AHAM SELECT DIVIDEND FUND (FORMERLY KNOWN AS AFFIN HWANG SELECT DIVIDEND FUND) ("FUND")

LIST HIGHLIGHTING THE AMENDMENTS FROM THE PROSPECTUS DATED 24 DECEMBER 2018 ("PROSPECTUS") AS MODIFIED BY THE REPLACEMENT PROSPECTUS DATED 30 DECEMBER 2022 ("REPLACEMENT PROSPECTUS") IN RELATION TO THE FUND.

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Introduction:

In general, the amendments made to the Prospectus are to reflect the following:

- 1. Requirements of Guidelines on Unit Trust Funds (Revised: 21 December 2021) ("Revised GUTF") and Prospectus Guidelines For Collective Investment Schemes (Revised; 1 September 2022) ("Revised PCIS")
- 2. Change in the shareholding of AHAM which took effect on 29 July 2022, whereby AHAM ceased to be a subsidiary of Affin Hwang Investment Bank and the Affin Banking Group. AHAM's ultimate major shareholders now, is CVC Capital Partners Asia Fund V, a private equity fund managed by CVC Capital Partners ("Change in Shareholding"); and
- 3. Amendments made to the Sixth Supplemental Deed which was registered and lodged with the SC on 1 November 2022 ("Supplemental Deed")

We are of the view that other amendments reflected in the Replacement Prospectus do not materially prejudice the unit holders' interests as they do not result in (1) change to the nature/objective of the Fund; (2) change to the risk profile of the Fund; (3) change in the distribution policy; (4) introduction of a new category of fees/charges; or (5) increase in fees/charges of the Fund (collectively known as "Material Prejudice Circumstances"). Hence a unit holders' approval is not required under paragraph 9.70 of the Revised GUTF and section 295(4)(a) of the Capital Markets and Services Act 2007.

Additionally, except for the amendments pertaining to (1) repurchase proceed payout period; and (2) suspension of dealing in units and risk associated with suspension of repurchase request , we are of the view that other amendments are not significant changes that will affect unit holders' decision to stay invested in the Fund as they do not result with change to (1) investment strategy; (2) distribution policy; or (3) minimum balance of the Fund ("Significant Change Circumstances").

1. **GENERAL AMENDMENTS**

- 1.1 References to "Affin Hwang Asset Management Berhad" and "Affin Hwang Select Dividend Fund" are now amended to "AHAM Asset Management Berhad" and "AHAM Select Dividend Fund".
 - 2. References to Manager's and Trustee's company registration number "(429786-T)" and "(167913-M)" are now amended to "199701014290 (429786-T)" and "198801000556 (167913-M)"

 M)"
 - 3. References to Affin Hwang Asset Management Berhad's email address and website namely "customercare@affinhwangam.com" and "www.affinhwangam.com" are now amended to "customercare@aham.com.my" and "www.aham.com.my".
 - 4. Reference to the "investment committee" is now amended to person(s) or member(s) of a committee undertaking the oversight functions
 - 5. Reference to "interim report" are now amended to "semi-annual report".
 - 6. The Tax Adviser's report of the Fund is updated with the latest version of such report.

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	formatting changes and grammar.	additionally, there are also housekeeping amendments including editorial change, stylistic or
2.	COVER PAGE	
2.1	INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.	INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.
	FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 4.	THIS IS A REPLACEMENT PROSPECTUS THAT REPLACES AND SUPERCEDES THE PROSPECTUS DATED 24 DECEMBER 2018.
	THIS IS A REPLACEMENT PROSPECTUS THAT REPLACES AND SUPERCEDES THE PROSPECTUS DATED 28 MARCH 2017.	FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 4.
		YOU SHOULD NOT MAKE PAYMENT IN CASH TO A ! UNIT TRUST CONSULTANT OR ISSUE A CHEQUE IN THE NAME OF A UNIT TRUST CONSULTANT.
3.	CORPORATE DIRECTORY	
3.1	The Manager/AHAM Affin Hwang Asset Management Berhad (429786-T) Registered Office 27 th Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur Business Address Ground Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur Tel No.: (603) 2116 6000 Fax No.: (603) 2116 6100 Toll free line: 1-800-88-7080 E-mail: customercare@affinhwangam.com Website: www.affinhwangam.com	The Manager/AHAM AHAM Asset Management Berhad (formerly known as Affin Hwang Asset Management Berhad) Registered Office 3 rd Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur Tel No.: (603) 2142 3700 Fax No.: (603) 2140 3799 Business Address Ground Floor, Menara Boustead, 69 Jalan Raja Chulan, 50200 Kuala Lumpur Tel No.: (603) 2116 6000 Fax No.: (603) 2116 6100 Toll free line: 1-800-88-7080 E-mail: customercare@aham.com.my Website: www.aham.com.my
3.2	Board of Directors of the Manager Tan Sri Dato' Seri Che Lodin bin Wok Kamaruddin (Non-independent Director) Datuk Maimoonah Binti Mohamed Hussain (Non-independent Director) YBhg Mej Jen Dato' Hj Latip Bin Ismail (Independent Director)	Deleted.

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	 Mr Teng Chee Wai (Non-independent Director) Ms Eleanor Seet Oon Hui (Non-independent Director) Encik Abd Malik bin A Rahman (Independent Director) 	
3.3	The Trustee CIMB Islamic Trustee Berhad (167913-M) Registered Office Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur Tel No: (603) 2261 8888 Fax No: (603) 2261 0099 Business Address Level 21, Menara CIMB Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur Tel No.: (603) 2261 8888 Fax No.: (603) 2261 9889	CIMB Islamic Trustee Berhad Registered Office Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur Tel No: (603) 2261 8888 Fax No: (603) 2261 0099 Business Address Level 21, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur Tel No.: (603) 2261 8888 Fax No.: (603) 2261 9894 Website: www.cimb.com Email: ss.corptrust@cimb.com
3.4	Trustee's Delegate CIMB Bank Berhad (13491-P) Registered Office Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur Tel No.: (603) 2261 8888 Fax No.: (603) 2261 8889 Business Address Level 21, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur Tel No.: (603) 2261 8888 Fax No.: (603) 2261 9892	Deleted.
4.	ABBREVIATION	
4.1	FiMM Means the Federation of Investment Managers Malaysia. IUTA Institutional Unit Trust Advisers.	FiMM Federation of Investment Managers Malaysia. IUTA Institutional Unit Trust <u>Scheme</u> Advisers.
5.	GLOSSARY	

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5.1	Business Day	
	Means a day on which the Bursa Malaysia is open for trading.	Means a day on which the Bursa Malaysia <u>and/or one or more of the foreign markets in which</u> the Fund is invested in are open for <u>business/trading</u> .
5.2	Cash Produce	Deleted.
	 Means all cash receivable by the Trustee in the form of: (a) dividends, bonuses and interest; (b) commissions, brokerage, fees and other like charges; (c) the proceeds of sale of rights and other cash received pursuant to Clause 9.1.6 and paragraph (b) of Clause 9.1.3 of the Deed; and (d) any profit from the sale of the assets of the Fund. 	
5.3	Nil.	Inserted the following after "Cash Produce":
		CVC Capital Means collectively (1) CVC Capital Partners Asia Partners Asia V L.P; (2) CVC Capital Fund V Partners Investment Asia V L.P.; and (3) CVC Capital Partners Asia V Associates L.P.
5.4	Deed	
	Refers to the deed dated 24 February 2011, as modified by the supplemental deed dated 18 January 2012, second supplemental deed dated 1 July 2014, third supplemental deed dated 7 January 2015 and fourth supplemental deed dated 19 December 2016 relating to the Fund entered into between the Manager and the Trustee including any supplemental and variation thereto.	Refers to the deed dated 24 February 2011 as modified by the supplemental deed dated 18 January 2012, the second supplemental deed dated 1 July 2014, the third supplemental deed dated 7 January 2015, the fourth supplemental deed dated 19 December 2016, the fifth supplemental deed dated 5 October 2018 and the sixth supplemental deed dated 21 September 2022 relating to the Fund entered into between the Manager and the Trustee including any supplemental and variation thereto.
5.5	Nil.	Inserted the following after "deposit(s)":
		eligible Means an exchange, government markets securities market or an OTC market— (a) that is regulated by a regulatory authority of that jurisdiction; (b) that is open to the public or to a substantial number of market participants; and (c) on which financial instruments are regularly traded
5.6	Investors	Deleted.

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	Means the beneficial owners of the Units. It is sometimes used interchangeably with the term Unit Holders. An Investor is also a registered Unit Holder if that Investor's name appears in the Fund's register of Unit Holders. If the Investor invests using a nominee, then it is the nominee's name that will appear in the Fund's register as a Unit Holder.	
5.7	Latest Practicable Date (LPD)	LPD
	Means 31 August 2018 and is the latest practicable date for the purposes of ascertaining certain information deemed relevant in this Prospectus.	Means 30 September 2022 and is the latest practicable date for the purposes of ascertaining certain information deemed relevant in this Prospectus.
5.8	Nil.	Inserted the following after "LPD":
		licensed Means a bank licensed under the
		bank Financial Services Act 2013. licensed Means an investment bank licensed
		investment under the Financial Services Act 2013.
		bank
		Islamic bank the Islamic Financial Services Act 2013.
5.9	Nil.	inserted the following after "Medium term":
		medium to Means a period of three (3) years and long term above.
5.10	Repurchase Charge	
	Means a fee imposed pursuant to a repurchase request.	Means a <u>charge</u> imposed pursuant to a repurchase request.
5.11	Repurchase Price	
	Means the price payable by the Manager to the Unit Holders pursuant to a repurchase	Means the price payable to you by us for a Unit pursuant to a repurchase request and it shall be
	request. The Repurchase Price is equivalent to the NAV per Unit of the Fund. Any Repurchase Charge applicable is excluded from the calculation of the Repurchase Price.	exclusive of any Repurchase Charge.
5.12	Sales Charge	
5.13	Means a fee imposed pursuant to a purchase request. Selling Price	Means a charge imposed pursuant to a purchase request.
3.13		
	Means the price payable by the Unit Holder for the Manager to create a Unit in the Fund pursuant to a purchase request. The Selling Price is equivalent to the NAV per Unit. Any	Means the price payable by you for us to create a Unit in the Fund and it shall be exclusive of any Sales Charge.
	Sales Charge applicable is excluded from the calculation of the Selling Price.	dity Sales Charge.

