
Chimera Umbrella Fund

An Umbrella Fund with segregated liability Sub-Funds established pursuant to United Arab Emirates Securities and Commodities Authority Chairman of the Board of Directors Decision No. (9 R.M) of 2016 concerning the Regulations as to Mutual Funds

PROSPECTUS

CHIMERA S&P UAE SHARIAH ETF (“First Sub-Fund”)

Dated 22nd June 2020

This Prospectus is subject to Federal Law No. (4) of 2000 Concerning the Emirates Securities and Commodities Authority and Market and the SCA Board of Directors' Chairman Decision No. (9/R.M) of 2016 Concerning the Regulations as to Mutual Funds (the "**Decision**") and all laws, regulations, and decisions ("Legislations") in force in the United Arab Emirates.

IMPORTANT DISCLAIMER:

TO BE READ CAREFULLY BY ALL INVESTORS

- The main purpose of this Prospectus is to inform the potential investors of the key information that will help them make their investment decisions regarding investing in the offered Sub Funds. Each Investor prior to the subscription must carefully examine and review all the data contained in this Prospectus in order to make the appropriate investment decision. Additionally, each investor must obtain the necessary advice from his own financial adviser and Legal Adviser regarding investing in the Sub Funds offered for subscription. The reader of this Prospectus must also take into account that the words and phrases that indicate that the data are estimated and relate to the future which are intended to show that they are uncertain and should not be relied upon entirely as they are subject to change and it is impossible to predict future circumstances with certainty, which may lead to the actual results differing from the expected results.
- The investment in the offered Sub Funds may involve a high degree of risk. Therefore, investors should not invest any money in such Sub Funds unless they can afford to lose their investment - see [Risk and Conflicts of Interest Clause].
- This Prospectus contains data submitted in accordance with the rules of issuance and disclosure in force by the United Arab Emirates Securities and Commodities Authority (the "**Authority**"). The Investment Manager and the Management Company, whose names are included in the contents of this Prospectus, are jointly and severally responsible for the accuracy of information and data in the Prospectus to the best of their knowledge and belief, and after careful due diligence by these entities and conducting possible and reasonable research, so as to ensure that there are no other information or facts or material information which, if not included in the Prospectus, would make any statement contained in it misleading, capable of affecting the investment decision of the subscribers or in violation of the provisions of the Decision and legislation and that the Decision and legislation applies and prevails in all cases to the contents of the Prospectus.
- The information contained in this Prospectus is not subject to any additional information and cannot be amended without the approval of the United Arab Emirates Securities and Commodities Authority and notification to the Unit Holders in accordance with the approval of the Authority.
- The Sub Funds offered under this Prospectus have been presented to the Authority for the purpose of an offering within the United Arab Emirates. Accordingly, if the Sub Funds are offered in any other country, the Investment Manager shall be responsible for taking all the necessary procedures, measures and obtaining the necessary approvals from the concerned bodies in those countries before offering the Sub Fund.
- The fund administrators undertake to fully comply with all the applicable laws, regulations and decisions in force in the United Arab Emirates and those issued at any time by the Securities and Commodities Authority.
- This Prospectus has been adopted by the United Arab Emirates Securities and Commodities Authority on 22nd June 2020 under No. 2020/01. The adoption of the Prospectus is not considered as an endorsement of the feasibility of the investment nor a recommendation to subscribe to the Sub Fund units. The adoption only means that this Prospectus contains the minimum required information in accordance with the rules of issuance and disclosure in force by the Authority. The Authority shall not be responsible for the accuracy, completeness or adequacy of the information contained in this Prospectus and shall not be liable in any way for any damage or loss suffered by any person as a result of reliance on this Prospectus or part thereof.

- This Prospectus is prepared in accordance with all laws, regulations and resolutions in force within United Arab Emirates and any violation that maybe contained in the prospectus to such laws, regulations and decisions shall be null and void. The Management Company shall bear all the consequences of such violation unless a special decision has been issued by the Authority.
- This Prospectus was issued on 22nd June 2020.

3. Introduction and General Provisions

For the sake of clarity, please note that this Prospectus:

1. is an invitation for the public subscription to purchase units of the Sub Fund;
2. includes all information and data relating to the Sub Fund, which are assessed and reviewed by the Investment Manager, the fund-establishing company, the Auditors, Legal Advisor (each in its own capacity) and subject to its own responsibility;
3. shall be updated periodically to reflect any changes that might have been made whenever there are substantial events that warrant such requirement and after seeking the necessary approval and submission to the Authority to request the adoption of such amendments, as well as to the Unit Holders, if the Authority so decides;
4. any investor may request an updated copy of the Prospectus from the addresses mentioned at the end of the Prospectus; and
5. is subject to Federal Law No. (4) of 2000 Concerning the Emirates Securities and Commodities Authority and Market and the SCA Board of Directors' Chairman Decision No. (9/R.M) of 2016 Concerning the Regulations as to Mutual Funds and all laws, regulations and decisions in force in the United Arab Emirates.

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT THE CHIMERA UMBRELLA FUND AND THE CHIMERA S&P UAE SHARIAH ETF, BEING THE UMBRELLA FUND'S FIRST SUB-FUND. THIS DOCUMENT SHOULD BE READ CAREFULLY BEFORE INVESTING. IN ALL CASES, THE INVESTORS MUST CONSULT WITH THEIR LEGAL ADVISER, INDEPENDENT FINANCIAL ADVISER AND TAX CONSULTANT.

Certain terms used in this Prospectus are defined in the section of this document entitled "Definitions".

Securities & Commodities Authority Licensing and Registration

The Chimera Umbrella Fund (the "Umbrella Fund") and the Chimera S&P UAE Shariah ETF have been licensed by and registered with the United Arab Emirates Securities & Commodities Authority. The Umbrella Fund is licensed and registered in accordance with the Securities & Commodities Authority Chairman of the Board of Directors Decision No. (9 R.M) of 2016 concerning the Regulations as to Mutual Funds. Chimera S&P UAE Shariah ETF is the First Sub-Fund of the Umbrella Fund. The authorisation of the Umbrella Fund and any of its Sub-Funds is not an endorsement or guarantee of the Umbrella Fund any of its Sub-Funds by the Securities & Commodities Authority nor is the Securities & Commodities Authority responsible for the contents of this Prospectus. Authorisation of the Umbrella Fund and any of its Sub-Funds by the Securities & Commodities Authority does not constitute a warranty as to the performance of the Umbrella Fund and that Sub-Fund and the Securities & Commodities Authority shall not be liable for the performance or default of the Umbrella Fund or of any of its sub-funds.

Investment Risks

There can be no assurance that a Sub-Fund will achieve its investment objective. It should be appreciated that the value of a Unit in a Sub-Fund and any income from them is not guaranteed and may go down as well as up. An investment in a Sub-Fund involves investment risks, including possible loss of some or the entire amount invested. The capital return and income of a Sub-Fund are based on the capital appreciation and income on the investments it holds, less expenses incurred. Therefore, a Sub-Fund's return may be expected to fluctuate in response to changes in such capital appreciation or income. Fluctuations in the rate of exchange between the currency in which Units in a Sub-Fund are denominated and the currency of investment, if they are different, may also have the effect of causing the value of an investment in the Units to diminish or increase. Investors' attention is drawn to the specific risk factors set out in the section entitled "Risk Factors".

Listing Application

Application will be made to the Dubai Financial Market and the Abu Dhabi Securities Exchange (each a "Market" and together the "Markets") for two classes of Units of the Chimera S&P UAE Shariah ETF to be admitted to trading on the Markets.

This Prospectus comprises listing particulars for the purpose of the application in respect of the two Classes of Units in the Chimera S&P UAE Shariah ETF including all information required by the Markets' listing requirements, for the purpose of admission of the Units of Chimera S&P UAE Shariah ETF to listing and to trading on the Markets.

Neither the admission of these Units to trading on the Markets nor the approval of these listing particulars pursuant to the listing requirements of the Markets shall constitute a warranty or representation by the Markets as to the competence of the service providers or any other party connected with the Umbrella Fund, the Chimera S&P UAE Shariah ETF, the adequacy of information contained in the Prospectus or the suitability of the Chimera S&P UAE Shariah ETF for investment purposes. Neither the delivery of this Prospectus nor the offer, issue or sale of Units shall, under any circumstances, constitute a representation that the information contained in this Prospectus is correct as of any time subsequent to the date of this Prospectus.

The Units of each Sub-Fund created by the Umbrella Fund, including Chimera S&P UAE Shariah ETF, will be primarily listed and admitted for trading one or more of the Markets within the United Arab Emirates. It is also intended that the Units of Chimera S&P UAE Shariah ETF may be listed and admitted for trading on a number of other Markets, but the Umbrella Fund does not warrant or guarantee that such listings will take place. In the event that such listings do take place, the primary listing of the Units of the Sub-Funds will take place on the Markets and any other listings shall be secondary to the listings on the Markets.

It is possible that in certain jurisdictions, parties entirely unaffiliated with the Umbrella Fund, Management Company or the Investment Manager, may make the Units of any Sub-Fund available for investment by investors in those jurisdictions through off market (or over the counter) trading mechanisms. Neither the Umbrella Fund, Management Company, nor the Investment Manager, endorse or promote such activities and are not in any way connected to such parties or these activities and do not accept any liability in relation to their operation and trading.

For details of where the Sub-Funds are listed or admitted for trading, please refer to www.chimerainvestment.com

Distribution and Selling Restrictions

The distribution of this Prospectus and the offering or purchase of the Units in Chimera S&P UAE Shariah ETF or any other Sub-Fund may be restricted in certain jurisdictions. No persons receiving a copy of this Prospectus or an associated application form in respect of Units in Chimera S&P UAE Shariah ETF or any other Sub-Fund in any such jurisdiction may treat this Prospectus or such application form as constituting an invitation to them to purchase or subscribe for Units, nor should they in any event use such application form, unless in the relevant jurisdiction such an invitation could lawfully be made to them and such application form could lawfully be used with the required approval from the relevant regulatory authorities. Accordingly, this Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. It is the responsibility of any persons in possession of this Prospectus and any persons wishing to apply for Units pursuant to this Prospectus to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdiction. Prospective applicants for Units should inform themselves as to the legal requirements of so applying and subscribing, holding or disposing of such Units and any applicable exchange control regulations and taxes in the countries of their respective citizenship, residence, incorporation or domicile, including any requisite government or other consents and the observing of any other formalities.

The Units have not been, and will not be, registered under the 1933 Act or the securities laws of any of the states of the US and the Umbrella Fund and its Sub-Funds have not been, and will not be, registered under the 1940 Act or the laws of any of the states of the US. Accordingly, the Units may not be offered or sold directly or indirectly in the US or to or for the account or benefit of any US Person, except pursuant to an exemption from, or in a transaction not subject to the regulatory requirements of, the 1933 Act and any applicable state securities laws.

The Sub-Fund's Units will only be available to US Persons who are "**qualified institutional buyers**" under Rule 144A under the 1933 Act and "**qualified purchasers**" within the meaning of Section 2(a) (51) of the 1940 Act and who make certain representations. Any re-offer or resale of any of the Units in the US or to US Persons may constitute a violation of US law. In the absence of such exemption or transaction, each applicant for Units will be required to certify that it is not a US Person.

The Umbrella Fund and its Sub-Funds will not be registered under the 1940 Act but will be exempt from such registration pursuant to Section 3(c)(7) thereunder. Section 3(c)(7) exempts non-US issuers who are not making or proposing to make a public offering of their securities in the US. The outstanding securities of those issuers, to the extent that they are owned by US Persons (or transferees of US Persons), must be owned exclusively by persons who, at the time of acquisition of such securities, are **qualified purchasers** within the meaning of Section 2(a) (51) of the 1940 Act. Any US purchaser of the Sub-Fund's Units must therefore be both a **qualified institutional buyer** under Rule 144A under the 1933 Act and a **qualified purchaser** within Section 2(a) (51) of the 1940 Act.

Applicants for Units will be required to certify that they are not US Persons.

If in the future the Units of the any sub-funds is listed outside the United Arab Emirates and/or held in certificated form, prospective investors for Units on subscription and proposed transferees of Units will be required to complete a Relevant Declaration as a pre-requisite to being issued Units in any Sub-Fund or being registered as a transferee of the Units (as the case may be). Furthermore, the existing Investors in any Sub-Fund will also be required to make a Relevant Declaration as a pre-requisite to being permitted to remain as Investors in a Sub-Fund.

Marketing Rules

Distribution of this Prospectus is not authorised unless it is accompanied by a copy of the latest annual report if such annual report has been published and, if the Prospectus is published thereafter, the latest half-yearly report. However, potential investors should note that the auditors do not accept or assume responsibility to any person other than the Management Company, Umbrella Fund, the various Investors of the relevant Sub-Funds and any other person as may be agreed in writing by the auditors, for their audit work, their report or the opinions they have formed. Units are offered only on the basis of the information contained in the current Prospectus and, as appropriate, the latest annual report or half-yearly report of the Umbrella Fund, or a similar report in respect of a particular Sub-Fund, as the case may be.

Any further information or representation given or made by any dealer, salesman or other person should be disregarded and accordingly should not be relied upon. Neither the delivery of this Prospectus nor the offer, issue or sale of Units shall, under any circumstances, constitute a representation that the information given in this Prospectus is correct as of any time subsequent to the date of this Prospectus.

Statements made in this Prospectus are based on the law and practice currently in force in the United Arab Emirates and are subject to changes therein conditional to the required approval of the Securities and Commodities Authority.

This Prospectus may be translated into other languages provided that any such translation shall be a direct translation of the Arabic text. In the event of any inconsistency or ambiguity in relation to the meaning of any word or phrase in translation, the Arabic text shall prevail and all disputes as to the terms thereof shall be governed by, and construed in accordance with, the laws of the United Arab Emirates. This Prospectus should be read in its entirety before making an application for Units in any Sub-Fund.

Forward Looking Statements

This Prospectus includes "forward looking statements." In some cases, forward looking statements can be identified by the use of terminology such as "anticipates," "believes," "estimates," "seeks," "expects," "plans," "will," "intends," "aims" and similar expressions. Although the Umbrella Fund believes that the expectations reflected in these forward-looking statements are reasonable as of the date of this Prospectus, such expectations may prove to be incorrect. Important factors could cause actual results to differ materially from such expectations.

For information about some of the factors that could cause a Sub-Fund's actual results to differ from the expectations stated in the forward-looking statements, please read the section entitled "Risk Factors" in this Prospectus. The Umbrella Fund urges investors to consider these risk factors carefully in evaluating the forward-looking statements contained in this Prospectus. All subsequent written or oral forward-looking statements attributable to the Umbrella Fund or any persons acting on the behalf of the Umbrella Fund are expressly qualified in their entirety by these cautionary statements. The forward-looking statements included in this Prospectus are made only as of the date of this Prospectus. The Umbrella Fund does not intend, and undertakes no obligation, to update these forward-looking statements.

Reliance on this Prospectus and any Supplement

Any information or representation not contained in this Prospectus or given or made by any broker, salesperson or other person should be regarded as unauthorised by the Umbrella Fund and should accordingly not be relied upon.

In deciding whether to invest in a Sub-Fund of the Umbrella Fund, potential investors should rely on information in this Prospectus, any supplement, the relevant KIID and the Umbrella Fund and relevant Sub-Fund's most recent annual and/or semi-annual reports.

Each Class that is available for subscription will have a KIID issued in accordance with the applicable Securities & Commodities Authority Regulations. Prospective investors should consider the KIID for the relevant Class prior to subscribing for Units of that Class in order to assist them in making an informed investment decision. While some Classes are described in the relevant supplemental documentation for the relevant Sub-Fund as available, these Classes may not currently be offered for subscription and in the event that a KIID may not be available. Prospective investors should contact the Investment Manager directly to determine whether the relevant Class is available for subscription.

Because the Prospectus, the relevant Supplement and KIID may be updated from time to time, investors should make sure they have the most recent versions.

Statements made in this Prospectus and any Supplement are based on the law and practice in force in the UAE at the date of this Prospectus or Supplement as the case may be, which may be subject to change. Neither the delivery of this Prospectus nor the offer, issue or sale of Units in any Sub-Fund shall under any circumstances constitute a representation that the affairs of the Umbrella Fund or any Sub-Fund have not changed since the date hereof. This Prospectus will be updated to take into account any material changes from time to time and any such amendments will be notified in advance to and approved by the Securities & Commodities Authority.

Investors should not treat the contents of this Prospectus as advice relating to legal, taxation, investment or other matters. If you are in any doubt about the contents of this Prospectus, the risks involved in investing in a Sub-Fund or the suitability for you of investing in a Sub-Fund, you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser.

Summary and Key Investor Information Document (KIID) of the Fund

Name of Fund	Chimera Umbrella Fund – Chimera S&P UAE Shariah ETF
Management Structure	Management Company
Name of Founder	Chimera Capital LLC
Name of Management Company	Chimera Capital LLC
SCA License Number of Management Company	301056
Local Custodian (UAE)	HSBC Bank Middle East Limited
Global Custodian	The Bank of New York Mellon, London Branch
Administrator	Chimera Capital LLC
Unit Registrar	<p>Stock Exchanges:</p> <p>Abu Dhabi Securities Exchange: Chimera S&P UAE Shariah ETF – Share Class A – Accumulating</p> <p>Dubai Financial Market: Chimera S&P UAE Shariah ETF – Share Class B – Income</p>
Legal Advisor	Herbert Smith Freehills LLP
Auditor	Deloitte & Touche (M.E.)
Shariah Committee	None
Authorised Participants and Liquidity Providers	Arqaam Securities LLC BH Mubasher PSC EFG Hermes Brokerage UAE Shuaa Securities LLC
Index Provider	S&P Dow Jones Indices LLC
Fund Objective	To track S&P UAE Domestic Shariah Liquid 35/20 Capped Index
Age / Term of the Fund	None
Financial Year of the Fund	Annual accounts shall be made up from the 1st of January to the 31st of December in each year, except for the Fund’s first year which shall begin from its date of authorisation until 31st December 2021.
Type of Fund	<ol style="list-style-type: none"> 1. Regulatory Structure: Open Ended 2. Redemption Method: Trading the Share Classes through relevant stock exchanges. Umbrella Fund: Chimera Umbrella Fund Sub Fund: Chimera S&P UAE Shariah ETF As of date of the publication of this document there are no other Sub Funds 3. Dividend Policy Share Class A – Accumulating Listed on Abu Dhabi Securities Exchange - Chimera S&P UAE Shariah ETF – Share Class A – Accumulating Share Class B – Distributing Listed on Dubai Financial Market - Chimera S&P UAE Shariah ETF – Share Class B – Income 4. Shariah Compliant: Non-Compliant 5. Benchmark Index: S&P UAE Domestic Shariah Liquid 35/20 Capped Index (Full Replication) 6. Geographical Investment Universe: United Arab Emirates

	<p>7. Portfolio Composition: Equities</p> <p>8. Net Asset Value (NAV) Frequency: Daily</p> <p>Indicative Net Asset Value (INAV) will be calculated during the Trading session</p>
Fund's Capital	Minimum Viable Size: 250,000 Units Maximum: N/A
Nominal Price Per Unit	AED 3.67
Base Currency of the Fund	AED
Share Classes	Chimera S&P UAE Shariah ETF – Share Class A – Accumulating Chimera S&P UAE Shariah ETF – Share Class B – Income
Eligible Investors	All investors of Abu Dhabi Securities Exchange and Dubai Financial Market
Initial Offering Period	This period commences from 06th July 2020 at 10.00 am (UAE Time) and ends on 13th July 2020 at 2.00 pm (UAE Time); or will end on 20th July 2020 at 2.00 PM (UAE Time) if the Minimum Viable Size is not achieved or at the discretion of the Management Company
Receiving Banks for Initial Offering	Subscription will be done through the Authorised Participants.
Minimum Subscription Units	250,000 Units
Multiples of Subscription Units	250,000 Units
Maximum Subscription Units (if any)	N/A
Redemption Cycle and Mechanism	Available daily for Authorised Participants For other Investors this will be through buying and Selling via the relevant Stock Exchanges
Buying Mechanism after Initial Offer Period	Daily through the relevant stock exchange
Creation / Redemption price after end of Initial Offering Period (Only applicable to Authorised Participants)	<p>The price that the Administrator calculates on the relevant trading day plus / minus the underwriting expenses specified at USD 1,150 or its equivalent in UAE Dirhams per Creation Unit.</p> <p>The Fund will also charge and collect fees from the Authorised Participants with a maximum of up to 5% of the Net Asset Value, and these fees will be due upon any Cash in lieu Creations/Redemptions.</p>
Price of Unit and Calculation Methodology	<ul style="list-style-type: none"> The Net Asset Value of the Units will be determined by the Administrator. It is calculated by deducting all liabilities due from the Fund from the total value of the Fund's assets. The net asset value of the Fund and the Units will be denominated in (the currency of the Fund) and if there are any items denominated in other currencies, they will be converted into (the currency of the Fund) based on the exchange rates in effect at the time of the evaluation and as determined by the administrative service provider. On the closing date of the initial subscription, each Unit will be issued at an initial price of 3.67 dirhams (the Unit's face value), after which the Unit price will be calculated by the administrative service provider on a daily basis and the net value of the Fund's assets will be included with any distributions, income, or profits accruing to the Fund within Fund assets, and any fees or fees due from it, regardless of the full payment, will be deducted, with addition or deduction of any other items in accordance with the international accounting standards.

