription Agreement and/or cleared funds are received after the deadline, it will (unless otherwise determined by the Fund Company) be treated as a request for subscription on the directly succeeding Subscription Day unless the Fund Company or the Placement Agent determines otherwise.

The completed Subscription Agreement will (save as determined by the Fund Company) be irrevocable and may be sent by facsimile at the risk of the applicant. The originals of any Subscription Agreement sent by facsimile should be sent immediately by post or by internationally recognised courier. Failure to provide the original Subscription Agreement may at the discretion of the Directors result in cancellation of the allotment of the Units.

Issue of Units

Units will be issued in the form of a electronic certificate. The Registrar will maintain the official register of Units. Units shall be accounted for in fractions up to four decimal places, with the fifth decimal being rounded up if it has a value of five or higher.

Confirmations will be sent to applicants on approval of their application (i) soon after the relevant Subscription Day and (ii) once NAV for that class of Units has been calculated setting out details of the Units they have been allotted.

Combating Money Laundering

The Fund will comply with Bahrain's Legislative Decree No. (4) of the year 2001 with respect to Prohibition and of Combating Money Laundering and the various Ministerial Orders issued there under including, but not limited to, Ministerial Order No. (7) of 2001 with respect to the Institutions' Obligations Concerning the Prohibition of and Combating Money Laundering and any other regulations (AML or Terrorist Financing) issued by the CBB from time to time.

As a result of the applicable anti-money laundering regulations, identification documentation is required along with the subscription request for Units. The Directors, the Placement Agent and the Investment Manager reserve the absolute right to require further verification of the identity of each potential Investor or that of the person or entity on whose behalf the potential Investor is applying for the purchase of the Units and/or the source of funds. This will be used to comply with these regulations and to verify the identity of the Investors and will remain confidential. Each potential Investor will be required to provide satisfactory evidence of identity and if so required the source of funds within a reasonable time period determined by the Fund. Pending the provision of such evidence, application for Units will be postponed. If a potential Investor fails to provide satisfactory evidence within the time specified, or if the a potential Investor provides evidence but the Fund is not satisfied therewith, the application may be rejected

immediately in which event the money received on application, if any, will be returned without interest payment.

The Investor may not need to provide documentation to the Fund Company if the Investor has an existing investment in the Fund and has already provided documentation or has already provided evidence of identity to the Fund Company. In the event of none of the foregoing applying to an Investor, the Investor may be required to provide proof of identity to the Fund Company as set out in the Subscription Agreement. .

Pooled funds or financial intermediaries will also be required to provide money-laundering regulations compliance declaration.

Redemption

Each of Class A and Class B Units can be redeemed on a weekly basis on each Redemption Day, which means each Dealing Day falling after the expiry of the six-month period from the Closing Date, relevant to that class of Units by giving a notice to that effect to the Registrar two Business Days prior to the relevant Redemption Day.

Redemption Price

The redemption price for each class of Units will be equal to the NAV calculated for that class of Units by the Administrator on the relevant Dealing Day (see Section headed “*VII. Determination of Net Asset Value*”).

Redemption Request Form

A request for redemption must be made on the Redemption Request Form and once submitted to the Registrar or the Placement Agent, may not be withdrawn by the Unitholder except on suspension of redemptions, otherwise, the consent of the Fund Company is required for any withdrawal of a redemption request. A redemption request sent by fax or other means of communication will have to be accompanied by the duly filled Redemption Request Form sent by courier as soon as it is practicable.

Payment of Proceeds

Redemption proceeds will be paid in cash. Cash payments will be made in U.S. Dollars and will be remitted by way of cheques or by wire transfer upon request to the account designated by the Investor in the Redemption Request Form after deduction of all relevant expenses. No proceeds will be paid until the Registrar is in receipt of the original Redemption Request Form duly signed by the Investor or its designated authorized signatories. No third party payment will be made.

Any amount redeemed will be paid within five Business Days from the relevant Redemption Day.

Partial redemption resulting in an Investor to have an interest of less than the minimum initial investment (US\$ 100,000) will be considered as a request for redeeming the Unitholder’s entire holding unless the Fund Company otherwise determine in their sole discretion.

Liquidity Constraints on Redemption

If the Fund receives a net redemption request (redemption amount less subscription amount) from an Investor or Investors on a particular Redemption Day exceeding 5% of the Fund's NAV pertaining to both Class A and Class B Units, the Fund Company will be entitled to redeem the redemption amount up to 5% of the NAV pertaining to both Class A and Class B Units on a pro rata basis, or in such manner as the Fund Company may deem appropriate. Requests for redemption of Units, which cannot be met on any one Redemption Day, will be carried forward to the next Redemption Day, subject to the same provision.

Mandatory Redemption

In addition to the above, the Fund Company, acting at the recommendation of the Investment Manager, reserves the discretionary right to completely or partially redeem Units held by any Investor at any time for any reason. The Investor will be notified in writing of such redemption. Neither of the Fund, the Fund Company, the Investment Manager, or the Placement Agent will be in any way liable to any Investor by reason of such mandatory redemption.

The Fund may, in its absolute discretion, redeem all outstanding Units in the event of an exceptional decline in the value of the Fund's assets or a decline in the Fund's assets due to redemptions to a level insufficient to sustain normal trading by the Fund.

Suspension of Subscription and Redemption of Units

Subject to the approval of the CBB, the Fund may (but is not required to) temporarily suspend the determination of the NAV with respect to both Class A and Class B Units and subscription and redemption prices in respect of any Dealing Day upon the occurrence of one or more of the following events:

- (a) when the market or markets in which a substantial portion of the Fund's assets are invested or traded is or are closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended in a way that affects the valuation of the Fund's assets or where trading is restricted or suspended in respect of securities forming a material part of the Fund's assets;
- (b) the existence of any state of affairs as a result of political, economic, military or monetary events or circumstances outside the control of the Fund Company, including but not limited to delay in settlements, and disposal of assets is not reasonably assured without materially affecting the value and interests of continuing Unitholders and calculation of a fair price;
- (c) any breakdown in the means of communication or computation or otherwise normally employed in determining the price or value of any of the investments made by the Fund for calculating the NAV with respect to each of Class A and Class B Units or valuing a significant portion of the investment of the Fund, or if the value of any asset or assets which is material to the calculation of NAV each of Class A and Class B Units may not be determined as accurately or rapidly as required;

- (d) imposition of foreign exchange restrictions or other restrictions affecting the transfer of funds and transactions on behalf of the Fund and potentially having a material impact on normal activities of the Fund including but not limited to purchase and sale transactions and flow of funds from one country to the other; or
- (e) if an order by a Bahraini court or Bahraini regulatory body, including the CBB, is issued requiring such suspension.

During the suspension period in relation to the calculation of the NAV, the Fund will not issue or redeem Units and the Investors will not transfer Units. Any suspension of more than fifteen business days will be notified to the Unitholders. Any application received for subscription or redemption during the above said period shall be carried forward to the next Dealing Day. All possible steps will be taken to bring the period of suspension to an end.