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5.14	Short term	
F 4 F	Means a period of less than three (3) years.	Means a period of less than one (1) year.
5.15	Special Resolution	
	Means a resolution passed by a majority of not less than ¾ of Unit Holders voting at a meeting of Unit Holders. For the purpose of terminating or winding up the Fund, a Special Resolution is passed by a majority in number representing at least ¾ of the value of Units held by Unit Holders voting at the meeting.	Means a resolution passed by a majority of not less than <u>three quarter</u> (¾) of Unit Holders voting at a meeting of Unit Holders. For the purpose of terminating or winding up the Fund, a Special Resolution is passed by a majority in number representing at least <u>three quarter</u> (¾) of the value of Units held by Unit Holders voting at the meeting.
5.16	Nil.	Inserted the following after "Special Resolution":
		transferable Refers to equities, debentures and securities warrants.
5.17	Units in Circulation	
	Means Units created and fully paid. It is the total number of Units issued at a particular valuation point.	Means Units created and fully paid <u>and which have not been cancelled</u> . It is <u>also</u> the total number of Units issued at a particular valuation point.
5.18	Unit Holders / you	Unit Holders, investors, you
	Refers to the person registered as the holder of a Unit or Units including persons jointly registered.	Refers to the person/corporation registered as the holder of a Unit or Units including persons jointly registered.
5.19	Note:	Deleted.
	Reference to "days" in this Prospectus will be taken to mean calendar days unless otherwise stated.	
6.	RISK FACTORS	
6.1	GENERAL RISKS	
	Market risk	
	Market risk refers to the possibility that an investment will lose value because of a general decline in financial markets, due to economic, political and/or other factors, which will result in a decline in the Fund's NAV.	Market risk arises because of factors that affect the entire market place. Factors such as economic growth, political stability and social environment are some examples of conditions that have an impact on businesses, whether positive or negative. Market risk cannot be eliminated but may be reduced through diversification. It stems from the fact that there are economy-wide perils, or instances of political or social instability which threaten all businesses. Hence, the Fund will be exposed to market uncertainties and fluctuations in the economic, political and social environment that will affect the market price of the investments

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	1.1031.20100	either in a positive or negative way
6.2	GENERAL RISKS	
	Loan financing risk	Loan / financing Risk
	This risk occurs when you take a loan/financing to finance your investment. The inherent risk of investing with borrowed money includes you being unable to service the loan repayments. In the event Units are used as collateral, you may be required to top-up your existing instalment if the prices of Units fall below a certain level due to market conditions. Failing which, the Units may be sold at a lower net asset value per unit as compared to the net asset value per unit at the point of purchase towards settling the loan.	This risk occurs when you take a loan/financing to finance your investment. The inherent risk of investing with borrowed/financed money includes you being unable to service the loan/financing repayments. In the event Units are used as collateral, you may be required to top-up your existing instalment if the prices of Units fall below a certain level due to market conditions. Failing which, the Units may be sold at a lower NAV per Unit as compared to the NAV per Unit at the point of purchase towards settling the loan/financing.
6.3	GENERAL RISKS	
	Liquidity risk	
	Liquidity risk refers to two scenarios. The first is where an investment cannot be sold due to unavailability of a buyer for that investment. The second scenario exists where the investment, by its nature, is thinly traded. This will have the effect of causing the investment to be sold below its fair value which would adversely affect the NAV of the Fund. Upon such event and in the best interest of the Unit Holders, the Trustee may suspend the repurchase of Units requests. Please refer to "What Is The Process of Repurchase Application" section of this Prospectus for more details.	Liquidity risk refers to two scenarios. The first is where an investment cannot be sold due to unavailability of a buyer for that investment. The second scenario exists where the investment, by its nature, is thinly traded. This will have the effect of causing the investment to be sold below its fair value which would adversely affect the NAV of the Fund and subsequently the value of Unit Holders' investments in the Fund. Upon such an event and in the best interest of the Unit Holders, the Trustee may suspend the repurchase of Units requests.
6.4	Nil.	Inserted the following after "Liquidity risk":
		Suspension of Repurchase Request Risk
		Having considered the best interests of Unit Holders, the repurchase requests by the Unit Holders may be subject to suspension due to exceptional circumstances, where the market value or fair value of a material portion of the Fund's assets cannot be determined. In such case, Unit Holders will not be able to redeem their Units and will be compelled to remain invested in the Fund for a longer period of time. Hence, their investments will continue to be subject to the risks inherent to the Fund.
6.5	SPECIFIC RISKS	
	Credit and default risk Credit risk relates to the creditworthiness of the issuers of the debentures or money market instruments (hereinafter referred to as "investment") and their expected ability to make timely payment of interest and/or principal. Any adverse situations faced by the	Credit risk relates to the creditworthiness of the issuers of the debentures or money market instruments and the Financial Institutions where the deposits are placed (hereinafter referred to as "investment") and their expected ability to make timely payment of interest and/or

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	issuer may impact the value as well as liquidity of the investment. In the case of rated investment, this may lead to a credit downgrade. Default risk relates to the risk of an issuer of the investment either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the investment.	principal. Any adverse situations faced by the issuer <u>and/or the Financial Institution</u> may impact the value as well as liquidity of the investment. In the case of rated investment, this may lead to a credit downgrade. Default risk relates to the risk of an issuer <u>and/or a Financial Institution</u> of the investment either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the investment. <u>This could adversely affect the value of the Fund.</u>
6.6	SPECIFIC RISKS	
	Interest rate risk This risk refers to the impact of interest rate changes on the valuation of debentures or money market instruments (hereinafter referred to as "investment"). When interest rates rise, the investment prices generally decline and this may lower the market value of the investment. The reverse may apply when interest rates fall.	This risk refers to the impact of interest rate changes on the valuation of debentures or money market instruments (hereinafter referred to as "investment"). Generally, movement in interest rates affects the prices of investment inversely. For example, when interest rates rise, prices of investment will fall. The fluctuations of the prices of investment will also have an impact on the NAV of the Fund. This risk can largely be eliminated by holding investment until their maturity. We also manage interest rate risk by considering each investment's
		sensitivity to interest rate changes. When interest rates are expected to increase, the Fund would then likely seek to switch to investment that are less sensitive to interest rate changes. For investments in deposits, the fluctuations in the interest rates will not affect the placement of deposits but will result in the opportunity loss by the Fund if the placement of deposits is made at lower interest rate.
6.7	Securities Lending Transaction Risk As the Fund may participate in the lending of securities within the meaning of the Securities Borrowing and Lending Guidelines, the Fund may be exposed to additional risks. For example, the borrower may fail to return the securities in a timely manner or may encounter operational difficulty which may result in a delay or failure of settlement. And as a result, it may impact the Fund's ability to meet payment obligations from repurchase requests. To mitigate this risk, we will take necessary steps to ensure that not all of the Fund's assets are loaned out at any one point during the lifetime of the Fund. In addition, the Fund may also suffer a loss as a result of the delay in recovering the securities lent out. While, we will receive collateral for the loan where it seeks to replace the loaned securities in an occurrence of a default event by the borrower, there is no assurance that this risk could be mitigated all together.	Deleted.
6.8	RISK MANAGEMENT	
	In our day-to-day running of the business, we employ a proactive risk management approach to manage portfolio risks and operational risks. The Board has established a board compliance & risk management committee to oversee AHAM's risk management activities both at operational level and at portfolio management level to ensure that the	In our day-to-day running of the business, we employ a proactive risk management approach to manage portfolio risks, operational risks and liquidity risks. The Board has established a board compliance & risk management committee to oversee AHAM's risk management activities both at operational level and at portfolio management level to ensure that the risk

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	risk management process is in place and functioning. The board compliance & risk management committee comprises of at least three (3) Board members and is chaired by an independent director. At the operational level, we have established a compliance & risk oversight committee with the primary function of identifying, evaluating and monitoring risks as well as to formulate internal control measures to manage and mitigate the exposure to risks that may affect the performance of the Fund, returns to the investors or Unit Holders' interest within a clearly defined framework and is primarily responsible for ensuring that the policies and procedures that have been implemented are reviewed on an on-going basis with periodic assessments. The compliance & risk oversight committee reports to the board compliance & risk management committee on a quarterly basis.
	We have in place a system that is able to monitor the transactions to ensure compliance with the Fund's investment limits and restrictions. These limits are system-controlled and not manually tracked, thus reducing the probability of human error occurring in ensuring the Fund's investment limits and restrictions are adhered to. We also undertake stringent evaluation of movements in market prices and regularly monitor, review and report to the investment committee to ensure that the Fund's investment objective is met. Regular portfolio reviews by senior members of the investment team further reduce the risk of implementation inconsistencies and violations of the Guidelines.

We also employ a performance attribution system that enable us to review the performance of the Fund to determine the key factors that have contributed to and detracted from the Fund's performance. This system complements our overall risk management process as the system also provides standard risk analytics on the portfolio such as the Fund's standard deviation, tracking error and measures of excess return. The data produced by the performance attribution system is reviewed regularly and at least on a monthly basis in meetings chaired by the managing director and participated by the portfolio managers and the performance evaluation team.

We engage a stringent screening process by conducting fundamental analysis of economic, political and social factors to evaluate their likely effects on the performance of the markets and sectors. Regular meetings are held to discuss investment themes and portfolio decisions taken at the meetings are then implemented according to the investment guidelines which also take into account requirements for minimum portfolio diversification across individual investment holdings, sectors, geographies and asset classes (based on the portfolio's objective and strategy). We also practise prudent liquidity management with the objective to ensure that the Fund is able to meet its Short term expenses including repurchase requests by the Unit Holders.

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management process is in place and functioning. The board compliance & risk management committee comprises of at least three (3) Board members and is chaired by an independent director. At the operational level, we have established a compliance & risk oversight committee with the primary function of identifying, evaluating and monitoring risks as well as to formulate internal control measures to manage and mitigate the exposure to risks that may affect the performance of the Fund, returns to the investors or Unit Holders' interest within a clearly defined framework and is primarily responsible for ensuring that the policies and procedures that have been implemented are reviewed on an on-going basis with periodic assessments. The compliance & risk oversight committee reports to the board compliance & risk management committee on a quarterly basis.

We have in place a system that is able to monitor the transactions to ensure compliance with the Fund's investment limits and restrictions. These limits are system-controlled and not manually tracked, thus reducing the probability of human error occurring in ensuring the Fund's investment limits and restrictions are adhered to. We also undertake stringent evaluation of movements in market prices and regularly monitor, review and report to the person(s) or members of a committee undertaking the oversight function of the Fund to ensure that the Fund's investment objective is met. Regular portfolio reviews by senior members of the investment team further reduce the risk of implementation inconsistencies and violations of the Guidelines.

We also have in place a credit risk management process to reduce counterparty risk of derivatives whereby such risk arises when the counterparty is not able to meet its contractual obligations. Prior to entering into a contract with the counterparty, we will conduct an evaluation on the credit standing of the counterparty to ensure that the counterparty is able to meet its contractual obligations. It is important to note that an event of downgrade does not constitute a default. If we view that the downgrade in the rating of the counterparty may lead to high credit risk, we will not hesitate to take pre-emptive measures to unwind these positions.

We also employ a performance attribution system that enable us to review the performance of the Fund to determine the key factors that have contributed to and detracted from the Fund's performance. This system complements our overall risk management process as the system also provides standard risk analytics on the portfolio such as the Fund's standard deviation, tracking error and measures of excess return. The data produced by the performance attribution system is reviewed regularly and at least on a monthly basis in meetings chaired by the managing director and participated by the portfolio managers and the performance evaluation team.

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		political and social factors to evaluate their likely effects on the performance of the markets and sectors. Regular meetings are held to discuss investment themes and portfolio decisions taken at the meetings are then implemented according to the investment guidelines which also take into account requirements for minimum portfolio diversification across individual investment holdings, sectors, geographies and asset classes (based on the portfolio's objective and strategy). We also practise prudent liquidity management with the objective to ensure that the Fund is able to meet its Short term expenses including repurchase requests by the Unit Holders.
		<u>Liquidity Risk Management</u>
		We have established liquidity risk management policies to enable us to identify, monitor and manage the liquidity risk of the Fund in order to meet the repurchase requests from the Unit Holders with minimal impact to the Fund as well as safeguarding the interests of the remaining Unit Holders. Such policies take into account, amongst others, the asset class of the Fund and the redemption policy of the Fund. To manage the liquidity risk, we have put in place the following procedures: a) The Fund may hold a maximum of 30% of its NAV in money market instruments and/or deposits. This will allow the Fund to have sufficient buffer to meet the Unit Holders' repurchase request; b) Regular review by the designated fund manager on the Fund's investment portfolio including its liquidity profile; c) Daily monitoring of the Fund's net flows and periodic liquidity stress testing of the Fund's assets against repurchase requests during normal and adverse market conditions are performed as pre-emptive measures in tracking the Fund's liquidity status. This will ensure that we are prepared and able to take the necessary action proactively to address any liquidity concerns, which would mitigate the potential risks in meeting Unit Holders' repurchase requests; and d) Suspension of repurchase requests from the Unit Holders under exceptional circumstances where the market value or fair value of a material portion of the Fund's assets cannot be determined. During the suspension period, the repurchase requests from the Unit Holders will be accepted but will not be processed. Such repurchase requests will only be processed on the next Business Day once the suspension is lifted. That said, the action to suspend repurchase requests from the Unit Holders shall be exercised only as a last resort by the Manager, having considered the best interests of Unit Holders.
7.	ABOUT AHAM SELECT DIVIDEND FUND	
7.1	Deed(s)	