Reports Available for Unit holders	<ul style="list-style-type: none"> • Annual Audited Financial Reports • Monthly Fund Factsheet • Any other additional reports as determined by the Founder from time to time.
Right of Unit Holders	Units in the Sub-Fund shall not be granted voting rights or other rights relating to the procedures or any individual right to obtain dividends or other allocations for any asset of the Sub-Fund or to any other Sub-Fund of the same Umbrella Fund or to any other Umbrella Fund, except as expressly provided in the Prospectus.
Expenses and Fees	
Subscription Charges (if Any)	Investors excluding Authorised Participants: None
Redemption Charges (if Any)	Investors excluding Authorised Participants: None
Fund Setup Fees (If Any)	None
Management Fee (Details in Page 27 of the prospectus)	Fixed Fees: An annual management fee of 1% of each Sub-Fund's average daily net assets Value
Custody Fees (Details in Page 31 of the prospectus)	None; Paid by the Management Company from Management Fee received from the Fund
Administration Fees (Details in Page 32 of the prospectus)	None; Paid by the Management Company from Management Fee received from the Fund
Registrar Fees	None
Fees Paid to other Service providers	None
Funds Address and Website	Office 410, 2nd Floor Royal Group Headquarters Building Khalifa Park P.O Box – 3190, Abu Dhabi United Arab Emirates Website: www.chimerainvestment.com
Date and License number of the Fund	Date: 19th February 2020 License Number: 01/2020
Fund Board Members (If Any)	None
Fund Board of Directors Formation	None
Internal Governance of the Fund	The Fund's Internal governance is carried out by Chimera Capital LLC.
Working Day	Sunday – Thursday
Creation Day	Monday – Thursday
Redemption Day	Monday – Thursday
Valuation Day	Monday – Thursday
Trading Day	Sunday – Thursday
Delegated Activities (If Any)	None
Fund Investment Strategy	Passive Investment
Details of Fund's ability to invest in other Funds	Not Applicable
Profits and Risk Factors of the Fund	The Fund's profits will be achieved through its activities. The Risk factors of the Fund are limited to factors detailed in Prospectus (Page 14)
Fund Information Source	www.chimerainvestment.com
Party responsible for Fund Information	Name: Chimera Capital LLC Legal Structure: Limited Liability Company Address: Office 410, 2nd Floor Royal Group Headquarters Building Khalifa Park P.O Box – 3190, Abu Dhabi United Arab Emirates

This document will be updated and provided by the Management Company or through its delegates electronically or in print form, periodically or on request and free of charge, with regular updates that includes the historical performance of the Fund.

Chimera Umbrella Fund

Management Company

Chimera Capital L.L.C
(Limited Liability Company)
Office 410, 2nd Floor
Royal Group Headquarters Building
Khalifa Park
P.O Box – 3190, Abu Dhabi
United Arab Emirates

Global Custodian

The Bank of New York Mellon, London Branch
(Branch of a Limited Liability Company)
1 Canada Square
London
E14 5AL
United Kingdom

Investment Manager

Chimera Capital L.L.C
(Limited Liability Company)
Office 410, 2nd Floor
Royal Group Headquarters Building
Khalifa Park
P.O Box – 3190, Abu Dhabi
United Arab Emirates

Sub-Custodian (Local UAE)

HSBC Bank Middle East Limited
(Limited Liability Company)
Emaar Square,
Building 5, Level 4
PO Box 502601 Dubai,
United Arab Emirates

Legal Advisers

Herbert Smith Freehills LLP
(Limited Liability Partnership)
Dubai International Financial Centre
Gate Village 7, Level 4
PO Box 506631, Dubai
United Arab Emirates

Administrator

Chimera Capital L.L.C
(Limited Liability Company)
Office 410, 2nd Floor
Royal Group Headquarters Building
Khalifa Park
P.O Box – 3190, Abu Dhabi
United Arab Emirates

Auditors

Deloitte & Touche (M.E.)
(Limited Liability Partnership)
Al Sila Tower, 11th Floor
ADGM Square
P.O. Box 990, Abu Dhabi
United Arab Emirates

Chimera S&P UAE Shariah ETF – First Sub Fund

Authorised Participants

<p><u>Shuaa Securities LLC</u></p> <p>1302, C2 Towers, Al Bateen, Behind Central Bank, PO Box 107077, Abu Dhabi United Arab Emirates</p>	<p><u>EFG Hermes UAE LLC</u></p> <p>One Central The Offices 3, Office 106 DWTC, P.O. Box 112736, Dubai United Arab Emirates</p>
<p><u>BH Mubasher Financial Services PSC</u></p> <p>49th Floor, Vision Tower, Business Bay, PO Box 26730, Dubai United Arab Emirates</p>	<p><u>Arqaam Securities LLC</u></p> <p>Office - 604, Sama Tower Sheikh Zayed Road, PO Box 120111, Dubai United Arab Emirates</p>

Classes of Units & Listing Venue

Chimera S&P UAE Shariah ETF – Share Class A - Accumulating

Abu Dhabi Securities Exchange

Ground Floor - Al Ghaith Tower
Hamdan Bin Mohammed Street
Al Markaziyah District
Abu Dhabi
United Arab Emirates

Chimera S&P UAE Shariah ETF – Share Class B - Income

Dubai Financial Market

Mezzanine Floor
World Trade Centre (Rashid Tower)
Sheikh Zayed Road
P.O. Box 9700, Dubai
United Arab Emirates

Index Provider

S&P Dow Jones Indices LLC

DIFC (Dubai International Financial Centre)
The Gate Precinct- Building 1, Level 05
P.O. Box 506650, Dubai,
United Arab Emirates

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DEFINITIONS

In this Prospectus the following words and phrases shall have the meanings indicated below:

“1933 Act”	means the US Securities Act of 1933, as amended;
“1940 Act”	means the US Investment Company Act of 1940, as amended;
“AED”	means United Arab Emirates Dirham, the lawful currency for the time being of United Arab Emirates;
“Administrator”	means any entity authorised to provide fund administration and its related services and is authorised to sub-contract such services in accordance with the requirements of the Securities & Commodities Authority;
“Auditor”	means Deloitte & Touche (M.E.) and/or any other Auditor from time to time appointed by the Management Company in accordance with the requirements and approval of the Securities & Commodities Authority
“Authorised Participant”	means regulated broker entity which is registered with the Umbrella Fund as an authorised participant and therefore able to subscribe directly to, or redeem directly from, the Umbrella Fund for Units in a Sub-Fund (i.e. in the Primary Market);
“Authorised Participant Agreement”	means an agreement between an Authorised Participant, Management Company and the Umbrella Fund for purposes of effectuating direct subscriptions and redemptions of Units in a Sub-Fund(s) from the Umbrella Fund;
“Base Currency”	the base currency of each Sub-Fund as specified in the section entitled Investment Policy;
“Benchmark”	in relation to a Sub-Fund, the index against which the performance of a S u b - Fund will be compared;
“Business Day”	means a day on which either the relevant Market is open for business or such other days as the Management Company may from time to time determine and notify to Authorised Participants in advance;
“Cash Component”	means the cash component of the Portfolio Composition File which is made up of four elements, namely, (i) the accrued dividend attributable to investors of the Sub-Fund (generally dividends and interest earned less fees and expenses incurred since the previous distribution), (ii) cash amounts representing amounts arising as a result of rounding the number of Units to be delivered, cash held by the Sub-Fund or amounts representing differences

between the weightings of the Portfolio Composition File and the Sub-Fund, cash in lieu of any Investments set out in the Portfolio Composition File, and (iv) any Duties and Charges which may occur in relation to the issue and/or redemption of Units;

“Securities & Commodities Authority or SCA”

means the United Arab Emirates Securities & Commodities Authority;

“Securities & Commodities Authority Regulations”

means the Decision of the Securities & Commodities Authority Board of Directors No. (9 R.M) of 2016 concerning the Regulations as to Mutual Sub-Funds, as amended consolidated or substituted from time to time) and any regulations or guidelines issued by the Securities & Commodities Authority pursuant thereto for the time being in force;

“Class”

means any class of Units from time to time issued by a Sub-Fund;

“Creation Units”

means the minimum number of Units for subscription in kind or in cash or the minimum number of Units for redemption in kind or in cash, in a minimum number to be determined by the Management Company, in conjunction with the Administrator, from time to time in respect of each Sub-Fund;

“Dealing Day”

means such Business Day or Business Days in the Primary Market of the relevant Markets as the Management Company, in conjunction with the Administrator, from time to time may determine and notify in advance to authorised participants, provided that, unless otherwise determined in respect of a Fund, each Business Day shall be a Dealing Day and provided further that in any event there shall be at least two Dealing Days each month occurring at regular intervals;

“Dematerialised Form”

in relation to Units, means the title of the Units to which it is recorded as being in uncertificated form and which may be transferred by means of a computer-based settlement system;

“Directors”

means the Directors of the Management Company;

“Distribution Agreement”

means the agreement between the Management Company, Umbrella Fund and the Distributor / Paying Agent as may be amended or supplemented from time to time, pursuant to which the latter provides distribution services such as cash/dividends distribution to the sub-funds;

“Distribution Date”	for any distributing Units, a date on which distributions are to be declared and which shall be any Business Day during March, June, September and December in each year, or as determined by the Investment Manager or the Distributor / Paying Agent with the consent of the Investment Manager;
“Distributor”	means Dubai Financial Market and/or any other distributor / Paying Agent from time to time appointed by the Management Company in accordance with the requirements and approval of the Securities & Commodities Authority;
“Duties and Charges”	means in relation to subscriptions and/or redemptions of Units of any Sub-Fund on the Primary Market, the costs which may be charged to Authorised Participants, such as part or all of any of Transaction Costs; stamp and other duties including VAT Charges in UAE; taxes; governmental charges; valuation fees; property management fees; agents fees; brokerage fees; bank charges; foreign exchange spreads; interest; custodian charges (relating to subscriptions and redemptions); transfer fees; registration fees; and all other duties and charges which, for the avoidance of doubt, includes, when calculating the Portfolio Composition File, any provision for spreads (to take into account the difference between the price at which Investments were valued for the purpose of calculating the Net Asset Value and the estimated price at which such Investments shall be bought as a result of a subscription or sold as a result of a redemption), whether in connection with the original acquisition or increase of the Investments of the relevant Sub-Fund or the creation, issue, sale, purchase, transfer, conversion or redemption of Units, or the purchase or proposed purchase of Investments or otherwise which may have become or will be payable in respect of or prior to or in connection with or arising out of or upon the occasion of any transaction or dealing in respect of which such duties and charges are payable on the issue and/or redemption of Units, any charges associated with payments of cash in lieu of securities delivery as part of the Cash Component of a Portfolio Composition File, and any costs associated with the acquisition or disposition of Investments while the relevant Regulated Market for the securities is closed, and costs associated with short settlement, long settlement, or any other non-standard settlement of subscriptions, redemptions, conversions or transfers of Units;
“First Sub-Fund”	means Chimera S&P UAE Shariah ETF

“Sub-Fund”	a Sub-Fund of the Umbrella Fund created with the prior approval of the Securities & Commodities Authority;
“Umbrella Fund”	means Chimera Umbrella Fund;
“INAV”	means Indicative Net Asset Value of the ETF calculated periodically throughout the Dealing Day
“Index”	means each Sub-Fund’s index, as described in Schedule IV, and together, “Indices”;
“Index Provider”	means the provider of each Sub-Fund’s Index;
“Initial Offer Period”	<p>means: with respect to Chimera S&P UAE Shariah ETF the period which commenced on 06th July 2020 at 10.00 am (UAE Time) and ends on 13th July 2020 at 2.00 pm (UAE Time); or will end on 20th July 2020 at 2.00 PM (UAE Time) if the Minimum Viable Size is not achieved or at the discretion of the Management Company.</p> <p>a. In the event where the Initial Offer Period has closed and the Minimum Viable Size has been achieved, the listing process for both share classes of the Sub-Fund with Abu Dhabi Securities Exchange and Dubai Financial Market will commence and be completed within a period not exceeding 90 working days from the closing of the Initial Offer Period. The units will be traded (relevant share class) on the stock exchanges, completing the applicable conditions and listing requirements, post listing</p> <p>b. In the event where the Initial Offer Period has closed and the Minimum Viable Size has not been achieved, all the Subscribed Units will be redeemed, all material contracts with the Service Providers will be end, and any other relevant matters will be the responsibility of the Management Company including but not limited to the costs related to Initial Offer Period</p>
“Intermediary”	means a person who: (i) carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons; or (ii) holds Units in an investment undertaking on behalf of other persons;
“Investment”	means any investment which is permitted by this Prospectus and the Regulations;
“Investment Grade”	in reference to a security, means the security has a rating of BBB- or higher from S&P or Baa3 or higher from Moody’s or the equivalent or higher from another NRSRO or that the security is not rated but is

	considered by the Investment Manager to be of similar quality;
“Investment Manager”	means Chimera Capital L.L.C or any successor investment manager appointed by the Management Company in accordance with the requirements of the Securities & Commodities Authority;
“Legal Advisers”	means Herbert Smith Freehills LLP and/or any other legal adviser from time to time appointed by the Management Company in accordance with the requirements and approval of the Securities & Commodities Authority
“Moody’s”	means Moody’s Investors Service, Inc.;
“Net Asset Value”	means the Net Asset Value of a Sub-Fund or Class, as appropriate, calculated as described herein;
“Net Asset Value per Unit”	means, in respect of any Units, the Net Asset Value attributable to the Units issued in respect of the Sub-Fund or Class, divided by the number of Units in issue in respect of that Sub-Fund or Class;
“Portfolio Composition File”	means the file setting out the Investments and Cash Component which the Sub-Fund is willing to accept on a subscription for Units in satisfaction of the price of Units thereof or which the Sub-Fund will provide to an authorised participant who has submitted a redemption request in satisfaction of the payment of redemption proceeds;
“Primary Market”	means the market on which the Units of a Sub-Fund are subscribed or redeemed through the Authorised Participants ;(off exchange);
“Primary Market Dealing Timetable”	means the timetable set out on page 21;
“Redemption Dividend”	means a dividend paid in respect of Units the subject of a valid request for redemption;
“Regulated Market”	means a stock exchange or regulated market, details of which are set out in Schedule II;
“S&P”	means Standard & Poor’s, a division of the McGraw-Hill Companies, Inc;
“Secondary Market”	means a market on which Units of the Sub-Funds are traded between investors, which may either take place on a recognised market or over the counter;
“Settlement Time”	means the relevant time specified for subscription or redemption in the Primary Market Dealing Timetable;

“Units”	means the Units of no-par value in a Sub-Fund;
“Investor”	means a holder of Units, including Authorised Participants unless the context suggests otherwise;
“Subscriber Units”	means the subscriber Units issued by a Sub-Fund;
“Trade Cut-Off Time”	means the relevant time specified for subscription or redemption in the Primary Market Dealing Timetable;
“Transaction Costs”	means any costs and expenses incurred in respect of the buying and selling of portfolio securities and financial instruments as Investments, including but not limited to brokerage fees and commission, interest or taxes payable in respect of such purchase and sale transactions;
“UK”	means the United Kingdom of Great Britain and Northern Ireland;
“US”	means the United States of America, its territories, possessions and all other areas subject to its jurisdiction;
“USD”	means US dollar, the lawful currency of the US;
“US Person”	means, unless otherwise determined by the Management Company, (i) a citizen or resident of the US; (ii) a partnership organised or existing in or under the laws of the US; (iii) a corporation organised under the laws of the US; (iv) any estate or trust which is subject to US federal income tax on its income regardless of its source; and
“Valuation Point”	means the day and times at which the assets and liabilities of a Sub-Fund will be valued for the purposes of calculating the Net Asset Value which is specified in the Primary Market Dealing Timetable.

INTRODUCTION

The Chimera Umbrella Fund have been licensed by and registered with the United Arab Emirates Securities & Commodities Authority. The Umbrella Fund is licensed and registered with the Securities & Commodities Authority Chairman of the Board of Directors Decision No. (9 R.M) of 2016 concerning the Regulations as to Mutual Funds. Chimera S&P UAE Shariah ETF is the first Sub-Fund of the Umbrella Fund.

The Umbrella Fund was licensed by and registered with the Securities & Commodities Authority on 19th February 2020 under registration number 2020/1. Its sole objective is the collective investment of its Sub-Fund's assets in listed securities as more particularly described in this Prospectus with the objective of providing investors with the benefit of the results of the management of its Sub-Funds. Each Sub-Fund may offer separate Classes of Units.

This Prospectus relates to the Chimera Umbrella Fund and the Sub-Fund titled Chimera S&P UAE Shariah ETF. With the prior approval of the Securities & Commodities Authority, the Umbrella Fund from time to time may establish additional Sub-Funds. The creation of further Classes shall be subject to the prior written approval of the Securities & Commodities Authority and the satisfaction of any conditions in relation thereto set by the Securities & Commodities Authority.

The Fund

The provisions below represent general provisions related to every subfund to be issued by the Umbrella Fund unless stipulated by a special provision by the Umbrella Fund.

1. General

A Fund is an investment vehicle that aims to collect money from investors to invest collectively in specific areas to achieve its investment goals specified in the Prospectus, in return for issuing investment Units of equal value, in a manner that does not contravene the legislations in force in the United Arab Emirates.

The Sub-Fund is an open-ended fund established in accordance with the provisions of the aforementioned decisions and subject to the approval of the Securities and Commodities Authority. The Units of the Sub-Fund will be provided as specified in the "Application for Subscription and Redemptions" section. There will be no restrictions on the number of Units of the Sub-Fund, which is within the limits of the approval issued by the Securities and Commodities Authority on the size of the Sub-Fund.

2. Legal status of the Umbrella Fund and its Sub-Funds

- The Umbrella Fund shall acquire a legal personality and an independent financial edict by virtue of the Securities and Commodities Authority's decision to license it. During the license period, the Umbrella Fund shall have a legal personality, to the extent necessary for this to be in accordance with the provisions of the Law.
- The assets of the Sub-Fund shall guarantee the rights of the investors, and may not be mortgaged or lent to third parties, or seized or disposed of in fulfillment of any dues or debts related to any other entities.
- The investors, their heirs or their creditors may not request to allocate, retain or control any of the Sub-Fund's assets in any way or obtain a right of jurisdiction over it.

