Affin Hwang Select Opportunity Fund ("Fund")

List highlighting the amendments from the deed dated 13 August 2001 as modified by the first supplemental deed dated 18 June 2007, the second supplemental deed dated 15 October 2008, the third supplemental deed dated 18 January 2012, the fourth supplemental deed dated 27 June 2014, the fifth supplemental deed dated 28 April 2017 and the sixth supplemental deed 5 October 2018 ("Principal Deed") and the seventh supplemental deed dated 6 October 2022 ("Seventh Supplemental Deed") in relation to the Fund.

| CLAUSE | PRINCIPAL DEED | SEVENTH SUPPLEMENTAL DEED |
|--------|----------------|---------------------------|
| | | SEVENTH SUPPLEMENTAL DEED |

General:

We are of the view that all of the proposed amendments to the Principal Deed as set out in the Seventh Supplemental Deed ("**Proposed Amendments**") will not materially prejudice the unit holders' interests as there is no:

- 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,

("Material Prejudice Circumstances"),

as a result of the Proposed Amendments.

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: 21 December 2021) ("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").

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 ("Significant Change Circumstances").

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.

| 2.1(a) | Existing name of the Manager: | New name of the Manager: |
|--------|-------------------------------------|------------------------------|
| | Affin Hwang Asset Management Berhad | AHAM Asset Management Berhad |
| 2.1(b) | Existing name of the Fund: | New name of the Fund: |
| | Affin Hwang Select Opportunity Fund | AHAM Select Opportunity Fund |

| 2.1(c) | Definition of "Act": | Definition of "Act" has been amended to: |
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| | "Act" means the Securities Commission Act, 1993 as may be amended from time to time; | "the Act" means the Capital Markets and Services Act 2007 as may be amended from time to time; |
| 2.1(d) | Nil. | A new definition of "approved accounting standards" has been inserted: |
| | | "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; |
| 2.1(e) | Definition of "Business Day": | Definition of "Business Day" has been amended to: |
| | "Business Day" means a day on which the Bursa Malaysia is open for trading; | "Business Day" means a day on which Bursa Malaysia is open for trading unless otherwise provided for in the Prospectus; |
| 2.1(f) | Nil | A new definition of "financial institution" has been inserted: |
| | | "financial institution" means: |
| | | (a) if the institution is in Malaysia: |
| | | (i) licensed bank; |
| | | (ii) licensed investment bank; or |
| | | (iii) licensed Islamic bank; or |
| | | (b) if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services; |
| 2.1(g) | Nil. | A new definition of "financial statements" under has been inserted: |
| | | "financial statements" has the meaning as set out in the approved accounting standard issued or approved by the Malaysian Accounting Standards Board pursuant to the Financial Reporting Act 1997; |
| 2.1(h) | Nil. | A new definition of "fund manager" has been inserted: |
| | | "fund manager" means a person who undertakes the fund management function, or part thereof, for the Fund and who is either: |
| | | (a) a holder of a capital markets services licence for the regulated activity of fund management; or |

| | | (b) in the case of a company outside Malaysia, a person properly licensed or authorised by the relevant regulator in its home jurisdiction to carry out fund management activities; |
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| 2.1(i) | Definition of "independent member": | Deleted. |
| | "independent member", in relation to the Board of Directors of the Manager or to the Investment Committee of the Fund, refers to a person who is not in any way related to the Manager or its shareholders and who is free of any relationship that would interfere with his exercise of independent judgement; | |
| 2.1(j) | Definition of "licensed institution": | Definition of "licensed institution" has been amended to: |
| | "licensed institution" means any institution licensed or deemed to be licensed under the Banking and Financial Institution Act 1989; | "licensed bank" has the meaning assigned to it in the Financial Services Act 2013; |
| 2.1(k) | Nil. | A new definition of "licensed investment bank" has been inserted: |
| | | "licensed investment bank" has the meaning assigned to it in the Financial Services Act 2013; |
| 2.1(l) | Nil. | A new definition of "licensed Islamic bank" has been inserted: |
| | | "licensed Islamic bank" has the meaning assigned to it in the Islamic Financial Services Act 2013; |
| 2.1(m) | Definition of "report of the Fund": | Definition of "report of the Fund" has been amended to: |
| | "report of the Fund" means any annual report and interim report of the Fund; | "report of the Fund" means any annual report and semi-annual report of the Fund; |
| 2.1(n) | Definition of "the SC": | Definition of "the SC" has been amended to: |
| | "SC" means the Securities Commission established under the Act; | "SC" means the Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993; |
| 2.1(o) | The definition of "Special Resolution": | The definition of "Special Resolution" has been amended to: |
| | "Special Resolution" means a resolution passed at a meeting of Unit Holders of the Fund duly convened and held in accordance with the provisions contained in Article 18 and carried by a majority consisting of not less than three-fourths of the Unit Holders voting thereat upon a show of hands or if a poll is duly demanded and taken by a majority consisting of not less than three-fourths on number of votes given on such poll; | "Special Resolution" means a resolution passed at a meeting of Unit Holders duly convened in accordance with this Deed by a majority of not less than three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, "three-fourths (3/4) of the Unit Holders present and voting" means three-fourths (3/4) of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund, "Special Resolution" means a resolution passed at a meeting of Unit Holders duly convened in accordance with this Deed by a majority in number representing at |

| | | least three-fourths (3/4) of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy; |
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| 2.1(p) | Clause 2.4.1: | Clause 2.4.1 has been amended to: |
| | It shall be the principal duty of the Manager to manage and administer the Fund and its business in a proper, diligent and efficient manner in accordance with this Deed, the Act, the Guidelines, the SC Requirements and all other laws relating to securities, and acceptable and efficacious business practice within the unit trust industry. | It shall be the principal duty of the Manager to manage and administer the Fund and its business in a proper, diligent and efficient manner in accordance with the provisions and covenants of this Deed, the Act, the Prospectus, the Guidelines, the SC Requirements and all relevant laws. |
| 2.1(q) | Clause 2.4.3: | Clause 2.4.3 has been amended to: |
| | 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. | The Manager shall exercise the degree of care and diligence that a reasonable person would exercise in the position of the Manager in managing the Fund, and effectively employ the resources and procedures necessary for the proper performance of the Fund. |
| 2.1(r) | Clause 2.4.4: | Clause 2.4.4 has been amended to: |
| | The Manager shall take all necessary steps to ensure that the assets of the Fund are adequately protected and properly segregated. | 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. |
| 2.1(s) | Clause 2.4.21: | Clause 2.4.21 has been amended to: |
| | The Manager shall lodge with the SC the annual reports of the Fund and the annual report of the Manager within such time as may be required by the SC Requirements. | The Manager shall lodge with the SC the annual report of the Fund and the audited annual report of the Manager and deliver to the SC any semi-annual report of the Fund within such time as may be required by the SC Requirements. |
| 2.1(t) | Clause 2.4.23: | Clause 2.4.23 has been amended to: |
| | The Manager shall: | The Manager shall: |
| | (a) send to every Unit Holder of the Fund without charge a copy of the annual report of the Fund within such time as may be required by the SC Requirements; and | (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 |
| | (b) where a Unit Holder of the Fund requests the annual report of the Manager or any additional copies of the annual report of the Fund, send to the Unit Holder the report requested within such time as may be required by the SC Requirements and upon payment to the Manager of a reasonable sum as may be determined by the Manager. | (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 SC Requirements and upon payment to the Manager of a reasonable sum as may be determined by the Manager. |
| 2.1(u) | Clause 2.4.24: | Clause 2.4.24 has been amended to: |