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	Deed dated 24 February 2011, as modified by the supplemental deed dated 18 January 2012, second supplemental deed dated 1 July 2014, third supplemental deed dated 7 January 2015 and fourth supplemental deed dated 19 December 2016.	Deed dated 24 February 2011 as modified by the supplemental deed dated 18 January 2012, the second supplemental deed dated 1 July 2014, the third supplemental deed dated 7 January 2015, the fourth supplemental deed dated 19 December 2016, the fifth supplemental deed dated 5 October 2018 and the sixth supplemental deed dated 21 September 2022.
7.2	INVESTMENT OBJECTIVE	
	The Fund endeavours to provide a combination of regular income# and capital growth over the medium to long term period.	The Fund endeavours to provide a combination of regular income and capital growth over the medium to long term period.
	Please note that the Fund's priority is to provide regular income over the medium to long term.	Note : Any material change to the Fund's investment objective would require Unit Holders' approval.
	*Please note that income can be distributed either in the form of cash or Units. Kindly refer to the "Distribution Policy" section on page 17 for a better understanding on the mode of distribution.	
	Note : Any material change to the Fund's investment objective would require Unit Holders' approval.	
7.3	INVESTORS' PROFILE	Deleted.
	The Fund is suitable for Investors who: > prefer stable and regular investment returns; > have moderate risk tolerance; > prefer receiving regular income distributions; and > seek medium to long term capital growth for their investments.	
7.4	INVESTMENT STRATEGY	
	The Fund will focus on achieving its objective by investing in a portfolio consisting a minimum of 70% of its NAV in equities, while the remaining balance may be invested into debentures, money market instruments and deposits with Financial Institutions.	The Fund will focus on achieving its objective by investing in a portfolio consisting a minimum of 70% of its NAV in equities, while the remaining balance may be invested into debentures, money market instruments and deposits with Financial Institutions.
	As the Fund holds a domestic focus, we will maintain a minimum of 70% of the Fund's investments into the domestic market and holds the flexibility to invest up to 30% of its NAV in investments listed / issued in the Asia-Pacific region.	As the Fund holds a domestic focus, we will maintain a minimum of 70% of the Fund's investments in the domestic market and holds the flexibility to invest up to 30% of its NAV in investments listed / issued in the Asia-Pacific region.
	The investment selection process will include dividend paying companies that are able to provide a steady income stream to the Fund. As such, we would adopt a bottom-up strategy where individual stock analysis forms the primary building blocks for portfolio construction and stock selection. The Fund focuses on higher dividend paying sectors	The investment selection process will include dividend paying companies that are able to provide a steady income stream to the Fund. As such, we would adopt a bottom-up strategy where individual stock analysis forms the primary building blocks for portfolio construction and stock selection. The Fund focuses on higher dividend paying sectors where cash flows are

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	PROSPECTUS	REPLACEMENT PROSPECTUS
	where cash flows are more resilient towards the broader market environment, examples of which include utility companies. Similarly, the Fund will also look at selected lower dividend yielding stocks with prospects of growing its dividends to achieve an element of capital growth in addition to dividend yield on a total return basis. Key factors which are useful to the identification of such companies would include sales and profit growth, financial strength and gearing levels, capital expenditure levels as well as management commitment to rewarding shareholders via dividends or capital repayments. The dividends provided by these companies would be the primary source of income from which the Fund would then declare income distributions to you.	more resilient towards the broader market environment, examples of which include utility companies. Similarly, the Fund will also look at selected lower dividend yielding stocks with prospects of growing its dividends to achieve an element of capital growth in addition to dividend yield on a total return basis. Key factors which are useful to the identification of such companies would include sales and profit growth, financial strength and gearing levels, capital expenditure levels as well as management commitment to rewarding shareholders via dividends or capital repayments. The dividends provided by these companies would be the primary source of income from which the Fund would then declare income distributions to you.
	While we typically take an active trading policy, we look to maintain some core holdings that are held over the medium to long term which is similar to a buy and hold strategy. We will also maintain a trading portion for the portfolio, which we use to take advantage of beneficiaries during prevailing market conditions with the aim of boosting the Fund's performance. The Fund intends to adopt a two-part approach whereby a portion of the Fund's investments will be focused towards stable and high-dividend yielding equities and the other portion will be invested in "the next dividend leaders". These are equities which we believe could, in the Medium term, potentially start paying high dividends or substantially increase the existing dividend payouts. The determination of proportion between the two parts will be driven by prevailing opportunities in the markets and premised on achieving the overall Fund's objective of providing regular income (as a priority) and capital growth over the medium to long term. However, as the Fund's primary objective is to provide regular income, there is a natural bias towards holding more of the stable and high dividend yielding equities.	The Fund intends to adopt a two-part approach whereby a portion of the Fund's investments will be focused towards stable and high-dividend yielding equities and the other portion will be invested in "the next dividend leaders". These are equities which we believe could, in the Medium term, potentially start paying high dividends or substantially increase the existing dividend payouts. The determination of proportion between the two parts will be driven by prevailing opportunities in the markets and premised on achieving the overall Fund's objective of providing regular income (as a priority) and capital growth over the medium to long term. However, as the Fund's primary objective is to provide regular income, there is a natural bias towards holding more of the stable and high dividend yielding equities. While the Fund's core investments will remain in equities, the Fund holds the option to invest in fixed income instruments such as debentures, money market instruments and deposits. The selection of fixed income instruments will depend largely on its credit quality where the respective issuers will have strong ability to meet their financial obligations, healthy cash-flow, the collateral type, value, claims priority as well as offer highest safety for timely payment of interest and principal.
	While the Fund's core investments will remain in equities, the Fund holds the option to invest into fixed income instruments such as debentures, money market instruments and deposits. The selection of fixed income instruments will depend largely on its credit quality where the respective issuers will have strong ability to meet their financial obligations, healthy cash-flow, the collateral type, value, claims priority as well as offer highest safety for timely payment of interest and principal.	To achieve its objective, the Fund will also have the flexibility to invest in unlisted securities, warrants as well as collective investment schemes.
	To achieve its objective, the Fund will also have the flexibility to invest in unlisted securities, warrants as well as collective investment schemes.	
7.5	Foreign Investments	
	The Fund may invest up to 30% of its NAV in investments listed / issued in foreign markets. The decision to invest in foreign equities will be opportunistically driven where the	
	12	2

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	Manager would seek out attractive dividend equities that could provide potential to enhance the returns of the Fund. The Fund will invest only into countries where the regulatory authorities are ordinary or associate members of the International Organization of Securities Commissions.	The Fund may invest up to 30% of its NAV in investments listed / issued in foreign markets. The decision to invest in foreign equities will be opportunistically driven where the Manager would seek out attractive dividend equities that could provide potential to enhance the returns of the Fund. The Fund will only invest in countries which are eligible markets.
7.6	Derivatives	
	The Fund may employ derivative investments for hedging purposes by participating in instruments such as forward contracts and cross currency swaps. Forward exchange contracts enable the Fund to trade currency at a specific exchange rate, specific time and specific amount as indicated in the contract. Cross currency swaps allows the Fund to convert foreign exchange rates and/or interest rate exposures	Derivative trades may be carried out for hedging purposes, through financial instruments including, but not limited to, forward contracts, futures contracts and swaps. Futures and forward contracts are generally contracts between two parties to trade an asset at an agreed price on a pre-determined future date. Swaps, whereas, is an agreement to swap or exchange two financial instruments between two parties.
	between two currencies. These derivatives may be used to hedge the principal and/or the returns of the foreign currency denominated investments back to MYR. The employment of derivatives under these circumstances, is expected to reduce the impact of foreign currency movements on the Fund's NAV. While the hedging strategy will assist with mitigating the potential foreign exchange losses by the Fund, any potential gains from the hedging strategy will be capped as well.	The intention of hedging is to preserve the value of the asset from any adverse price movements. For example, to hedge against foreign currency exchange risk, the Fund may enter into a currency forward contract to offset any adverse foreign currency movements by determining an agreed rate for an agreed tenure with its counterparty. While the hedging transactions will assist with mitigating the potential foreign exchange losses by the Fund, any potential foreign exchange gains from the hedging strategy will be capped as well.
		The Fund adopts commitment approach to measure the Fund's global exposure to derivatives. The commitment approach is a methodology that aggregates the underlying market values or notional values of derivatives after taking into account the possible effects of netting and/or hedging arrangements. The Fund's global exposure from the derivatives position must not exceed 100% of NAV of the Fund at all times.
7.7	Nil.	Cross Trades AHAM may conduct cross trades between funds which it is currently managing provided that all criteria imposed by the regulators are met. Notwithstanding the above, cross trades between the personal account of an employee of AHAM and the Fund's account(s) and between AHAM's proprietary trading accounts and the Fund's account(s) are strictly prohibited. Compliance with the criteria are monitored by the compliance unit of the Manager, and reported to AHAM's compliance and risk management committee, to avoid conflict of interests and manipulation that could have a negative impact on the investors.
7.8	PERMITTED INVESTMENTS	
	> Securities listed on Bursa Malaysia and throughout the Asia-Pacific region where the	> <u>Listed</u> securities

NO.	(A) PROSPECTUS	 calculation; (e) The value of the Fund's placement in deposits with any single Financial Institution must not exceed 20% of the Fund's NAV ("Single Financial Institution Limit"); The Single Financial Institution Limit does not apply to placements of deposits arising from: (i) Subscription monies received prior to the commencement of investment by the 		
	regulatory authorities are members of the International Organization of Securities Commissions (IOSCO) > Unlisted securities, including without limitation, securities that have been approved by the relevant regulatory authorities for the listing of and quotation of such securities > Debentures > Money market instruments > Deposits > Derivatives for hedging purposes > Warrants > Units or shares in collective investment schemes > 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	 Unlisted securities, including without limitation, securities that have been approved by the relevant regulatory authorities for the listing of and quotation of such securities Debentures Money market instruments Deposits Derivatives for hedging purposes Warrants Units or shares in collective investment schemes Any other form of investments as may be permitted by the SC from time to time which 		
7.9	INVESTMENT RESTRICTIONS AND LIMITS Subject to the Guidelines, the purchase of the permitted investments set out above shall not contravene the following limits:	contravene the following <u>restrictions and</u> limits <u>, unless otherwise revised by the SC from time</u>		
	 The Fund's assets must be relevant and consistent with the investment objective of the Fund; The value of the Fund's investments in unlisted securities must not exceed 10% of the Fund's NAV; The value of the Fund's investments in ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV; The value of the Fund's investments in transferable securities and money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV; The value of the Fund's placements in deposits with any single institution must not exceed 20% of the Fund's NAV; For investment in derivatives, the exposure to the underlying assets must not exceed the investment spread limits stipulated in the Guidelines and the value of the Fund's over-the-counter derivative transaction with any single counterparty must not exceed 10% of the Fund's NAV; The aggregate value of the Fund's investments in transferable securities, money market instruments, deposits and OTC over-the-counter derivatives issued by or placed with, as the case may be, any single issues/institution must not exceed 25% of the Fund's NAV; 	 Fund; (b) The aggregate value of the Fund's investments in transferable securities that are not traded or dealt in or under the rules of an eligible market must not exceed 15% of the Fund's NAV, subject to a maximum limit of 10% of the fund's NAV in a single issuer ("Exposure Limit"); (c) The value of the Fund's investments in ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV; (d) The value of the Fund's investments in transferable securities and money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV ("Single Issuer Limit"). In determining the Single Issuer Limit, the value of the Fund's investments in instruments in Exposure Limit above issued by the same issuer must be included in the calculation; (e) The value of the Fund's placement in deposits with any single Financial Institution must not exceed 20% of the Fund's NAV ("Single Financial Institution Limit"); The Single Financial Institution Limit does not apply to placements of deposits arising from: 		
	The value the Fund's investments in units/shares of any collective investment scheme must not exceed 20% of the Fund's NAV;	Fund; (ii) Liquidation of investments prior to the termination of the Fund, where the		