- The Sub-Fund shall be requested only for the obligations arising from the exercise of its activities, and the holders of its Units shall not be liable for the obligations of the Sub-Fund except within the limits of their Units.

3. Ownership of Assets

In each Sub-Fund, the investors shall own the assets of the Sub-Fund and will be shared on a pro rata basis in regards to the increase or decrease in the value of the assets resulting from the gains, losses, income, profits and dividends, if any, as well as the costs associated with the activities of the Sub-Fund, which they hold. If there is more than one class within the same Sub-Fund, the participation is based on the number of Units and the Net Asset Value of the Sub-Fund per Unit if there is a difference between the classes in terms of the value of the Sub-Fund's net assets per Unit.

4. Investor's Rights

- Each Unit of the Sub Fund shall grant their holders equal rights, and the investors shall share the profits and losses resulting from the Sub-Fund's activity proportionate between the Units owned in the Sub-Fund and the total Units of the Sub-Fund.
- Units in the Sub-Fund shall not be granted voting rights or other rights relating to the procedures or any individual right to obtain dividends or other allocations for any asset of the Sub-Fund or to any other Sub-Fund of the same Umbrella Fund or to any other Umbrella Fund, except as expressly provided in this Prospectus.

5. Investor Liability Limits

An investor in the Sub-Fund shall only be liable for the obligations of the Sub-Fund within the limits of their holdings in the Sub-Fund.

6. Reporting Obligations of the Management Company

The Management Company is committed:

- To provide adequate and accurate information to current and prospective investors so that they can make their investment decisions.
- To the immediate and periodic disclosure requirements of the Securities and Commodities Authority, the Markets and the Authorized Participants of the Umbrella Fund in respect to all data and information contained in the Regulations, the Prospectus and any other material events affecting the Umbrella Fund and its Sub-Funds in accordance with the Prospectus.
- Disclosing any action or behavior that results in a conflict of interests while investing the funds of the sub-fund, and the appropriate action taken to deal with conflicts and avoid any action that results in any unnecessary increase of costs or risks to the sub-fund, and ensure to protect the interests of the sub-fund.

INDICES

General

A Sub-Fund intend to replicate the performance of an Index. The securities invested in by a Sub-Fund are defined by the relevant Sub-Fund's Index. The constituents of a Sub-Fund's Index may change over time but the exact composition of the Index is published on the website of the Index and is referred to in Schedule IV. Potential investors in a Sub-Fund may obtain a breakdown of the constituents of the Sub-Fund's Index held by the Sub-Fund itself from the Standard & Poors website (www.standardandpoors.com) or from the Investment Manager, subject to any applicable restrictions under the licence which the Investment Manager has in place with the relevant Index Providers.

There is no assurance that a Sub-Fund's Index will continue to be calculated and published on the basis described in this Prospectus or that it will not be amended significantly. The past performance of each Index is not necessarily a guide to future performance.

The Management Company reserve the right, if they consider it in the interests of the Umbrella Fund or any Sub-Fund to do so, to substitute another index for the Index if: -

- the weightings of constituent securities of the Index would cause the Sub-Fund (if it were to follow the Index closely) to be in breach of the Regulations;
- the particular Index or index series ceases to exist;
- a new index becomes available which supersedes the existing Index;
- a new index becomes available which is regarded as the market standard for investors in the particular market and/or would be regarded as of greater benefit than the existing Index;
- it becomes difficult to invest in stocks comprised within the particular Index;
- the Index Provider increases its charges to a level which the Management Company consider too high;
- the quality (including accuracy and availability of data) of a particular Index has, in the opinion of the Management Company, deteriorated;
- a liquid futures market in which a particular Sub-Fund is investing ceases to be available; or
- where an index becomes available which more accurately represents the likely tax treatment of the investing Sub-Fund in relation to the component securities in that index.

Where such a change would result in a material difference between the constituent securities of the Index and the proposed index, relevant Authorised Participant and Securities & Commodities Authority approval will be sought in advance. Any such change in an Index will be notified to, and subject to the prior written approval of, the Securities & Commodities Authority and will be reflected in an updated Prospectus, key investor information document or other similar document (as mandated by the Securities & Commodities Authority) in respect of the relevant Sub-Fund issued after any such change takes place.

The Management Company may change the name of a Sub-Fund, particularly if its Index is changed. Any change to the name of a Sub-Fund will be approved in advance by the Securities & Commodities Authority and the relevant documentation pertaining to the relevant Sub-Fund will be updated to reflect the new name.

INVESTMENT OBJECTIVE AND POLICIES

General

In seeking to achieve its investment objective, each Sub-Fund will purchase the equity securities in the relevant Index. Further details on the relevant Index for the Sub-Fund are set out in the Investment Policy section below and in Schedule IV

At all times the Investment Manager will seek to replicate the constituents and weightings of the Index referenced by the relevant Sub-Fund. Notwithstanding this, the Investment Manager may, in seeking to track the Index, choose to overweight or underweight certain equity securities in the relevant Index where, (i) the effect of such decision is not material on the weightings and (ii) where any proposed adjustment to the holdings would not incur an unreasonable cost. The Investment Manager may also sell equity securities that are represented in its Index in anticipation of their removal from the Index or purchase equity securities not represented in the Index in anticipation of their addition to the Index as may be specified by the Index provider ahead of any change date.

Subject to Schedule III, the Investment Manager may, where investment in a security is not possible due to a market disruption or otherwise, also invest in a portfolio of assets which may comprise money market or short-term instruments such as Investment Grade fixed or floating government securities, bankers' acceptances, certificates of deposit, and other suitable collective investment schemes (such as other funds or sub-funds so long as they are not established or managed by the Investment Manager or otherwise prohibited by the Regulations) (**Eligible Collective Investment Schemes**) which are money market Sub-Funds. The amount which may be invested in such other suitable collective investment schemes shall not exceed 10% of the Net Asset Value of the relevant Sub-Fund.

If the limits on investments contained in Schedule III are exceeded for reasons beyond the control of the Umbrella Fund, or as a result of the exercise of subscription or redemption rights, it shall adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of investors. Each Sub-Fund is also subject to the relevant investment policies as outlined herein and, in the case of a conflict between such policies and Schedule III, the more restrictive limitation shall apply.

Any change in the investment objective and any material change in investment policies will be subject to the prior consent of investors evidenced by a majority vote at a meeting of investors of the relevant Sub-Fund. In the event of a change in the investment objective and/or investment policy of a Sub-Fund a reasonable notification period shall be provided by the Management Company to the investors to enable the investors to redeem their Units prior to the implementation of the change.

There are a limited number of circumstances in which achieving the investment objective and policy of a Sub-Fund may be prohibited by the Regulations, may not be in the interests of investors or may require the use of strategies which are ancillary to those set out in the Sub-Fund's investment objective and policy. These circumstances include, but are not limited to the following:

- (i) Each Sub-Fund is subject to the Regulations which include, inter alia, certain restrictions on the proportion of that Sub-Fund's value which may be held in individual securities. Depending on the concentration of the Index, a Sub-Fund may be restricted from investing to the full concentration level of the Index.
- (ii) The constituent securities of the Index change from time to time including as a result of the Index being rebalanced. The Investment Manager may adopt a variety of strategies when trading a Fund to bring it in line with the changed Index which may incur costs for the relevant Sub-Fund. For example, for equity Sub-Funds, where an equity security which forms part of the Index is not available or a market for such security does not exist, a Sub-Fund may instead hold Custodian receipts relating to such securities; (b) for fixed income Sub-Funds, where a fixed income security which forms part of the Index is not available or a market for such security does not exist, the Sub-Fund may hold some fixed income securities which provide similar performance (with matching risk profile) even if such fixed income securities are not themselves constituents of the Index.
- (iii) From time to time, equity securities in the Index may be subject to corporate actions. The Investment Manager has discretion to manage these events in the most efficient manner.
- (iv) A Sub-Fund may hold ancillary liquid assets and will normally have dividend/income receivables.
- (v) Equity securities held by a Sub-Fund and included in the Index may, from time to time, become illiquid or otherwise unobtainable at fair value. In these circumstances, the Investment Manager may use a number of techniques, including purchasing securities whose returns, individually or collectively, are seen to be well-correlated to desired constituents of the Index.
- (vi) The Investment Manager will have regard to the costs of any proposed portfolio transaction. It may not necessarily be efficient to execute transactions which bring a Sub-Fund perfectly in line with the Index at all times.

Profile of a Typical Secondary Market Investor

Secondary Market investment in a Sub-Fund may be appropriate for investors who have a medium-term investment horizon. The Sub-Funds are designed for investors who are willing to accept moderate volatility, including the possibility of a decline in the value of their investment and/or who are not seeking to invest to meet short term goals.

FIRST SUB FUND: CHIMERA S&P UAE SHARIAH ETF

Investment Objective

The Chimera S&P UAE Shariah ETF (“**the First Sub-Fund**”) seeks to provide investors with a total return, taking into account capital and income returns, which reflects the return of an equity index called the S&P UAE Domestic Shariah Liquid 35/20 Capped Index (the “**Index**”).

Investment Policy

In order to achieve its investment objective, the investment policy of the First Sub-Fund will be to track the performance of the Index which will be a Shariah compliant index. First Sub-Fund will not directly invest into any non Shariah compliant securities. The Investment Manager may deviate from the 100% investment where it is, for whatever reason, not possible to buy and hold a particular Index security.

The First Sub-Fund attempts to replicate, before fees and expenses, the performance of the Index. The Investment Manager will seek to do this by replicating so far as possible the investments in the Index using a full physical replication model. The Investment Manager will regularly monitor the First Sub-Fund’s tracking accuracy and will seek to maintain an appropriate correlation between the return of the Index and the return of the First Sub-Fund. It is expected that the level of tracking error will be 0-2% in normal market conditions excluding Management Fees.

Subject to Schedule III and in circumstances where it is not possible (e.g. due to a market suspension of trading in a security) to acquire in the open market an equity forming part of the Index, the Investment Manager may also invest in a portfolio of assets which may comprise money market or short-term instruments such as Investment Grade fixed and floating government bonds, certificates of deposit, and Eligible Collective Investment Schemes which are either money market Sub-Funds and/or which have a similar investment objective and policies as that of the Sub-Fund. The amount which may be invested in such money market instruments, short-term instruments and Eligible Collective Investment Schemes shall not exceed 10% of the Net Asset Value of the First Sub-Fund. The index applies a capping screen of 35/20. This will mean that the Sub-Fund, through investing in the equity securities, may invest up to 20% of its net assets in a single security with the 20% limit being raised up to 35% in the case of a single issuer where justified by exceptional market conditions such as a material price movement impacting the weighting of that single component within the Index and necessitating a larger exposure. The index provider, Standard and Poor’s, has put in place reset triggers of at 33%/19% respectively to reset levels to ensure compliance. As such components which hit the maximum exposures of 35% and 20% will be reset back to 33% and 19% at the next available opportunity.

The First Sub-Fund will invest in securities listed on the United Arab Emirates stock exchanges, and also in line with the Index replicated by the Sub-Fund. The Units of the Sub-Fund will be listed and traded on Abu Dhabi Securities Exchange for Share Class A and Dubai Financial Market for Share Class B and are part of the Regulated Markets in Schedule II. The Units can be listed in one or more of the Regulated Markets mentioned in Schedule II of this prospectus following further approvals from the United Arab Emirates Securities and Commodities Authority.

The Base Currency of the First Sub-Fund is AED.

Index

The following are the primary features of the Index:

As described above, the Index will be called the S&P UAE Domestic Shariah Liquid 35/20 Capped Index.

Please refer to Schedule IV for further details.

Classes of Units

The First Sub-Fund comprises of two Classes, details of which are set out in Schedule I. The First Sub-Fund may add additional Classes from time to time at the discretion of the Management Company in accordance with the requirements of the Securities & Commodities Authority. A separate pool of assets will not be maintained for each Class within the First Sub-Fund.

GENERAL RULES OF THE SUB-FUND

There is no guarantee that any Sub-Fund will achieve its objective.

The Investment Manager does not currently intend to use financial derivative instruments. Prior to a Sub-Fund engaging in financial derivative instrument transactions a risk management process will be submitted to and cleared by the Securities & Commodities Authority in accordance with the Securities & Commodities Authority Regulations. Supplementary information relating to the risk management methods employed including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments shall be supplied to Authorised Participants upon request.

BORROWINGS

A Sub-Fund may not borrow money, except that a Sub-Fund may borrow up to 10 per cent of its Net Asset Value, provided that such borrowing is on a temporary basis, i.e. A borrowing can be effectuated if it is a distributing sub-fund or a Class, until the dividends of the constituents in the index are collected or unless otherwise approved by the Securities & Commodities Authority.

DISTRIBUTION POLICY

The Management Company shall have the authority to declare and pay dividends in respect of the Units in any Sub-Fund in the Umbrella Fund out of the net income of the relevant Sub-Fund less annual management fee as per schedule on Page 27

Distributions are to be payable in respect of the dividend yielding Class of Units.

Distributions in the capital growth Class of Units will be accumulated and reinvested.

Any change to this policy shall be set out in an updated version of the Prospectus and will be announced accordingly.

Distributions are paid to an investor's bank accounts in the Base Currency of the relevant Sub-Fund by telegraphic transfer to the account of the investor through the Paying Agent.

INVESTMENT RESTRICTIONS

Any Sub-Funds' investments will be limited to investments permitted by the applicable Regulations. If the Regulations are altered during the life of the Umbrella Fund, the investment restrictions may be changed to take account of any such alterations but any such changes shall be in accordance with the Securities & Commodities Authority's requirements, reflected in an updated version of the Prospectus and will be subject to approval by the majority of votes of investors passed at a general meeting. Investors will be advised of such changes in the next succeeding annual or half-yearly report of the Umbrella Fund.

RISK FACTORS

Investors' attention is drawn to the following risk factors. This does not purport to be an exhaustive list of the risk factors relating to an investment in the Umbrella Fund and investors' attention is drawn to the description of the instruments set out in the section entitled "Investment Objective and Policies".

Investment Risk

There can be no assurance that each Sub-Fund will achieve its investment objective. The value of Units and the income therefrom may rise or fall as the capital value of the equity securities in which the Sub-Fund invests may fluctuate. The investment income of the Sub-Fund is based on the income earned on the equity securities it holds, less expenses incurred. Therefore, a Sub-Fund's investment income may be expected to fluctuate in response to changes in such income or expenses.

Index Risk

There is no assurance that each Index will continue to be calculated and published on the basis described in this Prospectus or that it will not be amended significantly. The past performance of the relevant Index is not a guide to future performance.

Non-Correlation Risk

A Sub-Fund's return may not match the return of the relevant Index for a number of reasons. For example, a Sub-Fund incurs operating expenses not applicable to the Index, and may incur costs in buying and selling securities, especially when rebalancing a Sub-Fund's portfolio holdings to reflect changes in the composition of the Index. In addition, a Sub-Fund's portfolio holdings will not exactly replicate the securities included in the relevant Index or the ratios between the securities included in the Index. A Sub-Fund may also hold uninvested assets in the form of cash. In addition, there may be timing differences between when the relevant Index reflects the declaration of dividends and when a Sub-Fund reflects the declaration of dividends. Certain securities comprising the Index may be unavailable for purchase.

The limits on the investments made by a Sub-Fund imposed by the Regulations may also mean that a Sub-Fund may not fully replicate the performance of the relevant Index if the concentration or type of investments in the Index contravenes those limits.

Replication Management Risk

A Sub-Fund is exposed to additional market risk due to its policy of investing principally in the equity securities included in the relevant Index. As a result of this policy, equity securities held by a Sub-Fund will generally not be bought or sold in response to market fluctuations and the equity securities may be issued by companies concentrated in a particular industry.

Therefore, a Sub-Fund will generally not sell an equity security because its issuer is in financial trouble, unless that equity security is removed or is anticipated to be removed from the relevant Index.

Index Tracking Risk

Tracking error is the difference between the return of a Sub-Fund and the return of the Index tracked. The Sub-Fund is subject to tracking error risk, which is the risk that its returns may not track exactly those of the Index. Tracking error may result from an inability to hold the exact constituents of the Index, for example where there are local market trading restrictions, and/or where the Regulations limit exposure to the constituents of the Index.

Market Capitalisation Risk

A Sub-Fund normally invests a high proportion of its assets in equity securities that comprise the relevant Index. Where relevant, the equity securities of companies represented in an Index generally have market capitalisations that are consistent with the name of the Index. For purposes of determining the market capitalisation range of such equity securities, a Sub-Fund will use the current range of the Index. However, the relevant Sub-Fund will not be forced to sell an equity security because it has exceeded or fallen below the current market capitalisation range of the Index. Because of market movement, there can be no assurance that the equity securities in the Sub-Fund will stay within a given market capitalisation range. As a result, the relevant Sub-Fund may be exposed to additional risk

Passive Investment Risk

A Sub-Fund may be affected by a general decline in certain market segments relating to its Index. A Sub-Fund invests in securities included in or representative of its Index regardless of their investment merit. A Sub-Fund generally will not attempt to take defensive positions in declining markets.

Single Country Risk

Where a Sub-Fund invests primarily in securities in a single country or a small number of countries, it may be subject to a greater level of risk and above average volatility, as compared to investing in a broader range of securities covering multiple countries.

Trading Issues

Although it is contemplated that the Units of each Sub-Fund will be listed for trading on the Markets, there can be no assurance that an active trading market for such Units will develop or be maintained. Trading in Units on the Markets may be halted due to market conditions or for reasons that, in the view of the relevant Market, make trading in Units inadvisable. There can be no assurance that the requirements the Markets necessary to maintain any listing of the Sub-Funds will continue to be met or will remain unchanged.

Fluctuation of Net Asset Value

The Net Asset Value of each Sub-Fund will generally fluctuate with changes in the market value of such Sub-Fund's holdings. The market prices of Units will generally fluctuate in accordance with changes in Net Asset Value as well as the relative supply of and demand for Units on the Secondary Market. The Investment Manager cannot predict whether Units will trade below, at or above their Net Asset Value. Price differences may be due, in large part, to the fact that supply and demand forces at work in the Secondary Market for Units will be closely

related to, but not identical to, the same forces influencing the prices of the stocks of the Sub-Fund trading individually or in the aggregate at any point in time.

However, given that Units can be purchased and redeemed in Creation Units (unlike Units of closed-end Sub-Funds, which frequently trade at appreciable discounts from, and sometimes at premiums to, their Net Asset Value), the Investment Manager believes that large discounts or premiums to the Net Asset Value per Unit should not be sustained.

Secondary Market Trading Risk

The Units of each Sub-Fund will be listed and admitted to trading on one or more Markets. There is no guarantee as to the liquidity of the Units on any relevant Markets, or as to the provision of intra-day prices for the Units.

Lack of Operating History

The Sub-Fund is newly formed and has no operating history upon which investors can evaluate their likely performance. There can be no assurance that the Sub-Fund will achieve its investment objective.

Equity Market Risk

Each Sub-Fund is subject to equity market risk. Equity risk is the risk that a particular Unit, a fund, an industry, or Units in general may fall in value. The value of investments in a Sub-Fund will go up and down with the prices of securities in which the Sub-Fund invests. The prices of equity securities change in response to many factors, including the historical and prospective earnings of the issuer, the value of its assets, management decisions, demand for an issuer's products or services, production costs, general economic conditions, interest rates, currency exchange rates, investor perceptions and market liquidity.

Volatility Risk

Prices of equity securities may be volatile. Price movements of equity securities are difficult to predict and are influenced by, among other things, speculation, changing supply and demand relationships, governmental trade, fiscal, monetary and exchange control programs and policies, national and international political and economic events, climate, changes in interest rates, and the inherent volatility of the market place. Volatility may also be due to the fluctuations in the exchange rate of currencies. During periods of uncertain market conditions, the combination of price volatility and the less liquid nature of securities markets may, in certain cases, affect a Sub-Fund's ability to acquire or dispose of equity securities at the price and time it wishes to do so, and consequently may have an adverse impact on the investment performance of the Sub-Fund.