Listing

The Fund is an open-ended scheme. The Fund Company may seek to list the Fund on the stock exchanges of any of the GCC Countries, including BSE. The Investment Manager does not intend at this time to make a secondary market in the Units.

Voting and Ownership Rights

Units carry no voting rights with respect to the Fund. Units represent an ownership right, based on contract of the Investors in connection with the Fund but not in the Fund Company or any other collective investment schemes launched by the Fund Company other than the Fund.

Ownership Restrictions

Investors may subscribe provided legislation or regulations in Bahrain and in their country of citizenship, residence, domicile or incorporation permits them to do so. Persons under 21 years of age are not allowed to subscribe unless he/she has the written authorisation of his/her lawful guardian.

VII. DETERMINATION OF NET ASSET VALUE

The Administrator will determine the NAV of the Fund with respect to Class A and Class B Units in U.S. Dollars on a weekly basis at the close of business on Thursday or as of the last Business Day prior to Thursday. The NAV will be calculated using the methodology set out below and made available on Sunday at 6:00 p.m. Bahrain time. In addition, the Unitholders will be sent details of the NAV with respect to each of Class A and Class B Units and a brief report on the Fund's performance on a monthly basis.

The NAV per Unit for each of Class A and Class B Units will be calculated by the Administrator in accordance with generally accepted international accounting standards using the following formula: (a) the total assets of the Fund less the total liabilities divided by (b) the total number of outstanding Units of the Fund prior to such Dealing Day, and after the NAV per Unit for each of Class A and Class B is accrued of the Performance Fee (if any), the resultant NAV per Unit will be applied for subscription and redemption. The NAV per unit will be calculated in fractions up to two decimal places, with the third decimal being rounded up if it has a value of five or higher.

For the avoidance of doubt, the only difference in the valuation of NAV for Class A and Class B Units will be the amount of base management fee and performance fee payable by holders of Class A and Class B Units respectively. In the event that Units are redeemed, the Performance Fee in respect of such Units shall be calculated and become payable as at the date of such redemption. For the purposes of the determination of the Fund's NAV with respect to each of Class A and Class B Units, the assets of the Fund are separate from the assets of the Fund Company and from the assets of other collective investment schemes created or marketed by the Fund Company.

The updated NAV per Unit for each of Class A and Class B Units shall be communicated to clients on a weekly basis through email.

The Fund Manager / Sponsor cannot determine the value of the Fund's assets. However, the assets of the Fund will be valued based on directions from time to time of the Directors. Listed securities will be based on official close prices on the day as of which such valuation is to be made, directly sourced from the exchange or from recognized service providers such as *Reuters and/or Bloomberg*. In case the official close price is not available, last available official close price will be considered for the valuation. Normally, the value of a security for which a representative price is not readily available or is not regularly traded, will be based on the estimated realisable value.

Liabilities will include, but are not limited to:

- (a) management and other fees and disbursements of the Investment Manager earned but not yet paid;
- (b) any allowance for the Fund's estimated legal and other fees;
- (c) charges of the Custodian, Administrator, Registrar, Auditor and any brokerage fees;
- (d) investments of the Fund contracted to be sold;
- (e) reserves authorised or approved by the Directors or the Investment Manager for duties and charges or taxes or contingencies (accrued where appropriate on a day-to-day basis);
- (f) other liabilities of the Fund of whatsoever nature (which will, where appropriate, be deemed to accrue from day-to-day) including outstanding payments on any Units previously redeemed and,

- as from the record date in respect thereof, any dividends declared and not paid (contingent liabilities (if any) being valued in such manner as the Directors may determine from time to time in any particular case;
- (g) all costs relating to any litigation in which the Fund or the Fund Company (acting in relation to the Fund) is involved; and
 - (h) any amount borrowed for the Fund for reasons as explained in section headed “*IV. Investment Policy – General Restrictions*”.

The NAV with respect to each of Class A and Class B of the Fund and the Units will be expressed in U.S. Dollars and any items denominated in other currencies will be translated at prevailing exchange rates as determined by the Administrator.

The Auditors will review the NAV calculations with respect to each of Class A and Class B Units on a semi-annual basis.

VIII. MANAGEMENT AND ADMINISTRATION

The Directors

The Directors of the Fund Company have overall authority over, and responsibility for, the operation and management of the Fund and will exercise supervision and control of the Fund including making decisions on matters of general policy and reviewing the actions of Investment Manager, the Custodian, the Administrator and other service providers. The Fund Company may appoint new Directors and officers of the Fund or may remove them from time to time.

Pursuant to the Articles of Association, the Fund Company has three Directors who were appointed for a term of three years. As of the date of this Information Memorandum, the members of the Board of Directors of the Fund Company are: Anthony C. Mallis (who is also the Chairman and Managing Director), Shakeel Sarwar, Najla Al Shirawi, and Samir Sami. The four Directors are also employees of Securities & Investment Company BSC(c).

Anthony Mallis joined SICO as Chief Executive Officer in December 2000. Prior to joining SICO, he was a Partner for a year in a private equity partnership located in London that focused on the Middle East. Between 1992 and 1999 he worked for Credit Suisse Asset Management and its predecessor CSFB Investment Management as a Director, responsible for Global Marketing. Between 1987 and 1992, he was Head of Institutional and Government Clients for the Arab World for Bankers Trust Company and was responsible for leading a number of investment banking transactions in the GCC Countries. Prior to that, he worked with Gulf International Bank and Citibank in Bahrain, London and Riyadh.

Shakeel Sarwar is the Head of Asset Management at SICO and has over thirteen years of investment industry experience in Bahrain, Saudi Arabia, the U.K and Pakistan with some of the world's leading financial institutions. Shakeel joined SICO in 2004 and is involved in managing the asset management business. Before joining SICO, Shakeel was part of Riyadh Bank's Asset Management Department that managed over US\$3 billion in Saudi equities. He also worked for four years with ABN Amro Asia Securities in the United Kingdom and Pakistan researching and selling Pakistani equities. Shakeel holds an MBA degree in Banking and Finance

Najla Al Shirawi is currently in Chief Operating Officer. During the course of her work with SICO, Najla has been incharge of the Investments and Treasury Division of SICO, was part of the team that incorporated SICO Funds Company B.S.C.(c), and structured the SICO Selected Securities Fund. Najla holds a Bachelor Degree in Civil Engineering and a Master of Business Administration in Finance.

Samir Sami joined SICO in 2008 with responsibility for business Strategy, Risk Management, and Business Development. Samir's banking career span over 28 years in UK, Bahrain, Saudi Arabia, and UAE including 17 years with Citibank managing the corporate portfolio and risk management in Saudi Arabia and the UAE, 2 years with Credit Suisse UAE managing the Saudi market portfolio, and 4 years as the investment and business advisor to a prominent family office in the UAE with substantial AUM. Samir has extensive Business and Risk management experience and market knowledge. His product expertise includes corporate finance, merchant banking, investment banking and risk management. He has a joint

Biochemistry and Zoology major from the University of London and served as board member in various non-profit organizations in Saudi and UAE.