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	(A) PROSPECTUS	REPLACEMENT PROSPECTUS
	> The value of the Fund's investments in transferable securities and money market	placement of deposits with various Financial Institutions would not be in the best
	instruments issued by any group of companies must not exceed 20% of the Fund's	interests of Unit Holders; or
	NAV;	(iii) Monies held for the settlement of redemption or other payment obligations, where
	The Fund's investments in transferable securities (other than debentures) must not	the placement of deposits with various Financial Institutions would not be in the best
	exceed 10% of the securities issued by any single issuer;	interests of Unit Holders;
	The Fund's investments in debentures must not exceed 20% of the debentures	(f) For investments in derivatives, the exposure to the underlying assets of the derivative
	issued by any single issuer; The Fund's investments in money market instruments must not exceed 10% of the	must not exceed the investment <u>restrictions or limitations applicable to such underlying</u> <u>assets and investments</u> stipulated in the Guidelines and the value of the Fund's <u>OTC</u>
	investments issued by any single issuer. This does not apply to money market	derivative transaction with any single counterparty must not exceed 10% of the Fund's
	instruments that do not have a pre-determined issue size;	NAV:
	The Fund's investments in collective investment schemes must not exceed 25% of	(g) The Fund's global exposure from derivatives position shall not exceed the Fund's NAV at
	the units or shares in any one collective investment scheme;	all times;
	There will be no investment limits if the securities or financial instruments are	(h) The aggregate value of the Fund's investments in, or exposure to a single issuer through
	issued or guaranteed by the Malaysian government or Bank Negara Malaysia;	transferable securities, money market instruments, deposits, underlying assets of
	> There will be no single issuer limits if the issuer is the Malaysian government, Bank	derivatives and counterparty exposure arising from the use of OTC derivatives must not
	Negara Malaysia, state authorities, or the issue is an issue guaranteed by any of the	exceed 25% of the Fund's NAV ("Single Issuer Aggregate Limit"). In determining the Single
	above-mentioned institutions, or the issue is government-backed; and	Issuer Aggregate Limit, the value of the Fund's investments in instruments in Exposure
	Any other investment limits or restrictions imposed by the Guidelines applicable to	Limit above issued by the same issuer must be included in the calculation;
	the Fund.	(i) The value of the Fund's investments in units/shares of a collective investment scheme
	The eferencial investment westwistings and limits shall be consulted with at all times because	must not exceed 20% of the Fund's NAV, provided that the collective investment scheme
	The aforesaid investment restrictions and limits shall be complied with at all times based on the most up-to-date valuation of the investments and instruments of the Fund.	complies with the requirements of the Guidelines; (j) The value of the Fund's investments in units or shares of a collective investment scheme
	However, a 5% allowance in excess of any restriction or limit may be permitted where the	that invests in real estate must not exceed 15% of the Fund's NAV.
	restriction or limit is breached through the appreciation or depreciation in NAV of the	(k) The value of the Fund's investments in transferable securities and money market
	Fund (whether as a result of an appreciation or depreciation in value of the investments	instruments issued by any group of companies must not exceed 20% of the Fund's NAV
	of the Fund, the repurchase of Units or payments made from the Fund or due to currency	("Group Limit"). In determining the Group Limit, the value of the Fund's investments in
	movements).	instruments in Exposure Limit above issued by the issuers within the same group of
		companies must be included in the calculation;
	If the relevant limit is breached, no further acquisition of the particular securities involved	(I) The Fund's investments in transferable securities (other than debentures) must not
	shall be made. The Manager shall, within a reasonable period of not more than three (3)	exceed 10% of the securities issued by a single issuer;
	months from the date of breach take all necessary steps and actions to rectify the breach.	(m) The Fund's investments in debentures must not exceed 20% of the debentures issued by
		a single issuer. This limit may be disregarded at the time of acquisition if at that time of
		acquisition the gross amount of debentures in issue cannot be determined;
		(n) The Fund's investments in money market instruments must not exceed 10% of the
		investments issued by any single issuer. This does not apply to money market instruments that do not have a pre-determined issue size;
		(o) The Fund's investments in collective investment schemes must not exceed 25% of the
		units or shares in <u>the</u> collective investment scheme;
		(p) The Single Issuer Limit may be raised to 35% of the Fund's NAV if the issuing entity is, or
		the issue is guaranteed by, either a foreign government, foreign government agency,

NO.	(A)	(B)				
	PROSPECTUS	foreign central bank or supranational, that has a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency; (q) Where the Single Issuer Limit is increased to 35% of the Fund's NAV, the Single Issuer Aggregate Limit may be raised, subject to the Group Limit not exceeding 35% of the Fund's NAV; and (r) Any other investment limits or restrictions imposed by the relevant regulatory authorities or pursuant to any laws and regulations applicable to the Fund. Please note that the above restrictions and limits do not apply to securities or instruments issued or guaranteed by the Malaysian government or Bank Negara Malaysia. In respect of the above investment restrictions and limits, any breach as a result of any (a) appreciation or depreciation in value of the Fund's investments or (b) repurchase of Units or payment made out of the Fund, must be rectified as soon as practicable within three months from the date of the breach unless otherwise specified in the Guidelines. Nevertheless, the three-month period may be extended if it is in the best interests of Unit Holders and the				
7.10	VALUATION OF THE FUND	Trustee's consent has been obtained. Such extension must be subject to at least a monthly review by the Trustee				
	Listed securities Valuations of listed securities such as equities or warrants shall be based on the market price of the respective securities. Where the use of the quoted market value is inappropriate, or where no market price is available, including in the event of suspension in the quotation of the securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, such investments are valued at fair value determined in good faith by the Manager, based on the methods or bases approved by the Trustee after appropriate technical consultation and verified by the auditors of the Fund.	Listed securities Valuation of investments in listed securities shall be based on the closing price or last known transacted price on the eligible market on which the investment is quoted. If the price is not representative of its fair value or is not available to the market, including in the event of suspension in the quotation of the securities for a period exceeding fourteen (14) days, or such shorter period as agreed by the Trustee, the investments will be valued at fair value as determined in good faith by the Manager or its delegate, based on the methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.				
7.11	VALUATION OF THE FUND Unlisted securities	Unlisted securities				
	For unlisted securities, valuations will be based on fair value as determined in good faith by the Manager using methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.	For unlisted MYR denominated debentures, valuation will be done using the price quoted by a bond pricing agency ("BPA") registered with the SC. For non-MYR denominated debentures, valuation will be based on the average indicative price quoted by reputable Financial Institutions. Where the Manager is of the view that the price quoted by BPA differs from the fair value or where reliable market quotations are not available, the fair value will be determined in good faith by the Manager using methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.				

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	1.1631.25.65	For other unlisted securities, valuation will be based on fair value as determined in good faith by the Manager using methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.
7.12	VALUATION OF THE FUND	Deleted.
	Debentures For unlisted MYR denominated debentures, valuation will be done using the fair value price quoted by a bond pricing agency ("BPA") registered with the SC. If the Manager is of the view that the price quoted by BPA differs from the "market price" quoted by at least 3 independent dealers by more than 20 basis points and the Manager determines that the methodology used by the independent dealers to obtain the "market price" is more appropriate, the Manager may elect to use the price quoted by the independent dealers as the "market price", provided that the Manager records its basis for using a non-BPA price, obtains the necessary internal approvals to use the non-BPA price and keeps an audit trail of all decisions and basis for adopting the "market yields". Investments in other unlisted debentures will be valued using the average indicative price quoted by at least 3 independent dealers. For listed debentures, the valuations will be done in the same manner as "Listed Securities" described above.	
7.13	VALUATION OF THE FUND	
714	Deposit Deposits placed with Financial Institutions are valued by reference to the principal value of such investments and the interests accrued thereon for the relevant period. VALUATION OF THE FUND	<u>Valuation of deposits</u> placed with Financial Institutions <u>will be done</u> by reference to the principal value of such investments and the interests accrued thereon for the relevant period.
7.14	Money market instruments The valuation of MYR denominated money market instruments will be done using the price quoted by a BPA registered with the SC.	Money market instruments Valuation of MYR denominated money market instruments will be done using the price quoted by a BPA registered with the SC. For non-MYR denominated money market instruments, valuation will be done using an average of quotations provided by reputable Financial Institutions. Where the Manager is of the view that the price quoted by BPA differs from the fair value or where reliable market quotations are not available, the fair value will be determined in good faith by the Manager. This may be determined by reference to the valuation of other money market instruments which are comparable in rating, yield, expected maturity date and/or other characteristics.

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
7.15	VALUATION OF THE FUND	
	Collective investment schemes Unlisted collective investment schemes will be valued based on the last published repurchase price. Listed collective investment schemes will be valued in the same manner as "Listed Securities" described above.	Collective investment schemes Unlisted collective investment schemes will be valued based on the last published repurchase price. For listed collective investment schemes, valuation will be done in the similar manner used in the valuation of listed securities as described above.
7.16	VALUATION OF THE FUND	
	Derivatives The valuation of derivatives will be based on the rates provided by the issuers. For foreign exchange forward contracts ("FX Forwards"), the Manager will apply interpolation formula to compute the value of the FX Forwards based on the rates provided by Bloomberg. If the rates are not available on Bloomberg, the FX Forwards will be valued by reference to the average indicative rate quoted by at least 3 independent dealers. In the case where the Manager is unable to obtain quotation from 3 independent dealers, the FX Forwards will be valued in accordance to fair value as determined in good faith by the Manager, on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.	Derivatives The valuation of derivatives will be based on the prices provided by the respective issuers. The issuers generate the market valuation through the use of their own proprietary valuation models, which incorporate all the relevant and available market data with respect to the derivatives (e.g. interest rates, movement of the underlying assets, volatility of the underlying assets, the correlation of the underlying assets and such other factors). For foreign exchange forward contracts ("FX Forwards"), interpolation formula is applied to compute the value of the FX Forwards based on the rates provided by Bloomberg or Reuters. If the rates are not available on Bloomberg or Reuters, the FX Forwards will be valued based on fair value as determined by us in good faith, on methods or bases which have been verified by the auditor of the Fund and approved by the Trustee.
7.17	POLICY ON GEARING AND MINIMUM LIQUID ASSETS REQUIREMENTS	FINANCING AND SECURITIES LENDING
	The Fund is not permitted to borrow cash or other assets (including the borrowing of securities within the meaning of the Securities Borrowing and Lending Guidelines ["SBL Guidelines"]) in connection with its activities. However, the Fund may borrow cash for the purpose of meeting repurchase requests for Units and for Short term bridging requirements; such borrowings are subjected to the following:-	The Fund is not permitted to borrow or lend cash or other assets in connection with its activities. However, the Fund may borrow cash for the purpose of meeting repurchase requests for Units and for bridging requirements; such borrowings are subjected to the following:-
	 the Fund's cash borrowing is only on a temporary basis and that borrowings are not persistent; the borrowing period should not exceed one (1) month; the aggregate borrowings of the Fund should not exceed 10% of the Fund's NAV at the time the borrowing is incurred; and the Fund may only borrow from licensed Financial Institutions. 	 the Fund's cash borrowing is only on a temporary basis and that borrowings are not persistent; the borrowing period should not exceed one (1) month; the aggregate borrowings of the Fund should not exceed 10% of the Fund's NAV at the time the borrowing is incurred; and the Fund may only borrow from Financial Institutions.