Global Financial Market Crisis and Governmental Intervention

As at the date of this Prospectus, global financial markets have undergone pervasive and fundamental disruptions and significant instability which has led to governmental intervention. Regulators in certain jurisdictions have implemented or proposed a number of emergency regulatory measures. Government and regulatory interventions have sometimes been unclear in scope and application, resulting in confusion and uncertainty which in itself has been detrimental to the efficient functioning of financial markets. It is impossible to predict what additional interim or permanent governmental restrictions may be imposed on the markets and/or the effect of such restrictions on the Investment Manager's ability to implement a Sub-Fund's investment objective.

Whether current undertakings by governing bodies of various jurisdictions or any future undertakings will help stabilise the financial markets is unknown. The Investment Manager cannot predict how long the financial markets will continue to be affected by these events and cannot predict the effects of these – or similar events – in the future – on a Sub-Fund, global economy and the global securities markets. The Investment Manager is monitoring the situation.

Temporary Suspension of Valuation of the Units and of Sales, Repurchases and Conversions

Investors are reminded that in certain circumstances their right to redeem or convert Units may be temporarily suspended.

Cyber Security Risk

Like other business enterprises, the use of the internet and other electronic media and technology exposes the Umbrella Fund, the Umbrella Fund's service providers, and their respective operations, to potential risks from cyber- security attacks or incidents (collectively, "cyber-events"). Cyber-events may include, for example, unauthorised access to systems, networks or devices (such as, for example, through "hacking" activity), infection from computer viruses or other malicious software code, and attacks which shut down, disable, slow or otherwise disrupt operations, business processes or website access or functionality. In addition to intentional cyber - events, unintentional cyber-events can occur, such as, for example, the inadvertent release of confidential information. Any cyber-event could adversely impact the Umbrella Fund and the investors and cause a Sub-Fund to incur financial loss and expense, as well as face exposure to regulatory penalties, reputational damage, and additional compliance costs associated with corrective measures. A cyber-event may cause the Umbrella Fund, a Sub-Fund, or the Umbrella Fund's service providers to lose proprietary information, suffer data corruption, lose operational capacity (such as, for example, the loss of the ability to process transactions, calculate the Net Asset Value of a Sub-Fund or allow Authorised Participants to transact business) and/or fail to comply with applicable privacy and other laws. Among other potentially harmful effects, cyber events also may result in theft, unauthorised monitoring and failures in the physical infrastructure or operating systems that support the Umbrella Fund and the Umbrella Fund's service providers. In addition, cyber-events affecting issuers in which a Sub-Fund invests could cause the Sub-Fund's investments to lose value.

Umbrella structure of the Umbrella Fund and Cross-Liability Risk

A Sub-Fund will be responsible for paying its annual management fee regardless of the level of its profitability. The Umbrella Fund is an umbrella fund with segregated liability between Sub-Funds and under United Arab Emirates laws. The Umbrella Fund generally will not be liable as a whole to third parties and there generally will not be the potential for cross liability between the Sub-Funds. Notwithstanding the foregoing, there can be no assurance that, should an action be brought against the Umbrella Fund in the courts of another jurisdiction, the segregated nature of the Sub-Funds would necessarily be upheld.

Taxation

Potential investors' attention is drawn to the taxation risks associated with investing in the Umbrella Fund. See section entitled "Taxation".

Political Risks

The performance of a Sub-Fund may be affected by changes in economic and market conditions, uncertainties such as political developments, changes in government policies, the imposition of restrictions on the transfer of capital and in legal, regulatory and tax requirements.

Emerging Market Risks

Due to the developing nature of the countries in which certain Sub-Funds may invest their markets are similarly of a developing nature. Accordingly, these markets may be insufficiently liquid and levels of volatility in price movements may be greater than those experienced in more developed economies and markets. In addition, reporting standards and market practices may not provide the same degree of information as would generally apply internationally and therefore may increase risk. In addition, an issuer may default on payments and such circumstances could mean that investors may not receive back on repurchase or otherwise the amount originally invested.

It should be remembered that the legal infrastructure and accounting, auditing and reporting standards in emerging markets may not provide the same degree of investor protection or information to investors as would generally apply internationally. In particular, valuation of assets, depreciation, exchange differences, deferred taxation, contingent liabilities and consolidation may be treated differently from international accounting standards.

The value of the assets of each of the Sub-Funds referred to above may be affected by uncertainties, such as political developments, changes in government policies, taxation and currency repatriation and restrictions on foreign investment in some of the countries in which the Sub-Funds referred to above may invest.

Certain Sub-Funds may invest in markets where custodial and/or settlement systems are not fully developed in regions such as Africa, the Middle East, Central and Eastern Europe, Asia and Latin America, the assets of the Sub-Funds which are traded in such markets and which have been entrusted to sub-custodians, in circumstances where the use of such sub-custodians is necessary, may be exposed to risk in circumstances whereby the Custodian will have no liability.

Counterparty Risk to the Custodian

The Umbrella Fund will be exposed to the credit risk of the Custodian or any Sub-Custodian used by the Custodian where cash is held by the Custodian or other Custodians. In the event of the insolvency of the Custodian or other Custodians, the Umbrella Fund will be treated as a general creditor of the Custodian or other Custodians in relation to cash holdings of the Umbrella Fund. The Umbrella Fund's equity securities are however maintained by the Custodian or other Custodians in segregated accounts and should be protected in the event of insolvency of the Custodian or other Custodians.

APPLICATIONS FOR SUBSCRIPTIONS AND REDEMPTIONS

Procedure for Subscriptions and Redemptions (Primary Market)

Subscription and redemption in the primary market means all subscription and redemption activities carried out through the Authorized Participants directly with the Sub-Fund. The subscription and redemption in the primary market is limited to those Authorized Participants concerned with each Sub-Fund.

All applicant applying for the first time to create or redeem Units in any Sub-Fund in the Umbrella Fund must first complete the Umbrella Fund's Authorised Participant Agreement which may be obtained from the Umbrella Fund (contact information may be found on the Umbrella Fund's website www.chimerainvestment.com). A holiday timetable for the Markets will also be available on the Umbrella Fund's website. An original signed application form should be sent to the Administrator with supporting documentation in relation to money laundering prevention checks. No Units shall be issued or cancelled until the applicant has completed and delivered to the Administrator the original application form and supporting anti-money laundering documentation as described above. The Umbrella Fund has absolute discretion to accept or reject any Authorised Participant Agreement.

Measures aimed at the prevention of money laundering will require an applicant to provide verification of identity to the Umbrella Fund and/or the Administrator. The Umbrella Fund and/or the Administrator will specify what proof of identity is required, including but not limited to any form of identification or address proof of all its directors and beneficial owners. This may further require production of a certified copy of the certificate of incorporation (and any change of name), by-laws, instrument of incorporation (or equivalent), and the names and addresses of all directors and beneficial owners.

The Administrator reserves the right to request further details or evidence of identity from an applicant for Units. Applicant must provide such declarations as are reasonably required by the Umbrella Fund, including, without limitation, declarations as to matters of US taxation. In this regard, applicant should take into account the considerations set out in the section entitled "Taxation".

Once the Authorised Participant Agreement and supporting anti-money laundering documentation has been processed by the Administrator and accepted by, or on behalf of, the Umbrella Fund, an applicant may submit a dealing request to subscribe or redeem Units in a Sub-Fund by an electronic order entry facility or by submitting a dealing form via facsimile to the Administrator. Dealing forms may be obtained from the Administrator. The use of the electronic order entry facility is subject to the prior consent of the Investment Manager or the Administrator and must be in accordance with and comply with the requirements of the Securities & Commodities Authority. Subscription and redemption orders are subject to the Trade Cut-Off Time. Deal instructions received after the Trade Cut-Off Time may be accepted for that Dealing Day, at the discretion of the Management Company or their delegate, in exceptional circumstances, provided they are received prior to the Valuation Point.

All applications are at the applicant's own risk. Dealing forms and dealing requests, once submitted, shall be irrevocable save with the consent of the Management Company or their delegate. The Umbrella Fund and the Administrator shall not be responsible for any losses arising in the transmission of Authorised Participant Agreements and dealing forms or for any losses arising in the transmission of any dealing request outside the agreed timings and methods of communication.

The Investment Manager of the Sub-Fund has absolute discretion to accept or reject in whole or in part any subscription for Units with an appropriate reason to the Authorised Participant. The Investment Manager also has the right to determine whether it will only accept a redemption request from an Authorised Participant in kind or in cash.

At the discretion of the Investment Manager of the Sub-Fund and with the consent of the Authorised Participant making such redemption request, assets may be transferred to the Authorised Participant in satisfaction of the redemption monies payable on the redemption of Units.

Where a redemption request represents 5% or more of the Net Asset Value of a Sub-Fund, in case of a physical in-kind redemption, assets may be transferred to an Authorised Participant in satisfaction of the redemption monies payable without the consent of the Authorised Participant. At the request of the Authorised Participant making such redemption request, the assets may be sold by the Investment Manager of the Sub-Fund and the proceeds of sale shall be transmitted to the Authorised Participant. The transaction costs incurred in the sale of the assets will be payable by the Authorised Participant.

The Administrator and/or the Umbrella Fund reserves the right to request further details from an applicant (being an Authorised Participant) for Units. Each such Authorised Participant must notify the Administrator of any change in their details and furnish the Umbrella Fund with whatever additional documents relating to such change as it may request. Amendments to an Authorised Participant's registration details and payment instructions will only be effected upon receipt by the Administrator of original documentation signed by the authorised signatories on the account. Redemption requests will be processed only where the payment is to be made to the applicant's account of record.

It is further acknowledged that the Umbrella Fund, the Investment Manager and the Administrator shall be held harmless by the applicant against any loss arising as a result of a failure to process the subscription if information that has been requested by the Umbrella Fund or the Administrator has not been provided by the applicant.

The Umbrella Fund may accept subscriptions and pay redemptions either in kind or in cash.

Subscription and redemption orders from Authorised Participants will normally be accepted in multiples of the minimum Creation Units listed for the Sub-Funds. Such minimums may be reduced in any case at the discretion of the Management Company or their delegate.

Portfolio Composition File

A Sub-Fund will publish the Portfolio Composition File for the Sub-Funds setting out the Investments and/or the anticipated Cash Component to be delivered (a) by Authorised Participants in the case of subscriptions in the Primary Market; or, (b) by the Sub-Fund in the case of redemptions, in return for Creation Units of the relevant Sub-Funds. The Sub-Fund's current intention is that the Portfolio Composition File will normally stipulate that Investments must be in the form of the constituents of the relevant Index. Only Investments which form part of the investment objective and policy of a Sub-Fund will be included in the Portfolio Composition File. The weightings and holdings of the Portfolio Composition File may differ from time to time. The Investment Manager of the Sub-Fund receives the calculation of this data from third parties.

The Portfolio Composition File for a Sub-Fund for each Dealing Day will be available upon request from the Administrator.

Dealings

Units may be subscribed only through Authorised Participants mentioned in this Prospectus on each Dealing Day at the Net Asset Value per Unit plus Duties and Charges. Units may be redeemed on each Dealing Day at the Net Asset Value per Unit less Duties and Charges. Duties and Charges may include trading and transaction costs, and variance in Net Asset Value related to the completion or the sale of a portfolio of the Investments needed to create or redeem a Creation Unit. Duties and Charges, as more particularly described in the section entitled, “Definitions” applicable to cash and partial- cash transactions may, following completion of the transaction, result in a negative balance to be charged to, and required to be paid by, the relevant Authorised Participant. Conversely, any positive balance resulting from the aggregate Duties and Charges arising in connection with a completed cash or partial-cash transaction shall be refunded to the Authorised Participant by the relevant Sub-Fund.

The Fund will also charge and collect fees from the Authorised Participants with a maximum of up to 5% of the Net Asset Value, and these fees will be due upon any Cash in lieu Creations/Redemptions.

The Trade Cut-Off Time and the Settlement Time for all subscriptions and redemptions, are set out in the table below.

Primary Market Dealing Timetable*

Sub-Fund Name****	Settlement Period	Sub-Fund Valuation Point	Trade Cut-Off Time	Subscription Settlement Time**	Redemption Settlement Time***
Chimera S&P UAE Shariah ETF	T+2	5pm UAE	2pm UAE	5pm UAE	5pm UAE

* All times are UAE time unless otherwise specified.

** In exceptional circumstances, earlier or later settlement times may be determined by the Management Company or their delegate at their discretion with prior Authorised Participant notice and Administrator consent, where applicable.

*** Applicable both to the time redemption proceeds are remitted by a Sub-Fund and the time by which Units of a Sub-Fund are to be delivered by the redeeming Authorised Participant. In exceptional circumstances, earlier or later settlement times may be determined by the Management Company or their delegate at their discretion with prior Authorised Participant notice and Administrator consent, where applicable.

**** All UAE trading days except for Sundays and Irish Bank Holidays approved by the Central Bank of Ireland.

Procedure for Subscriptions and Redemptions (Secondary Market)

Units may be purchased or sold on the Secondary Market by all investors through relevant Markets on which the Units are admitted for trading.

It is expected that the Units of the Sub-Funds will be listed on the Markets (being the Dubai Financial Market and the Abu Dhabi Securities Exchange). The purpose of the listing of the Units on the Market is to enable investors to buy and sell Units on the Secondary Market, normally via the investor’s broker, in smaller quantities than would be possible if they were to

subscribe and/or redeem Units through the Umbrella Fund in the Primary Market. In accordance with the requirements of the relevant Markets, Liquidity Providers (which may or may not be an Authorised Participant) are expected to provide liquidity and the regulation bid and offer spread based on the Indicative Net Asset Value and liquidity provider's contractual agreement with the relevant Markets and also to facilitate the Secondary Market trading of the Units.

The maximum margin between the bid and offer prices is 6% divided equally by 3% above and 3% below the Indicative Net Asset Value (INAV). The relevant Markets will determine the margin according to which the Authorised Participants will work from time to time when determining the bid and offer prices at the time of placing the orders in the relevant Markets, provided that this margin does not exceed at all times the 6% specified in this Prospectus as a maximum (+/- 3%) of the INAV.

For example, if the Indicative Net Asset Value (INAV) at a certain date is AED 100, and the relevant Market has set the maximum margin between the bid and offer prices at 4%. It is then divided equally by 2% above and 2% below the INAV and is to be abided by all the Authorised Participants, when determining the bid and offer prices, that the bid price is not less than AED 98, and the offer price does not exceed AED 102, with the possibility of setting any prices between these two prices.

If the Indicative Net Asset Value (INAV) at a certain date is AED 100, and the relevant Market has set the maximum margin between the bid and offer prices at 5%. It is divided equally by 2.5% above and 2.5% below the INAV and is to be abided by all the Authorised Participants, when determining the bid and offer prices, that the bid price is not less than AED 97.5, and the offer price does not exceed AED 102.5, with the possibility of setting any prices between these two prices.

Units of the Sub-Funds purchased on the Secondary Market cannot usually be sold directly back to the Umbrella Fund. Investors must buy and sell Units on a Secondary Market with the assistance of an intermediary (e.g. a broker) and may incur fees for doing so. In addition, investors may pay more than the current Net Asset Value when buying Units and may receive less than the current Net Asset Value when selling them.

The market price of a Unit listed or traded on a Market may not reflect the Net Asset Value per Unit of a Sub-Fund. The price of any Units traded on the Secondary Market will be determined by the market and prevailing economic conditions which may affect the value of the underlying assets. Any transactions in the Units of a Sub-Fund on a Market will be subject to the customary brokerage commissions and/or transfer taxes or any other taxes associated with the trading and settlement through the relevant Market. There can be no guarantee that once the Units are listed on a Market they will remain listed. Investors wishing to purchase or redeem Units on the Secondary Market should contact their broker.

Investors may redeem their Units through an Authorised Participant by selling its Units to the Authorised Participant (directly or through a broker) through the relevant market.

If the Market value of the Units of a Sub-Fund significantly varies from its Net Asset Value, investors who have acquired their Units (or, where applicable, any right to acquire a Unit that was granted by way of distributing a respective Unit) on the Secondary Market shall be allowed to sell them directly back to the Umbrella Fund. For example, this may apply in cases of market disruption such as the absence of a Liquidity Provider. In such situations, information shall be communicated to the regulated market indicating that the Umbrella Fund is open for direct redemptions at the level of the Umbrella Fund. Investors should then contact the Administrator regarding the process to be followed to redeem their Units in these circumstances. Units may be redeemed at the Net Asset Value per Unit less Duties and Charges.

The Index Provider will publish a breakdown of the sectors of each Index on its website at <https://www.spglobal.com/spdji> and the investment manager will provide a breakdown of the constituents of each index on its website www.chimerainvestment.com

The Secondary Market dealing timetable depends upon the rules of the Market upon which the Units are dealt. Please contact your professional adviser or broker for details of the relevant dealing timetable.

General Information

No Unit certificates will be issued. Fractional Units will not be issued.

The Management Company, as the case may be, is required to maintain a register of Authorised Participants to the extent that such register may be required by the Securities & Commodities Authority. The Management Company have resolved that Units in the First Sub-Funds will be issued in dematerialised (or uncertificated) form and that the Sub-Funds will apply for admission for clearing and settlement through the Dubai Financial Market and Abu Dhabi Securities Exchange clearing, settlement and Custodian systems. Each clearing system provides settlement assurance by being counterparty to all matched trades executed on the relevant Market and reported immediately to the relevant clearing system. The clearing system assumes the role of a seller to the buying clearing member and the role of a buyer to the selling clearing member. Fridays and Saturdays are both non-trade and non-settlement days in addition to official local holidays in the UAE.

The Management Company reserve the right to issue amended or additional procedures relating to the manner of creating or redeeming Creation Units, which will be notified to Authorised Participants in advance and would require Securities and Commodity Authorities approval to reflect any changes in the Prospectus.

Applications received after the Trade Cut-Off Time will generally not be accepted. However, such applications may be accepted for dealing on the relevant Dealing Day, at the discretion of Management Company or their delegate, in exceptional circumstances, provided they are received prior to the Valuation Point. Subscription proceeds should be paid in the Base Currency of the relevant Sub-Fund within the Settlement Time specified. For redemptions in cash, redemption proceeds shall be paid within the Settlement Time, provided that the Units have been transferred into the Umbrella Fund's account at a clearing system. For in kind dealings, settlement of the transfer of Investments and/or the Cash Component in respect of subscriptions and redemptions must take place within the Settlement Time specified. The Umbrella Fund reserves the right, in their sole discretion, to require the applicant to indemnify the Umbrella Fund against any losses arising as a result of a Sub-Fund's failure to receive Investments and/or the Cash Component within stated settlement times.

For in kind redemptions, no delivery instructions will be issued by the Administrator in relation to the Investments and/or Cash Component until the Administrator has confirmed receipt of the returned Units in the relevant Sub-Fund into the Umbrella Fund's account at a clearing system.

If redemption requests on any Dealing Day represent 10% of the Net Asset Value or more of the Units in issue in respect of any Sub-Fund, the Management Company may, in their discretion, refuse to redeem any Units in excess of 10% of Net Asset Value. Any request for redemption on such Dealing Day shall be reduced rateably and the redemption requests shall be treated as if they were received on each subsequent Dealing Day until all Units to which the original request related have been redeemed. In any event settlement for redemptions will be made within

ten Business Days of the day on which the redemption request is made. Redemption proceeds shall be paid in the Base Currency of the relevant Sub-Fund.

Redemption Dividend

The Sub-Fund may pay any accrued dividends related to a cash redemption or related to the Investments transferred to an Authorised Participant in satisfaction of a valid in-kind redemption request. Such a dividend will become due immediately prior to the redemption of the Units and paid to the Authorised Participant as part of the cash amount in the case of a cash redemption or as part of the Cash Component in the case of an in-kind redemption.