| | The Manager shall ensure that financial statements required to be lodged with or delivered to the SC or required for distribution to any Unit Holder relating to the Fund shall comply with approved accounting standards. | The Manager shall ensure that financial statements required to be lodged with or delivered to the SC or required for distribution to any Unit Holder relating to the Fund shall comply with approved accounting standards, this Deed and the SC Requirements 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 Financial Year of the Fund. |
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| 2.1(v) | Clause 2.4.26: | Clause 2.4.26 has been amended to: |
| | The Manager shall ensure that financial statements required to be lodged with or delivered to the SC or required for distribution to any Unit Holder relating to the Fund shall comply with approved accounting standards. | The Manager shall summon a meeting of Unit Holders of the Fund 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. |
| 2.1(w) | Nil. | A new Clause 2.4.27 has been inserted: |
| | | The Manager shall: |
| | | (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; |
| | | (b) conduct all transactions for the Fund on an arm's length basis; |
| | | (c) appoint a compliance officer who shall directly report to the board of directors of the Manager; |
| | | (d) 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; |
| | | (e) establish, implement and maintain a risk management framework that |

| | | commensurate with its business; |
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| | | (f) 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; |
| | | (g) 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 (e) and (f); |
| | | (h) establish, implement and maintain policies and procedures to ensure proper records are in place in relation to the Fund's valuation and pricing; and |
| | | (i) maintain an internal audit function to report on the adequacy, effectiveness and efficiency of the management, operations, risk management and internal controls. |
| 2.1(x) | Clause 2.5.3: | Clause 2.5.3 has been amended to: |
| | Subject to the approval of the SC, the Manager shall have the power to retire in favour of some other corporation and as necessary under any written law upon giving to the Trustee twelve (12) months' notice in writing of its desire so to do, or such lesser time as the Manager and the Trustee may agree, and subject to the fulfilment of the following conditions: | The Manager shall have the power to retire in favour of some other corporation and as necessary under any relevant law upon giving to the Trustee twelve (12) months' notice in writing of its desire so to do, or such lesser time as the Manager and the Trustee may agree upon, and subject to the fulfilment of the following conditions: |
| | (a) the retiring Manager shall appoint such corporation by writing under the seal of the retiring Manager as Manager of the Fund in its stead and assign to such appointees all its rights and duties as Manager of the Fund; | (a) the retiring Manager shall appoint such corporation by writing under the seal of the retiring Manager as the management company of the Fund in its stead and assign to such corporation all its rights and duties as management company of the Fund; |
| | (b) such corporation shall enter into such deed or deeds as are referred to in Clause 2.5.2; | (b) such corporation shall enter into such deed or deeds as are referred to in Clause 2.5.2; and |
| | (c) upon the payment to the Trustee of all sums due from the retiring Manager to the Trustee hereunder at the date of such retirement, the retiring Manager shall be absolved and released from all further obligations hereunder but without prejudice to the rights of the Trustee or of any Unit Holder or other person in respect of any act or omission | (c) upon the payment to the Trustee of all sums due from the retiring Manager to the Trustee hereunder at the date of such retirement, the retiring Manager shall be absolved and released from all further obligations hereunder but without prejudice to the rights of the Trustee or of any of the Unit Holder or other person in respect of any act or omission on the part of the retiring Manager prior to such retirement and the new management |
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| | on the part of the retiring Manager prior to such retirement and the new corporation may and shall thereafter exercise all the powers and enjoy all the rights and shall be subject to all the duties and obligations of the Manager hereunder as fully as though such new corporation had been originally a party to this Deed. | company may and shall thereafter exercise all the powers and enjoy all the rights and shall be subject to all the duties and obligations of the Manager hereunder as fully as though such new management company had been originally a party to this Deed. |
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| 2.1(y) | Clause 3.2.2: | Clause 3.2.2 has been amended to: |
| | The Trustee shall act with due care, skill, diligence and vigilance, and act in accordance with this Deed, the Guidelines, the Regulations and all other laws relating to securities in carrying out its duties and responsibilities. | 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, the Guidelines and all relevant laws. |
| 2.1(z) | Clause 3.2.3: | Clause 3.2.3 has been amended to: |
| | The Trustee shall take into its custody or under its control (in the event of any delegation of custody) the investments of the Fund and hold the same in trust for the Unit Holders in accordance with this Deed, the Act, Guidelines and such provisions as may be specified by the SC. The investments shall be registered in the name of or to the order of the Trustee. | 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 relevant laws. Where assets are registrable, such 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 and take all steps to ensure that it can assert rights of ownership or control over such assets. |
| 2.1(aa) | Clause 3.2.4: | Clause 3.2.4 has been amended to: |
| | 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 Act, the Guidelines and all other laws relating to securities, and acceptable and efficacious business practice within the unit trust industry. | 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. |
| 2.1(bb) | Clause 3.2.5: | Clause 3.2.5 has been amended to: |
| | In ensuring compliance with the requirements of the aforesaid, and in safeguarding the interests of the Unit Holders and investors, the Trustee shall conduct independent reviews and not only depend on the information submitted by the Manager: | In ensuring compliance with the requirements of the aforesaid, and to safeguard the interests of the Unit Holders, the Trustee shall: |
| | | (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; |

| | | (b) take all reasonable steps to ensure fair treatment of Unit Holders; |
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| | | (c) not gain an advantage for itself or another person; |
| | | (d) not cause detriment to Unit Holders; |
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| | | (e) 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; |
| | | (f) 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; |
| | | (g) carry out any other duties or responsibilities as may be specified by the SC; and |
| | | (h) 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. |
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| 2.1(cc) | Clause 3.2.6: | Clause 3.2.6 has been amended to: |
| | The Trustee shall ensure that it 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 accordingly and/or to summon a Unit Holders' meeting for the purpose of giving such instructions to the Trustee/Manager as the meeting thinks proper. | The Trustee shall ensure that it is fully informed of the investment management 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. |

