

Affin Hwang Shariah Gold Tracker Fund (“Fund”)

List highlighting the amendments from the deed dated 15 May 2020 (“Principal Deed”) and the first supplemental deed dated 10 January 2023 (“First Supplemental Deed”) in relation to the Fund.

CLAUSE	PRINCIPAL DEED	FIRST SUPPLEMENTAL DEED
<p><u>General:</u></p> <p>The Principal Deed has been amended for the reasons set out in the “Rationale for Amendments” column.</p> <p>We are of the view that all of the proposed amendments to the Principal Deed as set out in the First Supplemental Deed (“Proposed Amendments”) will not materially prejudice the unit holders’ interests as there is no:</p> <ol style="list-style-type: none"> 1. change to the nature or objective of the Fund; 2. change to the risk profile of the Fund; 3. change in the distribution policy of the Fund; 4. introduction of a new category of fees or charges; or 5. increase in fees or charges of the Fund, <p>as a result of the Proposed Amendments.</p> <p>The Proposed Amendments essentially entail the amendments to the provisions of the Principal Deed to be in line with the Guidelines on Unit Trust Funds (Revised: 28 November 2022) (“Revised GUTF”). As such, the Proposed Amendments do not materially prejudice the unit holders’ interests under paragraph 9.70 of the Revised GUTF and hence a unit holders’ approval is not required under section 295(4)(a) of the Capital Markets and Services Act 2007 (“CMSA”).</p> <p>In addition, we are of the view that the Proposed Amendments are not significant changes that will affect unit holders’ decision to stay invested in the Fund as there is no change in investment strategy, distribution policy or minimum balance of the Fund.</p> <p>We will issue a written notice to unit holders of the Proposed Amendments not less than 14 days before the date of the replacement prospectus of the Fund.</p>		
2.1(a)	Existing name of the Manager: Affin Hwang Asset Management Berhad	New name of the Manager: AHAM Asset Management Berhad
2.1(b)	Existing name of the Fund: Affin Hwang Shariah Gold Tracker Fund	New name of the Fund: AHAM Shariah Gold Tracker Fund

2.1(c)	<p>Definition of “approved accounting standards”:</p> <p>"approved accounting standards" has the same meaning assigned to it under the Financial Reporting Act 1997;</p>	<p>Definition of “approved accounting standards” has been amended to:</p> <p>“approved accounting standards” has the meaning assigned to it in the Financial Reporting Act 1997, but excluding the Malaysian Private Entities Reporting Standards or its equivalent;</p>
2.1(d)	<p>Definition of “Financial Year”:</p> <p>"Financial Year" means the period described as such in the Third Schedule hereto; the Manager may, in consultation with the Trustee, vary the dates of the financial year as may be deemed appropriate;</p>	<p>Definition of “Financial Year” has been amended to:</p> <p>“Financial Year” means the period described as such in the Third Schedule hereto; the Manager may, in consultation with the Trustee, vary the date of the Financial Year in accordance with the relevant laws;</p>
2.1(e)	<p>Definition of “independent member”:</p> <p>"independent member", in relation to the investment committee of the Fund, refers to a person who is free of any relationship with the Manager, the Trustee or any controlling shareholder of the Manager or the Trustee that would interfere with that person’s exercise of independent judgment; in any event, a period of six (6) months must elapse before a person who was previously connected to the Manager, the Trustee or any controlling shareholder of the Manager or the Trustee can be considered to be independent;</p>	<p>Deleted.</p>
2.1(f)	<p>Definition of “report of the Fund”:</p> <p>"report of the Fund" means any interim and annual reports of the Fund;</p>	<p>Definition of “report of the Fund” has been amended to:</p> <p>“report of the Fund” means any annual report and semi-annual report of the Fund;</p>
2.1(g)	<p>Clause 2.2.2:</p> <p>The Manager shall observe high standards of integrity and fair dealing in managing the Fund to the best and exclusive interest of the Unit Holders.</p>	<p>Clause 2.2.2 has been amended to:</p> <p>The Manager shall carry on and manage its business in a proper, diligent and efficient manner in accordance with the provisions and covenants of this Deed, the Prospectus, the Act and all relevant laws. The Manager shall observe high standards of integrity and fair dealing in managing the Fund to the best and exclusive interest of the Unit Holders.</p>
2.1(h)	<p>Clause 2.2.3:</p> <p>The Manager shall act with due care, skill and diligence in managing the Fund, and effectively employ the resources and procedures necessary for the proper performance of the Fund.</p>	<p>Clause 2.2.3 has been amended to:</p> <p>The Manager shall exercise the degree of care and diligence that a reasonable person would exercise in the position of the Manager in</p>

		managing the Fund, and effectively employ the resources and procedures necessary for the proper performance of the Fund.
2.1(i)	<p>Clause 2.2.4:</p> <p>The Manager shall take all necessary steps to ensure that the assets of the Fund are adequately protected and properly segregated.</p>	<p>Clause 2.2.4 has been amended to:</p> <p>The Manager shall take all necessary steps to ensure that the assets of the Fund are clearly identified as the assets of the Fund and are held separately from the assets of the Manager and any other fund managed by the Manager.</p>
2.1(j)	<p>Clause 2.2.6:</p> <p>The Manager shall ensure that the Fund and the Units are correctly valued and/or priced in accordance with this Deed and all relevant laws.</p>	<p>Clause 2.2.6 has been amended to:</p> <p>The Manager shall ensure that the Fund and the Units are correctly valued and priced on a regular basis in accordance with this Deed, the Prospectus and all relevant laws.</p>
2.1(k)	<p>Clause 2.2.8:</p> <p>Subject to any relevant law, the Trustee shall not consider an incorrect valuation and/or pricing of the Fund and/or the Units to be of minimal significance if the error involves a discrepancy of zero point five per centum (0.5%) or more of the NAV per Unit attributable to a Class of Units unless the total impact on a Unit Holder's account of each Class of Units is less than MYR10.00 or its equivalent in the currency denomination of the Class of Units, if applicable.</p>	<p>Clause 2.2.8 has been amended to:</p> <p>Subject to any relevant law, the Trustee shall not consider an incorrect valuation and pricing of the Fund and/or the Units to be of minimal significance if the error involves a discrepancy of zero point five per centum (0.5%) or more of the NAV per Unit attributable to a Class of Units unless the total impact on a Unit Holder's account of each Class of Units is less than Ringgit Malaysia Ten (MYR10.00) or in the case of a foreign currency Class of Units, less than 10.00 denominated in the foreign currency denomination of the Class of Units.</p>
2.1(l)	<p>Clause 2.2.15:</p> <p>The Manager shall prepare and present or cause to be prepared and presented the financial statements of the Manager in accordance with approved accounting standards, this Deed and all relevant laws.</p>	<p>Clause 2.2.15 has been amended to:</p> <p>The Manager shall prepare and present or cause to be prepared and presented the financial statements of the Manager and the Fund in accordance with approved accounting standards, this Deed and all relevant laws and ensure that the financial statements of the Fund give a true and fair view of the Fund's financial position as at the end of the Fund's financial period.</p>
2.1(m)	<p>Clause 2.2.23:</p> <p>The Manager shall lodge with the relevant authorities the annual report of the Fund and the annual audited report of the Manager and deliver to the relevant authorities any interim report of the Fund within such time as may be required by the relevant laws.</p>	<p>Clause 2.2.23 has been amended to:</p> <p>The Manager shall lodge with the relevant authorities the annual report of the Fund and the audited annual report of the Manager and deliver to the relevant authorities any semi-annual report of the Fund within such time as may be required by the relevant laws.</p>