Investment Manager

The Fund Company has appointed SICO as the Investment Manager pursuant to an Investment Management Agreement dated January 13, 2004. SICO is a Bahrain based investment bank with regional asset management being one of its core businesses since 2001.

In performing its duties and obligations under the Investment Management Agreement, SICO will be supervised by the Directors. SICO, acting under the supervision and direction of the Directors, would be responsible for the Fund's investment management.

The Investment Manager has appointed Shakeel Sarwar to manage the Fund (please refer to previous page for his profile). The Investment Manager may replace the Manager from time to time.

Asset Management Committee

An asset management committee will be formed specifically for the Fund. This committee will be headed by SICO's CEO, and will also include the manager of the Fund and other key members of the management team. The committee will meet once a month to review the investment strategy and performance of the Fund.

Custodian

HSBC Bank Middle East Limited, Bahrain Branch has been appointed as the Custodian of the assets of the Fund, which will be held directly by the Custodian or through its agents, sub-custodians, or delegates pursuant to the Custodian Agreement.

HSBC Bank Middle East Limited is established as a limited liability company in Jersey and regulated by the Jersey Financial Services Commission, and has branches in several Middle Eastern countries including Bahrain. HSBC Bank Middle East Limited is an indirect wholly owned subsidiary of HSBC Holdings Plc, a public company incorporated in England and Wales. The HSBC group is one of the largest banking and financial services organisation in the world with well established businesses in Europe, the Asia Pacific region, the Americas, the Middle East and Africa.

The Custodian is entitled to be indemnified against all actions proceedings claims demands costs expenses whatsoever (other than those resulting from the fraud, negligence or wilful default of the Custodian) which may be made against or incurred by the Custodian arising out of or in performing its obligations or duties.

In performing its duties, the Custodian may, at the expense of the Fund, appoint such agents, sub-custodians and delegates as it thinks fit to perform in whole or in part any of its duties and discretions (included in such appointment are powers of sub-delegation), provided always that the Custodian will remain responsible for the proper performance of its duties. The Custodian will not however be responsible for any loss suffered by [the Fund by reason only of the liquidation, bankruptcy or insolvency of any such agent, sub-custodian or delegate.

The Custodian will not be responsible for any cash, securities and/or other assets comprising the assets of the Fund which are not deposited with or held to the Custodian's order. In particular, the Custodian will not be responsible for any cash, securities and/or other assets placed with co-custodians, brokers or any other party outside the Custodian's global custodian network.

The Custodian is under no duty to supervise compliance with the investment objective, policy, investment restrictions, borrowing restrictions or operating guidelines in relation to the Fund. The Custodian will not participate in transactions and activities, or make any payments denominated in US dollars, which, if carried out by a US person, would be subject to sanctions by The Office of Foreign Assets Control of the US Department of the Treasury.

The appointment of the Custodian may be terminated by not less than three months' notice in writing.

The Directors of the Fund Company will supervise the Custodian.

Administrator

HSBC Bank Middle East Limited, Bahrain Branch has been appointed as the administrator of the Fund pursuant to the Administration Agreement.

The Administrator is responsible for the general administration of the Fund, which includes amongst other things, arranging calculation of asset valuations and fees, and administration of uninvested cash.

The Administrator is entitled to be indemnified against all actions proceedings claims demands costs expenses whatsoever (other than those resulting from the fraud, negligence, wilful default or bad faith of the Administrator) which may be made against or incurred by the Administrator arising out of or in performing its obligations or duties.

The Administrator is under no duty to supervise compliance with the investment objectives, policy, investment restrictions, borrowing restrictions or operating guidelines in relation to the Fund. The Administrator will not participate in transactions and activities, or make any payments denominated in US dollars, which, if carried out by a US person, would be subject to sanctions by The Office of Foreign Assets Control of the US Department of the Treasury.

The appointment of the Administrator may be terminated by not less than three months' notice in writing.

The Administrator shall be entitled to receive a Fee as detailed in section 'Fees and Expenses'.

The Directors of the Fund Company will supervise the Administrator.

Placement Agent

In connection with the Initial Offering and subsequent subscriptions in the Fund, the Fund Company has entered on January 13, 2004, into the Placement Agency Agreement with SICO, which shall act as the Placement Agent to the Fund. In this capacity, SICO will use at all times its best endeavors to promote and extend sales of the Fund to all potential Investors and make available materials relating to the Fund to potential Investors as well as receive the Subscription Agreements together with the subscription amounts.

SICO will have the discretion to appoint Sub-Placement Agent(s) on terms, which are substantially similar to the terms of the Placement Agency Agreement.

Registrar

The Fund Company has appointed Apex Fund Services Bahrain WLL as Registrar of the Fund. The Registrar will, among other things, maintain the official register of Unitholders and carry out the issue of Certificates and redemption of monies to Investors in accordance with the instructions of the Fund Company and/or the Investment Manager.

Apex Fund Services Bahrain WLL is regulated by the Central Bank of Bahrain (“CBB”). The Registrar is part of the Apex Group which includes Apex Fund Services Ltd and 11 other Apex fund administration companies located across the globe. Apex Group provides specialist fund administration, share registrar, corporate secretarial services and directors to funds and collective investment schemes globally. The Registrar uses the software solution, PFS PAXUS, which is a fully integrated fund accounting system combined with web-based reporting to allow clients and investors to access their information 24/7 securely online. The Apex Group commenced operations in June 2003, and caters to equity funds, hedge funds, funds of funds and private equity funds in every sector and market across the globe. As at 30 November 2009, the Apex Group administered 150 funds globally.

Auditor

The Fund Company has appointed PricewaterhouseCoopers, Bahrain, as the Fund’s independent Auditor. The Auditor will audit and review financial reports and will submit its report to the Fund Company. Such reports will provide an opinion regarding the Fund’s financial statements and an assessment of the accounting principles used. The Auditor will also review the unaudited semi-annual financials for the Fund.

Alternative Service Providers

The services of the Fund’s service providers, including the Investment Manager, the Custodian, the Administrator, the Registrar, the Placement Agent and the Auditor will not be terminated or termination will not come into effect until a suitable alternative has been appointed by the Fund Company and approved by the CBB.

IX. FEES AND EXPENSES

The Fund bears fees and expenses incidental to its operation. These include:

Subscription Fees

A subscription fee of 2% of the subscription price of the relevant class of Units is payable to the Placement Agent or a Sub-placement Agent through whom the Units are placed. The Directors or the Placement Agent, acting in their sole discretion, will have the sole right to reduce or waive the subscription fees to be received from Investors.

Management Fees

Base Fees

Under the Investment Management Agreement, the Fund will pay the Investment Manager (a) with respect to Class A Units, a fixed fee of 1.5% per annum and (b) with respect to Class B Units a fixed fee of 2% per annum with respect to each class of Units (calculated for these purposes prior to the deduction of management fee) accrued on the Dealing Day and payable monthly in arrears.