| 2.1(dd) | Clause 3.2.7: | Clause 3.2.7 has been amended to: |
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| | The Trustee shall: | The Trustee shall: |
| | (a) satisfy itself that the provisions of the Prospectus do not contain any matter which is inconsistent with the provisions and covenants of this Deed; | (a) satisfy itself that the provisions of the Prospectus do not contain any matter which is inconsistent with the provisions and covenants of this Deed; |
| | (b) exercise reasonable diligence to ascertain whether the Manager has committed any breach of the provisions or covenants of this Deed or has contravened any of the provisions of the Act; | (b) 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; |
| | (c) do everything in its power to ensure that the Manager remedies any breach known to the Trustee of the provisions or covenants of this Deed unless the Trustee is satisfied that the breach will not materially prejudice the interests of the Unit Holders; | (c) 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 the Trustee is satisfied that such breach will not materially prejudice the interests of the Unit Holders; and |
| | (d) notify the SC as soon as practicable of any irregularity, any breach of the provisions or covenants of this Deed, any contravention of the provisions of the Act, or any inconsistency between the contents of the Prospectus and the provisions or covenants of this Deed which, in the opinion of the Trustee, may indicate that the interests of the Unit Holders are not being served. | (d) notify the SC as soon as practicable of any irregularity, any breach of the provisions of this Deed or the relevant 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(ee) | Clause 3.2.10: | Clause 3.2.10 has been amended to: |
| | The Trustee shall ensure that the sale, repurchase, creation and cancellation of Units are carried out in accordance with this Deed, the Act, the Guidelines and all other laws relating to securities. | The Trustee shall not hold Units or have other interests in the Fund and any funds under the Fund. |
| 2.1(ff) | Clause 3.2.12: | Clause 3.2.12 has been amended to: |
| | (a) 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 investments of the Fund. | The Trustee shall take all steps to effect any instruction properly given by the Manager in relation to the: (a) acquisition or disposal of, or the exercise of the rights attaching to the assets of the Fund; and |
| | | (b) creation, cancellation and dealing in Units of the Fund, |
| | | in so far where such instruction is not contrary to any requirement of this Deed, the Prospectus or the relevant laws. |

| 2.1(gg) | (e) Nil. | A new Clause 3.2.14A has been inserted: |
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| | | 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: |
| | | (a) call a meeting of Unit Holders; |
| | | (b) inform the Unit Holders of the failure at the meeting of Unit Holders; |
| | | (c) submit proposals for the protection of interests of Unit Holders; and |
| | | (d) ask direction from Unit Holders in relation to the matter. |
| | | 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. |
| 2.1(hh) | Clause 3.2.19: | Clause 3.2.19 has been amended to: |
| | 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. | 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. |
| 2.1(ii) | Article 4: | Article 4 has been amended to: |
| | ARTICLE 4. INVESTMENT COMMITTEE | ARTICLE 4 : OVERSIGHT ON THE OPERATION AND MANAGEMENT OF THE FUND |
| | PART 4.1 Appointment of Investment Committee 4.1.1 The Manager shall appoint an Investment Committee for the Fund consisting of such number of individuals as shall comply with the SC Requirements. Accordingly, notwithstanding: | PART 4.1 Oversight Function 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 internal investment restrictions and policies and the relevant laws. |
| | that there may be several committees acting for each and every unit trust scheme managed and administered by the Manager; and | 4.1.2 The roles and responsibilities of the person(s) or members of a committee undertaking the oversight function shall include the following: |
| | | (a) ensuring that the investment strategies selected are properly and efficiently implemented by the Manager or the fund |
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(b) that certain members may act for more than one (1) committee of the unit trust schemes managed and administered by the Manager,

the Investment Committee so appointed shall act separately and independently for the Fund in respect of which it was appointed.

PART 4.2 Members of Investment Committee

- 4.2.1 The appointment of a member of the Investment Committee of the Fund shall be made in accordance with the Act and the Guidelines.
- 4.2.2 The Manager shall notify the SC of the resignation of any member of an Investment Committee of the Fund (otherwise than under Clause 4.2.3) within such time as may be required by the SC Requirements.
- 4.2.3 Where a member of an Investment Committee becomes subject to any disqualification under any relevant legislation or the Guidelines or otherwise becomes unfit to hold office, the Manager shall ensure that the member resigns from the position immediately.
- 4.2.4 The Investment Committee for the Fund shall consist of such number of independent members as may be required by the SC Requirements. 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 and investors.
- 4.2.5 Each independent member of the Investment Committee for the Fund shall be entitled to a remuneration of up to a maximum of Ringgit Malaysia Twelve Thousand (RM12,000.00) per annum at the discretion of the Manager; such remuneration shall be payable in arrears out of the Fund.

PART 4.3 Role, Powers and Duties of the Investment Committee

- 4.3.1 The role of the Investment Committees of the Fund is to formulate, implement and monitor the investment management policies of the Fund consistent with:
 - (a) the objectives of the Fund as set out in item 5 of Annexure 1;

manager (if any);

- (b) actively monitoring, measuring and evaluating the fund management performance of the Manager or the fund manager (if any); and
- (c) approving the appointment of a broker or dealer.

| (b) this Deed; | |
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| (c) the Act, the Guidelines any written laws; and | |
| (d) acceptable and efficacious business practice within the unit trust industry; | |
| 4.3.2 The Investment Committee of the Fund shall act with due care, skill and diligence in carrying out their duties and responsibilities. | |
| Clause 5.2.1: | Clause 5.2.1 has been amended to: |
| Subject to the provisions of this Deed, the Manager may delegate any function to any person with prior approval of the Trustee and the SC. | The Manager shall notify the relevant authorities in writing in respect of the delegation of its material functions to any person. For the avoidance of doubt, the Manager may appoint a fund manager to undertake its fund management function with the prior notification to the relevant authorities in writing. |
| Clause 5.2.2: | Clause 5.2.2 has been amended to: |
| Subject to the provisions of this Deed, the Trustee may delegate to any person the function of custody of the investments of the Fund with the prior approval of the SC. However, the Trustee may not delegate this function unless there are adequate arrangements to prevent the delegate from releasing the custody or control of the investments of the Fund without the prior consent of the Trustee. | Subject to the provisions of this Deed, the Trustee may delegate to any person the function of custody of the assets of the Fund; the Trustee may not delegate this function unless there are adequate arrangements to prevent the delegate from releasing the custody or control of the assets of the Fund without the prior consent of the Trustee. |
| Clause 5.2.7: | Clause 5.2.7 has been amended to: |
| The remuneration of any delegate of the Trustee in relation to the custody of the investments of the Fund may be charged to the Fund. | The remuneration of any delegate of the Trustee in relation to the custody of the foreign assets of the Fund may be charged to the Fund. |
| Clause 5.4.1: | Clause 5.4.1 has been amended to: |
| The Manager and the Trustee and any delegate thereof shall avoid conflicts of interest arising or, if conflicts arise, shall ensure that the Fund is not disadvantaged by the transaction concerned. | The Manager and the Trustee and any delegate thereof shall avoid any conflicts of interest. Where a conflict cannot be avoided, appropriate safeguards shall be put in place to protect the interests of the Unit Holders and to ensure that the Fund is not disadvantaged by the transaction concerned. |
| Clause 5.4.3(a): | Clause 5.4.3(a) has been amended to: |
| the related party is a licensed institution or other institution licensed or approved to accept deposits; and | the related party is a financial institution or other institution licensed or approved to accept deposits; and |
| | (c) the Act, the Guidelines any written laws; and (d) acceptable and efficacious business practice within the unit trust industry; 4.3.2 The Investment Committee of the Fund shall act with due care, skill and diligence in carrying out their duties and responsibilities. Clause 5.2.1: Subject to the provisions of this Deed, the Manager may delegate any function to any person with prior approval of the Trustee and the SC. Clause 5.2.2: Subject to the provisions of this Deed, the Trustee may delegate to any person the function of custody of the investments of the Fund with the prior approval of the SC. However, the Trustee may not delegate this function unless there are adequate arrangements to prevent the delegate from releasing the custody or control of the investments of the Fund without the prior consent of the Trustee. Clause 5.2.7: The remuneration of any delegate of the Trustee in relation to the custody of the investments of the Fund may be charged to the Fund. Clause 5.4.1: The Manager and the Trustee and any delegate thereof shall avoid conflicts of interest arising or, if conflicts arise, shall ensure that the Fund is not disadvantaged by the transaction concerned. Clause 5.4.3(a): the related party is a licensed institution or other institution licensed or |