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	FROSFECIOS	REFERENCE PROSPECTOS
	The Fund may participate in the lending of securities within the meaning of the SBL Guidelines, subject to the following conditions:	Except for securities lending as provided under the Securities Borrowing and Lending Guidelines, none of the cash or investments of the Fund may be lent. Furthermore, the Fund may not assume, guarantee, endorse or otherwise become directly or contingently liable for
	the Manager must have appropriate policies and practices for the lending of securities of the Fund;	or in connection with any obligation or indebtedness of any person.
	➤ the terms of the securities lending agreement, including the fees receivable and the treatment of any dividend or interest due to the securities on loan, shall be acceptable to the Trustee on the advice of the Manager;	
	the counterparty to the agreement, in terms of risks and exposure and credit standing, must be acceptable to the Trustee on the advice of the Manager; and	
	> the collateral for the loan must be:	
	 acceptable to the Trustee on the advice of the Manager; 	
	 maintained at a level equal to at least the minimum stipulated by the SBL Guidelines on the value of the securities lent "marked-to-market" at least on a daily basis; and 	
	 received before, or at the time of, the securities loan. 	
	Further, the Fund may not assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person.	
	In structuring the portfolio of the Fund, the Manager will maintain sufficient liquid assets to ensure Short term liquidity in the Fund to meet operating expenses and possible repurchase of Units.	
7.18	TERMINATION OF THE FUND	<u>Deleted.</u>
	The Fund may be terminated in the event of any of the following:-	
	➤ A Unit Holders' meeting is conducted in accordance with the provision under the "Provisions Regarding Units Holders Meetings" section on page 25.	
	Where SC has withdrawn the authorization of the Fund under Section 256E of the Act; and	

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	> The effective date of an approved transfer scheme (if any) has resulted in the Fund being left with no asset/property.	
8.	DEALING INFORMATION	
8.1	HOW TO PURCHASE UNITS?	Deleted.
	 3rd bullet: - For subsequent transaction, you simply need to complete a transaction form to request for an additional investment. 	
8.2	HOW TO MAKE PAYMENT FOR PURCHASE APPLICATION?	
	 Bank Transfer You may transfer the purchase payment into our bank account via telegraphic transfer or online transfer, and include your name in the transaction description for our reference. You may obtain our bank account details from our online download center at www.affinhwangam.com. Cheque, Bank Draft or Money Order Issuance of cheque, bank draft or money order should be made payable to "Affin Hwang Asset Management Berhad-CTA", crossed and drawn on a local bank. You are required to write your name, identity card number or business registration number at the back of the cheque, bank draft or money order. Bank charges or other bank fees, if any, will be borne by you. 	
8.3	WHAT ARE THE MINIMUM INITIAL INVESTMENT, MINIMUM ADDITIONAL INVESTMENT, MINIMUM REPURCHASE AMOUNT AND MINIMUM HOLDING OF UNITS?	WHAT ARE THE MINIMUM INITIAL INVESTMENT, MINIMUM ADDITIONAL INVESTMENT, MINIMUM REPURCHASE AMOUNT AND MINIMUM HOLDING OF UNITS?
	Minimum Initial Investment MYR 1,000 Minimum Additional MYR 100 Investment Minimum Repurchase Amount 2,000 Units Minimum Holding of Units 2,000 Units	Minimum Initial Investment* MYR 1,000 Minimum Additional MYR 100 Investment* Minimum Repurchase Amount* 2,000 Units Minimum Holding of Units* 2,000 Units

NO.	(A)	(B)
8.4	PROSPECTUS At our discretion, we may reduce the minimum initial investment amount, minimum additional investment amount, minimum repurchase amount and minimum holding of Units. There are no restrictions on the frequency of repurchase. However, you must meet the abovementioned minimum repurchase of Units. HOW TO REPURCHASE UNITS?	* At our discretion, we may reduce the transaction value and Units, including for transactions made via digital channels, subject to terms and conditions disclosed in the respective channels. There are no restrictions on the frequency of repurchase. However, you must meet the abovementioned minimum repurchase of Units.
	 It is important to note that, you must meet the above minimum holding of Units after a repurchase transaction. If the balance of your investment (i.e. total number of Units) is less than the minimum holding of Units, we may withdraw all your holding of Units and pay the proceeds to you. We may, with the consent of the Trustee, reserve the right to defer your repurchase request if such transaction would adversely affect the Fund or the interest of the Unit Holders. You may submit the repurchase request by completing a transaction form and returning it to us between 8.45 a.m. to 3.30 p.m. on a Business Day. In the transaction form, you may choose to receive the repurchase proceeds in the manner of a cheque or bank transfer. If cheque is your option, we will issue the cheque in your name. If bank transfer is your option, proceeds will be transferred to your bank account. Where Units are held jointly, payment will be made to the person whose name appears first in the register of Unit Holders. Any incurred bank charges and other bank fees due to a withdrawal by cheque, bank transfer or other special arrangement method will be borne by you. If you invest through the EMIS, we will remit the repurchase proceeds to EPF for crediting back into your EPF account. If you are above the age of fifty five (55) years old and invest through the EMIS, we will remit the repurchase proceeds to you directly. 	 It is important to note that, you must meet the minimum holding of Units after a repurchase transaction. If the balance of your investment (i.e. total number of Units) is less than the minimum holding of Units, we may withdraw all your holding of Units and pay the proceeds to you. We may, with the consent of the Trustee, reserve the right to defer your repurchase request if such transaction would adversely affect the Fund or the interest of the Unit Holders. You may submit the repurchase request by completing a transaction form and returning it to us between 8.45 a.m. to 3.30 p.m. on a Business Day. Payment of the repurchase proceeds will be made via bank transfer where proceeds will be transferred to your bank account. Where Units are held jointly, payment will be made to the person whose name appears first in the register of Unit Holders. Bank charges and other bank fees, if any, will be borne by you. If you invest through the EMIS, we will remit the repurchase proceeds to EPF for onward crediting to your EPF account. If you are above the age of fifty five (55) and invest through the EMIS, we will remit the repurchase proceeds to you directly.
8.5	WHAT IS THE PROCESS OF REPURCHASE APPLICATION?	
	For a repurchase request received or deemed to have been received by us at or before 3.30 p.m. on a Business Day (or "T day"), Units will be repurchased based on	For a repurchase request received or deemed to have been received by us at or before 3.30 p.m. on a Business Day (or "T day"), Units will be repurchased based on the NAV per

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	the NAV per Unit for that Business Day. Any repurchase request received after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day").	Unit for that Business Day. Any repurchase request received after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day").
	 Repurchase of Units must be made in terms of Units and not in terms of MYR value. Processing is subject to receipt of a complete transaction form and such other documents as may be required by us. In addition, the Trustee may suspend the repurchase of Units requests: where 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 and immediately call a Unit Holders' meeting to decide on the next course of action; or without the consent of the Unit Holders, due to exceptional circumstances when there is a good and sufficient reason to do so having regard to the interests of the Unit Holders. In such case, the period of the suspension shall not exceed 21 days of the commencement of the suspension. 	 Repurchase of Units must be made in terms of Units or value, provided it meets the minimum repurchase amount. Processing is subject to receipt of a complete transaction form and such other documents as may be required by us.
8.6	 WHAT IS THE REPURCHASE PROCEEDS PAYOUT PERIOD? You will be paid within ten (10) days from the day the repurchase request is received by us, provided that all documentations are completed and verifiable. 	You will be paid within <u>seven (7) Business Days</u> from the day the repurchase request is received by us, provided that all documentations are completed and verifiable.
8.7	You have the right to apply for and receive a refund for every Unit that you have paid for within six (6) Business Days from the date we received your purchase application. You will be refunded for every Unit held based on the NAV per Unit and the Sales Charge, on the day those Units were first purchased and you will be refunded within ten (10) days from the receipt of the cooling-off application. Please note that the cooling-off right is applicable to you if you are an individual investor and investing in any of our funds for the first time. However, if you are a staff of AHAM, a person registered with a body approved by the SC to deal in unit trusts or invest through EMIS, you are not entitled to this right.	You have the right to apply for and receive a refund for every Unit that you have paid for within six (6) Business Days from the date we received your purchase application. You will be refunded for every Unit held based on the prices mentioned below and the Sales Charge imposed on the day those Units were purchased. If the price of a Unit on the day the Units were first purchased ("original price") is higher than the price of a Unit at the point of exercise of the cooling-off right ("market price"), you will be refunded based on the market price at the point of cooling-off; or If the market price is higher than the original price, you will be refunded based on the original price at the point of cooling-off. You will be refunded within seven (7) Business Days from our receipt of the cooling-off application.

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
		Please note that the cooling-off right is applicable to you if you are an individual investor and investing in any of our funds for the first time. However, if you are a staff of AHAM a person registered with a body approved by the SC to deal in unit trusts or invest through EMIS, you are not entitled to this right.
		We will process your cooling-off request if your request is received or deemed to have been received by us at or before 3.30 p.m. on a Business Day (or "T day"). Any cooling-off request received after 3.30 p.m. will be transacted on the next Business Day (or "T + 1 day").
		Processing is subject to receipt of a complete transaction form and such other documents as may be required by us.
8.8	SWITCHING FACILITY	
	Switching facility enables you to switch into any of our funds (or its classes), provided that the fund (or its class) is denominated in MYR, and it is subject to the terms and conditions applicable for the respective funds. However, you must meet the minimum holding of 2,000 Units and the minimum investment amount of the fund (or its class) that you intend to switch into.	Switching facility enables you to switch into any of our funds (or its classes), provided that the fund (or its class) is denominated in MYR, and it is subject to the terms and conditions applicable for the respective funds. However, you must meet the minimum holding of 2,000 Units* and the minimum investment amount of the fund (or its class) that you intend to switch into.
	The minimum amount per switch of the Fund is 2,000 Units (or such other amount as may be determined by us from time to time).	The minimum amount per switch of the Fund is 2,000 Units*.
	You are also to note that we reserve the right to reject any switching requests that are regarded as disruptive to efficient portfolio management, or requests that we deem to be contrary to the best interest of the Fund and/or the existing Unit Holders.	You are also to note that we reserve the right to reject any switching request that is regarded as disruptive to efficient portfolio management, or requests that we deem to be contrary to the best interest of the Fund and/or the existing Unit Holders.
	Switching from this Fund into other funds (or its classes) managed by us You must complete a switching transaction form and submit it to us at or before the cut- off time of 3.30 p.m. on a Business Day (or "T day") together with relevant supporting documents, if any. If we receive your switching request after 3.30 p.m., we will process your request on the next Business Day.	Switching from this Fund into other funds (or its classes) managed by us You must complete a switching transaction form and submit it to us at or before the cut-off time of 3.30 p.m. on a Business Day (or "T day") together with relevant supporting documents, if any. If we receive your switching request after 3.30 p.m., we will process your request on the next Business Day (or "T + 1 day").
	You should note that the pricing day of a fund (or its class) may not be of the same day as when we receive your switching application. Please see below the pricing policy of switching for all our funds:	You should note that the pricing day of a fund (or its class) may not be <u>on</u> the same day as when we receive your switching application. Please see below the pricing policy of switching for all our funds:

NO.	O. (A) PROSPECTUS				(B) REPLACEMENT PROSPECTUS						
	Contaching	Constablina In		cing Day		If you invest through the	0 11 11	0 11 1	,	Pricing Day	
	Switching Out Fund	Switching In Fund	Switching Out Fund	Switching Fund	In	EMIS, you are allowed to switch to any other EPF	Switching Out Fund	Switching In Fund	Switching Out Fund	Switching In Fund	
	Money market fund	Money market fund				approved funds	Money market fund	Non-money market fund			
	Money market fund	Non-money market fund	T Day	T Day			Non-money market fund	Non-money market fund	T Day	T Day	
	Non-money market fund	Non-money market fund				and terms of the intended fund to be	Money market fund	Money market fund	T Day	T + 1 Day	
	Money market fund	Money market fund (which adopts historical pricing policy)	T Day	T + 1 Day		switched into).	Non-money	Money	T Day	At the next valuation point, subject to clearance of	
	Non-money market fund	Money market	T Day	valuation po subject clearance	next oint, to of		market fund	market fund	1 Buy	payment and money received by the intended fund	
	market rung	Tunu		payment money rece by the inten fund			If you invest through the EMIS, you are allowed to switch to any other EPF approved fund managed by us (subject to the availability of units and terms of the intended fund to b switched into).				
											cluding for transactions made n the respective channels.
8.9	TRANSFER F	ACILITY									
	You are permitted to transfer Units held by you, whether fully or partially, to another person. You may transfer your ownership of investments in the Fund at any point in time by completing the transfer application form and returning it to us on any Business Day. The transfer must be made in terms of Units and not MYR value. The minimum amount of Units per transfer is 2,000 Units.				ne Fund at any point in time to us on any Business Day.	completing th transfer must <u>Units required</u>	e transfer app be made in teri	lication form a ms of Units and ansfer except t	ind returning it to I not MYR value. <u>Th</u> hat the transferor	und at any point in time by us on any Business Day. The ere is no minimum amount of and transferee must hold the	
	The transferor and transferee must hold the minimum holdings of 2,000 Units to remain as a Unit Holder.					It is important to note that we are at the liberty to disregard or refuse to process the transfer application if the processing of such instruction will be in contravention of any law or					
	It is important to note that we are at the liberty to disregard or refuse to process the transfer application if the processing of such instruction will be in contravention of any					regulatory requirements, whether or not having the force of law and/or would expose us any liability. The transfer facility is not applicable for EPF investors.			w and/or would expose us to		
	law or regulatory requirements, whether or not having the force of law and/or would expose us to any liability.										
	The transfer facility is not applicable for EPF investors.										