Failure to Deliver

In the event an Authorised Participant fails to deliver the required Investment and Cash Component in relation to an in-kind subscription or cleared Sub-Funds in relation to a cash subscription in the stated settlement times for the Sub-Funds, the Management Company reserves the right, in exceptional circumstances, to cancel the relevant subscription order. In such circumstances, the Authorised Participant may be charged at normal commercial rates for any loss or expense suffered by the Sub-Fund as a result of a failure by the Authorised Participant to deliver the required Investments and Cash Component or cleared Sub-Funds in a timely fashion. The Management Company reserves the right to cancel the provisional allotment of the relevant Units in those circumstances.

The Management Company may, in their sole discretion that it is in the best interests of a Sub-Fund, decide not to cancel a subscription and provisional allotment of Units where an Authorised Participant has failed to deliver the required Investment and Cash Component or cash within the stated settlement times. In this event, the Umbrella Fund may temporarily borrow, subject to the requirements of the Securities & Commodities Authority, an amount equal to the subscription and invest the amount borrowed in accordance with the investment objective and policies of the relevant Sub-Fund. Once the required Investments and Cash Component or cash has been received, the Umbrella Fund will use this to repay the borrowings. The Management Company reserves the right to charge the relevant Authorised Participant for any interest or other costs incurred by the Umbrella Fund as a result of this borrowing. If the Authorised Participant fails to reimburse the Umbrella Fund for those charges, the Umbrella Fund and/or Investment Manager will have the right to sell all or part of the applicant's holdings of Units in the Sub-Fund or any other Sub-Fund of the Umbrella Fund in order to meet those charges.

Mandatory Repurchase of Units and Forfeiture of Dividends

Investors are required to notify their stock broker immediately in the event that they become US Persons. Investors who become US Persons will be required to dispose of their Units to non-US Persons on the next Dealing Day thereafter unless the Units are held pursuant to an exemption which would allow them to hold the Units. The Management Company reserves the right to redeem or require the transfer of any Units which are or become owned, directly or indirectly, by a US Person or other person if the holding of the Units by such other person is unlawful or, in the opinion of the Management Company, the holding might result in the Umbrella Fund, the Sub-Funds, the Management Company or the investors incurring any liability to taxation or suffering any pecuniary, legal, regulatory or material administrative disadvantage which the Umbrella Fund, the Sub-Funds, the Management Company or the investors might not otherwise suffer or incur.

Conversion of Units

With the prior consent of the Management Company, at their discretion, an Authorised Participant may convert one Class into another Class on giving notice to the Management Company in such form as the Management Company may require, provided that the Authorised Participant satisfies the minimum investment criteria. Conversion will take place in accordance with the following formula:

$$CD = (RS - SS) - SC$$

where:

<i>CD</i>	=	Cash due to Fund / Investors
<i>RS</i>	=	Market value of the Redeeming Class;
<i>SS</i>	=	Market value of the Subscribing Class;
<i>SC</i>	=	Switch cost

The Management Company shall disclose details of when a conversion may be refused to that Authorised Participant.

The conversion will adhere to the minimum subscription Unit requirements and its multiples.

In an event where the formula output results in a negative value then it is implied as the 'Cash Due to the Fund'. In an event where the formula output results in a positive value then it is implied as the 'Cash Due to the Investors'

Indemnification

Units will not be issued in the relevant Sub-Fund(s) until such time as the Management Company / Investment Manager is satisfied with all the information and documentation required to identify the applicant and is satisfied that the relevant Investments and Cash Component for in kind subscriptions or cash for cash subscriptions have been received.

The holding and transfer of Units will be in Dematerialised Form. The Units of each Class are admitted as participating securities to the Dubai Financial Market and/or Abu Dhabi Securities Exchange and application may be made for the Units to be admitted to other relevant computer-based settlement systems. This will enable investors to hold Units in, and to settle transactions in Units through the clearing, settlement and Custodian systems of the Dubai Financial Market and the Abu Dhabi Securities Exchange.

Publication of the Price of the Units

Except where the determination of the Net Asset Value has been suspended, in the circumstances described below, the Net Asset Value per Unit of each Dealing Day and an indicative Net Asset Value per Unit on any Business Day which is not a Dealing Day shall be notified by the Administrator without delay to the Markets and shall be made available at the registered office of the Administrator on the following Dealing Day and shall also be published on the Business Day immediately succeeding each Dealing Day (or Business Day in the case of an indicative Net Asset Value per Unit) on www.dfm.ae, www.adx.ae & www.chimerainvestment.com. Such information shall relate to the Net Asset Value per Unit for the previous Dealing Day (or indicative Net Asset Value per Unit for a Business Day which is not a Dealing Day) and is published for information only. It is not an invitation to subscribe for, redeem or convert Units at that Net Asset Value.

The indicative Net Asset Value per Unit will be published through the relevant Markets during its every business day's trading session.

Portfolio Holdings Disclosure Policy

The Sub-Fund's portfolio holdings policy is designed to be transparent, whilst being in the best interest of the Investors and the Authorised Participants in the Sub-Funds. The full portfolio holdings for the Sub-Funds shall be available daily, with a two-day lag, on www.chimerainvestment.com. Any portfolio holdings information which may otherwise be provided on request shall be provided on a confidential basis.

Temporary Suspension of Valuation of the Units and of Sales, Repurchases and Conversions

The Management Company may temporarily suspend the determination of the Net Asset Value and the sale, conversion or redemption of Units in any of its Sub-Funds during:

- (a) any period (other than ordinary holiday or customary weekend closings) when any market is closed which is the main market for a significant part of the Sub-Fund's investments which would entail to a minimum of 5% or any other such percentages determined by the Management Company or when trading thereon is restricted or suspended;
- (b) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Management Company, disposal or valuation of 5% or more of the investments of the Sub-Fund is not reasonably practicable without this being seriously detrimental to the interests of investors of the Sub-Fund;
- (c) any period during which the disposal or valuation of investments which constitutes 5% or more assets of the Sub-Fund is not practically feasible or if feasible would be possible only on terms materially disadvantageous to Investors;
- (d) any period when for any reason the prices of any investments which constitutes 5% or more assets of the Sub-Fund cannot be reasonably, promptly or accurately ascertained by the Administrator;

- (e) any period when remittance of monies which will, or may, be involved in the realisation of, or in the payment for, investments which constitutes 5% or more assets of the Sub-Fund cannot, in the opinion of the Management Company, be carried out at normal rates of exchange;
- (f) any period when the proceeds of the sale or repurchase of the Units which constitutes 5% or more assets of the Sub-Fund cannot be transmitted to or from the Sub-Fund's account;
- (g) any period when a notice to terminate the Sub-Fund has been served or when a meeting of Directors of the Management Company has been convened to consider a motion to wind up the Umbrella Fund or to terminate a Sub-Fund;
- (h) upon the occurrence of an event causing the Umbrella Fund to enter liquidation or a Sub-Fund to terminate; or
- (i) any period where the Management Company consider it to be in the best interests of the Investors of the Sub-Fund to do so for a limited period of time.

Any such suspension shall be notified immediately and in any event within the same Business Day to the relevant Market, the Securities & Commodities Authority and any other Markets which the Umbrella Fund is required to notify. Where possible, all reasonable steps will be taken to bring a period of suspension to an end as soon as possible.

FEES, COSTS AND EXPENSES

Annual Management Fee

The Sub-Fund shall pay to the Investment Manager out of the Sub-Funds' assets, on a pro-rata basis, an annual management fee of a percentage of each Sub-Fund's average daily net assets. The Investment Manager is responsible for discharging all operational expenses, including but not limited to, fees and expenses of the Custodian, Administrator, Distributor and Investment Adviser, the costs of maintaining the Sub-Funds and any registration of the Sub-Funds with any governmental or regulatory authority; preparation, printing, and posting of Prospectuses, sales literature and reports, regulatory fees of the Securities & Commodities Authority and other governmental or regulatory agencies (if applicable); marketing expenses; insurance premiums; fees and expenses for legal, audit and other services; paying for sublicensing fees related to each Sub-Fund's Index and any distribution fees or expenses but excluding interest, taxes including (but not limited to) VAT (if any) imposed in the United Arab Emirates and borne by the Sub-Fund, brokerage commissions and other expenses connected with execution of portfolio transactions, and extraordinary expenses.

The costs of establishing each Sub-Fund and of registering each Sub-Fund in other jurisdictions or with any Market shall also be borne by the Investment Manager.

The table below sets forth the annual maximum management fee that the Investment Manager may receive from each Sub-Fund.

Sub-Fund	Annual management fee (% of average daily Net Asset Value)
Chimera S&P UAE Shariah ETF	1%

In the event that a Sub-Fund's operational, establishment and/or registration expenses combined exceed the stated annual management fee, the Investment Manager shall discharge any excess out of its own assets. If it is proposed to increase the level of the management fee, this will be reflected in an updated version of the Prospectus and will be subject to approval by the majority of votes of Unit Holders passed at a general meeting of the relevant Sub-Fund and notified to the relevant parties, subject to the approval from Securities and Commodities Authority.

General Expenses

A Sub-Fund pays transaction costs, such as commissions, when it buys and sells securities.

All of the fees shall be calculated daily and shall accrue daily by reference to the Net Asset Value of a Sub-Fund on the last Dealing Day and shall be payable monthly or quarterly in arrears.

Portfolio Turnover

A higher portfolio turnover rate may indicate higher transaction costs. These costs, affect the Sub-Fund's performance.

MANAGEMENT AND ADMINISTRATION

Service Providers

The Management Company

Chimera Capital LLC a Limited Liability Company, incorporated under the UAE Laws under the commercial license no. CN-1137168, having its registered address at Office 410, 2nd Floor, Royal Group Headquarters Building, Khalifa Park, Abu Dhabi, United Arab Emirates and is duly licensed by Emirates Securities and Commodities Authority under the license no. 301056 and authorised to conduct regulated activities of Establishing and Managing Investment Funds. The Management Company has a paid-up capital of AED 5,000,000. The Management Company is managed by a Board of Directors namely as below:

- Mr. Syed Basar Shueb
- Mr. Majed Fuad Mohammed Odeh
- Mr. Ahmed Mohamed Al Dehaim

Other funds established by the Management Company:

None

Role of the Management Company to the Umbrella Fund and its Sub-Funds:

In accordance with the SCA Decision No. (9/RM) of 2016 Concerning the Regulations as to Mutual Funds and its future supplements, the services provided to the Umbrella Fund and its Sub-Funds are as follows:

The Management Company control the affairs of the Umbrella Fund and its Sub-Funds. The address of the Management Company is the registered office of the Umbrella Fund and its Sub-Funds. The Management Company is responsible for the overall investment policy of the Umbrella Fund and its Sub-Funds. The Management Company may delegate certain functions to the Administrator, the Custodian, the Investment Manager and any relevant parties while maintaining the overall responsibility of these activities in accordance with the regulations issued

by the Securities and Commodities Authority after obtaining the required approvals from the Securities and Commodities Authority on any such outsourcing agreements.

Fees receivable by the Management Company:

The Management Company will not receive any other form of fees from the Sub-Funds other than the Annual Management Fee collected by the Investment Manager, that will be obtained through the Management of Investment activities which is referenced in the Fees, Costs and Expenses section of the Prospectus.

A Director of the Management Company may be a party to any transaction or arrangement with the Sub-Fund or in which the Sub-Fund is interested provided that he has disclosed to the Board of Directors of the Management Company the nature and extent of any material interest which he may have. A Director of the Management Company may not vote in respect of any contract in which he has a material interest. However, a Director of the Management Company may vote in respect of any proposal concerning any other Sub-Fund in which he is interested, directly or indirectly, whether as an officer or Investor or otherwise, provided that he is not the holder of 5% or more of the issued Units of any class of such Sub-Fund. A Director of the Management Company may also vote in respect of any proposal concerning an offer of Units in which he is interested as a participant in an underwriting or sub-underwriting arrangement and may also vote in respect of the giving of any security, guarantee or indemnity in respect of money lent by the Director of the Management Company to the Umbrella Fund or in respect of the giving of any security, guarantee or indemnity to a third party in respect of a debt obligation of the Umbrella Fund for which the Director of the Management Company has assumed responsibility in whole or in part.

The Investment Manager

Chimera Capital L.L.C will assume the role of the Investment Manager. In accordance with the SCA Decision No. (9/RM) of 2016 Concerning the Regulations as to Mutual Funds and its future supplements, the services provided to the Fund are as follows:

Role of the Investment Manager to the Umbrella Fund and its Sub-Funds:

- Accountability to the Umbrella Fund for implementation of investment policy for its Sub-Funds as approved by the Management Company;
- Act as an agent for the Investors in accordance with the Prospectus.
- With respect to the assets of the Sub-Funds and taking into account the investment policy as set out in this Prospectus and shall have full authority to issue any decisions relating to the acquisition and disposition of investments, subscription and redemption and generally dealing with the Sub-Funds' assets;
- Reviewing the performance and disposition of the Sub-Funds' assets;
- To the extent possible and reasonable, under the applicable regulations, protect the Sub-Funds' assets and investments and the interests of the Investors in those assets and as Investors in the Sub-Fund;
- Conduct all activities and functions necessary or incidental in relation to the above functions and ensuring proper operations of the Sub-Fund on a regular basis.

The Investment Manager shall not be liable to the Umbrella Fund, Authorised Participants and Investors in the absence of the wilful default, fraud, bad faith, negligence or recklessness on the part of the Investment Manager.

Fees receivable by the Investment Manager:

The Investment Manager will not receive any other form of fees from the Sub-Funds other than the Annual Management Fee that will be obtained through the Management of Investment activities which is referenced in the Fees, Costs and Expenses section of the Prospectus.

The Custodian

HSBC Bank Middle East Limited, Dubai, will undertake the duties of the local custodian (Emirati) through its branch located in Emaar Square, Building 5, 4th floor, PO Box 502601 Dubai, United Arab Emirates, and the Management Company on behalf of the Umbrella Fund has appointed the Bank of New York Mellon, London Branch, to act as the Global Custodian to the Fund, in a manner that does not violate the applicable provisions stated in SCA Decision No. (9/RM) of 2016 Concerning the Regulations as to Mutual Funds and its future supplements. The Global Custodian is the London Branch of The Bank of New York Mellon, a banking corporation organised pursuant to the laws of the State of New York and operating through its branch at One Canada Square, London E14 5AL. The Global Custodian is authorised by the PRA and subject to regulation by the FCA and limited regulation by the PRA. Its FCA reference number is 122467 and it is registered in the UK, at Companies House with UK establishment number BR000818.

The duties of the custodian are as follows:

In accordance with the SCA Decision No. (9/RM) of 2016 Concerning the Regulations as to Mutual Funds and its future supplements, the services provided to the Fund are as follows:

The duty of the Custodian is to provide safekeeping, oversight and asset verification services in respect of the assets of the Umbrella Fund and each Sub-Fund in accordance with the provisions of the Regulations, the Custody Agreement and the terms of this Prospectus.

The Custodian will be obliged, inter alia, to ensure that the sale, issue, repurchase and cancellation of Units in the Sub-Fund is carried out in accordance with the terms of the Custody Agreement, this Prospectus, and the applicable Regulations. The Custodian will carry out the instructions of the Investment Manager, unless they conflict with the terms of the Custody Agreement, the Regulations or this Prospectus.

Pursuant to the Custody Agreement, the Custodian will be liable for loss of financial instruments held in custody or in the custody of any Sub-Custodian, unless it can prove that loss has arisen as a result of an external event beyond its control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary. The Custodian shall also be liable for all other losses suffered as a result of the Custodian's negligent or intentional failure to fulfil its obligations under the Regulations.

Under the Custody Agreement, the Custodian has power to delegate the whole or any part of its Custody functions, however, its liability will not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping. The Custodian has delegated its safekeeping duties in respect of financial instruments in custody to The Bank of New York Mellon SA/NV and/or The Bank of New York Mellon. The list of sub delegates appointed by The Bank

of New York Mellon SA/NV or The Bank of New York Mellon is set out in Schedule V hereto. The use of particular sub delegates will depend on the markets in which the Umbrella Fund invests.

Potential conflicts of interest affecting the Custodian and its delegates may arise from time to time, including, without limitation, where the Custodian or a delegate has an interest in the outcome of a service or an activity provided to the Umbrella Fund, or a transaction carried out on behalf of the Umbrella Fund, which is distinct from the Umbrella Fund's interest, or where the Custodian or a delegate has an interest in the outcome of a service or activity provided to another client or group of clients which is in conflict with the Umbrella Fund's interests. From time to time conflicts may also arise between the Custodian and its delegates or affiliates, such as where an appointed delegate is an affiliated group Umbrella Fund and is providing a product or service to the Umbrella Fund and has a financial or business interest in such product or service. The Custodian maintains a conflict of interest policy to address such conflicts.

Where a conflict or potential conflict of interest arises, the Custodian will have regard to its obligations to the Umbrella Fund, applicable law, and its conflicts of interest policy. Up-to-date information regarding the duties of the Custodian, any conflicts of interest that may arise and the Custodian's delegation arrangements will be made available to Investors by the Umbrella Fund on request.

The Custody Agreement between the Management Company, Umbrella Fund and the Custodian provides that the agreement may be terminated by either the Management Company on behalf of the Umbrella Fund or the Custodian on giving 90 days' prior written notice to the other parties or any or such other period as may be agreed between the parties in accordance with the requirements of the Securities & Commodities Authority. The Custody Agreement may be terminated forthwith by either the Management Company or the Custodian giving notice in writing to the other parties if at any time: (i) the party notified shall be unable to pay its debts as they fall due or go into liquidation or receivership or an examiner shall be appointed (except for a voluntary liquidation for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the notifying party) or be unable to pay its debts as they fall due; or (ii) the party notified shall commit any material breach of the provisions of the Custody Agreement and shall not have remedied that within 30 days after the service of notice requiring it to be remedied. The Custody Agreement may also be terminated by the Management Company if the Custodian is no longer permitted to act as a Custodian by the Securities & Commodities Authority.

The Global Custodian is a wholly-owned indirect subsidiary of The Bank of New York Mellon Corporation. BNY Mellon is a global financial services company focused on helping clients manage and service their financial assets, operating in 35 countries and serving more than 100 markets. BNY Mellon is a leading provider of financial services for institutions, corporations and high-net-worth individuals, providing superior asset management and wealth management, asset servicing, issuer services, clearing services and treasury services through a worldwide client-focused team. As at 31 March 2020, it had US\$35.2 trillion in assets under custody and administration and US\$1.8 trillion in assets under management.

The Custodian will not receive any form of fees from the Sub funds as the Management Company will bear all such expenses and costs as detailed in the Fees, Costs and Expenses section in the Prospectus.

The Administrator

The management company will assume the functions of the fund Administrator in a manner that does not violate the applicable provisions stated in SCA Decision No. (9/RM) of 2016 Concerning the Regulations as to Mutual Funds and its future supplements. The Administrator is responsible for calculating the net asset value and net asset value per unit of each sub-fund.

The management company, in line with the SCA's Administrative Decision No. (49/R.T) of 2016 concerning the Exchange Traded Fund, Article 6 will be responsible for:

1. Review the daily evaluation of the net value of the unit's assets at the end of the day and the indicative value of the unit during the day as per the principles, timings and rules contained in the Prospectus and subject to the rules set by the concerned market in this regard.
2. Announce the net value of the unit's assets on a daily basis and provide the SCA and the concerned market with any statements as required.
3. Regularly announce the Indicative Net Asset Value(I-NAV) of the ETF's assets set during the daily trading to the market, related parties and the Authorized Participants and the activity of announcing the I-NAV will be sub-delegated to the relevant exchanges in which the share class is listed.
4. Publish the components of the ETF's index on a regular basis as stated in the Prospectus.

The Administrator shall not be liable for any loss, damage or expense arising out of or in connection with the performance by it of its duties, obligations and responsibilities otherwise than by reason of its negligence, wilful default, recklessness, bad faith, or fraud in the performance of its duties.