| 2.1(00) | Clause 5.4.7: | Clause 5.4.7 has been amended to: |
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| | The appointment of renewal of any investment manager or investment adviser related to the Manager shall be in accordance with the SC Requirements. | The appointment or renewal of appointment of any fund manager or investment adviser related to the Manager shall be in accordance with the SC Requirements. |
| 2.1(pp) | Clause 5.4.8: | Clause 5.4.8 has been amended to: |
| | The prior approval of the Investment Committee of the Fund shall be obtained before the use of any broker in buying, selling or otherwise dealing with the investments for or of the Fund. | The use of any broker, dealer or financial institution in buying, selling or otherwise dealing with the assets of the Fund shall not exceed such limit as may be prescribed by the relevant laws. |
| 2.1(qq) | Clause 5.4.9: | Clause 5.4.9 has been amended to: |
| | In approving any broker pursuant to Clause 5.4.8, the Investment Committee of the Fund: | |
| | (a) shall be satisfied that the dealings for or of the Fund will be effected by the broker on terms which are the best available for the Fund ("best execution" basis); and | 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"). |
| | (b) shall prescribe a limit on the proportion of the broker's dealings for or of the Fund in value. | |
| 2.1(rr) | Clause 5.4.10: | Deleted. |
| | In prescribing a limit under paragraph (b) of Clause 5.4.9, the Investment Committee for the Fund shall consider: | |
| | (a) the capabilities and services of the broker concerned; and | |
| | (b) the desirability of keeping a good spread of brokers for the Fund. | |
| 2.1(ss) | Clause 5.4.11: | Deleted. |
| | Notwithstanding Clauses 5.4.9 and 5.4.10, the use of any broker for the Fund (whether related to the Manager or the Trustee or any delegate thereof or otherwise) shall not, in value, exceed such limits as may be prescribed by the SC Requirements. | |
| 2.1(tt) | Clause 5.4.14: | Clause 5.4.14 has been amended to: |
| | Notwithstanding Clause 5.4.13, goods and services ("soft commissions") from any broker may be retained by the Manager or any delegate thereof, but | 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: |

| | only if the goods and services are of demonstrable benefit to the Unit Holders and: (a) dealings by the broker for the Fund are executed on terms which are the best available for the Fund ("best execution" basis); (b) the Manager's or delegate's intention to, or practice of, retaining soft commission is adequately disclosed in the Prospectus; and (c) The Manager's or delegate's soft commission practices are adequately disclosed in the reports of the Fund; which disclosure shall include a description of the goods and service received by the Manager or delegate. | (a) the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services; (b) any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and (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. |
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| 2.1(uu) | Clause 5.4.15: | Clause 5.4.15 has been amended to: |
| | The Manager and the Trustee shall ensure that all dealings in the investments of the Fund are appropriate to the Fund and consistent with: | The Manager and the Trustee shall ensure that all dealings in the assets of the Fund are appropriate to the Fund and consistent with: |
| | (a) the objectives of the Fund as set out item 5 of Annexure 1; | (a) the objective of the Fund as set out in item 5 of Annexure 1 hereto; and |
| | (b) this Deed, the Act, the Guidelines and all other laws relating to securities; and | (b) this Deed, the Act, the Guidelines and all other laws relating to securities. |
| | (c) acceptable and efficacious business practice within the unit trust industry. | |
| 2.1(vv) | Part 6.1: | Deleted. |
| | PART 6.1 Size | |
| | 6.1.1 The initial size of the Fund is as specified in item 7 of Annexure 1 hereto. | |
| | 6.1.2 The Manager shall obtain the approval of the Trustee and the SC for any increase in the initial size of the Fund beyond that stated in Clause 6.1.1 and the subsequent increase in size once approved shall be by deed supplement to this Deed. | |

| 2.1(ww) | Clause 6.8.6: | Clause 6.8.6 has been amended to: |
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| | Subject to the SC Requirements, a Unit Holder may return Units to the Manager and request a refund on his investment in an amount determined in accordance with and disclosed in the Prospectus provided that such return is effected during the cooling-off period stated in the Prospectus. | Subject to the SC Requirements, 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 provided that such return is effected during the cooling-off period stated in the Prospectus. |
| 2.1(xx) | Clause 6.8.7: | Deleted. |
| | It is hereby declared that no Units of the Fund shall be issued and sold by the Manager on the basis of the Prospectus later than such time as may be prescribed by the SC Requirements. | |
| 2.1(yy) | Clause 6.9.1: | Clause 6.9.1 has been amended to: |
| | Subject to Part 6.10, 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. | Subject to Part 6.10, 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. |
| 2.1(zz) | Part 6.10: | Part 6.10 has been amended to: |
| | PART 6.10 Suspension of Sale and/or Repurchase of Units | PART 6.10 Suspension of Sale and/or Repurchase of Units |
| | | 6.10.1 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. |
| | | 6.10.2 The Manager shall cease the suspension as soon as practicable after the circumstances in Clause 6.10.1 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 |

| | | 6.10.3 | 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. The Trustee may suspend the sale and/or repurchase of Units, if the Trustee, on its own accord, considers that an event under Clause 6.10.1 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. |
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| 6.10.1 | Where the Manager requests the Trustee to cancel Units of the Fund to satisfy a repurchase request, and the Trustee considers that it is not in the interests of the existing Unit Holders of the Fund to permit the investments of the Fund to be sold or that the investments cannot be liquidated at an appropriate price or on adequate terms, the Trustee shall suspend the sale and/or repurchase of Units of the Fund and immediately call a Unit Holders' meeting to decide on the next course of action. | | |
| 6.10.2 | The suspension of the sale and/or repurchase of units of the Fund pursuant to Clause 6.10.1 shall only be carried out if the interests of the Unit Holders or the potential Unit Holders of the Fund would, in so far as the Trustee is concerned, be materially affected if the sale and/or repurchase of Units of the Fund were not suspended. | | |
| 6.10.3 | Other that the situation described in Clause 6.10.1, 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 or investors. In such a case, the period of the suspension shall not exceed such time as may be prescribed by any relevant law unless the consent of the Unit Holders has been obtained. | 6.10.4 | The Manager shall immediately notify the SC in writing if the sale and/or repurchase of Units is suspended, including any extension |
| 6.10.4 | The Trustee shall immediately notify the SC in writing if the sale and/or repurchase of Units of the Fund is suspended (whether | | of suspension, stating the reason for the suspension or extended suspension, as the case may be. |