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
8.10	Nil.	Inserted the following after "TRANSFER FACILITY":
		SUSPENSION OF DEALING IN UNITS
		The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the dealing in Units* due to exceptional circumstances, where there is good and sufficient reason to do so. The Manager will cease the suspension as soon as practicable after the exceptional circumstances have ceased, and in any event, within twenty-one (21) days from the commencement of suspension.
		The period of suspension may be extended if the Manager satisfies the Trustee that it is in the best interest of the Unit Holders for the dealing in Units to remain suspended, subject to a weekly review by the Trustee.
		The Trustee may suspend the dealing in Units, if the Trustee, on its own accord, considers that exceptional circumstances have been triggered. In such a case, the Trustee shall immediately call for a Unit Holders' meeting to decide on the next course of action.
		* The action to impose suspension shall only be exercised as a last resort by the Manager, as disclosed in the section on "Liquidity Risk Management".
8.11	DISTRIBUTION POLICY	
	The Fund will distribute income (subject to income availability), on a semi-annual basis after the end of its first financial year.	The Fund will distribute income (subject to income availability), on a semi-annual basis after the end of its first financial year.
	The income distribution is expected to be primarily derived from dividends received and retained by the Fund over time from the Fund's medium to long term investments in high dividend yielding equities.	All income distribution will be made in the form of cash. However, you may, when filling up the application form for the purchase of Units, elect the mode of distributions in cash payment or additional Units by way of reinvestment by simply ticking the appropriate column in the application form. You may also inform us, at any time, before the income distribution date,
	All income distribution will be made in the form of cash. However, you may, when filling up the application form for the purchase of Units, elect the mode of distributions in cash payment or additional Units by way of reinvestment by simply ticking the appropriate column in the application form. You may also inform us, at any time, before the income	of your choice of distribution mode. All income distribution will be automatically reinvested into additional Units of the Fund if you do not elect the mode of distribution in the account opening form.
	distribution date, of your choice of distribution mode. All income distribution will be automatically reinvested into additional Units of the Fund if you do not elect the mode of distribution in the account opening form.	Distribution, which is less than or equal to the amount of MYR 300.00 would be automatically reinvested on behalf of the Unit Holders based on the NAV of the income payment date which is within two (2) Business Days after the income distribution date. Where a person ceases to be a Unit Holder after an income distribution is declared but before the distribution date, and
	29	5

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	Distribution, which is less than or equal to the amount of MYR 300.00 would be automatically reinvested on behalf of the Unit Holders based on the NAV of the income payment date which is two (2) Business Days after the income distribution date. Where a person ceases to be a Unit Holder after an income distribution is declared but before the distribution date, and therefore still entitled to the income distribution, that person shall	therefore still entitled to the income distribution, that person shall be paid by cheque notwithstanding that that person had made a prior election to receive additional Units via reinvestment. Notwithstanding the above, we may also reinvest the distribution proceeds which remain
	be paid by cheque notwithstanding that that person had made a prior election to receive additional Units via reinvestment.	unclaimed after twelve (12) months from the date of payment, provided that you still have an account with us.
	For Unit Holders who invest through the EMIS, any income distribution made by the Fund will be considered as Employees Provident Fund savings and automatically be reinvested in the form of additional Units for the Unit Holders.	For Unit Holders who invest through the EMIS, any income distribution made by the Fund will be considered as <u>EPF</u> savings and automatically be reinvested in the form of additional Units for the Unit Holders.
	Reinvestment Process Where a Unit Holder elects to receive income distribution by way of reinvestment, the Manager shall create Units for the Unit Holder based on the NAV of the income payment date which is two (2) Business Days after the income distribution date.	Reinvestment Process Where a Unit Holder elects to receive income distribution by way of reinvestment, the Manager shall create Units for the Unit Holder based on the NAV of the income payment date which is within two (2) Business Days after the income distribution date.
	There will not be any additional cost to Investors for reinvestments in new additional Units.	There will not be any cost to Investors for reinvestments in new additional Units.
	Cash Payment Process Unit Holders who elect to receive income distribution by way of cash payment shall be made via telegraphic transfer where income will be transferred to the Unit Holder's bank account. Where the Units are held jointly, the payment can be transferred to a joint name bank account of principal Unit Holder and joint Unit Holder or to a sole name bank account of either the principal Unit Holder or the joint Unit Holder. The principal Unit Holder is the one who is first named in the Fund's register of Unit Holders.	Cash Payment Process Income distribution by way of cash payment shall be made via telegraphic transfer where income will be transferred to the Unit Holder's bank account within seven (7) Business Days after the distribution date. Where the Units are held jointly, the payment can be transferred to a joint name bank account of principal Unit Holder and joint Unit Holder or to a sole name bank account of either the principal Unit Holder or the joint Unit Holder. The principal Unit Holder is the one who is first named in the Fund's register of Unit Holders.
	Unit prices and distributions payable, if any, may go down as well as up.	Unit prices and distributions payable, if any, may go down as well as up.
8.12	UNCLAIMED MONEYS	
	Any monies payable to you which remain unclaimed after twelve (12) months from the date of payment will be paid to the Registrar of Unclaimed Monies by the Manager in accordance with the requirements of the Unclaimed Moneys Act, 1965.	Any monies payable to you which remain unclaimed after twelve (12) months from the date of payment will be dealt as follows:- a) we may reinvest unclaimed distribution proceeds provided that you still have an account with us; or b) we will pay to the Registrar of Unclaimed Monies in accordance with the requirements of the Unclaimed Moneys Act, 1965.

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
9.	FEES, CHARGES AND EXPENSES	
9.1	CHARGES	
	SALES CHARGE	
	A Sales Charge may be imposed on the purchase of Units of the Fund. The Sales Charge shall be a percentage of the NAV per Unit of the Fund.	Up to 5.50%* of the NAV per Unit. * Investors may negotiate for a lower Sales Charge.
	The maximum Sales Charge that each distribution channel may impose is as stated	Note: All Sales Charge will be rounded up to two (2) decimal places.
	below:-	The Sales Charge for investors purchasing Units through the EMIS shall be limited to a
	IUTA Internal distribution	maximum charge of 3% of the NAV per Unit or as determined by the EPF.
	channel of the 5.50%	
	Manager. Unit trust consultants	
	Investors may negotiate for a lower Sales Charge.	
	Note: All Sales Charge will be rounded up to two (2) decimal places.	
	The Sales Charge for Investors purchasing Units through the EMIS shall be limited to a maximum charge of 3% of the NAV per Unit or as determined by the EPF.	
9.2	CHARGES	
	SWITCHING FEE	The Manager does not impose any switching fee. However, if the amount of sales charge of the fund (or class) that the Unit Holder intends to switch into is higher than the sales charge
	There will be no switching fee imposed on the switching facility.	imposed by the fund (or class) being switched from, then the difference in the sales charge between the two (2) funds (or classes) shall be borne by the Unit Holder.
9.3	FEES AND EXPENSES	
	ANNUAL MANAGEMENT FEE	
	1 st paragraph: - The annual management fee is up to 1.50% per annum of the NAV of the Fund. This fee is calculated and accrued daily and payable monthly to the Manager.	The annual management fee is up to 1.50% per annum of the NAV of the Fund (before deducting the management fee and trustee fee). This fee is calculated and accrued daily and payable monthly to the Manager.

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	1 1001 20100	NEI ENGEMENT I NOOI ECTOS
9.4	FEES AND EXPENSES	FEES AND EXPENSES
	TRUSTEE FEE	ANNUAL TRUSTEE FEE
9.5	1st paragraph: - The Fund pays an annual trustee fee of up to 0.08% per annum of the NAV of the Fund (excluding foreign custodian fees and charges). In addition to the annual trustee fee, which includes the transaction fee, i.e. the fee incurred for handling purchase/sale of local investments, the Trustee may be reimbursed by the Fund for any expenses properly incurred by it in the performance of its duties and responsibilities. FEES AND EXPENSES	The Fund pays an annual trustee fee of up to 0.08% per annum of the NAV of the Fund (excluding foreign custodian fees and charges) (before deducting the management fee and trustee fee). In addition to the annual trustee fee, the Trustee may be reimbursed by the Fund for any expenses properly incurred by it in the performance of its duties and responsibilities.
9.6	 FUND EXPENSES Only fees and expenses that are directly related and necessary to the business of the Fund may be charged to the Fund. These include the following: Commissions/fees paid to brokers/dealers in effecting dealings in the investments of the Fund; Charges/fees paid to sub-custodian taking into custody any foreign investments of the Fund; Taxes and other duties charged on the Fund by the government and other authorities; Costs, fees and expenses properly incurred by the auditor appointed for the Fund; Costs, fees and expenses incurred for the valuation of any investments of the Fund by independent valuers; Costs, fees and expenses incurred for the modification of the Deed other than those for the benefit of the Manager and/or Trustee; Costs, fees and expenses incurred for any meeting of the Unit Holders other than those convened by, or for the benefit of the Manager and/or Trustee; and Other fees/expenses permitted in the Deed. Expenses related to the issuance of this Prospectus will be borne by the Manager. 	 Only the expenses (or part thereof) which are directly related and necessary to the business of the Fund may be charged to the Fund. These would include (but are not limited to) the following: Commissions/fees paid to brokers/dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes; Taxes and other duties charged on the Fund by the government and/or other authorities; Costs, fees and expenses properly incurred by the auditor appointed for the Fund; Costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee; Costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee; Costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent; and Other fees/expenses permitted in the Deed. Expenses related to the issuance of this Prospectus will be borne by the Manager.
	2 nd paragraph: - The soft commission can be retained by us or our delegates provided that:-	The soft commissions can be retained by us or our delegates provided that:-

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	 the goods and services are of demonstrable benefit to the Unit Holder in the form of research and advisory services that assist in the decision-making process relating to the Fund's investments; and any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund. 	 the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services; any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and we or our delegates will not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.
9.7	All fees and charges payable by you are subject to all applicable taxes (including but not limited to goods and services taxes) and/or duties as may be imposed by the government and/or the relevant authorities from time to time.	All fees and charges payable by you are subject to all applicable taxes and/or duties as may be imposed by the government and/or the relevant authorities from time to time.
10.	PRICING	
10.1	COMPUTATION OF NAV AND NAV PER UNIT 3rd paragraph: - Illustration on computation of NAV and NAV per Unit for a particular day:- Units in Circulation MYR Investments Add other assets 5,700,000.00 Gross asset value Less: Liabilities NAV (before deduction of management fee and trustee fee for the day) Less: Management fee for the day Less: Trustee fee for the day NAV per Unit* 195,000,000.00 200,700,000.00 200,000,000.00 8,219.18 438.36 NAV 199,991,342.46 NAV per Unit* 0.6700	Illustration on the computation of NAV and NAV per Unit for a particular day:- Units in Circulation MYR Investments 195,000,000.00 Add other assets 5,700,000.00 Gross asset value 200,700,000.00 Less: Liabilities 700,000.00 NAV (before deduction of 200,000,000.00 management fee and trustee fee for the day) Less: Management fee for the day Less: Trustee fee for the day NAV 199,991,342.46 NAV NAV per Unit* 0.6700
	* NAV per Unit is derived from the following formula:- NAV Units in Circulation The rounding policy is four (4) decimal points for the purposes of publication of the NAV per Unit. However, the rounding policy will not apply when calculating the Sales Charge and Repurchase Charge (where applicable).	* NAV per Unit is derived from the NAV divided by Units in Circulation. The rounding policy is four (4) decimal points for the purposes of publication of the NAV per Unit. However, the rounding policy will not apply when calculating the Sales Charge and Repurchase Charge (where applicable).