The Administrator will not receive any form of fees from the Sub funds as the Management Company will bear all such expenses and costs as detailed in the Fees, Costs and Expenses section in the Prospectus.

Index Providers

S&P has compiled a relevant stock index for the Sub-Funds (shown in Schedule IV), which each sub-fund seeks to track. S&P is not affiliated with the Umbrella Fund or the Investment Manager. The Sub-Funds are entitled to use certain equity indices pursuant to sublicensing arrangements by and among the Umbrella Fund, S&P and the Management Company, which has the licensing agreement with S&P. S&P, or its agent, also serves as the index calculation agent for each Index. The index calculation agent will calculate and disseminate the values of such Index at least once every 15 seconds.

The Index Provider will not receive any form of fees from the Sub funds as the Management Company will bear all such expenses and costs as detailed in the Fees, Costs and Expenses section in the Prospectus.

Legal Advisers

The Management Company has appointed Herbert Smith Freehills LLP on behalf of the Umbrella fund as the Legal Counsel. Herbert Smith Freehills LLP is a limited liability partnership based in Dubai and its registered address at 4th Floor, Village Gate 7, Dubai International Financial Center, PO Box 506631, United Arab Emirates. The Herbert Smith LLP Company was founded in London in 1882 and it opened its first office in the Emirate of Dubai in 2007.

In accordance with the SCA Decision No. (9/RM) of 2016 Concerning the Regulations as to Mutual Funds and its future supplements, the services provided to the Fund are as follows:

Providing legal advice regarding the establishment of the Umbrella Fund and its Sub-Funds, licensing and registering it with SCA.

The Legal Advisers will not receive any form of fees from the Sub funds as the Management Company will bear all such expenses and costs as detailed in the Fees, Costs and Expenses section in the Prospectus.

Auditors

The Management Company on behalf of the Umbrella Fund have appointed Deloitte & Touche (M.E.) as the external Auditors of the Umbrella Fund and its Sub-Funds. Deloitte & Touche (M.E.) is a member firm of Deloitte Touche Tohmatsu Limited (DTTL) and is the first Arab professional services firm established in the Middle East region with uninterrupted presence since 1926.

The Auditor will be responsible for auditing the Half Yearly and Annual Financial Statements of the Umbrella Fund. The Auditor shall also be responsible for providing the Management Company an auditor's report which will include all the Umbrella fund's operations, activities and any material developments, as well as the risks related to its performance, internal control procedures of the Fund. A copy of the auditor's report shall be attached to the annual accounts for the financial year of the Umbrella Fund to which the report relates. The Auditor will also ensure that the required reports have been properly prepared in accordance with the International Financial Reporting Standards (IFRS).

All applicable terms and conditions in relation to the appointment and audit responsibilities and limitations of the Auditor are detailed in the formal engagement agreement between the Management Company on behalf of the Umbrella Fund and the Auditors.

The Auditors will not receive any form of fees from the Sub funds as the Management Company covers all such expenses and costs as detailed in the Fees, Costs and Expenses section in the Prospectus.

DETERMINATION OF THE NET ASSET VALUE / INDICATIVE NET ASSET VALUE

The Sub-Fund also intends to procure calculation of an indicative Net Asset Value per Unit on every Dealing Day on the same basis as that for the Net Asset Value, for information purposes only. As such, the Administrator shall determine the Net Asset Value per Unit of each Class, on each Dealing Day at the Valuation Point on the basis set forth below. The First Sub-Fund will appoint Dubai Financial Market and Abu Dhabi Securities Exchange as a specialist indicative Net Asset Value calculation agent whose role will be to calculate a real time price for the hours during which relevant Sub-Fund Units trade on a Regulated Market.

The indicative Net Asset Value calculation agent will, starting with the previous days NAV, use the portfolio composition file and live market prices to calculate the indicative Net Asset Value throughout the day. Any fees payable for the calculation of an indicative NAV will be paid from the annual management fee and not from the assets of the First Sub-Fund.

The Net Asset Value per Unit of the Sub-Fund shall be the value of the gross assets attributable to such Sub-Fund less all of the liabilities attributable to such Sub-Fund (including such

provisions as the Administrator considers appropriate in respect of the costs and expenses payable in relation to such Sub-Fund) divided by the number of Units of such Sub-Fund outstanding as of the Dealing Day.

The Net Asset Value of each Class shall be determined by calculating the amount of the Net Asset Value attributable to each Class of Units. The amount of the Net Asset Value of the Sub-Fund attributable to a Class shall be determined by establishing the proportion of the assets of the Class as at the most recent Net Asset Value calculation or the close of the Initial Offer Period in the case of an initial offer of a Class, adjusted to take account of any subscription orders (after deduction of any redemption orders) and by allocating relevant Class Expenses (as defined below) and fees to the Class and making appropriate adjustments to take account of distributions paid, if applicable, and apportioning the Net Asset Value accordingly. The Net Asset Value per Unit of a Class shall be calculated by dividing the Net Asset Value of the Class by the number of Units in issue in that Class. Class Expenses or fees or charges not attributable to a particular Class may be allocated amongst the Classes based on their respective Net Asset Value or any other reasonable basis determined by the Management Company in consultation with the Administrator having taken into account the nature of the fees and charges, provided that such reasonable basis is fair and equitable. Class Expenses and fees relating specifically to a Class will be charged to that Class. In the event that Classes are priced in a currency other than the Base Currency, currency conversion costs will be borne by that Class. Investors should also note that in respect of unhedged classes of Units any currency conversion will take place on subscriptions, redemptions, conversions and distributions at prevailing exchange rates.

“Class Expenses” means the expenses of registering a Class in any jurisdiction or with any Market, regulated market or settlement system, and all other expenses arising from such registration and such further expenses howsoever arising as may be disclosed in the Prospectus. The cost of converting currency and the costs and gains/losses of the hedging transactions are borne solely by the relevant Class.

The Net Asset Value per Unit shall be rounded upwards or downwards as appropriate to the nearest 3 decimal places.

In determining the value of the assets of the Sub-Fund, each investment listed, traded or dealt in on a Regulated Market for which market quotations are readily available shall be valued at the last traded price at the Valuation Point in the relevant Regulated Market on the relevant Dealing Day, provided that the value of the investment listed, traded or dealt in on a Regulated Market but acquired or traded at a premium or at a discount outside or off the relevant Market may be valued, taking into account the level of premium or discount as at the date of valuation of the investment and the Investment Manager must ensure that the adoption of such procedure is justifiable in the context of establishing the probable realisation value of the security. If the investment is normally listed, traded or dealt in on or under the rules of more than one Regulated Market, the relevant Regulated Market shall be that which constitutes the main market for the investment.

If prices for an investment listed, traded or dealt in on the relevant Regulated Market are not available at the relevant time or are unrepresentative, or in the event that any investments are not listed or traded on any Regulated Market, such investment shall be valued at such value as shall be certified with care and good faith as the probable realisation value of the investment by a competent professional person appointed by the Management Company which may be the Investment Manager.

Units in collective investment schemes / Investment Funds which are not valued in accordance with the provisions above shall be valued on the basis of the latest available Net Asset Value per Unit as published by the collective investment scheme / Investment Fund.

Cash deposits and similar investments shall be valued at their face value together with accrued interest unless in the opinion of the Management Company any adjustment should be made to reflect the fair value thereof.

The Management Company may adjust the Net Asset Value per Unit where such an adjustment is considered necessary to reflect the fair value in the context of currency, marketability, dealing costs and/or such other considerations which are deemed relevant.

In the event of it being impossible or incorrect to carry out a valuation of a specific investment in accordance with the valuation rules set out above or if such valuation is not representative of an asset's fair market value, a competent person appointed by the Management Company is entitled to use such other generally recognised valuation method in order to reach a proper valuation of that specific instrument and the method used shall be clearly documented.

TAXATION

The tax-related comments below are based on information related to the present practice and law in the UAE and other countries and are intended only to help prospective Investors.

Investors should consider that due to change of laws or practices, and the potential that forecasts may not be achieved in relation to the position and treatment of the Sub-Fund or Investors by tax authorities in the different legislative jurisdictions, tax burdens imposed on Investors may vary from these set out herein. In all cases, Investors should consult their professional advisers on potential tax burdens related to their subscription, purchase, ownership or sale of Units under the laws applicable in their respective jurisdictions of domicile, residence, and nationality.

Tax Considerations in the UAE

Under the existing UAE Law and up to the date hereof there are no taxes imposed on income or capital holding and dividends generated through the Fund.

The relevant authorities in the United Arab Emirates may impose VAT on certain services and goods, including services provided by the Investment Manager or Management Company to the sub-fund. The Annual Management Fee does not include such taxes. The Sub-Fund shall bear any VAT imposed in the United Arab Emirates on such services provided by the Investment Manager or the Management Company of the Sub-Fund in accordance with this Prospectus.

Currently there are no control restrictions applicable to currency or exchange rate under UAE laws and free transfer of currency from and to the UAE is permitted, subject to the international provisions applicable from time to time.

In case of any substantial amendment or variation in UAE laws in relation to the subject above, the Investment Manager shall notify the Authorised Participants of such amendment or

variation in the next report circulated amongst Authorised Participants and after such amendment or variation is realized by the investment Manager.

Investor Tax Obligations

Prospective Investors should consult their professional advisers regarding the tax implications for them of holding, possessing, and transferring title to Units under the tax regimes applicable to such Investors.

FATCA

The FATCA arrangements between the US and the UAE require in certain circumstances reporting to the UAE Authorities of U.S. person's direct and indirect ownership of non-U.S. accounts and non-U.S. entities. Failure to provide the requested information may lead to a 30% withholding tax applying to certain U.S. source income (including dividends and interest) and gross proceeds from the sale or other disposal of property that can produce U.S. source interest or dividends.

In order to comply with FATCA, the Umbrella Fund through the Investment Manager or as the Management Company may otherwise deem appropriate may require prospective Authorised Participant to provide documentary evidence of their tax residence and all other information deemed necessary to comply with the above-mentioned requirement.

Despite anything else herein contained and as far as permitted by UAE law, the Umbrella Fund through the Investment Manager or as the Management Company may otherwise deem appropriate shall have the right to:

- (a) withhold any taxes or similar charges that it is legally required to withhold, whether by law or otherwise, in respect of any Investor;
- (b) require any Investor of the Units to promptly furnish such personal data as may be required by the Management Company or Investment Manager in its discretion in order to comply with any law and/or to promptly determine the amount of withholding to be retained;
- (c) divulge any such personal information to any UAE tax or regulatory authority, as may be required by law or such authority; or
- (d) withhold the payment of any dividend or redemption proceeds to an Authorised Participant until the Management Company holds sufficient information to enable it to determine the correct amount to be withheld.

Common Reporting Standards

The Management Company may process, store, transfer and disclose, without the need for further consent or approval from the Authorised Participant, information about the Authorised Participant in its possession pursuant to requirements under the Organisation of Economic Co-operation and Development (OECD)'s Common Reporting Standards (CRS) or any other intergovernmental agreement between the UAE and any other country in relation to the implementation of CRS, any similar, existing or future regime intended to secure the exchange of information for purposes connected to taxation, or any similar legislation or regulations in force in any other jurisdiction from time to time or any intergovernmental or other agreements made and laws and/or regulations (local or otherwise) adopted pursuant to the implementation of the foregoing;

Although the Management Company will attempt to satisfy any obligations imposed on it to avoid the imposition of the 30% withholding tax, if the Fund becomes subject to a withholding tax as a result of FATCA, the value of Units held by all Investors may be materially affected.

GENERAL

Conflicts of Interest and Best Execution

The Management Company has policies designed to ensure that in all transactions a reasonable effort is made to avoid conflicts of interest and, when they cannot be avoided, that the Sub-Funds and their Investors are fairly treated.

The Management Company, the Investment Manager, the Custodian and the Administrator may from time to time – within the scope of the licenses issued to them and activities authorised to be exercised in accordance with the laws and regulations applicable to those licenses and activities – act as Management Company, investment manager, investment adviser, administrator, company secretary, dealer or distributor in relation to, or be otherwise involved in, other Sub-Funds and accounts established by parties other than the Umbrella Fund which have similar investment objectives to those of the Umbrella Fund and any Sub-Fund. Such other Sub-Funds and accounts may pay higher fees than a Sub-Fund or performance-based fees for such services.

The Investment Manager and its affiliates shall not be under any obligation to offer investment opportunities of which any of them becomes aware to the Sub-Fund or to account to the Sub-Funds in respect of any such transaction or any benefit received by any of them from any such transaction, but will allocate any such opportunities on an equitable basis between the Sub-Funds and other clients, taking into consideration the investment objectives, investment limitations, capital available for investment and diversification posture of the Sub-Fund and other clients. The Investment Manager may hold Units in any Sub-Fund. It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interests with the Sub-Fund and the clients. Management Company, the Investment Manager, the Custodian and the Administrator will, at all times, have regard in such event to its obligations to the Umbrella Fund and the Sub-Fund and will ensure that such conflicts are resolved fairly. In addition, any of the foregoing may deal, as principal or agent, with the Umbrella Fund in respect of the assets of a Sub-Fund, provided that such dealings are carried out as if effected on normal commercial terms negotiated on an arm's length basis and that such dealings are in best interests of Investors.

The Umbrella Fund may enter into a transaction with a Connected Person if at least one of the conditions in the following paragraphs (a), (b) or (c) is complied with: (a) the value of the transaction is certified by a person who has been approved by the Management Company as being independent and competent (b) the transaction is executed on best terms on an organised investment exchange in accordance with the rules of the relevant exchange; or (c) the transaction is executed on terms which the Management Company is, satisfied conform to the requirement that transactions with Connected Person shall be conducted at arm's length and shall be in the best interests of Investors. The Management Company, shall document how it complied with the requirements of (a), (b) or (c) above. Where transactions are conducted in accordance with (c) above, the Management Company, shall document its or their rationale for being satisfied that the transaction conformed to the requirement that transactions with Connected Persons shall be conducted at arm's length and shall be in the best interest of Investors.

The Investment Manager and its affiliates may invest, directly or indirectly, or manage or advise other investment Sub-Funds or accounts which invest in assets which may also be purchased or sold by any Sub-Fund. Neither the Investment Manager nor any of its affiliates

is under any obligation to offer investment opportunities of which any of them becomes aware to any Sub-Fund or to account to any Sub Fund in respect of or Unit with any Sub-Fund or inform the Management Company of any such transaction or any benefit received by any of them from any such transaction, but will allocate any such opportunities on an equitable basis between the Umbrella Fund and other clients.

The Investment Manager may be responsible for valuing certain securities held by any Sub-Funds. The Investment Manager is paid a fee which is a percentage of the Net Asset Value of each Sub-Fund. Consequently, a conflict of interest could arise between its interests and those of any Sub-Fund. In the event of such a conflict of interests, the Investment Manager shall have regard to its obligations to the Umbrella Fund and any Sub-Funds and will ensure that such a conflict is resolved fairly and in the best interests of the Investors.

The Management Company has adopted a policy designed to ensure that its service providers act in a Sub-Fund's best interests when executing decisions to deal and placing orders to deal on behalf of the Sub-Fund in the context of managing the Sub-Fund's portfolio. For these purposes, all reasonable steps must be taken to obtain the best possible result for the Sub-Fund, taking into account price, costs, speed, likelihood of execution and settlement, order size and nature, research services provided by the broker to the Investment Manager, or any other consideration relevant to the execution of the order. Information about the Management Company's execution policy and any material changes to the policy are available to Authorised Participants at no charge upon request.

The Investment Manager may direct transactions to brokers in return for research services (such as written research reports on companies, sectors, or economies or the subscription of on-line data bases that provide real time, historical pricing information and meetings with portfolio Umbrella Fund representatives). In such circumstances, the Investment Manager may enter into soft commission agreements or similar arrangements with such brokers. Under such arrangements, the Investment Manager must ensure that the broker or counterparty to the arrangement has agreed to provide best execution to the Sub-Funds. The benefit provided must assist the Investment Manager in its provision of investment services to the Sub-Funds.

Complaints

Information regarding the Umbrella Fund's complaint procedures is available to Authorised Participants free of charge upon request. Authorised Participants may file complaints about the Umbrella Fund free of charge at the registered office of the Umbrella Fund.

Units of the Sub-Fund

The Unit capital of the Sub-Funds shall at all times be equal to the Net Asset Value of the Umbrella Fund for the purpose of the Annual Financial Statements. The Management Company is empowered to issue any number of Units of no-par value in the Sub-Funds of the Umbrella Fund at the Net Asset Value per Unit on such terms as they may think fit subject to the required approval of Securities and Commodities Authority. There are no rights of pre-emption upon the issue of Units in the Sub-Funds of the Umbrella Fund. The Management Company reserves the right to redeem some or all of the Subscriber Units provided that the Net Asset Value of each Sub-Fund shall not be less than AED 1,000,000 (the minimum viable size of the sub-fund)

Each of the Units entitles the Investors to participate equally on a pro rata basis in the dividends and net assets of the Sub-Fund which issued the Unit, attributable to the relevant Class

in respect of which they are issued, save in the case of dividends declared prior to becoming an Investor. The Subscriber Units' entitlement is limited to the amount subscribed and accrued interest thereon.

The proceeds from the issue of Units shall be applied in the books of the Umbrella Fund to the relevant Sub-Fund and shall be used in the acquisition on behalf of the relevant Sub-Fund of assets in which the Sub-Fund may invest. The records and accounts of each Sub-Fund shall be maintained separately.

The Management Company reserve the right to redesignate any Class of Units from time to time subject to the required approval of Securities and Commodities Authority, provided that Investors in that Class shall first have been notified by the Management Company thirty calendar days in advance that the Units will be redesignated and shall have been given the opportunity to have their Units redeemed by the Management Company or Investment Manager, except that this requirement shall not apply where the Management Company redesignate Units in issue in order to facilitate the creation of an additional Class of Units post approval from Securities and Commodities Authority.

No Class of Units confers on the holder thereof any preferential or pre-emptive rights or any rights to participate in the profits and dividends of any other Class of Units or any voting rights in relation to matters relating solely to any other Class of Units.

The Management Company shall have the authority to issue fractional Units for a Sub-Fund. Fractional Units may be issued and shall not carry any voting rights. The Net Asset Value of any fractional Unit shall be the Net Asset Value per Unit adjusted in proportion to the fraction.

Minimum Viable Size

Each Sub-Fund must achieve a Net Asset Value of at least AED 1,000,000 (the "Minimum Viable Size") within 12 months of its launch.

In the event that a Sub-Fund does not reach the Minimum Viable Size within such period, the Investment Manager shall redeem any Units in issue in the relevant Sub-Fund and return any redemption proceeds to Investors.

The Umbrella Fund and Segregation of Liability

The Umbrella Fund is an Umbrella Fund with segregated liability between Sub-Funds and each Sub-Fund may comprise one or more Classes of Units in the Sub-Fund.

The Management Company may, from time to time, upon the prior approval of the Securities & Commodities Authority, establish further Sub-Funds and establish one or more separate Classes of Units within each Sub-Fund on such terms as the Management Company may resolve.

The assets and liabilities of each Sub-Fund will be allocated in the following manner in accordance with the IFRS:

- (a) the proceeds from the issue of Units representing a Sub-Fund shall be applied in the books of the Umbrella Fund to the Sub-Fund and the assets and liabilities and income and expenditure attributable thereto shall be applied to such Sub-Fund;
- (b) where any asset is derived from another asset, such derivative asset shall be applied in the books of the Umbrella Fund to the same Sub-Fund as the assets from which it was

derived and in each valuation of an asset, the increase or diminution in value shall be applied to the relevant Sub-Fund;

- (c) where the Umbrella Fund incurs a liability, which relates to any asset of a particular Sub-Fund or to any action taken in connection with an asset of a particular Sub-Fund, such a liability shall be allocated to the relevant Sub-Fund, as the case may be; and
- (d) where an asset or a liability of the Umbrella Fund cannot be considered as being attributable to a particular Sub-Fund, such asset or liability, shall be allocated to all the Sub-Funds *pro rata* to the Net Asset Value of each Sub-Fund.