| | pursuant to Clause 6.10.1 or Clause 6.10.3), stating the reason for the suspension. | 6.10.5 The Trustee shall not create or cancel Units during the period in which the sale and/or repurchase of Units is suspended. |
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| | 6.10.5 The Trustee shall not create or cancel Units during the period in which the sale and/or repurchase of Units of the Fund is suspended. | 6.10.6 Before resuming the sale and/or repurchase of Units after any suspension, the Manager shall notify the SC in writing of the proposed resumption and the date of the proposed resumption. |
| | 6.10.6 Before resuming the sale and/or repurchase of Units after any suspension, the Manager shall notify the SC in writing of the proposed resumption and the date of the proposed resumption. | 6.10.7 All suspended requests for sale and/or repurchase shall be carried forward automatically to the first Business Day after the lifting of the suspension provided always that the Manager may permit a withdrawal of such requests at any time after the commencement of |
| | 6.10.7 All suspended requests for sale and/or repurchase shall be carried forward automatically to the first Business Day after the lifting of the suspension provided always that the Manager may permit a withdrawal of such requests at any time after the commencement of suspension and before the lifting of the suspension. The selling and/or repurchase price shall be based on the Net Asset Value per Unit of the Fund as at the next valuation point after the suspension is lifted. | suspension and before the lifting of the suspension. The selling and/or repurchase price shall be based on the Net Asset Value per Unit of the Fund as at the next valuation point after the suspension is lifted. |
| 2.1(aaa) | Clause 6.12.1: | Clause 6.12.1 has been amended to: |
| | The Manager or its nominees shall not hold any Units of the Fund other than when complying with repurchase requests and/or in creating new Units of the Fund to meet requests for Units by investors, subject to such maximum as may be prescribed by the SC Requirements. | 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. |
| 2.1(bbb) | Clause 6.13.2: | Clause 6.13.2 has been amended to: |
| | The Manager may carry out valuations more often than prescribed if it considers the valuation desirable. In any case, the selling and repurchase price of a Unit of the Fund shall be based on the latest Net Asset Value per Unit of the Fund. | The Manager may carry out valuations more often than prescribed if it considers the valuation desirable. In any case, the selling and repurchase price of a Unit shall be the Net Asset Value per Unit as at the next valuation point after the request for sale or repurchase of Units is received by the Manager. |
| 2.1(ccc) | Part 6.15: | Part 6.15 has been amended to: |
| | PART 6.15 | PART 6.15 |
| | Publication of Prices | Publication of the NAV per Unit |
| | 6.15.1 Subject to any variations or exemptions which may be granted by the relevant authorities, the Manager must publish the Net Asset | 6.15.1 The Manager shall publish the Net Asset Value per Unit of the Fund at least once on every Business Day or at such frequency or time as may be allowed by the relevant authorities. |
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| | Value per Unit of the Fund daily in at least one (1) national Bahasa Malaysia newspaper and one (1) national English newspaper. (a) the selling price of Units, (b) the repurchase price of Units, and (c) the Net Asset Value per Unit of the Fund, rounded down to four (4) decimal places for the sake of convenience, daily in at least one (1) national language newspaper and one (1) national English newspaper. | |
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| 2.1(ddd) | Clause 7.2.1: | Clause 7.2.1 has been amended to: |
| | Unless otherwise permitted by the SC from time to time and at any time, the investment restrictions and limits in respect of the Fund shall be as set out in the First Schedule hereto. | Subject to any exemption or variation which may be granted by the relevant authorities from time to time, the investment restrictions and limits of the Fund shall be as set out and adequately disclosed in the Prospectus. |
| 2.1(eee) | Clause 7.2.2: | Clause 7.2.2 has been amended to: |
| | Notwithstanding the investment restrictions and limits set out in the First Schedule hereto, the value of the investments and participation of the Fund may exceed such restrictions and limits with the prior approval of the SC provided that the restrictions and limits have been adequately disclosed in the Prospectus. | Notwithstanding the investment restrictions and limits set out and disclosed in the Prospectus, and subject to Clause 7.2.4, the value of the investments and participation of the Fund may exceed the restrictions and limits prescribed by any relevant law if: |
| | | (a) there has been adequate disclosure in a supplementary or replacement prospectus; |
| | | (b) there is no departure from the objective of the Fund; and |
| | | (c) the prior approval of the relevant authorities has been obtained. |
| 2.1(fff) | Clause 7.2.4: | Clause 7.2.4 has been amended to: |
| | 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 its investments and instruments. However, a five per centum (5%) allowance in excess of any restriction or limit may be permitted where the restriction or limit is breached through the appreciation in value of the investments/instruments of the Fund due to market movements. | 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 its investments and 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. |

| 2.1(ggg) | Nil. | A new Clause 8.1.1A has been inserted: |
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| | | 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. |
| 2.1(hhh) | Clause 11.1.6: | Clause 11.1.6 has been amended to: |
| | Any Unit Holder of the Fund may request the Manager to furnish him with an extract copy of the Register 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 fees as the Manager may require cause any copy so requested to be sent to that person within a reasonable time. | 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. |
| 2.1(iii) | Clause 11.2.2: | Clause 11.2.2 has been amended to: |
| | The Manager shall deliver to the SC a notice of the location of the office where any branch register is kept and of any change of its location, an 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 SC Requirements. | The Manager shall deliver to the SC 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 SC Requirements or relevant laws. |
| 2.1(jjj) | Clause 12.4.1: | Clause 12.4.1 has been amended to: |
| | All duly registered Unit Holders shall be entitled to the benefit of and shall be bound by the provisions of this Deed for so long as they remain duly registered Unit Holders. | All duly registered Unit Holders shall be entitled to the benefit of and shall be bound by the provisions of this Deed for so long as they remain duly registered Unit Holders. This Deed is binding on each Unit Holder as if the Unit Holder has been a party to it. |
| 2.1(kkk) | Nil. | A new Clause 12.4.1A has been inserted: |
| | | A Unit Holder shall be entitled to take all necessary action, proceedings and/or steps against: |
| | | (a) the Manager for any breach of its duties as set out in the Act and the Guidelines; and |
| | | (b) the Trustee for any breach of its duties as set out in the Act, the Guidelines and the Guidelines on the Registration and Conduct of Capital |