Performance Fees

The Investment Manager will also be entitled to receive from the Fund a performance fee of (a) with respect to Class A Units, 10% over and above the hurdle total rate of return of 10% for each Financial Year with the High Water Mark Principle and (b) with respect to Class B Units 20% over and above the hurdle total rate of return of 10% for each Financial Year in accordance with the High Water Mark Principle.

For the purposes of calculating the subscription prices and the redemption prices of Units on any Dealing Day the Performance fees as at that Dealing Day will be accrued but in calculating the Net Asset Value per Unit as at the end of the relevant year-end for determining the Performance Fee such accrual will be ignored. In the event that Units are redeemed, the performance fee in respect of such Units shall be calculated as at the date of such redemption.

The performance fees would be payable to the Investment Manager within fourteen business days following the end of each Financial Year. The performance fees accrued for Units redeemed during a given year will be paid along with the outstanding Units at the end of the Financial Year.

For purposes of calculating the weekly NAV performance fee will also be calculated based on the weekly change in the NAV of each class of Units after deduction of all fees and expenses except performance fees. However, this calculation shall be ignored for the purposes of performance fee calculation on Dealing Day and the end of each financial year.

It should be noted that as the net asset value per unit may differ between Classes, separate performance fee calculations will be carried out for separate Classes within a Fund, which therefore may become subject to different amounts of performance fee.

Launching Costs

All expenses incurred in launching this Fund including those already spent to date are to be borne by the Fund. These include but are not limited to legal, printing, postage and circulation costs of this Information

Memorandum and related documents, registration fees, and Initial Offering expenses associated with the setting-up of the Fund. These costs are capped at US\$ 40,000 (and expenses above this amount will be borne by the Fund Company) and will be capitalised and amortised over a period not exceeding one year.

Administration Fee

Under the Administration Agreement, the Administrator will be entitled to receive a one-time inception fee of US\$ 3,000 and annual fee not exceeding 0.25% of the NAV (subject to an annual minimum and calculated for these purposes prior to the deduction of management fees). The Administration Fee shall accrue on Dealing Day and be payable on a monthly basis on the second Business Day of each calendar month.

Custody Fee

Under the Custody Agreement, the Custodian will be entitled to receive an annual custodian fee not exceeding 0.30% of the NAV as of each Dealing Day subject to an annual minimum and calculated for these purposes prior to the deduction of management fees. The custodian Fee shall accrue on Dealing Day and be payable on a monthly basis on the second Business Day of each calendar month.

Registrar Fees

Under the Registrar Agreement, the Registrar will be entitled to receive a flat fee of USD 8,500 per annum for up to 1,000 Unitholders. Beyond 1,000 Unitholders, the registrar will be entitled to fees as set out in the Registrar Agreement. Moreover, the Fund will reimburse the Registrar for certain services rendered and expenses borne by the Registrar as more fully described in the Registrar Agreement.

Auditors Fees

The Auditor will be entitled to receive up to USD 10,000 for preparing an annual audit report and up to USD 5,000 for reviewing the semi-annual financials of the fund exclusive of any out of pocket expenses incurred by the Auditor.

Other Operating Costs

The Fund will be charged all other expenses incurred in connection with the normal operation of the Fund including, but not limited to, transactional costs including brokerage, banking, exchange fees, auditing, registrar and legal fees, government charges and duties. The Fund will also bear the costs of publishing of the NAV, subscription and redemption prices. The Auditor shall review and verify such operating costs.

The Fund will also pay half share of the annual expenses related to the registration and other expenses due to supervisory authorities and are related to the Fund Company. The accounting treatment for such expenses will depend on their nature and will either be posted directly to the NAV, accrued or amortized.

X. DIVIDEND POLICY

It is the intention of the Directors to declare dividends on the Units on an annual basis. The Fund Company intends to distribute part of the Fund's net investment income annually. The source of such distributions shall be from dividend as well as interest income on assets held by the Fund Company on behalf of the Fund. The Fund Company may, at the sole discretion of the Directors, and subject to the approval of the CBB pay dividends out of realised and unrealised capital gains achieved by the Fund.

At the election of each Unitholder the dividend will be paid in cash or reinvested in additional Units of the Fund. This election should initially be made on the Subscription Agreement and may be changed upon written notice to the Fund Company at any time prior to a record date that would be announced by the Fund Company for each Financial Year for a particular dividend or distribution. Such reinvestment of dividends will be made at the NAV per Unit as per the Dealing Day immediately preceding the pay date. No subscription fees will be levied in connection with the reinvestment of dividends.

Payment of the dividend shall be made to the account of each Unitholder as indicated in the register of the Fund. Cheques representing the annual cash dividend payment, if any, will either be sent through registered post to the address of the Unitholder as appearing in the Fund Register, or collected by the Unitholder in person from the Registrar, within fifteen calendar days from the date on which dividend payments are made. In cases when a Unitholder elects to reinvest the dividend in additional Units, a certificate will be issued to the Unitholder representing this reinvestment.

There can be no assurance that the Fund's investments will be successful or the investment results for any one Financial Year justify the payment of dividends. Thus, there can be no assurance that annual dividends will be declared. The declaration and payment of dividends will be in accordance with the Instrument and this Information Memorandum and is in the sole discretion of the Directors. It is therefore possible that no dividend payments will be made during the life of the Fund.

XI. TAX AND EXCHANGE CONTROL CONSIDERATIONS

As at the date of this document the Fund Company was advised that there are no income, capital gains, withholding, inheritance, or estate taxes in Bahrain applicable to the Fund, nor is there any stamp duty payable in Bahrain on the transfer, sale or purchase of Units. Under current law, the Fund Company and the Fund will not be subject to tax in Bahrain on its profit, income, gains or appreciation arising in Bahrain or elsewhere.

Accordingly, dividends (if any) received by the Fund and gains (if any) realized by the Fund are not currently subject to tax in Bahrain. Furthermore, fees received for services rendered by the Fund and the Fund Company are not subject to tax in Bahrain.

A Unitholder will not be subject to Bahrain tax with respect to any dividend received on the Units (including distributions received upon liquidation of the Fund and the Fund Company or with respect to any gains realized upon the sale or redemption of the Units). Bahrain does not impose any withholding taxes. Accordingly, no withholding on account of any Bahrain tax is required by the Fund Company or the Fund with respect to any dividend distributions made to a Unitholder or any gains realized by such Unitholder upon the sale, redemption or exchange of the Units.

Individual Unitholders, whether resident in Bahrain or not, are not subject to any Bahrain gift, estate, inheritance or similar taxes solely by reason of the ownership of the Units.

There are no currency or exchange control restrictions currently in force under Bahrain law and the free transfer of currency into and out of Bahrain is permitted, subject to any international regulations in force from time to time.

In the event that there is any material amendment or change to Bahrain law in connection with the matters referred to above, the Investment Manager will notify the Unitholders of such amendment or change in the next following report that is circulated to the Investors after such amendment or change has come to the attention of the Investment Manager.

Potential Investors should ascertain from their professional advisors the consequences of acquiring, holding, redeeming, transferring or selling Units under the relevant laws of the jurisdictions to which they are subject, including any tax consequences and exchange control requirements.