2.1(n)	<p>Clause 2.2.24:</p> <p>The Manager shall:</p> <p>(a) send to every Unit Holder without charge a copy of the annual and interim reports of the Fund within such time as may be required by the relevant laws; and</p> <p>(b) where a Unit Holder requests the annual audited report of the Manager or any additional copies of the annual or interim report of the Fund, send to the Unit Holder the report requested and upon payment to the Manager of a reasonable sum as may be determined by the Manager.</p>	<p>Clause 2.2.24 has been amended to:</p> <p>The Manager shall:</p> <p>(a) send to every Unit Holder without charge a copy of the annual and semi-annual reports of the Fund within such time as may be required by the relevant laws; and</p> <p>(b) where a Unit Holder requests the audited annual report of the Manager or any additional copies of the annual or semi-annual report of the Fund, send to the Unit Holder the report requested within such time as may be required by the relevant laws and upon payment to the Manager of a reasonable sum as may be determined by the Manager.</p>
2.1(o)	<p>Clause 2.2.28:</p> <p>The Manager shall summon a meeting of the Unit Holders in accordance with this Deed to obtain the Unit Holders' approval where the interest of the Unit Holders may be materially prejudiced by any changes to the Fund.</p>	<p>Clause 2.2.28 has been amended to:</p> <p>The Manager shall summon a meeting of the Unit Holders in accordance with this Deed to obtain the Unit Holders' approval of not less than two-thirds (2/3) of all Unit Holders present and voting at a Unit Holders' meeting where the interests of the Unit Holders may be materially prejudiced by any changes to the Fund.</p>
2.1(p)	Nil.	<p>A new Clause 2.2.31 has been inserted:</p> <p>The Manager shall:</p> <p>(a) act in the best interests of the Unit Holders, and if there is a conflict between Unit Holders' interests and its own interests, give priority to Unit Holders' interests;</p> <p>(b) appoint a compliance officer who shall directly report to the board of directors of the Manager;</p> <p>(c) appoint an individual as a designated person responsible for the fund management function of the Fund; where the fund management function is undertaken by an external party, the Manager shall ensure that the fund manager appoints a designated person for the Fund and the designated person shall be a holder of a capital markets services representative's licence or where the fund manager is a foreign fund management company, the designated person shall be licensed, registered, approved or authorised to carry on the activity of fund management by the relevant regulator in his home jurisdiction;</p>

		<p>(d) establish, implement and maintain a risk management framework that is commensurate with its business;</p> <p>(e) establish, implement and maintain risk management policy and procedures of the Fund to effectively monitor, measure and manage risks of the investment positions of the Fund and their overall contribution to the risk profile of the Fund. The Manager must at all times observe the requirements as set out in the Guidelines on Unit Trust Funds in relation to the risk management of the Fund;</p> <p>(f) ensure that the human resource, technology and systems employed are adequately and appropriately resourced, at all times, for the proper establishment, implementation and maintenance of the risk management policy and procedures under sub-paragraphs (d) and (e);</p> <p>(g) establish, implement and maintain policies and procedures to ensure proper records are in place in relation to the Fund's valuation and pricing; and</p> <p>(h) maintain an internal audit function to report on the adequacy, effectiveness and efficiency of the management, operations, risk management and internal controls.</p>
2.1(q)	<p>Clause 3.2.2:</p> <p>The Trustee shall act with due care, skill, diligence and vigilance, and in accordance with this Deed and all relevant laws in carrying out its duties and responsibilities.</p>	<p>Clause 3.2.2 has been amended to:</p> <p>The Trustee shall exercise due diligence and vigilance in carrying out its functions and duties as trustee and act with care, skill and diligence as can be reasonably expected from a person exercising the position of a trustee, and in accordance with this Deed, the Prospectus and all relevant laws.</p>
2.1(r)	<p>Clause 3.2.3:</p> <p>The Trustee shall take into its custody or under its control (in the event of any delegation of its custodial functions) all the assets of the Fund and hold the same in trust for the Unit Holders in accordance with this Deed and all</p>	<p>Clause 3.2.3 has been amended to:</p> <p>The Trustee shall take into its custody or under its control (in the event of any delegation of its custodial functions) all the assets of the Fund and hold the same in trust for the Unit Holders in accordance with this Deed and all</p>

	relevant laws; registrable assets shall be registered in the name of the Trustee to the order of the Fund or, where the custodial function is delegated, in the name of the custodian to the order of the Trustee for the Fund.	relevant laws; registrable assets shall be registered in the name of the Trustee to the order of the Fund or, where the custodial function is delegated, in the name of the custodian to the order of the Trustee. Where assets are by its nature cannot be held in custody, the Trustee shall maintain a proper record of such assets in its books under the name of the Fund.
2.1(s)	<p>Clause 3.2.4:</p> <p>The Trustee shall, at all times, through proper and adequate supervision ensure that the Fund is managed and administered by the Manager in accordance with this Deed and all relevant laws.</p>	<p>Clause 3.2.4 has been amended to:</p> <p>The Trustee shall, at all times, through proper and adequate supervision, ensure that the Fund is managed and administered by the Manager in accordance with this Deed, the Prospectus, the product highlights sheet and the relevant laws.</p>
2.1(t)	<p>Clause 3.2.5:</p> <p>In ensuring compliance with the requirements of the aforesaid, and to safeguard the interests of the Unit Holders, the Trustee shall:</p> <p>(a) ensure that all transactions with or for the Fund are conducted at arm's length;</p> <p>(b) conduct independent reviews and not only depend on the submission of information by the Manager; and</p> <p>(c) exercise reasonable diligence in monitoring the functions of the Manager and do everything in its power to ensure the Manager remedies any breach of this Deed or any relevant laws known to the Trustee, unless</p>	<p>Clause 3.2.5 has been amended to:</p> <p>In ensuring compliance with the requirements of the aforesaid, and to safeguard the interests of the Unit Holders, the Trustee shall:</p> <p>(a) act honestly and in the best interests of the Unit Holders, and if there is a conflict between Unit Holders' interests and its own interests, give priority to Unit Holders' interests;</p> <p>(b) take all reasonable steps to ensure fair treatment of Unit Holders;</p> <p>(c) not gain an advantage for itself or another person;</p> <p>(d) not cause detriment to Unit Holders;</p> <p>(e) ensure that all transactions with or for the Fund are conducted at arm's length;</p> <p>(f) actively monitor the Fund operations and management by the Manager, including conduct independent reviews and not only depend on the information submitted by the Manager;</p> <p>(g) exercise reasonable diligence in monitoring the functions of the Manager and to ascertain whether the Manager has committed any breach of this Deed or the relevant laws;</p> <p>(h) do everything in its power to ensure that the Manager remedies any breach of this Deed or any relevant law known to the Trustee, unless</p>

	<p>the Trustee is satisfied that such breach will not materially prejudice the interests of the Unit Holders.</p>	<p>the Trustee is satisfied that such breach will not materially prejudice the interests of the Unit Holders;</p> <ul style="list-style-type: none"> (i) comply with any other duty that is conferred on the Trustee by this Deed, provided that such duty is not contrary with the relevant laws; (j) carry out any other duties or responsibilities as may be specified by the SC; and (k) have in place adequate compliance and monitoring mechanism for regular review which includes monitoring and checking of compliance with investment limits as well as processes for reconciliation.
2.1(u)	<p>Clause 3.2.6:</p> <p>The Manager shall ensure that the Trustee is fully informed of the investment management policies of the Fund set by the Manager, and of any changes made thereto. If the Trustee is of the opinion that the policies are not in the interests of the Unit Holders, it shall, after having considered any representations made by the Manager, instruct the Manager to take such action as the Trustee may deem to be appropriate and/or to summon a Unit Holders' meeting for the purpose of giving such instructions to the Trustee and/or the Manager as the meeting thinks proper.</p>	<p>Clause 3.2.6 has been amended to:</p> <p>The Trustee shall ensure that it is fully informed of the investment policies of the Fund set by the Manager, and keeps itself up-to-date with any changes made thereto. If the Trustee is of the opinion that the policies are not in the interests of the Unit Holders, it shall, after having considered any representation made by the Manager, instruct the Manager to take such action as the Trustee may deem to be appropriate and/or to summon a Unit Holders' meeting for the purpose of giving such instructions to the Trustee as the meeting thinks proper. Where the Fund is to be managed in accordance with specific principles or objective, the Trustee shall:</p> <ul style="list-style-type: none"> (a) ensure that the Fund is managed in accordance with such principles or objective; and (b) provide a transaction report of the Fund to the Shariah Adviser, where applicable. If the transaction report is prepared by the Manager, the Trustee shall approve the transaction report prior to it being submitted to the Shariah Adviser, where applicable.
2.1(v)	<p>Clause 3.2.7:</p> <p>The Trustee shall as soon as practicable notify the relevant authorities of any irregularity, any breach of the provisions of this Deed or the relevant laws,</p>	<p>Clause 3.2.7 has been amended to:</p> <p>The Trustee shall as soon as practicable notify the relevant authorities of any irregularity, any breach of the provisions of this Deed or the relevant</p>