| | | Market Services Providers. |
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| 2.1(III) | Clause 13.1.1: | Clause 13.1.1 has been amended to: |
| | The Fund hereby created shall commence on the Commencement Date and shall continue until determined by the Trustee in accordance with the provisions hereinafter contained. | The Fund hereby created shall commence on the Commencement Date and shall continue until determined in accordance with the provisions hereinafter contained. |
| | | Notwithstanding the aforesaid, the Manager may in consultation with the Trustee, determine the trust hereby created and wind up the Fund without having to obtain the prior approval of the Unit Holders upon the occurrence of any of the following events: |
| | | (a) if any new law shall be passed which renders it illegal; or |
| | | (b) if in the reasonable opinion of the Manager it is impracticable or inadvisable to continue the Fund and the termination of the Fund is in the best interests of the Unit Holders. |
| | | If the Fund is left with no Unit Holder, the Manager shall also be entitled to terminate the Fund. |
| 2.1(mmm) | Clause 13.3.1(a): | Deleted. |
| | as soon as practicable give to every Unit Holder notice of such determination; | |
| 2.1(nnn) | Clause 13.3.2: | Clause 13.3.2 has been amended to: |
| | In the event of the trusts hereby created being determined, the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager | In the event of the trust hereby created being terminated: |
| | 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 | (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; |
| | care and diligence required of a trustee as contemplated by this Deed, the Act, the Guidelines and all other relevant laws. | (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, the Act, the Guidelines and all relevant laws; |
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| | | (c) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and |
| | | (d) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law. |
| 2.1(000) | Clause 14.1.5: | Clause 14.1.5 has been amended to: |
| | The Manager may not charge an annual Management Fee at rates higher than that disclosed in a previous Prospectus unless: | The Manager may not charge an annual management fee at a rate higher than that disclosed in the Prospectus unless: |
| | (a) the Manager has come to an agreement with the Trustee on the higher rates in accordance with Clause 14.1.3; | (a) the Manager has come to an agreement with the Trustee on the higher rate; |
| | (b) the Manager has notified the Unit Holders of the higher rates and the date on which such higher rates are to become effective; | (b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; such time as may be prescribed by any relevant law shall have elapsed since the notice is sent; |
| | (c) a new or supplementary Prospectus stating the higher rates is issued thereafter; and | (c) a supplemental/replacement prospectus stating the higher rate is registered, lodged and issued; and |
| | (d) such time as may be prescribed by the SC Requirements shall have elapsed since the new or supplemental Prospectus is issued. | (d) such time as may be prescribed by the SC Requirements shall have elapsed since the date of the supplemental/replacement prospectus. |
| 2.1(ppp) | Nil | A new Clause 14.2.4A has been inserted: |
| | | The Trustee may not charge an annual trustee fee at a rate higher than that disclosed in the Prospectus unless: |
| | | (a) the Manager has come to an agreement with the Trustee on the higher rate; |
| | | (b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; such time as may be prescribed by any relevant law shall have elapsed since the notice is sent; |
| | | (c) a supplemental/replacement prospectus stating the higher rate is registered, lodged and issued; and |
| | | (d) such time as may be prescribed by any relevant law shall have elapsed since |

| | | the date of the supplemental/ replacement prospectus. |
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| 2.1(qqq) | Clause 14.3.1(d): fees for the valuation of any investments of the Fund by independent valuers for the benefit of the Fund; | Deleted. |
| 2.1(rrr) | Nil. | A new Clause 14.3.1(g) has been inserted: costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation. |
| 2.1(sss) | Clause 15.2.13: Subject to Clause 15.2.4, 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 income/dividends, further Units and/or unit splits, in every distribution of income. In this regard, the Manager shall also declare in the statement. (a) The Net Asset Value per Unit prior to and subsequent to the distribution; and (b) the effect of the distribution on the selling price and repurchase price if Units of the Fund in question. | Clause 15.2.13 has been amended to: Subject to Clause 15.2.14, 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: (a) the total returns of the Fund; and (b) the Net Asset Value per Unit prior to, and subsequent to the distribution. |
| 2.1(ttt) | Clause 15.2.14: In the case of a distribution of income which does not coincide with the end of a Financial Year, the Manager may choose not to send the statement referred to in Clause 15.2.13 provided always that the same information is published in an advertisement in accordance with the SC Requirements. | Clause 15.2.14 has been amended to: In the case of an interim distribution, the Manager may choose not to send the statement referred to in Clause 15.2.13 provided always that the same information is published in the Manager's website in accordance with the SC Requirements. |
| 2.1(uuu) | Clause 16.1.3: an interim report of the Fund should be distributed to the Unit Holders within such time as may be prescribed by the SC Requirements. Printed copies of the report shall be delivered to the SC within such time as may be prescribed by the SC Requirements. | Clause 16.1.3 has been amended to: A semi-annual report of the Fund should be distributed to the Unit Holders within such time as may be prescribed by the SC Requirements; such numbers of printed copies of the report shall be delivered to the SC within such time as may be prescribed by the SC Requirements. |

| 2.1(vvv) | Clause 16.1.4: | Clause 16.1.4 has been amended to: |
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| | Financial statements in the annual report of the Fund shall contain all such information as may be required to be disclosed by the SC Requirements and prepared in accordance to approved accounting standards and shall be audited by the Auditor appointed under Clause 16.3.1; 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. | Financial statements in the annual report of the Fund shall contain all such information as may be required to be disclosed by the SC Requirements 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. |
| 2.1(www) | Clause 16.1.5: | Clause 16.1.5 has been amended to: |
| | The Trustee shall prepare a report to the Unit Holders, which shall contain all such information as may be required to be disclosed by the SC Requirements, to be included in the annual or interim reports of the Fund, stating whether, in the Trustee's opinion, the Manager has managed the Fund in the period under review: | The Trustee shall prepare a report to the Unit Holders, which shall contain all such information as may be required to be disclosed by the SC Requirements, to be included in the annual or semi-annual report of the Fund, stating whether, in the Trustee's opinion: |
| | (a) in accordance with the limitations on the investment powers imposed by this Deed; and | (a) the Manager has managed the Fund in the period under review in accordance with the limitations imposed on the investment powers of the Manager under this Deed, the Act and all relevant laws; |
| | (b) in accordance with this Deed, the Act, the Guidelines and all other laws | (b) the valuation and pricing of the Fund and the Units have been carried out in accordance with the provisions of this Deed, the Prospectus, the Act and all relevant laws; |
| | relating to securities. | (c) the creation and cancellation of the Units have been carried out in accordance with the provisions of this Deed, the Prospectus, the Act and all relevant laws; and |
| | | (d) if there has been any distribution of income, distributed such income appropriately and reflects the objective of the Fund. |
| | | 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. |