XII. INVESTMENT COMMITMENT

The Investment Manager commits to invest in the Fund by subscribing in cash for the Units on the Closing Date. The Investment Manager also commits to maintain a minimum investment of the lower of 10% of the Fund's NAV or US\$ 2 million throughout the life of the Fund. Withdrawal of the Investment Manager's investment in the Fund shall be subject to CBB approval.

XIII. LIFE AND LIQUIDATION OF THE FUND

The Fund is an open-ended collective investment scheme, but the duration of the Fund is subject to the duration of the Fund Company, which is twenty five calendar years commencing from the date of registration of the Fund Company i.e. March 30, 1998 in the Commercial Registry. This duration may be extended by a resolution to be adopted by an extraordinary meeting of the general assembly, in the manner provided for in the Commercial Companies Law, of the Fund Company with the approval of the Ministry of Commerce of the Kingdom of Bahrain and the CBB.

In accordance with the Instrument, the Fund may be liquidated earlier if the Directors and shareholders in the Fund Company so resolve as a matter of extraordinary business at any time without penalty to any party involved. The Fund may also be liquidated upon the direction of the CBB.

In the event of an exceptional decline in the value of the Fund's assets or a decline in the Fund's assets due to redemptions to a level insufficient to sustain normal trading by the Fund, the Fund Company may have to liquidate or voluntarily liquidate positions or cease trading and terminate the Fund.

If the Fund should be liquidated, its liquidation will be carried out in accordance with the laws, which specify the steps to be taken to enable Unitholders to participate in any liquidation distributions. Under Bahrain Law, termination of the Fund requires a prior written consent of the CBB and that reasonable notice be given to Investors. Upon liquidation of the Fund, the assets of the Fund will be allocated to Investors after all amounts due to third parties, including those due under the contractual arrangements entered into by the Fund Company on behalf of the Fund and under Bahrain law, are satisfied.

Please refer to section headed "*VI. Subscriptions and Redemptions*" for details in connection with mandatory redemption.

XIV. GENERAL INFORMATION

Incorporation of the Fund Company

SICO Funds Company B.S.C.(c), a Bahraini Fund Company approved by the CBB and incorporated in 1998 as a closed joint stock company incorporated with limited liability to act as an umbrella vehicle for funds including the Fund. Its Commercial Registration No. is 40378, and its registered address is First Floor, BMB center, P.O. Box 1331, Manama, Bahrain. The Fund Company has the right to issue various kinds of Units and create and manage investment funds.

For further information about the Fund Company please refer to the section headed “*III. The Fund and the Fund Company*”.

Voting rights

Units issued in the Fund carry no voting rights with respect to the Fund or the Fund Company. Units represent an ownership right, based on contract of the Investors in connection with the Fund but not in the Fund Company or any other collective investment schemes launched by the Fund Company other than the Fund.

Reporting

The Fund will prepare annual accounts with the year ending being December 31. Unaudited interim accounts will be prepared in respect of the first six months of each annual accounting period of the Fund. Unitholders will be sent a copy of the Fund’s annual report and audited financial statements within four months of the end of the period to which they relate. Unaudited interim accounts will be sent to Unitholders within two months of the end of the period to which they relate. A copy of the financial statements as set out above shall be provided to the CBB within the time frame set out above

Financial Year

The Financial Year of the Fund will begin on January 1 and will end on December 31 of each year except for the first financial year, which will begin on the Closing Date relevant to Class A Units and come to completion on December 31, 2004.

Unit Certificates

Units will be issued in the form of electronic certificates. The Registrar will maintain the official register of Units.

General meetings of Unitholders

Information on general meetings of Unitholders is set out in Third Schedule of Section headed “*XIX. – Form of Instrument*”

Minimum and maximum subscription

Although the Initial Offering for Class A Units is for 200,000 Units and for Class B Units 100,000 Units, the Directors may increase or decrease the size of the Initial Offering. In case of higher subscriptions, if the Directors are satisfied, in the best interest of the Fund, that the additional sum can be invested within a reasonable time frame in accordance with the Fund's objectives, then on their own absolute discretion, a higher subscription amount may be accepted. In case of lower subscriptions, the Directors acting in their sole discretion may decide to proceed further with the Fund even if the amount subscribed is less than the amount on offer in the Initial Offering. This may be due to, but not limited to the expectation of additional Units being subscribed in the following weeks. The minimum initial subscription by an Investor will be US\$ 100,000.

Allocation

In case of over-subscription, whereby the Directors decide not to accept all subscriptions, allocation of Units will be at the discretion of the Fund Company and Investment Manager. The process followed for allocation may, but is not limited to, the size, objectives and nature of the Investors. Allocation of the Units, if required, will be notified to the Investors within three Business Days from the Settlement Date.

Changes to this Information Memorandum

Proposed changes to this Information Memorandum must be made by the Directors and will be subject to the approval of the CBB. Changes once approved will be reported to Investors of the Fund. However, under the following circumstances Unitholders would be notified at least 14 calendar days before the changes take effect.

- a. Any changes in the investment policy;
- b. Any changes in the operator, manager, administrator or custodian of the Fund;
- c. Any changes in the directors of the Fund Company;
- d. The merger, division or termination of the Fund; and
- e. Any other major issues that may materially affect the Unitholders.

Rejected applications

The Units are being offered subject to the right of the Fund Company to reject any subscription in whole or in part, for any reason whatsoever. In particular, applications to subscribe to this Initial Offering for Class B Units will be rejected if

- (a) the subscription amount for Units applied for is not paid in full before the Closing Date relevant to Class B Units;
- (b) a cheque representing the subscription amount is dishonoured or returned unpaid for any reason;
- (c) the Subscription Agreement is not received prior to the Closing date relevant to Class B Units; or
- (d) the Subscription Agreement is incomplete or inaccurate as to any detail or the required documents are not attached with the Subscription Agreement.

Documents For Inspection

Copies of the following documents will be available for inspection at the registered office of the Fund Company during normal business hours:

- a) the Memorandum and Articles of Association of the Fund;
- b) this Private Placement Memorandum and any other offering or placing documents produced from time to time by the Fund;
- c) the material contracts referred to in the section headed "*XIV. Material Contracts*";
- d) the most recent annual report and accounts of the Fund;
- e) a memorandum listing the directorships and partnerships held during the last five years by each of the Directors of the Fund, stating whether such directorships or partnerships are current;
- f) the Bahrain Commercial Companies Law Decree No. 21 of the year 2001;
- g) regulations for the operation and marketing of collective investment schemes issued by the CBB as contained in the CBB rulebook, Volume 6, Capital Markets, Collective Investment Undertaking Module; and
- h) any interim or periodic accounts and/or reports in respect of the Fund sent to Unitholders.

Governing Law

This Information Memorandum and other material contracts listed hereinbelow along with the Fund Company's' Memorandum and Articles of Association shall be governed by the laws of the Kingdom of Bahrain.