	and any other matter properly regarded by the Trustee as not being in the interests of the Unit Holders.	laws, any inconsistency between the provisions of the Prospectus and the provisions of this Deed which in the Trustee's opinion, may indicate that the interests of the Unit Holders are not being served, and any other matter properly regarded by the Trustee as not being in the interests of the Unit Holders.
2.1(w)	<p>Clause 3.2.10:</p> <p>The Trustee shall ensure that the sale, repurchase, creation and cancellation of Units are carried out in accordance with this Deed and all relevant laws.</p>	<p>Clause 3.2.10 has been amended to:</p> <p>The Trustee shall not hold Units or have other interests in the Fund and any funds under the Fund.</p>
2.1(x)	<p>Clause 3.2.12:</p> <p>The Trustee shall take all steps to effect any instructions properly given by the Manager as to the acquisition or disposal of, or the exercise of the rights attaching to, the assets of the Fund.</p>	<p>Clause 3.2.12 has been amended to:</p> <p>The Trustee shall take all steps to effect any instruction properly given by the Manager in relation to the:</p> <p>(a) acquisition or disposal of, or the exercise of the rights attaching to the assets of the Fund; and</p> <p>(b) creation, cancellation and dealing in Units of the Fund,</p> <p>in so far where such instruction is not contrary to any requirement of this Deed, the Prospectus or the relevant laws.</p>
2.1(y)	Nil.	<p>A new Clause 3.2.14A has been inserted:</p> <p>Where the Manager fails to remedy any breach of the provisions or covenants of this Deed or any contravention of the provisions of the relevant laws when required by the Trustee, the Trustee may:</p> <p>(a) call a meeting of Unit Holders;</p> <p>(b) inform the Unit Holders of the failure at the meeting of Unit Holders;</p> <p>(c) submit proposals for the protection of interests of Unit Holders; and</p> <p>(d) ask direction from Unit Holders in relation to the matter.</p> <p>The Trustee may appoint a person to chair the meeting of Unit Holders and where the Trustee does not exercise this power, the Unit Holders present at the meeting of Unit Holders may appoint a person to chair the meeting of Unit Holders.</p>

2.1(z)	<p>Clause 3.2.20:</p> <p>Nothing herein this Deed contained shall be construed in any way as to exempt the Trustee from liability for breach of trust arising out of the negligence, dishonesty or fraud of the Trustee.</p>	<p>Clause 3.2.20 has been amended to:</p> <p>Nothing herein this Deed contained shall be construed in any way as to exempt the Trustee from liability for contravention of any relevant laws or for breach of trust or for failure to show the degree of care and diligence required of a trustee arising out of the negligence, dishonesty or fraud of the Trustee.</p>
2.1(aa)	<p>Part 4:</p> <p style="text-align: center;"><u>PART 4: INVESTMENT COMMITTEE</u></p> <p style="text-align: center;">DIVISION 4.1 Appointment of Investment Committee</p> <p>4.1.1 The Manager shall appoint an investment committee for the Fund consisting of such number of individuals as shall comply with the relevant laws. Accordingly, notwithstanding:</p> <p style="padding-left: 40px;">(a) that there may be several committees acting for each and every unit trust scheme managed and administered by the Manager, and</p> <p style="padding-left: 40px;">(b) that certain members may act for more than one (1) committee of the unit trust schemes managed and administered by the Manager,</p> <p>the investment committee so appointed shall act separately and independently for the Fund in respect of which it was appointed.</p> <p style="text-align: center;">DIVISION 4.2 Members of Investment Committee</p> <p>4.2.1 The appointment of a member of the investment committee for the Fund shall be made in accordance with all relevant laws.</p> <p>4.2.2 The Manager shall notify the relevant authorities of the appointment and resignation of any member of an investment committee of the Fund within such time as may be required by the relevant laws.</p> <p>4.2.3 The investment committee for the Fund shall consist of such number of independent members as may be required by the relevant laws.</p>	<p>Part 4 has been amended to:</p> <p style="text-align: center;">PART 4 : OVERSIGHT ON THE OPERATION AND MANAGEMENT OF THE FUND</p> <p style="text-align: center;">DIVISION 4.1 Oversight Function</p> <p>4.1.1 The Manager shall have in place an oversight arrangement to ensure that the Fund is managed in accordance with this Deed, the Prospectus, the Shariah requirements, the internal investment restrictions and policies and the relevant laws.</p> <p>4.1.2 The roles and responsibilities of the person(s) or members of a committee undertaking the oversight function shall include the following:</p> <p style="padding-left: 40px;">(a) ensuring that the investment strategies selected are properly and efficiently implemented by the Manager or the fund manager (if any);</p> <p style="padding-left: 40px;">(b) actively monitoring, measuring and evaluating the fund management performance of the Manager or the fund manager (if any); and</p> <p style="padding-left: 40px;">(c) approving the appointment of a broker or dealer.</p>

The independent members of an investment committee shall, in addition to their duties and responsibilities as members of the investment committee, represent and safeguard the interests of the Unit Holders.

4.2.4 Each independent member of the investment committee for the Fund may receive remuneration for his services to the Fund at the discretion of the Manager and in consultation with the Trustee; such remuneration shall be payable out of the Fund.

4.2.5 Where a member of an investment committee becomes subject to any disqualification under any relevant law or otherwise becomes unfit to hold office, the Manager shall ensure that the member resigns from the position immediately; the Manager shall immediately notify the relevant authorities of the disqualification.

DIVISION 4.3

Roles, Powers and Duties of the Investment Committee

4.3.1 The investment committee of the Fund shall carry out the following roles and responsibilities:

- (a) ensuring that the Fund is managed in accordance with the Fund's objective as set out in the Fourth Schedule hereto;
- (b) ensuring that the Fund is managed in accordance with this Deed, the Prospectus and all relevant laws;
- (c) ensuring that the Fund is managed in accordance with all investment restrictions and policies applicable to the Fund;
- (d) selecting appropriate strategies to achieve proper Fund performance in accordance with the management policies governing the Fund;
- (e) ensuring that the investment strategies selected are properly and efficiently implemented by the Manager or the Manager's delegate (if any); and
- (f) actively monitoring, measuring and evaluating the fund management performance of the Manager or the Manager's delegate (if any).