Any liability incurred on behalf of or attributable to any Sub-Fund shall be discharged solely out of the assets of that Sub-Fund, and neither the Umbrella Fund nor Management Company, receiver, examiner, liquidator, provisional liquidator or other person shall apply, nor be obliged to apply, the assets of any such Sub-Fund in satisfaction of any liability incurred on behalf of, or attributable to, any other Sub-Fund.

There shall be implied in every contract, agreement, arrangement or transaction entered into by the Management Company the following terms, that:

- (i) The Umbrella Fund and its Sub-Funds shall acquire a legal personality and an independent financial edict upon the issuance of the Security and Commodities Authority's decision to license it, and shall have, within the period of the license, a legal personality as necessary.
- (ii) The Sub-Fund's assets shall guarantee the rights of the investors, may not be mortgaged or lent to third parties, held or disposed of in fulfilment of any receivables or debts related to the management company or any other entities.
- (iii) the party or parties contracting with the Management Company shall not seek, whether in any proceedings or by any other means whatsoever or wheresoever, to have recourse to any assets of any Sub-Fund in the discharge of all or any part of a liability which was not incurred on behalf of that Sub-Fund;
- (iv) if any party contracting with the Management Company shall succeed by any means whatsoever or wheresoever in having recourse to any assets of any Sub-Fund in the discharge of all or any part of a liability which was not incurred on behalf of that Sub-Fund, that party shall be liable to the Management Company to pay a sum equal to the value of the benefit thereby obtained by it; and
- (v) if any party contracting with the Management Company shall succeed in seizing or attaching by any means, or otherwise levying execution against, the assets of a Sub-Fund in respect of a liability which was not incurred on behalf of that Sub-Fund, that party shall hold those assets or the direct or indirect proceeds of the sale of such assets on trust for the relevant Sub-Fund and shall keep those assets or proceeds separate and identifiable as such trust property.

All sums recoverable by the Management Company on behalf of the Umbrella Fund shall be credited against any concurrent liability pursuant to the implied terms set out in (iii) to (v) above.

Any asset or sum recovered by the Management Company on behalf of the Umbrella Fund shall, after the deduction or payment of any costs of recovery, be applied so as to compensate the Sub-Fund.

In the event that assets attributable to a Sub-Fund are taken in execution of a liability not attributable to that Sub-Fund, and in so far as such assets or compensation in respect thereof cannot otherwise be restored to the Sub-Fund affected, the Management Company, shall certify or cause to be certified, the value of the assets lost to the Sub-Fund affected and transfer or pay from the assets of the Sub-Fund or Sub-Funds to which the liability was attributable, in priority to all other claims against such Sub-Fund or Sub-Funds, assets or sums sufficient to restore to the Sub-Fund affected, the value of the assets or sums lost to it.

Separate records shall be maintained in respect of each Sub-Fund.

Meetings and Votes of Investors

General meetings of Investors may be held in specific matters as listed below with respect to a Class of Units, Sub-Fund post seeking approval of Securities and Commodities Authority.

All general meetings of a Sub-Fund shall be held, with approval from the Securities and Commodities Authority, in the registered office of the Management Company or as determined by the Management Company. The General Meeting of the Investors shall be convened only under an invitation by the Management Company. Other than the General Meeting adjourned due to absence of quorum, invitation shall, subject to the consent of the Securities and Commodities Authority, be sent to convene the General Meeting to all the Investors by a notice to their registered address, at least 15 (fifteen) days prior to the scheduled date to hold the General Meeting. The notification of the invitation shall include the agenda.

The General Meetings of Investors would be held under the following circumstances only:

- (a) The Management Company and/or Investment Manager has decided to formally change the investment strategy of the Sub-Fund through a special resolution.
- (b) The Management Company and/or Investment Manager has decided to formally increase the annual management fee applicable to its respective Sub-Fund through a special resolution.
- (c) Any other circumstances where Management Company and/or Securities and Commodities Authority deems necessary.

Without violating the applicable Companies Law and any regulations or instructions issued by the Securities and Commodities Authority the quorum at any General Meetings of investors shall be present if Investors holding or representing by proxy at least 50% of the Units of the Sub-Fund are present at the meeting. If quorum is not present at the first meeting, the General Meeting of investors shall be adjourned to another meeting to be held after at least 5 (five) days, but not exceeding 15 (fifteen) days from the date of the first meeting. Quorum at the adjourned meeting shall be present irrespective of the number of the present Investors.

An ordinary resolution is a resolution passed by a simple majority of votes cast and a special resolution is a resolution passed by a majority of 75% or more of the votes cast. Any matters may be determined by a General Meeting of Investors on a show of hands unless a poll is requested by five Investors or by Investor holding 10% or more of the Units or unless the Chairman of the meeting, which will always be the Management Company or its representatives, requests a poll. On a show of hands, an Investor present at a meeting is entitled to one vote. Each Unit (including the Subscriber Units) gives the holder one vote in relation to any matters relating to the Umbrella Fund or the Sub-Fund which are submitted to Investors for a vote by poll.

Minutes of the General Meetings of Investors shall be issued. The minutes shall include the names of the Investors present in person or those represented, the number of the Units held by them, in person or by proxy, the votes held by them, the Decisions passed, the number of the votes for or against such Decisions and an adequate summary of the discussions at the meeting.

The minutes shall be signed by the Chairman of the meeting. The persons who sign the minutes of meetings shall be responsible for the authenticity of their contents.

The Management Company shall send a written notice of not less than 10 business days. A copy thereof shall be sent to the Securities and Commodities Authority and Markets where the Sub-Fund is listed in accordance with the disclosure requirements of the respective Market.

Resolutions adopted by General Meetings of Investors shall be binding on all Investors whether present or absent from the meeting at which the decisions were made and whether they have approved or opposed such resolutions after a period of at least 10 business days from the date of disclosure thereof made in the respective Market.

Termination

All of the Units in a Sub-Fund or a Class may be redeemed by the Management Company in the following circumstance:

If so determined by the Management Company, provided that not less than 21 days' written notice has been given to the holders of the Units of the Sub-Fund or the Class, as appropriate, that all of the Units of the Sub-Fund or the Class, as the case may be, shall be redeemed by the Management Company.

Where a redemption of Units would result in the number of Investors falling below two or such other minimum number or where a redemption of Units would result in the issued Unit capital of the Sub-Fund falling below such minimum amount as the Sub-Fund may be obliged to maintain pursuant to the Prospectus, the Management Company may defer the redemption of the minimum number of Units sufficient to ensure compliance with the Prospectus. The redemption of such Units will be deferred until the Umbrella Fund and/or Sub-Fund is wound up or until the Sub-Fund procures the issue of sufficient Units to ensure that the redemption can be affected for more than 10 business days.

On winding up or if all of the Units in any Sub-Fund are to be redeemed, the assets available for distribution (after satisfaction of creditors' claims) shall be distributed pro rata to the holders of the Units in proportion to the number of the Units held in that Sub-Fund.

Immediately after the decision to wind up the Umbrella Fund and/or its Sub-Funds is taken, the Securities and Commodities Authority and the relevant Markets shall be notified to suspend the trading on the Units of the relevant Sub-Fund until all the assets of the Sub-Fund have been liquidated and the third party's liabilities have been settled and the net liquidation value distributed to the Investors in the Sub-Fund as of the date of the winding up decision. The Management Company may assign to the authorized participants the tasks related to the winding up of the relevant Sub-Fund's assets and distributing the net liquidation value to the Investors on its behalf but under its responsibility and subject to the guarantee of equal net value per Unit post liquidation for all Investors.

Deferred Redemption

The Management Company may defer the redemption of the minimum number of Units sufficient to ensure compliance with applicable law. The redemption of such Units will be deferred until the Umbrella Fund and/or Sub-Fund is wound up or until the Umbrella Fund and/or Sub-Fund procures the issue of sufficient Units to ensure that the redemption can be effected. The Umbrella Fund shall be entitled to select the Units for deferred redemption in such manner as it may deem to be fair and reasonable and as shall be approved by the Securities & Commodities Authority.

Reports

The Management Company on behalf of the Umbrella Fund shall maintain the accounts of the Umbrella Fund and its Sub-Funds and prepare the necessary reports in accordance with the applicable IFRS Standards as follows:

- (A) Semi-Annual financial reports audited by the independent external Auditor, within a period not exceeding (30) days from half-yearly end date.
- (B) An audited Annual Financial Report by the independent external Auditor, within a period not exceeding three months from the date of the report from the end of the Umbrella Fund's fiscal year.
- (C) An annual periodic report, within a period not exceeding three months from the end of the financial year of the Umbrella Fund, including all activities of the fund and investments, any significant developments, risks related to its performance and procedures including its internal control.

Reports issued by the Umbrella Fund shall be published in Arabic and any other languages deemed necessary by the management company. Such reports shall be made available to the holders of units and markets (through e-mail or other electronic means of communication or by post) upon publication,

Annual accounts shall be made up to 31 December in each year and the next audited annual accounts shall be made up to 31 December 2021. Audited half-yearly accounts shall be made up to 30 June in each year and the next half-yearly accounts shall be made up to 30 June 2022.

Audited annual reports and audited half-yearly reports incorporating financial statements shall be sent (by electronic mail, any other means of electronic communication or by post) free of charge, on request, to Authorised Participants and any potential Investors and will be made available for inspection at the registered office of the Management Company.

Miscellaneous

- (i) The Umbrella Fund and/or Sub-Fund is not and has not been since its registration and licensing, engaged in any legal or arbitration proceedings and no legal or arbitration proceedings are known to the Management Company to be pending or threatened by or against the Umbrella Fund and/or Sub-Fund.
- (ii) At the date of this document, the Umbrella Fund has no loan capital (including term loans) outstanding or created but unissued and no outstanding mortgages, charges or other borrowings or indebtedness in the nature of borrowings, including bank overdrafts and liabilities under acceptances or acceptance credits, finance leases, hire purchase commitments, guarantees or contingent liabilities in respect of any of the Sub-Funds.

- (iii) Save as disclosed herein in the section entitled “Fees, Costs and Expenses” above, no commissions, discounts, brokerage, or other special terms have been granted by the Umbrella Fund in relation to Units issued by the Umbrella Fund.

Supply and Inspection of Documents

The following documents are available for inspection free of charge during normal business hours on any business day at the registered office of the Umbrella Fund:

1. the Securities & Commodities Authority licenses and permissions of the Umbrella Fund;

Copies of the licensing and registration documents of the Umbrella Fund and the latest financial reports of the Umbrella Fund, as appropriate, may be obtained, free of charge, upon request at the registered office of the Umbrella Fund.

SCHEDULE I

CLASSES OF UNITS

Sub-Fund	Share Class	Class of Units	Market	Class CCY	Initial Offer Price	Initial Offer Period Status	Minimum Initial Subscription	Minimum Redemption Requirement	Minimum Holding	Fractional Units	Dividend Policy
CHIMERA S&P UAE SHARIAH ETF	Class A	Accumulating	Abu Dhabi Securities Exchange	AED	AED 3.67	Open	250,000 Units	250,000 Units	N/A	No	Accumulating
	Class B	Income	Dubai Financial Market	AED	AED 3.67	Open	250,000 Units	250,000 Units	N/A	No	Distributing

SCHEDULE II

THE REGULATED MARKETS

With the exception of permitted investments in unlisted securities and off-exchange derivative instruments, investments will be restricted to the following stock exchanges and markets. The Regulated Markets shall comprise:

- (a) any stock exchange in the European Union and the European Economic Area (with the exception of Liechtenstein), any stock exchange in Australia, Canada, Japan, New Zealand, the U.S. or Switzerland which is a stock exchange within the meaning of the law of the country concerned relating to stock exchanges, the market conducted by “listed money market institutions” as described in the Financial Services Authority publications entitled “The Regulation of the wholesale cash and over the counter derivatives markets”: “The Grey Paper” as amended or revised from time to time, AIM – the Alternative Investment Market in the U.K. regulated and operated by the London Stock Exchange, the market organised by the International Securities Markets Association, NASDAQ in the U.S., the market in U.S. government securities which is conducted by primary dealers regulated by the Federal Reserve Bank of New York, the over-the-counter market in the U.S. conducted by primary and second dealers regulated by the Securities and Exchange Commission and by the National Association of Securities Dealers (and by banking institutions regulated by the US Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation), the French market for “Titres de Créance Négociable” (over- the-counter market in negotiable debt instruments); the market in Irish Government Bonds conducted by primary dealers recognised by the National Treasury Management Agency of Ireland, the over-the-counter market in Japan regulated by the Securities Dealers Association of Japan and the over- the-counter market in Canadian Government Bonds regulated by the Investment Dealers Association of Canada;
- (b) and the following stock exchanges and markets: Argentina: the Buenos Aires Stock Exchange (MVBA), Cordoba Stock Exchange, Mendoza Stock Exchange, Rosario Stock Exchange, La Plata Stock Exchange, Bahrain: the Bahrain Bourse, Bangladesh: the Chittagong Stock Exchange, the Dhaka Stock Exchange, Botswana: the Botswana Stock Exchange, Brazil: BM&F Bovespa Exchange, Chile: the Santiago Stock Exchange, the Valparaiso Stock Exchange, China: the Hong Kong Stock Exchange, the Shenzhen Stock Exchange (SZSE), the Shanghai Stock Exchange (SSE), Colombia: the Colombian Securities Exchange, the Medellin Stock Exchange, Croatia Zagreb Stock Exchange, Egypt: the Egyptian Exchange, Ghana: the Ghana Stock Exchange, India: BSE Limited, the Calcutta Stock Exchange, the National Stock Exchange of India, Indonesia: the Indonesian Stock Exchange, Jordan: the Amman Stock Exchange, Kazakhstan: the Kazakhstan Stock Exchange, Kenya: the Nairobi Securities Exchange, Kuwait: the Kuwait Stock Exchange, Lebanon: the Beirut Stock Exchange Malaysia: the Bursa Malaysia, Mauritius: the Stock Exchange of Mauritius, Mexico: the Bolsa Mexicana de Valores, Morocco: the Casablanca Stock Exchange, Namibia: the Namibian Stock Exchange, Nigeria: the Nigerian Stock Exchange, Oman: the Muscat Securities Market, Pakistan: the Karachi Stock Exchange, the Lahore Stock Exchange, Palestine: the Palestine Stock Exchange, Peru: the Lima Stock Exchange, The Philippines: the Philippine Stock Exchange, Romania: the Bucharest Stock Exchange, Russia: MICEX (solely in relation to equity securities that are traded on level 1), Saudi Arabia: the Saudi Stock Exchange (Tadawul), Serbia: the Belgrade Stock Exchange (BELEX), Singapore: the Singapore Exchange, South Africa: the Johannesburg Stock Exchange, South Korea: the Korea Exchange, the KOSDAQ, Sri Lanka: the Colombo Stock Exchange, Taiwan: the Taiwan Stock Exchange, the Taipei Exchange, Thailand: the Stock Exchange of Thailand, Turkey: the Borsa Istanbul, Uganda: the Uganda Securities Exchange, Ukraine: Ukrainian Exchange, United Arab Emirates: Dubai Financial Market, Abu Dhabi Securities Exchange,

Nasdaq Dubai, Uruguay: Montevideo Stock Exchange, Venezuela: the Caracas Stock Exchange, Zambia: the Lusaka Stock Exchange, Zimbabwe: the Zimbabwe Stock Exchange.

- (c) The investments of any Sub-Fund may comprise in whole or in part financial derivative instruments dealt in on the market organised by the International Capital Markets Association; the over-the-counter market in the U.S. conducted by primary and secondary dealers regulated by the Securities and Exchange Commission and by the Financial Industry Regulatory Authority (FINRA) and by banking institutions regulated by the U.S. Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation; the market conducted by listed money market institutions as described in the Financial Services Authority publication entitled “The Regulation of the Wholesale Cash and OTC Derivatives Markets”: “The Grey Paper” (as amended or revised from time to time); the over-the-counter market in Japan regulated by the Securities Dealers Association of Japan; AIM - the Alternative Investment Market in the U.K., regulated by the London Stock Exchange; the French Market for Titres de Créance Négociable (over-the-counter market in negotiable debt instruments); the over-the-counter market in Canadian government bonds regulated by the Investment Dealers Association of Canada; the American Stock Exchange, Australian Stock Exchange, Bolsa Mexicana de Valores, Chicago Board of Trade, Chicago Board Options Exchange, Chicago Mercantile Exchange, Copenhagen Stock Exchange (including FUTOP), Eurex Deutschland, Euronext Amsterdam, OMX Exchange Helsinki, Hong Kong Stock Exchange, Kansas City Board of Trade, Financial Futures and Options Exchange, Euronext Paris, MEFF Rent Fiji, MEFF Renta Variable, Montreal Stock Exchange, New York Futures Exchange, New York Mercantile Exchange, New York Stock Exchange, New Zealand Futures and Options Exchange, EDX London, OM Stockholm AB, Osaka Securities Exchange, Pacific Stock Exchange, Philadelphia Board of Trade, Philadelphia Stock Exchange, Singapore Stock Exchange, South Africa Futures Exchange (SAFEX), Sydney Futures Exchange, The National Association of Securities Dealers Automated Quotations System (NASDAQ); Tokyo Stock Exchange; Toronto Stock Exchange. The Umbrella Fund may invest in over-the-counter financial derivative instruments and foreign exchange contracts which are listed or traded on derivative markets in the European Economic Area.

These markets and exchanges are listed in accordance with the regulatory criteria as defined in the Securities & Commodities Authority Regulations. The Securities & Commodities Authority does not issue a list of approved markets and exchanges.

SCHEDULE III

INVESTMENT RESTRICTIONS

1.	Permitted Investments
	Investments of a Sub-Fund are confined to:
1.1	Transferable securities and money market instruments which are either admitted to official listing on a stock exchange in a country or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a country.
1.2	Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.
1.3	Money market instruments other than those dealt on a Regulated Market.
1.4	Units of collective investments scheme.
1.5	Units of alternative investment Sub-Funds.
1.6	Deposits with credit institutions.
1.7	Financial derivative instruments (“FDI”).
2.	Investment Restrictions
2.1	A Sub-Fund may invest no more than 10% of Net Asset Value in transferable securities and money market instruments other than those referred to in paragraph 1.
2.2	The securities are not illiquid securities i.e. they may be realised by the collective investments scheme within 7 days at the price, or approximately at the price, which they are valued by the collective investments scheme.
2.3	A Sub-Fund may invest up to 100% of Net Asset Value in different transferable securities and money market instruments issued or guaranteed by a country, its local authorities, or a public international body. The Sub-Fund must hold securities from at least six different issues, with securities from any one issue not exceeding 30% of net assets.
3.	Investment in Collective Investment Schemes (“CIS”)
3.1	Investment in alternative investment Sub-Funds may not, in aggregate, exceed 30% of Net Asset Value.
3.2	The CIS are prohibited from investing more than 10% of Net Asset Value in another open-ended CIS.
3.3	Where by virtue of investment in the Units of another investment fund, the Sub-Fund, an investment manager or an investment adviser receives a commission on behalf of the Sub-Fund (including a rebated commission), the Manager shall ensure that the relevant commission is paid into the property of the Sub-Fund.
4.	Index Tracking Sub-Funds
4.1	A Sub-Fund may invest up to 20% of Net Asset Value in Units and/or debt securities issued by the same body where the investment policy of the Sub-Fund is to replicate an

	index which satisfies the criteria set out in the Rules and is recognised by the Securities & Commodities Authority.
4.2	The limit in 4.1 may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.
5.	General Provisions
5.1	<p>A Sub-Fund may acquire no more than:</p> <ul style="list-style-type: none"> (i) 10% of the non-voting Units of any single issuing body; (ii) 10% of the debt securities of any single issuing body; (iii) 25% of the Units of any single CIS; (iv) 10% of the money market instruments of any single issuing body. <p>NOTE: The limits laid down in (i), (iii) and (iv) above may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the money market instruments, or the net amount of the securities in issue cannot be calculated.</p>
5.2	<p>Error! Reference source not found. shall not be applicable to:</p> <ul style="list-style-type: none"> (i) transferable securities and money market instruments issued or guaranteed by a Country or its local authorities; (ii) transferable securities and money market instruments issued by public international bodies;
5.3	A Sub-Fund need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments which form part of their assets.
5.4	If the limits laid down herein are exceeded for reasons beyond the control of a Sub-Fund, or as a result of the exercise of subscription rights, the Sub-Fund must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its unitholders.
5.5	A Sub-Fund may hold ancillary liquid assets.