NO.		(A) PROSPECTUS			(B) REPLACEMENT PROSPECTUS	
10.2	COMPUTATION OF SELLING PRICE AND REPURCHASE PRICE			NEI EAGENENT HOOF ECTOS		
	applicable Sales Charge and Price and Repurchase Price. Forward Pricing will be used	Repurchase Price are equivalent Repurchase Charge are payable d to determine the Selling Price for the Fund as at the next valu urchase request	e separately from the Selling e and the Repurchase Price,	NAV per Unit. Any applicable from the Selling Price and Reforward Pricing will be used are the NAV per Unit for the Frequest or repurchase reque	e Sales Charge and Repurchase purchase Price. to determine the Selling Price affined as at the next valuation poi	chase Price are equivalent to the Charge are payable separately and the Repurchase Price, which nt after we receive the purchase
	Units will be sold at the NAV	per Unit. Any Sales Charge payal	ble by the Unit Holder would	Calculation of Selling Price For illustration purposes, let'	s assume the following:	
	be calculated as a percentag		ore by the offictional would		s assume the following.	
	For illustration purposes, let's assume the following:		Investment Amount	MYR 10,000.00		
			Selling Price per Unit	MYR 0.50		
	Investment Amount	MYR 10,000.00		Number Of Units Received*	MYR 10,000 ÷ MYR 0.50 = 20,000 Units	
	Selling Price per Unit	MYR 0.50		Sales Charge	5.50%	
	Number Of Units Received*	MYR 10,000 ÷ MYR 0.50 = 20,000 Units		Sales Charge Paid By Investor**	5.50% x MYR 0.50 x 20,000 Units = MYR 550	
	Sales Charge	5.50%		Total Amount Paid By	MYR 10,000 + MYR 550 =	
	Sales Charge Paid By	5.50% x MYR 0.50 x		Investor***	MYR 10,550	
	Investor**	20,000 Units = MYR 550		Formula for calculating:-		\
	Total Amount Paid By Investor***	MYR 10,000 + MYR 550 = MYR 10,550		* Number of Units received	= <u>Investment Amount</u>	
	vestoi	WWW 18,550		Number of office received	Selling Price per Unit	
	Formula for calculating:- * Number of Units received	= Amount invested Selling Price		** Sales Charge paid by : Investor *** Total amount paid by :	Sales Charge x Selling Price per Unit x Number of Units received Investment Amount + Sales	
	Investor	= Sales Charge x Selling Price per Unit x Number of Units received		Investor	Charge paid by investor	
	*** Total amount paid by Investor	 Amount invested+ Sales Charge paid by investor 				

NO.		(A) PROSPECTUS			(B) REPLACEMENT PROSPECTUS	
	Calculation of Repurchase Price Any Repurchase Charge payable by the Unit Holder would be calculated as a percentage of the Repurchase Price. For illustration purposes, let's assume the following:-		Calculation of Repurchase For illustration purposes, le			
	Units Repurchased	20,000 Units		Units Repurchased	20,000 Units	
	Repurchase Price	MYR 0.50		Repurchase Price <u>per</u> Unit	MYR 0.50	
	Repurchased Amount^	20,000 Units x MYR 0.50 = MYR 10,000		Repurchase Amount^	20,000 Units x MYR 0.50 = MYR 10,000	
	Repurchase Charge	0.00%		Repurchase Charge	0.00%	
	Repurchase Charge Paid By Investor^^	0.00% x MYR 10,000 = MYR 0.00		Repurchase Charge Paid By Investor^^	0.00% x MYR 10,000 = MYR 0.00	
	Total Amount Received By investor^^^	MYR 10,000 + MYR 0.00 = MYR 10,000		Total Amount Received By investor^^^	MYR 10,000 <u>-</u> MYR 0.00 = MYR 10,000	
	Formula for calculating:- ^ Repurchase amount ^ Repurchase Charge paid by Investor ^^ Total amount received by Investor	amount		Formula for calculating:- ^ Repurchase Amount = ^^ Repurchase Charge paid = by Investor ^^^ Total amount received = by Investor	Amount	
11	SALIENT TERMS OF THE DI	EED				
11.1	Quorum Required for Con The quorum required for	Holders Meetings vening a Unit Holders Meeting a meeting of the Unit Holders sh n or by proxy, provided that if the I	• •	The quorum required for a r	vening a Unit Holders Meeting meeting of the Unit Holders, shall b oxy; however, if the Fund, has fiv	

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	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; 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 at the time of the meeting.	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. 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.
		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.
11.2	Provisions Regarding Unit Holder's Meetings	
	Unit Holders meeting convened by Unit Holders Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving an application from not less than fifty (50) or one-tenth (1/10) of all the Unit Holders, whichever is less, summon a meeting of the Unit Holders by:	Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a <u>direction</u> from not less than fifty (50) or one-tenth (1/10), <u>whichever is less</u> , of all the Unit Holders <u>of the Fund</u> , 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 meeting a notice of the proposed meeting to all the Unit Holders; and (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. 	 (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 national language newspaper published daily and another newspaper approved by the relevant authorities; and
	The Unit Holders may apply to the Manager to summon a meeting for any purpose including, without limitation, for the purpose of: > requiring the retirement or removal of the Manager;	(c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.
	 requiring the retirement or removal of the Trustee; considering the most recent financial statements of the Fund; or giving to the Trustee such directions as the meeting thinks proper; 	The Unit Holders may apply to the Manager to summon a meeting for any purpose including, without limitation, for the purpose of:
	provided always that the Manager shall not be obliged to summon such a meeting unless application has been received from not less than fifty (50) or one-tenth (1/10) of all the Unit Holders, whichever is the lesser number.	 (a) requiring the retirement or removal of the Manager; (b) requiring the retirement or removal of the Trustee; (c) considering the most recent financial statements of the Fund; or (d) giving to the Trustee such directions as the meeting thinks proper;
		provided always that the Manager shall not be obliged to summon such a meeting unless application has been received from not less than fifty (50) or one-tenth (1/10) of all the Unit Holders, whichever is the lesser number.

NO.	(A)	(B)
	PROSPECTUS	REPLACEMENT PROSPECTUS
11.3	Termination Of The Fund	
	Circumstances that may lead to the termination of the Fund The Fund may be terminated or wound up as provided for under the Deed as follows:- (a) Under Clause 12.2.1 of the Deed, the Manager may wind up the Fund by way of a Special Resolution pursuant to the Guidelines; and (b) A Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund, following occurrence of events stipulated under Clause 12.3.1 of the Deed.	Circumstances that may lead to the termination of the Fund The Fund may be terminated or wound up as provided for under the Deed as follows:- (a) Under Clause 12.2.1 of the Deed, the Manager may wind up the Fund by way of a Special Resolution pursuant to the Guidelines; and (b) A Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund, following occurrence of events stipulated under Clause 12.3.1 of the Deed.
	Procedure for the Termination of the Fund Upon the termination of the Fund, the Trustee shall: (a) sell all the assets of the Fund then remaining in its hands and pay out of the Fund any liabilities of the Fund; such sale and payment shall be carried out and completed in such manner and within such period as the Trustee considers to be in the best interests of the Unit Holders; and (b) from time to time distribute to the Unit Holders, in proportion to the number of Units	Notwithstanding the aforesaid, the Manager may, in consultation with the Trustee, terminate 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.
	held by them respectively: (1) the net cash proceeds available for the purpose of such distribution and derived from the sale of the investments and assets of the Fund less any payments for liabilities of the Fund; and (2) any available Cash Produce;	If the Fund is left with no Unit Holder, the Manager shall also be entitled to terminate the Fund. Procedure for the Termination of the Fund Upon the termination of the Fund, the Trustee shall:
	provided always that the Trustee shall not be bound, except in the case of final distribution, to distribute any of the moneys for the time being in his hands the amount of which is insufficient for payment to the Unit Holders of MYR 0.50 (fifty sen) in respect of each Unit and provided also that the Trustee shall be entitled to retain out of any such moneys in his hands full provision for all costs, charges, taxes, expenses, claims and demands incurred, made or anticipated by the Trustee in connection with or arising out of the winding-up of the Fund and, out of the moneys so retained, to be indemnified against any such costs, charges, taxes, expenses, claims and demands; each such distribution shall be made only against the production of such evidence as the Trustee may require of the title of the Unit Holder relating to the Units in respect of which the distribution is made.	 (a) sell all the assets of the Fund then remaining in its hands and pay out of the Fund any liabilities of the Fund; such sale and payment shall be carried out and completed in such manner and within such period as the Trustee considers to be in the best interests of the Unit Holders; and (b) from time to time distribute to the Unit Holders, in proportion to the number of Units held by them respectively: (1) the net cash proceeds available for the purpose of such distribution and derived from the sale of the investments and assets of the Fund less any payments for liabilities of the Fund; and (2) any available <u>cash produce</u>;
	In the event of the Fund is 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 the Deed and the Manager shall indemnify the Trustee against any claims arising out of the Trustee's execution of the Deed provided always that such claims have not	provided always that the Trustee shall not be bound, except in the case of final distribution, to distribute any of the moneys for the time being in his hands the amount of which is insufficient for payment to the Unit Holders of MYR 0.50 (fifty sen) in respect of each Unit and provided also that the Trustee shall be entitled to retain out of any such moneys in his hands full provision for all costs, charges, taxes, expenses, claims and demands incurred, made or

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	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 the Deed and all relevant laws. The Trustee shall, as soon as it becomes aware that the Fund is to be terminated and wound-up, inform the relevant authorities of the same. Where the termination of the Fund and the winding-up of the Fund has been occasioned by any of the events set out herein; (a) If the Manager has gone into liquidation, except for the purpose of reconstruction or	anticipated by the Trustee in connection with or arising out of the winding-up of the Fund and, out of the moneys so retained, to be indemnified against any such costs, charges, taxes, expenses, claims and demands; each such distribution shall be made only against the production of such evidence as the Trustee may require of the title of the Unit Holder relating to the Units in respect of which the distribution is made. In the event of the Fund is terminated: (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 the Deed;
	 (a) If the Manager has gone into liquidation, except for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee and the relevant authorities; (b) if, in the opinion of the Trustee, the Manager has ceased to carry on business; or (c) if, in the opinion of the Trustee, the Manager has to the prejudice of Unit Holders failed to comply with the provisions of the Deed or contravened any of the provisions of any relevant law; the Trustee shall summon a Unit Holders meeting to seek directions from the Unit Holders and also arrange for a final review and audit of the final accounts of the Fund by the auditor of the Fund; in all other cases of termination of the trust and winding-up of the Fund, such final review and audit by the auditor of the Fund shall be arranged by the Manager. 	 (b) the Manager shall indemnify the Trustee against any claims arising out of the Trustee's execution of the 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 the Deed and all relevant laws; (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. The Trustee shall, as soon as it becomes aware that the Fund is to be terminated and wound-up, inform the relevant authorities of the same. Where the termination of the Fund and the winding-up of the Fund has been occasioned by any of the events set out herein; (a) if the Manager has gone into liquidation, except for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee and the relevant authorities; (b) if, in the opinion of the Trustee, the Manager has ceased to carry on business; or (c) if, in the opinion of the Trustee, the Manager has to the prejudice of Unit Holders failed to comply with the provisions of the Deed or contravened any of the provisions of any relevant law;
		the Trustee shall summon a Unit Holders meeting to seek directions from the Unit Holders and also arrange for a final review and audit of the final accounts of the Fund by the auditor of the Fund; in all other cases of termination of the trust and winding-up of the Fund, such final review and audit by the auditor of the Fund shall be arranged by the Manager.
11.4	Fees And Charges	
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(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
Increase Of Fees And Charges Stated In The Prospectus	
 Sales Charge A higher Sales Charge than that disclosed in this Prospectus may only be imposed if:- (a) the Manager has notified the Trustee in writing of the higher charge and the effective date for the higher charge; (b) a supplementary / replacement prospectus in respect of the Fund setting out the higher charge is issued; and (c) such time as may be prescribed by any relevant law has elapsed since the effective date of the supplementary/ replacement prospectus. Repurchase Charge A higher Repurchase Charge than that disclosed in this Prospectus may only be imposed 	 Sales Charge A higher Sales Charge than that disclosed in this Prospectus may only be imposed if:- (a) the Manager has notified the Trustee in writing of the higher charge and the effective date for the higher charge; (b) a supplementary / replacement prospectus in respect of the Fund setting out the high charge is registered, lodged and issued; and (c) such time as may be prescribed by any relevant law has elapsed since the effective date the supplementary/ replacement prospectus. Repurchase Charge A higher Repurchase Charge than that disclosed in this Prospectus may only be imposed in
if:-(a) the Manager has notified the Trustee in writing of the higher charge and the effective date for the higher charge;	(a) the Manager has notified the Trustee in writing of the higher charge and the effecti date for the higher charge;
(b) a supplementary / replacement prospectus in respect of the Fund setting out the higher charge is issued; and(c) such time as may be prescribed by any relevant law has elapsed since the effective date of the supplementary/ replacement prospectus.	 (b) a supplementary / replacement prospectus in respect of the Fund setting out the high charge is registered, lodged and issued; and (c) such time as may be prescribed by any relevant law has elapsed since the effective da of the supplementary/ replacement prospectus
Annual Management Fee The Manager may not charge an annual management fee at a rate higher than that disclosed in this Prospectus unless: (a) the Manager has come to an agreement with the Trustee on the higher rate; (b) the Manager has notified the Trustee and the Unit Holders in writing of the higher rate and the date on which such higher rate is to become effective; (c) a supplementary / replacement prospectus stating the higher rate is issued thereafter; and (d) such time as may be prescribed by any relevant law shall have elapsed since the supplementary / replacement prospectus is issued.	Annual Management Fee The Manager may not charge an annual management fee at a rate higher than that disclose in this 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 lashall have elapsed since the notice is sent; (c) a supplementary / 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 supplementary / replacement prospectus.
Annual Trustee Fee The Trustee may not charge an annual trustee fee at a rate higher than that disclosed in this Prospectus unless: (a) the Manager has come to an agreement with the Trustee on the higher rate;	Annual Trustee Fee 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;