	4.3.2 The investment committee of the Fund shall act with due care, skill and diligence in carrying out its duties and responsibilities.	
2.1(bb)	<p>Clause 4A.2.1:</p> <p>The role of the Shariah Committee or Shariah Adviser is to ensure that the Fund is managed and administered in accordance with Shariah principles, relevant SC regulations and/or standards, including resolutions issued by the Shariah Advisory Council of the SC.</p>	<p>Clause 4A.2.1 has been amended to:</p> <p>The role of the Shariah Committee or Shariah Adviser is:</p> <p>(a) to ensure that the Fund complies with the applicable Shariah rulings, principles and concepts endorsed by the Shariah Advisory Council of the SC; and</p> <p>(b) in the absence of any rulings, principles and concepts endorsed by the Shariah Advisory Council of the SC, to apply <i>Ijtihad</i> (intellectual reasoning) to ensure all aspects relating to the Fund are in compliance with Shariah.</p>
2.1(cc)	<p>Clause 4A.2.2:</p> <p>The Shariah Committee or Shariah Adviser shall provide expertise and guidance to the Manager in all matters relating to Shariah principles, including the relevant parts of this Deed, the Prospectus, the structure and investments of the Fund, and other operational and administrative matters.</p>	<p>Clause 4A.2.2 has been amended to:</p> <p>The Shariah Committee or Shariah Adviser shall provide Shariah expertise and advice on Shariah matters in relation to the Fund including matters relating to documentation (which includes this Deed and the Prospectus), structure, feature, investment instruments and ensure that all aspects of the Fund are in accordance with Shariah requirements as set out in the relevant laws and guidelines issued by the SC.</p>
2.1(dd)	<p>Clause 4A.2.4:</p> <p>The Shariah Committee or Shariah Adviser must comply and ensure that the Manager complies, with any guideline, ruling and/or decision issued by the SC in relation to the management, administration or investments of the Fund.</p>	Deleted.
2.1(ee)	<p>Clause 4A.2.7:</p> <p>The Shariah Committee or Shariah Adviser shall prepare a report to be included in the interim and/or annual reports of the Fund stating in its opinion whether the Fund has been managed and operated in accordance with Shariah principles for the financial period concerned.</p>	<p>Clause 4A.2.7 has been amended to:</p> <p>The Shariah Committee or Shariah Adviser shall prepare a report to be included in the semi-annual and/or annual reports of the Fund stating its opinion whether the Fund has been managed and operated in compliance with Shariah, including Shariah rulings, principles and concepts endorsed</p>

		by the Shariah Advisory Council of the SC for the financial period concerned.
2.1(ff)	<p>Clause 5.4.7:</p> <p>The appointment of any investment manager or investment adviser related to the Manager shall be in accordance with the relevant laws.</p>	<p>Clause 5.4.7 has been amended to:</p> <p>The appointment or renewal of appointment of any fund manager or investment adviser related to the Manager shall be in accordance with the relevant laws.</p>
2.1(gg)	<p>Clause 5.4.8:</p> <p>The prior approval of the investment committee for the Fund shall be obtained before the use of any broker/dealer in buying, selling or otherwise dealing with the securities, property or assets of the Fund.</p>	<p>Clause 5.4.8 has been amended to:</p> <p>The use of any broker, dealer or financial institution in buying, selling or otherwise dealing with the Shariah-compliant securities, property or assets of the Fund shall not exceed such limit as may be prescribed by the relevant laws.</p>
2.1(hh)	<p>Clause 5.4.9:</p> <p>In approving any broker/dealer pursuant to Clause 5.4.8, the investment committee for the Fund:</p> <p>(a) shall be satisfied that the dealings for or of the Fund will be effected by the broker/dealer on terms which are the best available for the Fund ("best execution" basis); and</p> <p>(b) shall prescribe a limit on the proportion of the broker's/dealer's dealings for or of the Fund in value.</p>	<p>Clause 5.4.9 has been amended to:</p> <p>The Manager shall be satisfied that the dealings in the assets of the Fund will be effected by the broker or dealer on terms which are the most favourable for the Fund ("best execution" basis).</p>
2.1(ii)	<p>Clause 5.4.10:</p> <p>In prescribing a limit under paragraph (b) of Clause 5.4.9, the investment committee for the Fund shall consider:</p> <p>(a) the capabilities and services of the broker/dealer concerned; and</p> <p>(b) the desirability of keeping a good spread of brokers/dealers for the Fund.</p>	Deleted.
2.1(jj)	<p>Clause 5.4.11:</p> <p>Notwithstanding Clauses 5.4.9 and 5.4.10, the use of any broker/dealer for the Fund (whether related to the Manager or the Trustee or any delegate</p>	Deleted.

	thereof or otherwise) shall not, in value, exceed such limit or limits as may be prescribed by the relevant laws.	
2.1(kk)	<p>Clause 5.4.14:</p> <p>Notwithstanding Clause 5.4.13, goods and services ("soft commissions") provided by any broker/dealer may be retained by the Manager, fund manager or any delegate thereof, but only if:</p> <p>(a) the goods and services are of demonstrable benefit to the Unit Holders and in the form of research and advisory services that assist in the decision-making process relating to the Fund's investments;</p> <p>(b) any dealing with the broker/dealer is executed on terms which are the most favourable for the Fund;</p> <p>(c) the practice of the Manager, fund manager or any delegate thereof in relation to soft commissions is adequately disclosed in the Prospectus and report of the Fund, including a description of the goods and services received by the Manager, fund manager or any delegate thereof.</p>	<p>Clause 5.4.14 has been amended to:</p> <p>Notwithstanding Clause 5.4.13, goods and services ("soft commissions") provided by any broker or dealer may be retained by the Manager or the fund manager, but only if:</p> <p>(a) the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;</p> <p>(b) any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and</p> <p>(c) the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and the Manager or fund manager shall not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.</p>
2.1(ll)	<p>Clause 6.7.6:</p> <p>Subject to all relevant laws, certain Unit Holders, as described in the Prospectus, may return Units to the Manager and request a refund on their investments in an amount determined in accordance with and disclosed in the Prospectus within the cooling-off period stated in the Prospectus.</p>	<p>Clause 6.7.6 has been amended to:</p> <p>Subject to all relevant laws, certain Unit Holders, as described in the Prospectus, may return Units to the Manager and request a refund on their investments in an amount determined in accordance with the relevant laws and as disclosed in the Prospectus within the cooling-off period stated in the Prospectus.</p>
2.1(mm)	<p>Clause 6.8.1:</p> <p>Subject to Division 6.9, the Manager shall repurchase Units at the repurchase price of Units upon the proper request of a Unit Holder. Such request to repurchase shall be submitted to the Manager in the manner prescribed in the Prospectus.</p>	<p>Clause 6.8.1 has been amended to:</p> <p>Subject to Division 6.9, the Manager shall repurchase Units at the repurchase price of Units upon the proper request of a Unit Holder, unless the Manager has reasonable grounds not to do so. Such request to repurchase shall be submitted to the Manager in the manner prescribed in the Prospectus.</p>
2.1(nn)	<p>Division 6.9:</p> <p style="text-align: center;">DIVISION 6.9 Suspension of Sale and/or Repurchase of Units</p>	<p>Division 6.9 has been amended to:</p> <p style="text-align: center;">DIVISION 6.9 Suspension of Sale and/or Repurchase of Units</p>