XV. MATERIAL CONTRACTS

The following is a list and summary of material contracts, which the Fund Company has entered into on behalf of and in connection with the Fund:

1. An **Investment Management Agreement** dated January 13, 2004 between the Fund Company and the Investment Manager, pursuant to which the Investment Manager has agreed to provide certain investment management and advisory services to the Fund. In addition, this Agreement contains detailed provisions relating to the investment objectives, and restrictions imposed on the Investment Manager. Details of the fees payable to the Investment Manager are described in the section headed “*IX. Fees and Expenses*”.
2. A **Custodian Agreement** dated June 04, 2008 between the Fund Company and the Custodian pursuant to which the latter has been appointed to act as the Fund’s custodian. The Custodian will hold or arrange to hold in safe custody such securities, investments, financial instruments or any other items belonging to the Fund. The Custodian will also maintain non-interest bearing accounts for different purposes as may be advised by the Fund with record of all the transactions under such accounts. Under this Agreement the Custodian has the power to appoint sub-custodians, agents or nominees and to delegate certain custodial and other functions where necessary to any such sub-custodians, agents or nominees. Details of the fees payable to the Custodian are described in the section headed “*IX. Fees and Expenses*”.
3. An **Administration Agreement** dated June 04, 2008 between the Fund Company and the Administrator pursuant to which the latter has agreed to provide administration services to the Fund Company in connection with the Fund. The Administrator will keep the accounts of the Fund and such financial books and records as are required by law or otherwise for the proper conduct of the financial affairs of the Fund. Details of the fees payable to the Administrator are described in the section headed “*IX. Fees and Expenses*”.
4. A **Placement Agency Agreement** dated January 13, 2004 between the Fund Company and the Placement Agent pursuant to which the Placement Agent will use at all times its best endeavors to promote and extend sales of the Fund to all potential Investors and make available materials relating to the Fund to potential Investors as well as receive the Subscription Agreements together with the subscription amount. The Placement Agent will have the discretion to appoint Sub-Placement Agent(s) on terms which are substantially similar to the terms of the Placement Agency Agreement. The latter will make available materials relating to the Fund to potential Investors upon their request. Details of the fees payable to the Placement Agent are described in the section headed “*IX. Fees and Expenses*”.
5. A **Registrar Agreement** between the Fund Company and the Registrar pursuant to which the latter has agreed to provide registrar services to the Fund Company in connection with the Fund. The Registrar will maintain a register of the holders of the Units of the Fund and will give anyone authorised by the Fund Company, or as required by law, access at all reasonable times to the register and subsidiary documents and records and carry out the issue of Certificates and redemption of monies to Investors in accordance with the instructions of the Fund Company. Details of the fees payable to the Registrar are described in the section headed “*IX. Fees and Expenses*”.

XVI. FORM OF INSTRUMENT

The following is the form of Instrument entered into by the Fund Company to create the Units under the laws of Bahrain:

THIS INSTRUMENT is made this 13th day of January 2004 and amended on August 04, 2008

By SICO FUNDS COMPANY B.S.C.(c), (the "**Fund Company**") whose registered office is at First Floor, BMB Centre, Manama, Bahrain.

WHEREAS the Fund Company has by a resolution of its Board of Directors passed on January 13, 2004 created a nominal amount of US\$ 20,000,000 (or such other amount investment Units ('Class A units' as may be the case pursuant to this Information Memorandum) Investment Units further defined herein below) in the Khaleej Equity Fund (the "**Fund**"), as unsubordinated obligations of the Fund Company to be constituted as hereinafter provided.

WHEREAS the Fund Company has by a resolution of its Board of Directors passed on February 03, 2008 created a nominal amount of 100,000 investment Units ('Class B units' as further defined herein below) in the Fund as unsubordinated obligations of the Fund Company

NOW THIS INSTRUMENT WITNESSETH and the Fund Company HEREBY DECLARES as follows: -

1. In this Instrument and the Schedules hereto, unless the subject or context otherwise requires, the following expressions shall have the following meanings: -

"**Administrator**" means HSBC Bank Middle East Limited, Bahrain Branch or its successor when acting as administrator to the Fund or such other entity appointed from time to time by the Fund Company;

"**Articles**" means the Articles of Association of the Fund Company, as amended from time to time;

"**Class A Units**" means units which were created in the Fund pursuant to a resolution of the Fund Company's Board of Directors passed on January 13, 2004 and which are acquired by the Investors directly from the Investment Manager;

"**Class B Units**" means units which were created in the Fund pursuant to a resolution of the Fund Company's Board of Directors passed on February 03, 2008 and which without prejudice to the definition of Class A Units, represent units in the Fund which are acquired by institutional investors through third party distributors.

"**U.S. Dollars**" or "**US\$**" means the lawful currency of United States;

"**Certificate**" means an electronic certificate substantially in the form set out in the First Schedule to this Instrument;

"**Conditions**" means the conditions set out in the Second Schedule as the same may from time to time be modified in accordance with the terms of this Instrument;

"**Directors**" means the board of directors for the time being of the Fund Company;

"**Investment Manager**" means Securities & Investment Company BSC(c) or its successor when acting as Investment Manager to the Fund or such other entity appointed from time to time by the Fund Company;

"**Net Asset Value**" and "NAV" shall have the meaning assigned to it in this Information Memorandum;

"**Principal Amount**" means, in relation to each class of Unit the sum of US\$ 100 (one hundred U.S. Dollars);

"**Information Memorandum**" means this Information Memorandum to be dated March 08 2010, in relation to the offer of the Units in the Fund;

"**Registrar**" means Apex Fund Services Bahrain WLL or its successor when acting as registrar to the Fund or such other entity appointed from time to time by the Fund Company;

"**Unitholder**" means the holder or holders of all or any of the Units, being the person or entity who is for the time being entered in the register maintained pursuant to the Conditions as the holder of any Unit; and

"**Unit**" means one investment Unit of US\$ 100 (one hundred U.S. Dollars) of either Class A or Class B as constituted by this Instrument, and accepted under this Information Memorandum.

2. Words denoting persons shall include corporations, the masculine gender shall include the feminine, and the singular shall include plural and vice versa. Reference to a schedule is to a schedule to this Instrument.
3. Capitalized, but not defined, terms in this Instrument shall be given the meaning assigned to them in this Information Memorandum.
4. In the event of contradiction between the terms of this Instrument and this Information Memorandum, this Information Memorandum shall prevail.
5. The total nominal amount of each Unit belonging to each of Class A and Class B is US\$ 100 (one hundred U.S. Dollars). The Units, when issued, shall rank *pari passu* equally and rateably without discrimination or preference.
6. Each Certificate shall be signed by two Directors or by an authorized signatory of the Registrar or by any other person or persons appointed by the Directors to sign, and shall bear a serial number.