| | 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. | |
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| 2.1(xxx) | Clause 17.1.1(a): carry on and conduct its business in a proper, diligent and efficient manner and ensure that the Fund are carried on and conducted in a proper, diligent and efficient manner and in accordance with acceptable and efficacious business practices of the unit trust industry in Malaysia. | Clause 17.1.1(a) has been amended to: carry on and conduct its business in a proper, diligent and efficient manner and ensure that the Fund is carried on and conducted in a proper, diligent and efficient manner; |
| 2.1(yyy) | Clause 17.1.1(I): shall, upon request from a Unit Holder, send a copy of the annual report of the Manager within such time as may be prescribed by the SC Requirements and upon payment of a reasonable sum as may be determined by the Manager; | Clause 17.1.1(I) has been amended to: 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 SC Requirements and upon payment of a reasonable sum as may be determined by the Manager; |
| 2.1(zzz) | Clause 17.1.1(m): shall send by post, to each of the Unit Holders without charge, a copy of the 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 SC Requirements; upon request from the Unit Holders, additional copies of the annual reports of the Fund shall be sent to the Unit Holders within such time as may be prescribed by the SC Requirements and upon payment of a reasonable sum as may be determined by the Manager and the Trustee; | Clause 17.1.1(m) has been amended to: 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 SC Requirements; 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 SC Requirements and upon payment of a reasonable sum as may be determined by the Manager; |
| 2.1(aaaa) | Clause 17.1.1(n): Shall attach, together with annual reports as required under paragraph (m) of this Clause 17.1.1, the annual report of the Trustee to the Unit Holders containing such information as may be required to be disclosed by the SC Requirements and stating whether, in the Trustee's opinion, the Manager has managed the Fund in that period: (1) In accordance with the restrictions and limits imposed on the investment powers of the Manager and the Trustee under this Deed; | Clause 17.1.1(n) has been amended to: attach, together with the reports as required under paragraph (m) of this Clause 17.1.1, the report of the Trustee to the Unit Holders containing all such information as may be required to be disclosed by the SC Requirements and stating whether, in the Trustee's opinion, the Manager has in that period: (1) managed the Fund in accordance with the limitations imposed on the investment powers of the Manager under this Deed, the Act and all |
| | (2) In accordance with the provisions of this Deed, the Act and securities laws, | relevant laws; (2) carried out pricing and valuation in accordance with the provisions of this Deed, the Prospectus, the Act and all relevant laws; |

| | and, if it has not done so, the respects in which the Manager has not done so and the steps in which the Trustee has taken in respect thereof; | (3) created and cancelled Units in accordance with the provisions of this Deed, the Prospectus, the Act and all relevant laws; and (4) if there has been any distribution of income, distributed such income appropriately and reflects the objective of the Fund. 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; |
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| 2.1(bbbb) | Clause 17.1.1(p): | Clause 17.1.1(p) has been amended to: |
| | convene a Unit Holders' meeting to obtain Unit Holders' approval where the Unit Holders may be materially prejudiced by any changes to the Fund. | 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. |
| 2.1(cccc) | Clause 17.2.1(a): | Clause 17.2.1(a) has been amended to: |
| | ensure that the Fund has at all times an appointed management company; | ensure that the Fund has at all times an approved management company; |
| 2.1(dddd) | Clause 18.1.1: | Clause 18.1.1 has been amended to: |
| | Unless otherwise required by the SC Requirements, the Manager shall, within twenty-one (21) days of receiving an application from not less that fifty (50) or one-tenth (1/10) of all the Unit Holders of the Fund, whichever is less, summon a meeting of the Unit Holders of the Fund by: | Unless otherwise required or allowed by the SC Requirements or 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, at the registered office of the Manager, summon a meeting of the Unit Holders by: |
| | (a) sending by post at least seven (7) days before the date of the proposed notice of the proposed meeting to all the Unit Holders of the Fund; and | (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, 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; |
| | (b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a | (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 |

| | national language newspaper published daily and another newspaper approved by the SC. | (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(eeee) | Nil. | A new Clause 18.1.2(g) has been inserted: considering any matter in relation to the Deed, | | |
| 2.1(ffff) | Clause 18.2.2(d): | Clause 18.2.2(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 6.10.1; and | deciding on the next course of action after the Trustee has suspended the sale and repurchase of Units pursuant to Clause 6.10.3; and | | |
| 2.1(gggg) | Clause 18.4.1: | Clause 18.4.1 has been amended to: | | |
| | (a) The quorum required for a meeting of the Unit Holders, shall be five (5) Unit Holders, whether present in person or by proxy. If the Fund has five (5) or fewer Unit Holders, the quorum required for a meeting of the Unit Holders shall be two (2) Unit Holders, whether present in person or by proxy. | (a) The quorum required for a meeting of the Unit Holders, shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy. | | |
| | (b) If a meeting of Unit Holders requires a special resolution, the quorum in relation to the special resolution shall be five (5) Unit Holders (or two (2) Unit Holders where the Fund has five (5) or fewer Unit Holders), whether present in person or by proxy, holding an aggregate of at least 25% of the Units in issue at the time of the meeting. | (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 of the Fund at the time of the meeting. | | |
| | | (c) If the Fund 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. | | |
| 2.1(hhhh) | Nil. | New Clauses 18.4.1A and 18.4.1B have been inserted: | | |
| | | 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. | | |
| | | 18.4.1B Participation by a Unit Holder in a Unit Holders' meeting by any of the communication facilities referred to in Clause 18.4.1A 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. | | | |
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| 2.1(iiii) | Clause 18.4.2: | Clause 18.4.2 has been amended to: | | | |
| | Unless otherwise prescribed by the SC Requirements, a Unit Holders' meeting summoned pursuant to this Article 18 shall: | Unless otherwise prescribed by the SC Requirements, a Unit Holders' meeting summoned pursuant to this Article 18 shall: | | | |
| | (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); | (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); | | | |
| | (b) be chaired: | (b) be chaired: | | | |
| | (1) if the meeting was convened at the instance of the Unit Holders, 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 | (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 | | | |
| | (2) if the meeting was convened at the instance of the Trustee, by a person appointed by the Trustee; or | | | | |
| | (3) if the meeting was convened at the instance of the Manager, by a person appointed by the Manager; and | (2) if the meeting was convened at the instance of the Manager, by a person appointed by the Manager; | | | |
| | (c) be conducted in accordance with this Deed, or if this Deed is silent, as directed by the chairman of the meeting. | (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 | | | |
| | | (d) not be deemed to have proceeded for such period or periods where any of the communication facilities referred to in Clause 18.4.1A 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. | | | |
| 2.1(jjjj) | Clause 18.4.18: | Clause 18.4.18 has been amended to: | | | |
| | 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 may be at which the person named in such instrument proposes to vote. | 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. |
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| 2.1(kkkk) | Clause 18.4.20: | Clause 18.4.20 has been amended to: |
| | If within one (1) hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the request of Unit Holders shall be dissolved. In any other case, it shall stand adjourned to such day and time not being less than fifteen (15) days thereafter and to such place as may be appointed by the Manager or Trustee, at such adjourned meeting, the Unit Holders present in person or by proxy shall be a quorum for the transaction of business including the passing of Special Resolutions. | If within one (1) hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the request of Unit Holders shall be dissolved. In any other case, it shall stand adjourned to such day and time not being less than seven (7) days thereafter and to such place as may be appointed by the chairman; at such adjourned meeting, the Unit Holders present in person or by proxy shall be the quorum for the transaction of business including the passing of Special Resolutions if the quorum prescribed by this Deed is not present after one (1) hour from the time appointed for the adjourned meeting. |
| 2.1(IIII) | Nil. | A new Clause 23.2.3 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, the Guidelines on the Registration and Conduct of Capital Market Services Providers and the relevant laws. |
| 2.1 | Nil. | A new Part 23.8 has been inserted: |
| (mmmm) | | PART 23.8 |
| | | Investments in Assets Which Depreciates in Value |
| | | 23.8.1 The Manager shall make no provision for investments in assets which depreciates in value. |
| 2.1(nnnn) | First Schedule: | Deleted. |
| | THE FIRST SCHEDULE | |
| | Investment Restrictions and Limits | |
| | The following investment restrictions and limits, and such others as prescribed by the SC Requirements shall be complied with for the Fund: | |
| | (a) The value of the investments of the Fund in the share capital of any single issuer shall not exceed ten per centum (10%) of the | |