	<p>6.9.1 Where the Manager requests the Trustee to cancel Units to satisfy a repurchase request, and the Trustee considers that it is not in the interests of the existing Unit Holders to permit the assets of the Fund to be sold or that the assets cannot be liquidated at an appropriate price or on adequate terms, the Trustee shall suspend the sale and/or repurchase of Units and immediately call a Unit Holders' meeting to decide on the next course of action.</p> <p>6.9.2 The suspension of the sale and/or repurchase of Units pursuant to Clause 6.9.1 shall only be carried out if the interests of the Unit Holders would, in so far as the Trustee is concerned, be materially affected if the sale and/or repurchase of Units were not suspended. A suspension of dealing in Units can apply to one or more Classes</p>	<p>6.9.1 The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the sale and/or repurchase of Units due to exceptional circumstances, where there is good and sufficient reason to do so. Where such suspension is triggered, the Manager shall notify all Unit Holders in a timely and appropriate manner of its decision to suspend the sale and/or repurchase of Units.</p> <p>6.9.2 The Manager shall cease the suspension as soon as practicable after the circumstances in Clause 6.9.1 have ceased, and in any event, within such time as may be prescribed by any relevant law. The period of suspension may be extended if the Manager satisfies the Trustee that it is in the best interests of Unit Holders for the sale and/or repurchase of Units to remain suspended and such extension shall be subject to such periodic review as may be prescribed by the relevant law by the Trustee.</p> <p>6.9.3 The Trustee may suspend the sale and/or repurchase of Units, if the Trustee, on its own accord, considers that an event under Clause 6.9.1 has been triggered. In such a case, the Trustee shall immediately call for a Unit Holders' meeting to decide on the next course of action.</p> <p>6.9.4 A suspension of dealing in Units can apply to one (1) or more Classes of Units without being applied to the other Classes of Units provided always that such suspension does not prejudice the interests of the Unit Holders.</p>
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	<p>of Units without being applied to the other Classes of Units if it is in the interests of the Unit Holders of such Class(es) of Units.</p>	
6.9.3	<p>Other than the situation described in Clause 6.9.1, the Trustee may, without the consent of the Unit Holders, suspend the sale and/or repurchase of Units in exceptional circumstances when there is good and sufficient reason to do so having regard to the interests of the Unit Holders. In such a case, the period of the suspension shall not exceed such time as may be prescribed by any relevant laws unless the consent of the Unit Holders has been obtained.</p>	
6.9.4	<p>Where there is a reasonable expectation by the Manager and/or the Trustee that the suspension of the sale and/or repurchase of Units described in Clause 6.9.1 and Clause 6.9.3 will be prolonged, the Trustee shall obtain the consent of the Unit Holders.</p>	
6.9.5	<p>The Trustee shall immediately notify the relevant authorities in writing if the sale and/or repurchase of Units is suspended (whether pursuant to Clause 6.9.1 or Clause 6.9.3), stating the reason for the suspension.</p>	6.9.5
6.9.6	<p>The Trustee shall not create or cancel Units during the period in which the sale and/or repurchase of Units is suspended.</p>	6.9.6
6.9.7	<p>Before resuming the sale and/or repurchase of Units after any suspension, the Manager shall notify the relevant authorities in writing of the proposed resumption and the date of the proposed resumption.</p>	6.9.7
6.9.8	<p>For pricing purposes, all suspended applications for Units and requests for repurchase shall be deemed to have been received on the first Business Day after the lifting of the suspension provided always that the Manager may permit a withdrawal of such applications or requests at any time after the commencement of suspension and before the lifting of the suspension.</p>	6.9.8
		<p>The Manager shall immediately notify the relevant authorities in writing if the sale and/or repurchase of Units is suspended, including any extension of suspension, stating the reason for the suspension or extended suspension, as the case may be.</p> <p>The Trustee shall not create or cancel Units during the period in which the sale and/or repurchase of Units is suspended.</p> <p>Before resuming the sale and/or repurchase of Units after any suspension, the Manager shall notify the relevant authorities in writing of the proposed resumption and the date of the proposed resumption.</p> <p>For pricing purposes, all suspended applications for Units and requests for repurchase shall be deemed to have been received on the first Business Day after the lifting of the suspension provided always that the Manager may permit a withdrawal of such applications or requests at any time after the commencement of suspension and before the lifting of the suspension.</p>

2.1(oo)	<p>Clause 6.11.1:</p> <p>Subject to any relevant law, and subject to such maximum Units as may be prescribed by any relevant law, the Manager or its nominees shall not hold any Units other than when complying with repurchase requests and/or in creating new Units to meet anticipated requests for Units by applicants for Units.</p>	<p>Clause 6.11.1 has been amended to:</p> <p>Where the Manager or its related corporation holds Units in the Fund, the Manager shall ensure that there are adequate policies, procedures and controls established to manage any potential conflict of interests.</p>
2.1(pp)	<p>Clause 6.12.4:</p> <p>Whether or not there are valuations more than once a day, a valuation shall be carried out at the time of the close of business of the Bursa Malaysia or at such other time as may be allowed by the relevant authorities. For the avoidance of doubt, during the Initial Offer Period (if any) of a Class of Units, no valuation of Units of the particular Class of Units is required.</p>	<p>Clause 6.12.4 has been amended to:</p> <p>Whether or not there are valuations more than once a day, a valuation shall be carried out at the time of the close of business of the Bursa Malaysia or at such other time as may be allowed by the relevant authorities. For the avoidance of doubt, during the Initial Offer Period (if any) of a Class of Units, no valuation of Units of the particular Class of Units is required. The Manager shall publish the NAV per Unit at least once on every Business Day or at such frequency or time as may be allowed by the relevant authorities.</p>
2.1(qq)	<p>Clause 7.2.3:</p> <p>In determining compliance with any investment restriction or limit, the holding of an investment and/or other instrument by the Fund may exclude any entitlement accruing on the investment and/or instrument held. Notwithstanding the aforesaid, the entitlement should not be exercised if the exercise would result in the breach of any investment limit or restriction. In respect, however, of the right of convertibility, such right may be exercised if it results in any breach of investment restriction or limit if the Manager has justifiable reasons and if the prior approval of the Trustee has been obtained; the Manager should in any event take all necessary steps or actions to rectify the breach within such time as may be prescribed by any relevant laws.</p>	<p>Clause 7.2.3 has been amended to:</p> <p>In determining compliance with any investment restriction or limit, the holding of a Shariah-compliant investment and/or other Shariah-compliant instrument by the Fund may exclude any entitlement accruing on the Shariah-compliant investment and/or Shariah-compliant instrument held. Notwithstanding the aforesaid, the entitlement should not be exercised if the exercise would result in the breach of any investment limit or restriction.</p>
2.1(rr)	<p>Clause 7.2.4:</p> <p>The restrictions and limits set out in the Prospectus must be complied with at all times based on the most up to date value of the Fund and the value of</p>	<p>Clause 7.2.4 has been amended to:</p> <p>The restrictions and limits set out in the Prospectus must be complied with at all times based on the most up to date value of the Fund and the value of</p>

	<p>its investments and instruments. However, such allowance as may be prescribed by the relevant authorities in excess of any restriction or limit may be permitted where the restriction or limit is breached through the appreciation or depreciation in the Net Asset Value of the Fund (whether as a result of an appreciation or depreciation in the value of the assets of the Fund or as a result of repurchase of Units or payments made from the Fund). In any event, the Manager shall within such time as may be prescribed by any relevant laws take such steps as may be necessary to achieve compliance with the prescribed restrictions or limits.</p>	<p>its Shariah-compliant investments and Shariah-compliant instruments. Where the restriction or limit is breached as a result of any appreciation or depreciation in the value of the assets of the Fund, repurchase of Units or payments made from the Fund, change in capital of a corporation in which the Fund has invested in or downgrade in or cessation of a credit rating, the Manager shall take such steps as may be necessary to rectify the breach in accordance with the relevant laws.</p>
2.1(ss)	Nil.	<p>A new Clause 8.1.1A has been inserted:</p> <p>The Trustee shall ensure that the assets of the Fund are clearly identified as the assets of the Fund and held separately from any other assets held by or entrusted to the Trustee.</p>
2.1(tt)	<p>Clause 10.1.6:</p> <p>Any Unit Holder may request the Manager to furnish him with a copy of the register of Unit Holders for the Fund, or of any part thereof, but only in so far as it relates to his name, address, the number of Units held by him and amounts paid on the Units, and the Manager shall, on payment in advance of a reasonable fee as the Manager may require, cause any copy so requested to be sent to that person within a reasonable time.</p>	<p>Clause 10.1.6 has been amended to:</p> <p>Any Unit Holder may request the Manager to furnish him with a copy of the register of Unit Holders for the Fund, or of any part thereof, but only in so far as it relates to his name, address, the number of Units held by him and amounts paid on the Units, and the Manager shall, on payment in advance of a reasonable fee as the Manager may require, cause any copy so requested to be sent to that person within such time as may be prescribed by the relevant laws.</p>
2.1(uu)	<p>Clause 10.2.2:</p> <p>The Manager shall deliver to the relevant authorities a notice of the location of the office where any branch register of Unit Holders is kept and of any change of its location, and if the branch office is permanently closed, of its closure, and any such notice shall be lodged within such time as may be prescribed by the relevant laws.</p>	<p>Clause 10.2.2 has been amended to:</p> <p>The Manager shall deliver to the relevant authorities a notice of the location of the office where any branch register of Unit Holders is kept and of any change of its location, and if the branch office is permanently closed, of its closure, and any such notice shall be delivered within such time as may be prescribed by the relevant laws.</p>
2.1(vv)	Nil.	<p>A new Clause 11.4.1A has been inserted:</p> <p>A Unit Holder shall be entitled to take all necessary action, proceedings and/or steps against:</p> <p>(a) the Manager for any breach of its duties as set out in the Act and the Guidelines on Unit Trust Funds; and</p>