SCHEDULE IV

INDICES

Name of the Index: S&P UAE Domestic Shariah Liquid 35/20 Capped Index.

Sub Funds tracking the Index: (The First Sub-Fund)

- Chimera S&P UAE Shariah ETF – Share Class A – Accumulating will follow the Net Total Return version of the Index.
- Chimera S&P UAE Shariah ETF – Share Class B - Income will follow the Price Return version of the Index.

Index Objective. The index measures the performance of the underlying index, excluding those constituents with low liquidity and employing an alternative weighting scheme as defined below.

Underlying Index. S&P UAE Domestic Shariah. For information on the underlying index, please refer to the S&P Shariah Indices Methodology available at www.spdji.com.

Index Eligibility. Constituents of the underlying index that meet the following criteria are eligible for index inclusion:

- Have no more than ten non-trading days over the previous quarter; and
- Have an average daily value traded (ADVT) of at least US\$ 200,000 for the three-months prior to the rebalancing reference date.
- Stocks must be locally listed on the Abu Dhabi Securities Exchange, Dubai Financial Market, or Dubai International Financial Exchange to be eligible for index inclusion.

Index Construction. The index is comprised of the constituents of the underlying index that meet the Index Eligibility criteria.

Index Additions. Additions to the underlying index are added to the index simultaneously.

Index Deletions. Constituents removed from the underlying index are removed from the index simultaneously.

Constituent Weightings. The index is weighted by float-adjusted market capitalization, subject to a 35/20 weight capping scheme. The weighting scheme also employs buffers of 2% and 1%, respectively, to reduce the likelihood of a stock breaching the weight caps. At each rebalancing:

- If the largest stock's weight exceeds 35%, it will be capped at 33%.
- If the weight of any other stock is greater than 20%, it will be capped at 19%.

Index Maintenance. All index adjustments and corporate action treatments follow the underlying index.

Rebalancing. The index is rebalanced quarterly, effective prior to the open of the Monday following the third Friday of March, June, September, and December. The rebalancing reference date is the close of the last business day of the previous month. The reference date for prices used for the weighting process is the close of the Wednesday prior to the second Friday of the rebalancing month.

Currency of Calculation. The index is calculated in U.S. dollars and Emirati dirhams.

Exchange Rate: Reuters FOREX spot rates, RIC ticker “AED=”, are taken daily at 10:00 AM London Time and used in the calculation of the index.

Index Constituents

Company*	Market	Index Weight*
Emirates Telecommunications Group	ADX	33.80%
Dubai Islamic Bank	DFM	19.01%
Emaar Properties	DFM	18.30%
Abu Dhabi Islamic Bank	ADX	9.80%
Aramex Company	DFM	6.71%
Dana Gas PJSC	ADX	5.33%
Emaar Malls Group	DFM	3.97%
Deyaar Development Company	DFM	1.58%
Eshraq Properties PJSC	ADX	0.78%
Islamic Arab Insurance Company	DFM	0.72%

* Constituents and weights as of 22nd June 2020. For the most recent list refer to www.chimerainvestment.com

Index Weighting

The index applies a capping screen of 35 / 20. This is to allow the Sub-Fund, whose policy is to replicate the index, to invest up to 20% of its net assets in individual securities with the 20% limit being raised up to 35% in the case of a single issuer where justified by exceptional market conditions. The index provider, Standard and Poor's, has set triggers in place of at 33% / 19% respectively to reset levels to ensure compliance at all times. The index methodology setting out the weighted and capping methodology can be found in the following link, under S&P: <https://www.spglobal.com/spdji/en/indices/equity/sp-uae-domestic-shariah-liquid-35-20-capped-index/#overview>

Methodology

The S&P index upon which the Index is based will be maintained in accordance with S&P's present methodology and any changes, adjustments, enhancements or other modifications to the S&P Index shall be at S&P's full discretion. The UAE companies are chosen in accordance with the S&P Dow Jones country classification methodology which can be found at: <https://www.spglobal.com/spdji/en/indices/equity/sp-uae-domestic-shariah-liquid-35-20-capped-index/#overview>

Index Calculations

The indices are all calculated end-of-day, using the divisor methodology used in all S&P Dow Jones Indices' equity indices, and are calculated six days a week, Sunday through Friday.

The Sub-Fund is subject to tracking error risk, which is the risk that its returns may not track exactly those of the Index.

SCHEDULE V

THE LIST OF SUB DELEGATES APPOINTED BY THE BANK OF NEW YORK MELLON SA/NV OR THE BANK OF NEW YORK MELLON IS AS FOLLOWS:

Argentina	Citibank N.A., Argentina * * On March 27, 2015, the Comisión Nacional de Valores (CNV: National Securities Commission) has appointed the central securities depository Caja de Valores S.A. to replace the branch of Citibank N.A. Argentina for those activities performed within the capital markets and in its role as custodian.	Bartolome Mitre 502/30 (C1036AAJ) Buenos Aires, Argentina
Australia	National Australia Bank Limited	12th Floor, 500 Bourke Street, Melbourne Victoria 3000, Australia
Australia	Citigroup Pty Limited	Level 16, 120 Collins Street, Level 16, 120 Collins Street, Australia
Austria	Citibank N.A. Milan	Via Mercanti, 12 20121 Milan Italy
Bahrain	HSBC Bank Middle East Limited	2nd Floor, Building No 2505, Road No 2832, Al Seef 428, Bahrain
Bangladesh	The Hongkong and Shanghai Banking Corporation Limited	Management Office, Shanta Western Tower, Level 4, 186 Bir Uttam Mir Shawkat Ali Shorok, (Tejgaon Gulshan Link Road) Tejgaon Industrial Area, Dhaka 1208, Bangladesh
Belgium	Citibank International Limited	Citigroup Centre Canada Square, Canary Wharf London E14 5LB United Kingdom
Bermuda	HSBC Bank Bermuda Limited	Custody and Clearing Department 6 Front Street Hamilton Bermuda HM11
Botswana	Stanbic Bank Botswana Limited	Plot 50672, Fairground Office Park Gaborone, Botswana
Brazil	Citibank N.A., Brazil	Citibank N.A. Avenida Paulista, 1111 – 12th floor Cerqueira Cesar – Sao Paulo, Brazil CEP: 01311-920

Brazil	Itau Unibanco S.A.	Praça Alfredo Egydio de Souza Aranha, 100, São Paulo, S.P. - Brazil 04344-902
Bulgaria	Citibank Europe plc, Bulgaria Branch	48 Sitnyakovo Blvd Serdika Offices, 10th floor Sofia 1505, Bulgaria
Canada	CIBC Mellon Trust Umbrella Fund (CIBC Mellon)	320 Bay Street Toronto, Ontario, M5H 4A6 Canada
Cayman Islands	The Bank of New York Mellon	1 Wall Street New York, NY 10286 United States
Chile	Banco de Chile	Estado 260 2nd Floor Santiago, Chile Postal code 8320204
Chile	Bancau Itau S.A. Chile	Avenida Apoquindo 3457, Las Condes, 7550197, Santiago, Chile
China	HSBC Bank (China) Umbrella Fund Limited	33 Floor, HSBC Building, Shanghai ifc 8 Century Avenue, Pudong Shanghai, China (200120)
Colombia	Cititrust Colombia S.A. Sociedad Fiduciaria	Carrera 9A No 99-02 Piso 3 Bogota D.C., Colombia
Costa Rica	Banco Nacional de Costa Rica	1st and 3rd Avenue, 4th Street San José, Costa Rica
Croatia	Privredna banka Zagreb d.d.	Radnicka cesta 50 10 000 Zagreb Croatia
Cyprus	BNP Paribas Securities Services S.C.A., Athens	94 V. Sofias Avenue & 1 Kerasountos 115 28 Athens Greece
Czech Republic	Citibank Europe plc, organizačni slozka	Bucharova 2641/14 158 02 Prague 5, Czech Republic
Denmark	Skandinaviska Enskilda Banken AB (Publ)	Kungsträdgårdsgatan 8 106 40 Stockholm - Sweden
Egypt	HSBC Bank Egypt S.A.E.	306 Corniche El Nil, Maadi, Cairo, Egypt
Estonia	SEB Pank AS	Tornimäe Str. 2 15010 Tallinn Estonia
Finland	Finland Skandinaviska Enskilda Banken AB (Publ)	Kungsträdgårdsgatan 8 106 40 Stockholm - Sweden
France	BNP Paribas Securities Services S.C.A.	Office Address: Les Grands Moulins de Pantin – 9 rue du

		Débarcadère 93500 Pantin, France Legal address: 3 rue d'Antin, 75002 Paris, France
France	Citibank International Limited (cash deposited with Citibank NA)	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB United Kingdom
Germany	The Bank of New York Mellon SA/NV, Asset Servicing, Niederlassung Frankfurt am Main	Friedrich-Ebert-Anlage, 49 60327 Frankfurt am Main Germany
Ghana	Stanbic Bank Ghana Limited	Stanbic Heights, Plot No. 215 South Liberation RD, Airport City, Cantonments, Accra, Ghana
Greece	BNP Paribas Securities Services S.C.A., Athens	94 V. Sofias Avenue & 1 Kerasountos 115 28 Athens Greece
Hong Kong	The Hongkong and Shanghai Banking Corporation Limited	1, Queen's Road, Central Hong Kong
Hong Kong	Deutsche Bank AG	52/F International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong
Hungary	Citibank Europe plc. Hungarian Branch Office	Szabadság tér 7 1051 Budapest Hungary
Iceland	Landsbankinn hf.	Austurstraeti 11 155 Reykjavik Iceland
India	Deutsche Bank AG	4th Floor, Block I, Nirlon Knowledge Park, W.E. Highway Mumbai - 400 063, India
India	HSBC Ltd	11F, Building 3, NESCO - IT Park, NESCO Complex, Western Express Highway, Goregaon (East), Mumbai 400063, India
Indonesia	Deutsche Bank AG	7th Floor, Deutsche Bank Building Jl. Imam Bonjol No.80, Jakarta – 10310, Indonesia
Ireland	The Bank of New York Mellon	One Dockland Central, Guild Street, IFSC, Dublin 1

Italy	Citibank N.A. Milan	Via Mercanti 12 20121 Milan Italy
Italy	Intesa Sanpaolo S.p.A.	Piazza San Carlo, 156, 10121 Torino, Italy.
Japan	Mizuho Bank, Ltd.	4-16-13, Tsukishima, Chuo-ku, Tokyo 104- 0052 Japan
Japan	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	1-3-2, Nihombashi Hongoku-cho, Chuo- ku, Tokyo 103-0021, Japan
Jordan	Standard Chartered Bank	1 Basinghall Avenue London, EC2V5DD, England
Kazakhstan	Joint-Stock Umbrella Fund Citibank Kazakhstan	Park Palace Building A, 41 Kazybek Bi Street, Almaty, Kazakhstan
Kenya	CfC Stanbic Bank Limited	First Floor, CfC Stanbic Centre P.O. Box 72833 00200 Chiromo Road, Westlands, Nairobi, Kenya
Kuwait	HSBC Bank Middle East Limited, Kuwait	Hamad Al-Saqr St., Qibla Area, Kharafi Tower, G/1/2 P.O. Box 1683, Safat 13017, Kuwait
Latvia	AS SEB banka	Meistaru iela 1 Valdlauci Kekavas pagasts, Kekavas novads LV-1076 Latvia
Lebanon	HSBC Bank Middle East Limited – Beirut Branch	Lebanon Head Office Minet EL-Hosn, P.O. Box: 11-1380 Beirut, Lebanon
Lithuania	AB SEB bankas	12 Gedimino Av. LT-01103 Vilnius Lithuania
Luxembourg	Euroclear Bank	1 Boulevard du Roi Albert II B-1210 Brussels - Belgium
Malaysia	Deutsche Bank (Malaysia) Berhad	Level 20, Menara IMC No 8 Jalan Sultan Ismail 50250 Kuala Lumpur, Malaysia
Malaysia	HSBC Bank Malaysia Berhad	HSBC Bank Malaysia Berhad, 12th Floor, South Tower,

		2 Leboh Ampang, 50100 Kuala Lumpur, Malaysia
Malta	The Bank of New York Mellon SA/NV, Asset Servicing, Niederlassung Frankfurt am Main	Friedrich-Ebert-Anlage, 49 60327 Frankfurt am Main Germany
Mauritius	The Hongkong and Shanghai Banking Corporation Limited	5th Floor, HSBC Centre, 18 Cybercity, Ebene, Mauritius
Mexico	Banco Nacional de México S.A.	Isabel la Catolica No. 44 Colonia Centro Mexico, D.F. C.P. 06000
Morocco	Citibank Maghreb	Zenith Millenium, Immeuble 1 Sidi Maarouf, B.P. 40 20190 Casablanca Morocco
Namibia	Standard Bank Namibia Limited	N2nd Floor, Standard Bank Centre, Town Square Corner of Post Street Mall and Werner List Street Windhoek, Namibia
Netherlands	The Bank of New York Mellon SA/NV	Rue Montoyer, 46 1000 Brussels Belgium
New Zealand	National Australia Bank Limited	12th Floor, 500 Bourke Street, Melbourne Victoria 3000, Australia
Nigeria	Stanbic IBTC Bank Plc	Walter Carrington Crescent, Victoria Island, Lagos, Nigeria
Norway	Skandinaviska Enskilda Banken AB (Publ)	Kungsträdgårdsgatan 8 106 40 Stockholm - Sweden
Oman	HSBC Bank Oman S.A.O.G.	2nd Floor, Head Office Building, P.O. Box 1727, Al Khuwair, Postal Code 111, Sultanate of Oman
Pakistan	Deutsche Bank AG	242-243, Avari Plaza, Fatima Jinnah Road Karachi – 75330, Pakistan
Peru	Citibank del Peru S.A.	Avenida Canaval y Moreyra, 480, 3rd floor Lima 27, Peru
Philippines	Deutsche Bank AG	23rd Floor, Tower One & Exchange Plaza, Ayala Triangle, Ayala Avenue, 1226 Makati City Philippines
Poland	Bank Polska Kasa Opieki S.A.	53/57 Grzybowska Street 00-950 Warszawa

Portugal	Citibank International Limited, Sucursal em Portugal	Rua Barata Salgueiro, 30 1269-056 Lisbon Portugal
Romania	Citibank Europe pic, Romania Branch	145, Calea Victoriei 010072 Bucharest Romania
Russia	Deutsche Bank Ltd	82 Sadovnicheskaya Street, Building 2 115035 Moscow, Russia
Russia	AO Citibank	8-10, building 1 Gasheka Street, Moscow 125047, Russia
Saudi Arabia	HSBC Saudi Arabia Limited	HSBC Building, 7267 Olaya Road, Al- Murooj Riyadh 12283-22555, Kingdom of Saudi Arabia
Serbia	UniCredit Bank Serbia JSC	Rajiceva Street 27-29, 11000 Belgrade, Serbia
Singapore	DBS Bank Ltd	12 Marina Boulevard Marina Bay Financial Centre Tower 3 Singapore 018982
Singapore	United Overseas Bank Ltd	80 Raffles Place, UOB Plaza, Singapore 048624
Slovak Republic	Citibank Europe pic, pobočka zahranicnej banky	Mlynske Nivy 43 825 01 Bratislava, Slovak Republic
Slovenia	UniCredit Banka Slovenia d.d.	Smartinska 140, 1000 - Ljubljana, Slovenia
South Africa	The Standard Bank of South Africa Limited	9th Floor 5 Simmonds Street Johannesburg 2001, South Africa
South Korea	The Hongkong and Shanghai Banking Corporation Limited	5th Floor, HSBC Building, 37, Chilpae-ro, Jung-Gu, Seoul, Korea, 100-161
South Korea	Deutsche Bank AG	18th Floor, Young-Poong Building 41 Cheonggyecheon-ro, Jongro-ku, Seoul 03188, South Korea
Spain	Banco Bilbao Vizcaya Argentaria, S.A.	Plaza San Nicolas, 4 48005 Bilbao Spain
Spain	Santander Securities Services S.A. U.	Ciudad Grupo Santander. Avenida de Cantabria s/n, Boadilla del Monte 28660 - Madrid, Spain
Sri Lanka	The Hongkong and Shanghai Banking Corporation Limited	24 Sir Baron Jayathilake Mawatha Colombo 01, Sri Lanka

Swaziland	Standard Bank Swaziland Limited	Standard House, Swazi Plaza Mbabane, Swaziland
Sweden	Skandinaviska Enskilda Banken AB (Publ)	Kungstradgardsgatan 8 106 40 Stockholm - Sweden
Switzerland	Credit Suisse AG	Paradeplatz 8 8070 Zurich Switzerland
Switzerland	UBS Switzerland AG	Bahnhofstrasse 45, 8001 Zurich, Switzerland
Taiwan	HSBC Bank (Taiwan) Limited	16th floor, Building G, No. 3-1 Park Street Taipei 115, Taiwan
Taiwan	Standard Chartered Bank (Taiwan) Ltd.	No 168, Tun Hwa North Road, Taipei 105, Taiwan
Thailand	The Hongkong and Shanghai Banking Corporation Limited	Level 5, HSBC Building, 968 Rama IV Road, Bangrak Bangkok 10500, Thailand
Tunisia	Banque Internationale Arabe de Tunisie	70-72, Avenue Habib Bourguiba 1080 Tunis Tunisia
Turkey	Deutsche Bank A.S.	Esentepe Mahallesi Buyukdere Caddesi Tekfen Tower No:209 K:17 Sisli TR-34394- Istanbul, Turkey
Uganda	Stanbic Bank Uganda Limited	Plot 17 Hannington Road Short Tower- Crested Towers P.O. Box 7131, Kampala, Uganda
Ukraine	Public Joint Stock Umbrella Fund "Citibank"	16G Dilova Street 03150 Kiev Ukraine
U.A.E.	HSBC Bank Middle East Limited, Dubai	Emaar Square, Building 5, Level 4 PO Box 502601 Dubai, United Arab Emirates
U.K.	Depository and Clearing Centre (DCC) Deutsche Bank AG, London Branch	Winchester House 1 Great Winchester Street London EC2N 2DB United Kingdom
U.K.	The Bank of New York Mellon	One Canada Square London E14 5AL United Kingdom
U.S.A.	The Bank of New York Mellon	225 Liberty Street, New York, NY 10286, United States

Uruguay	Banco Itau Uruguay S.A.	Dr. Luis Bonavita 1266 Toree IV, Piso 10 CP 11300 Montevideo, Uruguay
Venezuela	Citibank N.A., Sucursal Venezuela	Av. Casanova, Centro Comercial El Recreo Torre Norte, Piso 19 Sabana Grande, Caracas 1050 D.C. Venezuela
Vietnam	HSBC Bank (Vietnam) Ltd	The Metropolitan, 235 Dong Khoi Street District 1, Ho Chi Minh City, Vietnam
Zambia	Stanbic Bank Zambia Limited	Stanbic House, Plot 2375, Addis Ababa Drive P.O Box 31955 Lusaka, Zambia
Zimbabwe	Stanbic Bank Zimbabwe Limited	59 Samora Machel Avenue, Harare, Zimbabwe

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