Net Asset Value of the particular Fund.

- (b) The value of the investments of the Fund in the securities relating to, any single issuer shall not exceed fifteen per centum (15%) of the Net Asset Value of the particular Fund.
- (c) Subject to paragraph (d) below, the value of the investment of the Fund in the securities of, and the securities relating to, any group of companies shall not exceed twenty per centum (20%) of the Net Asset Value of the particular Fund. A group of companies includes the holding company, subsidiary companies and associated companies. For the purpose of this restriction, where a company holds at least twenty per centum (20%) but not more than fifty per centum (50%) of the shares of another company, the latter is defined as an associate company of the former.
- (d) The value of the investments of the Fund in the securities of, and the securities relating to, any group of companies may exceed twenty (20%) per centum of the Net Asset Value of the Fund if there are acceptable reasons for doing so; in this regard, the Manager shall notify the SC and the Trustee immediately of the reasons for exceeding the limit. Where the reasons are not considered satisfactory, the SC and/or the Trustee may direct the Manager to comply strictly with paragraph (c) above.
- (e) The value of the investments of the Fund in any class of securities of any single issuer shall not exceed ten per centum (10%) of the security issued.
- (f) The value of the investments of the Fund in securities which are not traded in or under the rules of an eligible market shall not exceed ten per centum (10%) if the Net Asset Value of the Fund. For the purpose of this restriction, and "eligible market" means a market which is regulated by a regulatory authority within Malaysia, operated regularly, open to the public and where there is adequate liquidity for the purposes of the Fund: "eligible market" includes:
 - (i) a stock exchange approved by the Minister under the Securities Industry Act 1983;

- (ii) an exempt stock market declared by the Minister under the Securities Industry Act 1983;
- (iii) a futures market declared by the Minister under the Futures Industry Act 1993;
- (iv) an exempt futures market declared by the Minister under the Futures Industry Act 1993;
- (v) the money market (which includes the market for short term money market papers such as Malaysian Government Securities, Treasury Bills, negotiable instruments of deposit, repurchase agreements, Cagamas mortgage bonds, Bank Negara Bills and other similar instruments); and
- (vi) the over-the-counter private debt securities market.
- Notwithstanding anything herein contained, the limits and restrictions set out above shall not apply to the Fund's holding in securities issued or guaranteed by the Government of Malaysia or Bank Negara Malaysia.
- The investments of the Fund may consist of foreign securities provided that approvals of Bank Negara Malaysia and the SC have been obtained and all the SC Requirements have been complied with.
- 4. Notwithstanding anything herein contained, the investments of the Fund may consist of securities not listed for trading in a stock market of a stock exchange approved, or an exempt stock market declared by the Minister under the Securities Industry Act 1983, but have been approved for such listing and offered directly to the Fund by the issuer.
- 5. Notwithstanding anything herein contained, the investments of the Fund may consist of securities not listed for trading in a stock market of a stock exchange approved, or an exempt stock market declared by the Minister under the Securities Industry Act 1983, but have been offered directly to the Fund by the issuer, provided all the SC Requirements have been complied with.
- Notwithstanding anything herein contained, the investments of the Fund may consist of units or shares in other collective investment schemes subject to the conditions prescribed by the SC Requirements being met.

| | Notwithstanding anything herein contained, the Fund may participate in any futures contract traded in a futures market of an exchange company approved, or an exempt futures market declared, by the Minister under the Futures Industry Act 1993 provided that the participation of the Fund in futures contract shall be in compliance with the Futures Industry Act 1993. Notwithstanding anything herein contained, the Fund may participate in the lending of securities subject to the conditions prescribed by the SC Requirements being met. | | | | | |
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| 2.1(0000) | Item 3 of Annexure 1: | Item 3 of the Annexure 1 has been amended to: | | | | |
| | 3 Financial Year of the Fund would be the period set out in the prevailing Prospectus of the Fund; the Manager may in consultation with the Trustee, vary the dates of any Financial Year as may be deemed appropriate. | 3 Financial Year of the Fund would be the period as set out in the Prospectus; the Manager may, in consultation with the Trustee, vary the date of the Financial Year of the Fund in accordance with the relevant laws. | | | | |
| 2.1(pppp) | Item 7 of Annexure 1: | Item 7 of Annexure 1 has been amended to: | | | | |
| | 7 Initial Size of the : 200,000,000 units Fund | 7 Distribution Policy : The Fund endeavours to distribute income, if any, on an annual basis. However, the amount of income available for distribution may fluctuate from year to year. | | | | |
| 2.1(qqqq) | Item 13 of Annexure 1: | Item 13 of Annexure 1 has been amended to: | | | | |
| | 13 Permitted Investments : (i) Securities of companies listed on Bursa Malaysia or any other exchanges of countries who are members of International Organisation of Securities Commissions (ii) Unlisted securities including, | | | | | |

| | without limitation, securities that have been approved by the relevant regulatory authorities for the listing of and quotation for such securities (iii) Debentures (iv) Money market instruments (v) Deposits (vi) Derivatives, for the purpose of hedging only; (vii) Warrants (viii) Structured products (ix) Units or shares in collective investment scheme (x) Any other form of investments as may be permitted by the SC from time to time which are in line with the objective of the Fund | 13 | Permitted Investments | (ii) (iii) (iv) (vi) (vii) (viii) (ix) | Unlisted securities including, without limitation, securities that have been approved by the relevant regulatory authorities for the listing of and quotation for such securities; Debentures; Money market instruments; Deposits; Derivatives, for the purpose of hedging only; Warrants; Embedded derivatives; Units or shares in collective investment scheme; and |
|--|---|----|-----------------------|--|--|
| | | | | (x) | Any other form of investments as may be permitted by the SC from time to time which are in line with the objective of the Fund. |