		(b) the Trustee for any breach of its duties as set out in the Act, the Guidelines on Unit Trust Funds and the Guidelines on the Registration and Conduct of Capital Market Services Providers.
2.1(ww)	<p>Clause 12.2.1</p> <p>The Manager may determine the trust hereby created and wind up the Fund and/or a Class of Units upon occurrence of any of the following events:</p> <p>(a) if any new law shall be passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue the Fund and/or a Class of Units; or</p> <p>(b) if in the reasonable opinion of the Manager it is impracticable or inadvisable to continue the Fund and/or a Class of Units.</p> <p>Notwithstanding the aforesaid, if the Fund is left with no Unit Holders, the Manager shall be entitled to terminate the Fund.</p>	<p>Clause 12.2.1 has been amended to:</p> <p>The Manager may determine the trust hereby created and wind up the Fund and/or a Class of Units in accordance with the relevant laws. Notwithstanding the aforesaid, the Manager may, in consultation with the Trustee, determine the trust hereby created and wind up the Fund and/or a Class of Units without having to obtain the prior approval of the Unit Holders upon the occurrence of any of the following events:</p> <p>(a) if any new law shall be passed which renders it illegal; or</p> <p>(b) if in the reasonable opinion of the Manager it is impracticable or inadvisable to continue the Fund and/or a Class of Units and the termination of the Fund and/or a Class of Units is in the best interests of the Unit Holders.</p> <p>If the Fund and/or a Class of Units is left with no Unit Holder, the Manager shall also be entitled to terminate the Fund and/or the Class of Units.</p>
2.1(xx)	<p>Clause 12.2.3:</p> <p>Upon the termination of the trust by the Manager, the Manager shall as soon as practicable, give to each Unit Holder of the Fund or that Class of Units (whichever applicable) being wound up notice of such termination; the Manager shall notify the existing Unit Holders in writing of the following options:</p> <p>(a) to receive the net cash proceeds derived from the sale of all the assets of the Fund and/or assets pertaining to that Class of Units less any payment for liabilities of the Fund and/or liabilities pertaining to that Class of Units and any Cash Produce available for distribution in proportion to the number of Units held by them respectively;</p>	<p>Clause 12.2.3 has been amended to:</p> <p>Upon the termination of the trust by the Manager, the Manager shall give to each Unit Holder of the Fund or that Class of Units (whichever applicable) being wound up a notice of such termination in accordance with the relevant laws; the Manager shall notify the existing Unit Holders in writing of the following options:</p> <p>(a) to receive the net cash proceeds derived from the sale of all the assets of the Fund and/or assets pertaining to that Class of Units less any payment for liabilities of the Fund and/or liabilities pertaining to that Class of Units and any Cash Produce available for distribution in proportion to the number of Units held by them respectively;</p>

	<p>(b) to use the net cash proceeds to invest in other unit trust scheme managed by the Manager upon such terms and conditions as shall be set out in the written notification; or</p> <p>(c) to choose any other alternative as may be proposed by the Manager in accordance with the relevant laws.</p>	<p>(b) to use the net cash proceeds to invest in any other collective investment scheme managed by the Manager upon such terms and conditions as shall be set out in the written notification; or</p> <p>(c) to choose any other alternative as may be proposed by the Manager in accordance with the relevant laws.</p>
2.1(yy)	<p>Clause 12.4.2:</p> <p>In the event of the trust hereby created being terminated, the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from this Deed and the Manager shall indemnify the Trustee against any claims arising out of the Trustee's execution of this Deed provided always that such claims have not been caused by any failure on the part of the Trustee to exercise the degree of care and diligence required of a trustee as contemplated by this Deed and all relevant laws.</p>	<p>Clause 12.4.2 has been amended to:</p> <p>In the event of the trust hereby created being terminated:</p> <p>(a) the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from this Deed;</p> <p>(b) the Manager shall indemnify the Trustee against any claims arising out of the Trustee's execution of this Deed provided always that such claims have not been caused by any failure on the part of the Trustee to exercise the degree of care and diligence required of a trustee as contemplated by this Deed and all relevant laws;</p> <p>(c) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and</p> <p>(d) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law.</p>
2.1(zz)	<p>Clause 12.4.3:</p> <p>The Manager (or the Trustee if the Fund has been terminated in the circumstances set out in Division 12.3) shall, as soon as practicable after the winding up of the Fund, inform the Unit Holders and the relevant authorities of the same in such manner as may be prescribed by any relevant laws.</p>	Deleted.
2.1(aaa)	Nil.	<p>A new Clause 12.5.1A has been inserted:</p> <p>Notwithstanding Clause 12.5.1, the Manager may in consultation with the Trustee, terminate a particular Class of Units without having to obtain the prior approval of the Unit Holders upon the occurrence of any of the events set out in Clause 12.2.1 in respect of that particular Class of Units.</p>

2.1(bbb)	<p>Clause 12.5.2(e):</p> <p>the Trustee or the Manager shall publish a notice on the termination of that Class of Units in at least one national Bahasa Malaysia newspaper and one national English newspaper, if those Units are available in Malaysia.</p>	Deleted.
2.1(ccc)	<p>Clause 13.3.1(d):</p> <p>costs, fees and expenses incurred for the valuation of any investments of the Fund by independent valuers for the benefit of the Fund;</p>	Deleted.
2.1(ddd)	<p>Clause 13.3.1(k):</p> <p>costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;</p>	<p>Clause 13.3.1(k) has been amended to:</p> <p>costs, fees and expenses incurred in the termination of the Fund or a Class of Units or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;</p>
2.1(eee)	<p>Clause 13.3.1(m):</p> <p>remuneration and out of pocket expenses of the independent members of the investment committee of the Fund, unless the Manager decides otherwise;</p>	<p>Clause 13.3.1(m) has been amended to:</p> <p>remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;</p>
2.1(fff)	Nil.	<p>A new Clause 13.3.1(s) has been inserted:</p> <p>costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent.</p>
2.1(ggg)	<p>Clause 14.2.14:</p> <p>The Manager shall send to every Unit Holder a statement detailing the nature and the amount of the income distributed, whether in the form of cash and/or further Units in lieu of cash, in every distribution of income. In this regard, the Manager shall also declare in the statement:</p> <p>(a) the total returns of the Fund; and</p> <p>(b) the NAV per Unit prior to, and subsequent to, the distribution.</p>	<p>Clause 14.2.14 has been amended to:</p> <p>Subject to Clause 14.2.15, the Manager shall send to every Unit Holder a statement detailing the nature, whether in the form of cash and/or further Units in lieu of cash, and the amount of income distributed in every distribution of income. In this regard, the Manager shall also declare in the statement:</p> <p>(a) the total returns of the Fund; and</p> <p>(b) the NAV per Unit prior to, and subsequent to the distribution.</p>
2.1(hhh)	Clause 14.2.15:	Clause 14.2.15 has been amended to:

