

***IMPORTANT: This letter is important and requires your attention. If you have any questions about the content of this letter, you should seek independent professional advice. Schroder Investment Management (Hong Kong) Limited being the manager of the following fund accepts full responsibility for the accuracy of the information contained in this letter and confirms, having made all reasonable enquiries, that to the best of our knowledge and belief there are no other facts the omission of which would make any statement misleading.***

*Unless otherwise stated herein, capitalised terms in this notice shall have the same meaning(s) as defined in the explanatory memorandum of the Funds dated November 2018, as amended ("Explanatory Memorandum").*

12 November 2019

Dear Unitholder

**Schroder Hong Kong Money Market Fund and Schroder U.S. Dollar Money Fund** (each a "Fund" and together the "Funds")

We are writing to inform you of certain changes to the Funds.

**A. Amendment to the Trust Deed in relation to Retirement of Alternate Trustee**

The trust deed of each Fund ("**Trust Deed**") in relation to the retirement of the Alternate Trustee will be amended. In particular, Clause 30 of the Trust Deed will be amended such that the Alternate Trustee of each Fund may retire voluntarily at any time. Such amendments will take effect on 13 December 2019 (the "**Effective Date**").

The Trustee confirms that, in its opinion, the above amendments to the Trust Deed of each Fund do not materially prejudice the interests of unitholders and do not to any material extent operate to release the Trustee, the Manager or any other person from any liability or responsibility to unitholders and do not increase the costs or charges payable from each Fund.

## **B. Retirement and Removal of Alternate Trustee**

The existing alternate trustee of the Funds is HSBC Bank Bermuda Limited ("**Retiring Alternate Trustee**"), which is a subsidiary of HSBC Holdings plc ("**HSBC Group**"). As part of HSBC Group's re-alignment of corporate strategy, the Retiring Alternate Trustee wishes to retire as alternate trustee of each Fund from the Effective Date.

Upon the amendment of Clause 30 of the Trust Deed (as described in Section (A) above), the Manager and the Trustee agree that the Retiring Alternate Trustee may retire with effect on and from the Effective Date pursuant to the amended Clause 30 of the Trust Deed.

Accordingly, with effect on and from the Effective Date, the Retiring Alternate Trustee will be released and discharged from all the duties, obligations, liabilities and responsibilities as alternate trustee of the Funds pursuant to the Trust Deed but without prejudice to the rights of the Trustee, the Manager or unitholders or other person in respect of any act or omission of the Retiring Alternate Trustee under the Trust Deed prior to the Effective Date.

The Trustee believes that the role of Alternate Trustee is no longer necessary. Therefore, a new Alternate Trustee will not be appointed upon the retirement of the Retiring Alternate Trustee and the role of Alternate Trustee will be removed for each Fund on and from the Effective Date. The Trust Deed of each Fund will be amended to reflect the removal of the Alternate Trustee accordingly.

The Trustee confirms that, in its opinion, the above amendments to the Trust Deed of each Fund do not materially prejudice the interests of unitholders, and do not to any material extent operate to release the Trustee, the Manager or any other person from any liability or responsibility to unitholders and do not increase the costs or charges payable from each Fund.

## **C. Amendments to the Explanatory Memorandum and Trust Deed**

The Explanatory Memorandum of the Funds will be amended to reflect the changes set out above.

The changes described above are in summary form only and are not meant to be an exhaustive list of the amendments made to the Explanatory Memorandum. Unitholders should review the amended Explanatory Memorandum (which will be available on or around the Effective Date) for further details on the changes made.

A copy of the Explanatory Memorandum (including the KFS), as amended, will be available upon request on or around the Effective Date.

The Trust Deed of each Fund will be amended by a deed of variation and retirement of alternate trustee ("**Deed of Variation and Retirement**") to reflect the retirement of the Retiring Alternate Trustee and other consequential amendments. The Deed of Variation and Retirement will be available on or around the Effective Date. Copies of the Trust Deeds, as amended, may be obtained at a reasonable cost, and may be inspected free of charge during normal working hours at the offices of the Manager and the Trustee.

## **D. Impact on the Fund and its Unitholders**

Save for the changes set out above, there will be no change in features of the Funds. The changes set out above will not result in (i) any change in the type of fees, or the level of fees payable by the Funds or by the unitholders; (ii) any change in the dealing procedure of the Funds; or (iii) any change in the operation and/or manner in which the Funds are being managed apart from the retirement of alternate trustee and removal of the role of alternate trustee or any effects on existing investors; (iv) any change in the risk profile of the Funds; (v) any material prejudice to existing unitholders' rights or interests.

## **E. Costs**

The costs and expenses associated with the changes in connection with the retirement and removal of the Retiring Alternate Trustee of the Funds and amendment to the Trust Deed and Explanatory Memorandum will be borne by the Trustee.

Please note that there is no action required of you in order to implement the changes set out in this notice.

## **F. Enquiry**

If you would like more information, please contact your usual professional advisor or Schroders Investor Hotline on (+852) 2869 6968.

Yours faithfully,  
For and on behalf of

**Schroder Investment Management (Hong Kong) Limited**



Amy Cho  
Chief Executive Officer, Hong Kong