7. The NAV payable in respect of each of Class A and Class B Units outstanding, shall be repaid on the liquidation of the Fund or, if that is not a Business Day, the directly succeeding Business Day. No interest is payable to Investors in this case.
8. Monies representing the NAV, payable in respect of the Units, shall be payable against surrender of the relevant Certificate, at the principal place of business of the Registrar in Bahrain, or such other place as may be notified to Unitholders from time to time in accordance with the Conditions.
9. The Conditions and the provisions of the Third Schedule shall be binding on the Fund and all Unitholders.
10. The provisions of the Articles shall be binding on all Unitholders.
11. To the extent deemed practicable by the Directors, Units shall have the same attributes as bonds issued under the Commercial Companies Law and the relevant regulations of the BSE.
12. The provisions of this Instrument shall be for the benefit of and binding on Unitholders as the same may be registered from time to time.
13. Dates and periods of time are according to the Gregorian calendar.
14. This Instrument and the Units shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain and any dispute in connection with the enforceability or interpretation of the Instrument shall be referred to arbitration in accordance with Bahrain's arbitration laws in force at the time of such dispute.

IN WITNESS whereof this Instrument has been executed the day and the year first above written

Director
SICO FUNDS COMPANY B.S.C. (C)

Director
SICO FUNDS COMPANY B.S.C. (C)

FIRST SCHEDULE

Conditions of the Units

Conditions of the Units

1 Register

- 1.1 A Register of the Unitholders (the "Register") will be kept by the Registrar as appointed by the Fund Company from time to time, and there shall be entered in such Register:
 - 1.1.1 The names and addresses of the holders for the time being of the Units;
 - 1.1.2 The principal amount of the Units held by each Unitholder;
 - 1.1.3 The date upon which the name of each such Unitholder is entered in the Register in respect of the Units standing in his name;
 - 1.1.4 The serial number comprised in each electronic Certificate issued; and
 - 1.1.5 The date on which any transfer is registered and the name and address of the transferee.
- 1.2 Any change of the name or address of any Unitholder shall forthwith be notified to the Registrar and thereupon the Register shall be altered accordingly.
- 1.3 Any Unitholder shall be at liberty at all reasonable times during the office hours of the Registrar to inspect the Register.
- 1.4 Except as required by law, the Fund Company will recognize each Unitholder as the absolute owner of the Units in respect of which he/she/it is registered, and shall not be bound to take notice or see to execution of any trust whether express, implied or constructive, to which any Unit may be subject. A receipt duly given in accordance with the provisions of this Instrument, for any monies payable in respect of any Unit or the payment by cheque or warrant sent by post pursuant to Condition 7.5 herein, shall be a good discharge to the Fund Company notwithstanding any notice it may have, whether express or otherwise, of the right, title, interest or claim of any other person to, or in such Unit or monies. No notice of any trust, whether express, implied or constructive, shall be entered in the Register in respect of any Unit.

1.5 Every Unitholder will be recognized by the Fund Company as entitled to his, her or its Units free from any equity, set-off or counter-claim on the part of the Fund Company against the original, or any intermediate holder of such Units.

2 Electronic Certificates

2.1 The Units held by any person shall be represented by electronic Certificates. Each Certificate will have a unique number.

3 Units

3.1 Each Unit is in registered form and may be transferred, subject to the provisions of this Instrument and the Articles.

4 Absence of Transferability of Units

4.1 It is not anticipated that there will be any public market for the Units. The Units may not be directly or indirectly sold, transferred or assigned, by operation of law or otherwise, in whole or in part, without the prior written consent of the Investment Manager, which may be granted or withheld in its sole discretion. Any attempt to transfer Units, other than by way of redemption in the manner described in the Information Memorandum, constitutes a tender to the Investment Manager for the redemption of Units.

5 Redemption

5.1 The Fund Company shall have power to impose such restrictions and conditions as it considers necessary (including, without limitation, delivery of any Certificates or other documents by any transferor or transferee) for the purpose of ensuring that none of the Units of the Fund are acquired, beneficially owned or held by any person in breach of any law or requirement of any country or governmental authority, including Bahrain and the CBB respectively, by a person who by virtue of any such law is not qualified to hold such Units or by any person whose holding of those Units might in the opinion of the Directors cause or be likely to cause a pecuniary or tax disadvantage to the Fund or any Unitholder.

5.2 The Fund shall be entitled compulsorily to redeem all of the Units so held in accordance with the provisions and procedures contained in this Instrument and the Articles.

5.3 Units which are compulsorily redeemed shall forthwith be treated as cancelled.

- 5.4 The Fund is an open-ended fund and the Units may be redeemed on a weekly basis on each Redemption Day.
- 5.5 If prior to the expiry of the initial period of the Fund the Shareholders of the Fund Company shall desire to liquidate the Fund Company then each of the Units shall be redeemed at the relevant NAV applicable to such Unit upon such date as the liquidator shall determine.

6 Payments

- 6.1 Any monies payable on or in respect of any Units may be paid by cheque, warrant or wire transfer in U.S. Dollars and (a) sent through the post to the address of the Unitholder in the Register or (b) collected by the Unitholder in person from the office of the Registrar where specific written instructions to this effect from the Unitholder, are received by the Fund at least 2 (two) days before the date of distribution of the said monies. Every such cheque, warrant or wire transfer shall be made payable to the order of the person to whom it is sent or to such person or persons as the Unitholder may in writing direct and payment of the cheque, warrant or wire transfer shall be in satisfaction of the monies represented thereby. The Fund will not be liable or responsible for any loss or delay in the post.
- 6.2 All payments will be made by the Fund Company after the deduction or withholding of any amounts which the Fund Company is required to deduct or withhold for, or on account of, any present or future tax.
- 6.3 If any Unitholder fails or refuses to accept payment of the monies repayable in respect of Units held by him, her or it, the Fund Company shall be at liberty to deposit in the Unitholder's bank account or if not available in the account of the Fund Company acting on behalf of the Fund, the amount due to such Unitholder and, upon such deposit or payment being made, those Units shall be deemed to have been repaid and satisfied in accordance with the provisions hereof. Such account shall not bear interest.

7 Income Distribution

- 7.1 The Fund Company may distribute income in respect of the Unitholders but no distribution shall exceed the amount recommended by the Directors.
- 7.2 The Fund Company intends to distribute part of the Fund's net investment income from dividends as well as interest annually. The Fund Company may, at the sole discretion of the Directors, pay dividends out of realised and unrealised capital gains achieved by the Fund, subject to the approval of the CBB.