	In the case of an interim distribution of income, the Manager may choose not to send the statement referred to in Clause 14.2.14 provided always that the same information is published in the Manager's website or through an advertisement in accordance with any relevant law.	In the case of an interim distribution, the Manager may choose not to send the statement referred to in Clause 14.2.14 provided always that the same information is published in the Manager's website in accordance with any relevant law.
2.1(iii)	<p>Clause 15.1.3(c):</p> <p>an interim report of the Fund should be distributed to the Unit Holders within such time as may be prescribed by any relevant law; such numbers of printed copies of the report shall be lodged with the relevant authorities within such time as may be prescribed by any relevant law; and</p>	<p>Clause 15.1.3(c) has been amended to:</p> <p>a semi-annual report of the Fund should be distributed to the Unit Holders within such time as may be prescribed by any relevant law; such numbers of printed copies of the report shall be delivered to the relevant authorities within such time as may be prescribed by any relevant law; and</p>
2.1(jjj)	<p>Clause 15.1.3(d):</p> <p>financial statements in the annual report of the Fund shall contain all such information as may be required to be disclosed by any relevant law and shall be audited by the Auditor appointed under Clause 15.3.1; if interim financial statements in the interim report of the Fund are unaudited, a statement of that fact should be disclosed clearly; such interim financial statements should carry the signatures of the directors of the Manager responsible for the true and fair view of the statements.</p>	<p>Clause 15.1.3(d) has been amended to:</p> <p>financial statements in the annual report of the Fund shall contain all such information as may be required to be disclosed by any relevant law and shall be audited by the Auditor; if interim financial statements in the semi-annual report of the Fund are unaudited, a statement of that fact should be disclosed clearly; such interim financial statements should carry the signatures of the directors of the Manager responsible for the true and fair view of the statements.</p>
2.1(kkk)	<p>Clause 15.1.4:</p> <p>Notwithstanding the generality of Clause 15.1.1 and Clause 15.1.2, the Trustee shall prepare a report to the Unit Holders, to be included in the annual or interim reports of the Fund, stating whether, in the Trustee's opinion, the Manager has:</p> <ul style="list-style-type: none"> (a) managed the Fund in accordance with the limitations imposed on the investment powers of the Manager and the Trustee under this Deed, the Act and all relevant laws; (b) carried out pricing and valuation in accordance with the provisions of this Deed, the Act and all relevant laws; (c) created and cancelled Units in accordance with the provisions of this Deed, the Act and all relevant laws; and 	<p>Clause 15.1.4 has been amended to:</p> <p>Notwithstanding the generality of Clause 15.1.1 and Clause 15.1.2, the Trustee shall prepare a report to the Unit Holders, to be included in the annual or semi-annual report of the Fund, stating whether, in the Trustee's opinion, the Manager has:</p> <ul style="list-style-type: none"> (a) managed the Fund in accordance with the limitations imposed on the investment powers of the Manager under this Deed, the Act and all relevant laws; (b) carried out pricing and valuation in accordance with the provisions of this Deed, the Prospectus, the Act and all relevant laws; (c) created and cancelled Units in accordance with the provisions of this Deed, the Prospectus, the Act and all relevant laws; and

	<p>(d) if there has been any distribution of income, distributed such income in accordance with the objective of the Fund.</p> <p>Where, in the Trustee's opinion, the Manager has not done so, the Trustee should highlight the appropriate details and the steps taken to address the shortcomings.</p>	<p>(d) if there has been any distribution of income, distributed such income appropriately and reflects the objective of the Fund.</p> <p>Where, in the Trustee's opinion, the Manager has not done so, the Trustee should disclose the shortcomings which may have an impact on the decision of existing or potential Unit Holders to remain invested or to invest in the Fund and highlight the steps taken to address the shortcomings and to prevent the recurrence of the shortcomings.</p>
2.1(III)	<p>Clause 16.1.1(n):</p> <p>upon request from a Unit Holder, send a copy of the annual audited report of the Manager within such time as may be prescribed by the relevant laws and upon payment of a reasonable sum as may be determined by the Manager;</p>	<p>Clause 16.1.1(n) has been amended to:</p> <p>upon request from a Unit Holder, send a copy of the audited annual report of the Manager within such time as may be prescribed by the relevant laws and upon payment of a reasonable sum as may be determined by the Manager;</p>
2.1(mmm)	<p>Clause 16.1.1(o):</p> <p>send to each of the Unit Holders without charge, a copy of the interim and annual reports of the Fund containing all such information as may be required to be disclosed and within such time as may be prescribed by the relevant laws; upon request from the Unit Holders, additional copies of the interim and annual reports of the Fund shall be sent to the Unit Holders within such time as may be prescribed by the relevant laws and upon payment of a reasonable sum as may be determined by the Manager;</p>	<p>Clause 16.1.1(o) has been amended to:</p> <p>send to each of the Unit Holders without charge, a copy of the semi-annual and annual reports of the Fund containing all such information as may be required to be disclosed and within such time as may be prescribed by the relevant laws; upon request from the Unit Holders, additional copies of the semi-annual and annual reports of the Fund shall be sent to the Unit Holders within such time as may be prescribed by the relevant laws and upon payment of a reasonable sum as may be determined by the Manager;</p>
2.1(nnn)	<p>Clause 16.1.1(p):</p> <p>attach, together with the annual report as required under paragraph (o) of this Clause 16.1.1, the report of the Trustee to the Unit Holders containing all such information as may be required to be disclosed by the relevant laws and stating whether, in the Trustee's opinion, the Manager has in that period:</p> <ol style="list-style-type: none"> (1) managed the Fund in accordance with the limitations imposed on the investment powers of the Manager and the Trustee under this Deed, the Act and all relevant laws; (2) carried out pricing and valuation in accordance with the provisions of this Deed, the Act and all relevant laws; (3) created and cancelled Units in accordance with the provisions of this Deed, the Act and all relevant laws; 	<p>Clause 16.1.1(p) has been amended to:</p> <p>attach, together with the reports as required under paragraph (o) of this Clause 16.1.1, the report of the Trustee to the Unit Holders containing all such information as may be required to be disclosed by the relevant laws and stating whether, in the Trustee's opinion, the Manager has in that period:</p> <ol style="list-style-type: none"> (1) managed the Fund in accordance with the limitations imposed on the investment powers of the Manager under this Deed, the Act and all relevant laws; (2) carried out pricing and valuation in accordance with the provisions of this Deed, the Prospectus, the Act and all relevant laws; (3) created and cancelled Units in accordance with the provisions of this Deed, the Prospectus, the Act and all relevant laws; and

	<p>(4) if there has been any distribution of income, distributed such income in accordance with the objective of the Fund,</p> <p>and, if it has not done so, the respects in which the Manager has not done so and the steps which the Trustee has taken in respect thereof;</p>	<p>(4) if there has been any distribution of income, distributed such income appropriately and reflects the objective of the Fund.</p> <p>Where, in the Trustee's opinion, the Manager has not done so, the Trustee should disclose the shortcomings which may have an impact on the decision of existing or potential Unit Holders to remain invested or to invest in the Fund and highlight the steps taken to address the shortcomings and to prevent the recurrence of the shortcomings;</p>
2.1(ooo)	<p>Clause 16.1.1(r):</p> <p>convene a Unit Holders' meeting to obtain Unit Holders' approval where the interests of the Unit Holders may be materially prejudiced by any changes to the Fund.</p>	<p>A new Clause 16.1.1(r) has been inserted:</p> <p>convene a Unit Holders' meeting to obtain Unit Holders' approval of not less than two-thirds (2/3) of all Unit Holders present and voting at a Unit Holders' meeting where the interests of the Unit Holders may be materially prejudiced by any changes to the Fund.</p>
2.1(ppp)	<p>Clause 16.2.1(a):</p> <p>ensure that the Fund has at all times an appointed management company;</p>	<p>Clause 16.2.1(a) has been amended to:</p> <p>ensure that the Fund has at all times an approved management company;</p>
2.1(qqq)	<p>Clause 17.1.1:</p> <p>Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10) of all the Unit Holders of the Fund or of a particular Class of Units, as the case may be, whichever is less, summon a meeting of the Unit Holders of the Fund or of that Class of Units by:</p> <p>(a) sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders of the Fund or Unit Holders of a particular Class of Units, as the case may be;</p> <p>(b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and</p>	<p>Clause 17.1.1 has been amended to:</p> <p>Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or of a particular Class of Units, as the case may be, at the registered office of the Manager, summon a meeting of the Unit Holders of the Fund or of that Class of Units, as the case may be, by:</p> <p>(a) sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders of the Fund or Unit Holders of a particular Class of Units, as the case may be, at the Unit Holder's last known address or, in the case of Jointholders, to the Jointholder whose name stands first in the records of the Manager at the Jointholder's last known address;</p> <p>(b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and</p>

	(c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.	(c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.
2.1(rrr)	Clause 17.2.2(d): deciding on the next course of action after the Trustee has suspended the sale and repurchase of Units pursuant to Clause 6.9.1; and	Clause 17.2.2(d) has been amended to: deciding on the next course of action after the Trustee has suspended the sale and repurchase of Units pursuant to Clause 6.9.3; and
2.1(sss)	Clause 17.4.1: The quorum required for a meeting of the Unit Holders shall be five (5) Unit Holders (irrespective of the Class of Units), whether present in person or by proxy, provided that if the Fund or a Class of Units has five (5) or less Unit Holders (irrespective of the Class of Units), the quorum required for a meeting of the Unit Holders of the Fund or a Class of Units shall be two (2) Unit Holders (irrespective of the Class of Units), whether present in person or by proxy; if the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation (irrespective of the Class of Units) of the Fund or the particular Class of Units, as the case may be, at the time of the meeting.	Clause 17.4.1 has been amended to: (a) The quorum required for a meeting of the Unit Holders of the Fund or a Class of Units, as the case may be, shall be five (5) Unit Holders (irrespective of the Class of Units), whether present in person or by proxy; however, if the Fund or a Class of Units, as the case may be, has five (5) or less Unit Holders (irrespective of the Class of Units), the quorum required for a meeting of the Unit Holders of the Fund or a Class of Units, as the case may be, shall be two (2) Unit Holders (irrespective of the Class of Units), whether present in person or by proxy. (b) If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty-five per centum (25%) of the Units in circulation (irrespective of the Class of Units) of the Fund or a particular Class of Units, as the case may be, at the time of the meeting. (c) If the Fund or a Class of Units, as the case may be, has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders of the Fund or a Class of Units, as the case may be.
2.1(ttt)	Nil.	A new Clause 17.4.1A and Clause 17.4.1B has been inserted: 17.4.1A The Unit Holders may participate in a Unit Holders' meeting by video- conference, web-based communication, electronic or such other communication facilities or technologies available from time to time and to vote at the Unit Holders' meeting. For the avoidance of doubt, the chairman of the meeting shall be present at the meeting either virtually or physically at the main venue of the Unit Holders' meeting.

		17.4.1B Participation by a Unit Holder in a Unit Holders' meeting by any of the communication facilities referred to in Clause 17.4.1A of this Deed shall be deemed as present at the said Unit Holders' meeting and shall be counted towards the quorum notwithstanding the fact that the Unit Holder is not physically present at the main venue of where the Unit Holders' meeting is to be held.
2.1(uuu)	<p>Clause 17.4.2:</p> <p>Unless otherwise prescribed by the relevant laws, a Unit Holders' meeting summoned pursuant to this Part 17 shall:</p> <p>(a) be held not later than two (2) months after the notice was given, at the time and place stipulated in the notice and advertisement (if any);</p> <p>(b) be chaired:</p> <p>(1) if the meeting was convened at the instance of the Unit Holders or the Trustee, by a person appointed by the Unit Holders present at the meeting, or where no such appointment is made, a nominee of the Trustee; or</p> <p>(2) if the meeting was convened at the instance of the Manager, by a person appointed by the Manager; and</p> <p>(c) be conducted in accordance with this Deed, or if this Deed is silent, as directed by the chairman of the meeting.</p>	<p>Clause 17.4.2 has been amended to:</p> <p>Unless otherwise prescribed by the relevant laws, a Unit Holders' meeting summoned pursuant to this Part 17 shall:</p> <p>(a) be held not later than two (2) months after the notice was given, at the time and place stipulated in the notice and advertisement (if any);</p> <p>(b) be chaired:</p> <p>(1) if the meeting was convened at the instance of the Unit Holders or the Trustee, by a person appointed by the Unit Holders present at the meeting, or where no such appointment is made, a nominee of the Trustee; or</p> <p>(2) if the meeting was convened at the instance of the Manager, by a person appointed by the Manager;</p> <p>(c) be conducted in accordance with this Deed, or if no provisions were made pursuant to this Deed, as directed by the chairman of the meeting; and</p> <p>(d) not be deemed to have proceeded for such period or periods where any of the communication facilities referred to in Clause 17.4.1A of this Deed have been disconnected. The chairman of the meeting may, at his absolute discretion, adjourn the meeting which had been disconnected and which cannot be reconnected within a reasonable time, to another date and time not being less than seven (7) days from the date of such meeting.</p>
2.1(vvv)	<p>Clause 17.4.18:</p> <p>The instrument appointing a proxy shall be duly stamped, if required, and deposited at the office of the Manager not less than forty-eight (48) hours</p>	<p>Clause 17.4.18 has been amended to:</p> <p>The instrument appointing a proxy shall be duly stamped, if required, and deposited at the office of the Manager not less than forty-eight (48) hours before the time appointed for the meeting or adjourned meeting as the case</p>

	before the time appointed for the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote.	may be at which the person named in such instrument proposes to vote. For the avoidance of doubt, the instrument appointing a proxy shall be deemed to be deposited at the office of the Manager if it is sent by e-mail or such other digital or electronic medium to the Manager at the e-mail address or such other digital or electronic medium notified by the Manager in the notice of meeting or adjourned meeting, as the case may be.												
2.1(www)	Nil.	A new Clause 22.2.3 has been inserted: The provisions in this Deed shall in no way be construed as derogating from or limiting any of the requirements of the Act, the Guidelines on Unit Trust Funds, the Guidelines on the Registration and Conduct of Capital Market Services Providers and the relevant laws.												
2.1(xxx)	Nil.	A new Division 22.11 has been inserted: DIVISION 22.11 Investments in Assets Which Depreciates in Value 22.11.1 The Manager shall make no provision for investments in assets which depreciates in value.												
2.1(yyy)	Section 2 of the First Schedule:	Section 2 of the First Schedule has been amended to:												
	<table border="1"> <thead> <tr> <th>Section</th> <th>Item</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>Name and Particulars of the Manager</td> <td>Affin Hwang Asset Management Berhad (Registration No. 199701014290), a company incorporated in Malaysia with its registered office at 27th Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur, Malaysia and its principal place of</td> </tr> </tbody> </table>	Section	Item	Details	2	Name and Particulars of the Manager	Affin Hwang Asset Management Berhad (Registration No. 199701014290) , a company incorporated in Malaysia with its registered office at 27 th Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur, Malaysia and its principal place of	<table border="1"> <thead> <tr> <th>Section</th> <th>Item</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>Name and Particulars of the Manager</td> <td>AHAM Asset Management Berhad (formerly known as <i>Affin Hwang Asset Management Berhad</i>) (Registration No.: 199701014290 (429786-T)), a company incorporated in Malaysia with its registered office at 3rd Floor, Menara Boustead, 69 Jalan</td> </tr> </tbody> </table>	Section	Item	Details	2	Name and Particulars of the Manager	AHAM Asset Management Berhad (formerly known as <i>Affin Hwang Asset Management Berhad</i>) (Registration No.: 199701014290 (429786-T)), a company incorporated in Malaysia with its registered office at 3 rd Floor, Menara Boustead, 69 Jalan
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			business at Ground Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur, Malaysia.				Raja Chulan, 50200 Kuala Lumpur and its principal place of business at Ground Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur.	
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