- 7.3 The Directors may deduct income from any distribution or other monies payable to a Unitholder on or in respect of a Unit any sum of money then payable by him, her or it to the Fund.
- 7.4 The Directors may retain any income payable to any person entitled to a Unit by transmission until such person has produced such evidence of his, her or its right as the Directors may require.
- 7.5 Any income or money payable in cash in respect of a Unit may be paid by cheque or warrant either (a) sent through post directed to the registered address of the holder of the Unit, or to such person and to such address as the holder may in writing direct or (b) sent through post to the address of the Unitholder in the Register or (c) collected by the Unitholder in person from the office of the Registrar where specific written instructions to this effect from the Unitholder are received by the Fund Company at least 2 (two) days before the date of distribution of the said monies. The said monies may also be payable by way of a wire transfer upon the written request of the Investor. Every such cheque, warrant or wire transfer shall be a good discharge of the Fund Company. Every such cheque, warrant or wire transfer shall be sent at the risk of the persons entitled to the money represented thereby.
- 7.6 No income payable in respect of a Unit shall bear interest against the Fund.
- 7.7 If, as a result of cheques or warrants for income or money payable in respect of a Unit sent by the Fund Company to the Unitholder being returned undelivered to the Fund Company or left uncashed on two consecutive occasions, then even if the Fund Company is aware that such cheques or warrants have not been received by that Unitholder, the Fund Company shall no longer be obliged to send by post any income or other money payable in respect of that Unit to that Unitholder until he, she or it notifies the Fund Company of another address. In such a case the returned cheques, warrants or money will be entered into a separate account. Any income not claimed within ten years from the date declared will be forfeited by the Unitholder.
- 7.8 The Directors may, before recommending any income distribution, set aside out of the Fund's profits and carry to reserve such sums as they think proper which shall be applicable for any purpose of the Fund's business or invested on behalf of the Fund in such investments as the Directors deem fit. The Directors may divide the reserve into separate accounts and consolidate wholly or partly any separate accounts into the reserve fund. The Directors may also, without placing the same to reserve, carry forward any profits, which they think it prudent not to divide.
- 7.9 The Fund Company may by Directors' resolution specify that any distribution, allotment or issue to Unitholders shall be paid or made to the persons registered as the Unitholders at the close of business on a particular date, notwithstanding that it may be a date before or after that on which the resolution is passed, and thereupon the distribution, allotment or issue shall be paid or made to the Unitholders in accordance with their respective holdings registered on that date.

8 Notices

- 8.1 Any notice or other document shall be given or sent to any Unitholder by sending the same through the post in a prepaid letter addressed to such Unitholder at his, her or its address appearing in the register. Any notice given by post shall be deemed to have been served twenty-four hours (five days if by airmail) after the time when it is posted and, in proving such service shall be sufficient to prove that the envelope containing the notice was properly addressed and stamped and posted.
- 8.2 Notwithstanding the Condition above, notices regarding the Units will be valid if published in one local Arabic and one local English daily newspaper printed in Bahrain. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the date of the first such publication.

SECOND SCHEDULE

1. The Directors may at any time and in their sole discretion, with the approval of the CBB and the Ministry of Commerce to the extent applicable, convene a meeting of the Unitholders at such place as the Directors shall determine, for the following purposes:
 - (a) to sanction any scheme of arrangement or for the reconstruction of the Fund or for the amalgamation of the Fund with any other Fund;
 - (b) to sanction the exchange of the Units for or the conversion of the Units into shares, stock, debentures, debenture stock or other obligations or securities of the Fund or any other company formed or to be formed;
 - (c) to sanction the release of the Fund from all or any part of the principal monies owing upon the Units;
 - (d) to sanction any modification or compromise of the rights of the Unitholders against the Fund proposed or agreed to by the Fund, whether such rights arise under this Instrument or otherwise; and/or
 - (e) to assent to any modification of the provisions of this Instrument (including this Schedule) proposed or agreed to by the Fund.
2. At least fifteen days' written notice (exclusive of the day on which the notice is served or deemed to be served and of the day of the meeting for which the notice is given) of every meeting shall be given to the Unitholders. The notice shall specify the place, day or hour of the meeting and the general nature of the business to be transacted. The accidental omission to give notice to, or the non-receipt of notice by, any of the Unitholders shall not invalidate the proceedings at any meeting.
3. The quorum for a general meeting of Unitholders shall be the attendance in person or by proxy of Unitholders who together hold more than half the issued and unredeemed Units. A resolution of the general meeting shall only be valid if Unitholders representing more than one half of the issued and unredeemed Units approve it. If the quorum shall not be obtained the Unitholders may be summoned for another meeting to be held within thirty days following the date of the first meeting. The said second meeting shall be valid irrespective of the number or the issued Unit holding of the Unitholders present. Resolutions of the second meeting shall be passed by a majority of Unitholders present in person or by proxy.
4. The person nominated in writing by the Fund Company shall preside at every meeting as Chairman. Any Director and the Secretary, Auditors and Solicitors of the Fund and any other person authorised in that behalf by the Fund may attend any meeting.

5. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, except business which might lawfully have been transacted at the meeting from which the adjournment took place.
6. At any meeting a resolution put to the vote of the meeting shall be decided on a poll of all those Unitholders present at such a meeting. Each Unitholder will be entitled to one vote per Unit held.
7. The instrument appointing a proxy shall be in writing under the hand of the appointor, or of his attorney, duly authorised in writing or, if the appointor is a corporation, either under the seal or under the hand of an officer or attorney so authorised.
8. A person appointed to act as a proxy need not be a Unitholder.
9. An instrument of proxy may be in the usual or common form, or in any other form, which the Directors shall approve. A proxy shall be deemed to include the right to demand or join in the demanding of a poll. A proxy whether in the usual or common form or not, shall, unless the contrary is stated thereon, be valid for any adjournment of the meeting as well as for the meeting, and need not be witnessed and shall be lodged with the Administrator not less than forty eight hours before the meeting, adjourned meeting or poll, as the case may be, and shall be valid only for the meeting, adjourned meeting or poll referred to therein.
10. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the proxy, or of the authority under which the proxy was executed, provided that no notice in writing of such death, insanity or revocation shall have been received by the Administrator before the commencement of the meeting or adjourned meeting at which the proxy is used.
11. Any company or corporation which is a registered holder of any of the Units may by resolution of its directors, or other governing body, authorise any person to act as its representative at any meeting of the Unitholders and such representative shall be entitled to exercise the same powers on behalf of the company, or corporation which he represents as if he were the registered holder of the Units.
12. Resolutions passed at a meeting of the Unitholders, duly convened and held in accordance with this Instrument, shall be binding upon all the Unitholders whether or not present at the meeting, and each of the Unitholders shall be bound to give effect thereto accordingly.
13. Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be provided for that purpose by the Administrator. Any such minutes, if purporting to be signed by the Chairman of the meeting, shall be conclusive evidence of the matters therein stated and, until the contrary is proved, every such meeting in respect of the proceeding of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat to have been duly passed.

XVII. DIRECTORY

Fund Company

SICO Funds Company B.S.C. (c)
First Floor, BMB Centre,
P.O. Box 1331, Manama,
Kingdom of Bahrain.

Investment Manager and Placement Agent

Securities & Investment Company BSC (c)
First Floor, BMB Centre,
P.O. Box 1331, Manama,
Kingdom of Bahrain.

Custodian and Administrator

HSBC Bank Middle East Limited, Bahrain Branch
Building No. 2505,
Road No. 2832,
Al Seef 428,
Kingdom of Bahrain

Registrar

Apex Fund Services Bahrain WLL
Bahrain Tourism Company Building
Diplomatic Area,
Kingdom of Bahrain

Auditor

PricewaterhouseCoopers
Fourth Floor, BMB Centre,
P.O. Box 21144, Manama,
Kingdom of Bahrain.

Legal Advisor

Qays H. Zu'bi, Attorneys and Legal Consultants
Twelfth Floor, Jasrah Tower,
P.O. Box 2397, Manama,
Kingdom of Bahrain.