NO.	(A)	(B)		
	PROSPECTUS	REPLACEMENT PROSPECTUS		
	(b) the Manager has notified the Trustee and the Unit Holders in writing of the higher	(b) the Manager has notified the Unit Holders of the higher rate and the date on which such		
	rate and the date on which such higher rate is to become effective;	higher rate is to become effective; such time as may be prescribed by any relevant law		
	(c) a supplementary / replacement prospectus stating the higher rate is issued thereafter;	shall have elapsed since the notice is sent;		
	and	(c) a supplementary / replacement prospectus stating the higher rate is <u>registered</u> , <u>lodged and</u> issued; and		
	(d) such time as may be prescribed by any relevant law shall have elapsed since the			
	supplementary / replacement prospectus is issued.	(d) such time as may be prescribed by any relevant law shall have elapsed since the <u>date of the</u> supplementary / replacement prospectus.		
		supplementary / replacement prospectus.		
11.5	Other Expenses Permitted under the Deed			
	Only the expenses (or part thereof) which is directly related and necessary to the business of the Fund may be charged to the Fund. These would include (but are not limited to) the following:	Only the expenses (or part thereof) which is directly related and necessary to the business of the Fund may be charged to the Fund. These would include (but are not limited to) the following:		
	(a) commissions/fees paid to brokers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;	(a) commissions/fees paid to brokers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;		
	(b) taxes and other duties charged on the Fund by the government and/or other authorities;	(b) taxes and other duties charged on the Fund by the government and/or other authorities;		
	(c) costs, fees and expenses properly incurred by the auditor appointed for the Fund;	(c) costs, fees and expenses properly incurred by the auditor appointed for the Fund;		
	(d) costs, fees and expenses incurred for the valuation of any investment of the Fund by	(d) costs, fees and expenses incurred for the valuation of any investments of the Fund by independent valuers for the benefit of the Fund;		
	independent valuers for the benefit of the Fund;	(e) costs, fees and expenses incurred for any modification of the Deed save where such		
	(e) costs, fees and expenses incurred for any modification of the Deed save where such	modification is for the benefit of the Manager and/or the Trustee;		
	modification is for the benefit of the Manager and/or the Trustee; (f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such	(f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such		
	meeting is convened for the benefit of the Manager and/or the Trustee;	meeting is convened for the benefit of the Manager and/or the Trustee;		
	(g) costs, commissions, fees and expenses of the sale, purchase, insurance and any other	(g) costs, commissions, fees and expenses of the sale, purchase, insurance and any other		
	dealing of any asset of the Fund;	dealing of any asset of the Fund;		
	(h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee	(h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for		
	for investigating or evaluating any proposed investment of the Fund;	investigating or evaluating any proposed investment of the Fund;		
	(i) costs, fees and expenses incurred in engaging any valuer, adviser or contractor for the	(i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;		
	benefit of the Fund;	(j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;		
	(j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns	(k) costs, fees and expenses incurred in the termination of the Fund or the removal of the		
	and accounts of the Fund;	Trustee or the Manager and the appointment of a new trustee or management company;		
	(k) costs, fees and expenses incurred in the termination of the Fund or the removal of the	(I) costs, fees and expenses incurred in relation to any arbitration or other proceedings		
	Trustee or the Manager and the appointment of a new trustee or management	concerning the Fund or any asset of the Fund, including proceedings against the Trustee		
	company;	or the Manager by the other for the benefit of the Fund (save to the extent that legal		
	(I) costs, fees and expenses incurred in relation to any arbitration or other proceedings			

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS				
	concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund); (m) remuneration and out of pocket expenses of the independent members of the investment committee of the Fund, unless the Manager decides otherwise; and (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority.	costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund); (m) 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; (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority; and (o) costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent.				
11.6	Retirement, Removal or Replacement of the Manager The Manager may retire upon giving twelve (12) months' notice in writing (or such lesser time as the Manager and the Trustee may agree upon) to the Trustee of its desire to do so, and may by deed appoint in its stead a new management company approved by the Trustee and the SC. The Manager shall also retire, if so required by the Trustee, on the grounds that a Special Resolution to that effect has been passed by the Unit Holders at a meeting called for that purpose.	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 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 2.3.2 of the Deed; 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 any 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 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 the Deed. The Manager shall also retire, if so required by the Trustee, on the grounds that a Special Resolution to that effect has been passed by the Unit Holders at a meeting called for that purpose.				
12.	THE WANAGER					

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS			
12.1	ABOUT AHAM	NEI ENGEMENT TROSI EGIGG			
	1st and 2nd paragraphs: - AHAM was incorporated in Malaysia on 2 May 1997 and began its operations under the name Hwang–DBS Capital Berhad in 2001. In early 2014, AHAM was acquired by the Affin Banking Group ("Affin") and hence, is now supported by a home-grown financial services conglomerate. Affin has over 39 years of experience in the financial industry which focuses on commercial, Islamic and investment banking services, money broking, fund management and underwriting of life and general insurance business. Meanwhile, AHAM has 15 years' experience in the fund management industry. Additionally, AHAM is also 30% owned by Nikko Asset Management International Limited, a wholly-owned subsidiary of Tokyo-based Nikko Asset Management Co., Ltd., an Asian investment management franchise. AHAM distributes its funds through the following various channels: In-house/internal sales team; IUTA (Institutional Unit Trust Advisers) and CUTA (Corporate Unit Trust Advisers); and Unit trust consultants.	AHAM was incorporated in Malaysia on 2 May 1997 and began its operations under the name Hwang–DBS Capital Berhad in 2001. AHAM has more than 20 years' experience in the fund management industry. In late 2022, AHAM's ultimate major shareholder is CVC Capital Partners Asia Fund V, a private equity fund managed by CVC Capital Partners ("CVC"), which has approximately 68.35% controlling interest in AHAM. CVC is a global private equity and investment advisory firm with approximately USD125 billion of assets under its management. AHAM is also 27% owned by Nikko Asset Management International Limited, a wholly-owned subsidiary of Tokyo-based Nikko Asset Management Co. Ltd., an Asian investment management franchise. AHAM distributes its funds through the following various channels: In-house/internal sales team; IUTA and CUTA (Corporate Unit Trust Scheme Advisers); and Unit trust consultants.			
12.2	Board of Directors	Deleted.			
	Tan Sri Dato' Seri Che Lodin Bin Wok Kamaruddin (Non-independent Director) Datuk Maimoonah Binti Mohamed Hussain (Non-independent Director) YBhg Mej Jen Dato' Hj Latip Bin Ismail (Independent Director) Mr Teng Chee Wai (Non-independent Director) Ms Eleanor Seet Oon Hui (Non-independent Director) Encik Abd Malik Bin A Rahman (Independent Director)				
12.3	DESIGNATED FUND MANAGER	Deleted.			
	Mr. Chow Kar Tzen – Portfolio Manager Mr Chow Kar Tzen joined the Manager in December 2007. He brings with him more than 5 years experience in consulting and project management garnered during his tenure at Trade One Asia Pte Ltd, a subsidiary of a publicly listed company in Singapore, Keppel Group Ltd., providing consulting and e-commerce services to companies in Malaysia, Singapore, India, China, Thailand, Philippines and Indonesia. His last role was as senior manager responsible for projects in India, Singapore, Malaysia and Thailand. Prior to that, he worked as a professional services associate in ICG Commerce Pte Ltd., a US based e-commerce start-up in Singapore. He completed a full-time Masters of Business				

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS			
	Administration (MBA) with Distinction from Nottingham University in 2007. He graduated with a Bachelor of Arts (Electrical & Information Sciences Engineering) from Cambridge University, United Kingdom.	REFERENCE PROSPECTOS			
12.4	INVESTMENT COMMITTEE The investment committee ("Committee") formulates, establishes and implements investment strategies and policies. The Committee will continually review and monitor the success of these strategies and policies using predetermined benchmarks towards achieving a proper performance for the Fund. The Committee will also ensure investment guidelines and regulations are complied with. The Committee meets at least once every quarterly or more should the need arise.	Deleted.			
12.5	As at LPD, AHAM is not engaged in any material litigation and arbitration, including those pending or threatened, and AHAM is not aware of any facts likely to give rise to any proceedings which might materially affect the business/financial position of AHAM.	Deleted.			
12.6	For further information on AHAM, the investment committee and/or AHAM's delegate, you may obtain the details from our website at www.affinhwangam.com.my .	For further information on AHAM including material litigation (if any), the Board, the designated fund manager of the Fund and/or AHAM's delegate, you may obtain the details from our website at www.aham.com.my .			
13.	THE TRUSTEE				
13.1	Duties and Responsibilities of the Trustee				
	 The Trustee's functions, duties and responsibilities are set out in the Deed. The general functions, duties and responsibilities of the Trustee include, but are not limited to, the following: (a) Take into custody the investments of the Fund and hold the investments in trust for the Unit Holders; (b) Ensure that the Manager operates and administers the Fund in accordance with the provisions of the Deed, SC's guidelines and acceptable business practice within the unit trust industry; (c) As soon as practicable notify the SC of any irregularity or breach of the provisions of the Deed, SC's guidelines and any other matters which in the Trustee's opinions may indicate that the interests of Unit Holders are not served; (d) Exercise reasonable diligence in carrying out its functions and duties, actively monitoring the operation and management of the Fund by the Manager to safeguard the interests of Unit Holders; (e) Maintain or cause the Manager to maintain, proper accounting records and other 	 The Trustee's functions, duties and responsibilities are set out in the Deed. The general functions, duties and responsibilities of the Trustee include, but are not limited to, the following: (a) Take into custody the investments of the Fund and hold the investments in trust for the Unit Holders; (b) Ensure that the Manager operates and administers the Fund in accordance with the provisions of the Deed and SC's guidelines; (c) As soon as practicable notify the SC of any irregularity or breach of the provisions of the Deed, SC's guidelines and any other matters which in the Trustee's opinions may indicate that the interests of Unit Holders are not served; (d) Exercise reasonable diligence in carrying out its functions and duties, actively monitoring the operation and management of the Fund by the Manager to safeguard the interests of Unit Holders; (e) Maintain or cause the Manager to maintain, proper accounting records and other records as are necessary to enable a complete and accurate view of the Fund is formed 			

NO.	(A)	(B)
	PROSPECTUS	REPLACEMENT PROSPECTUS
	records as are necessary to enable a complete and accurate view of the Fund is	and to ensure that the Fund is operated and managed in accordance with the Deed, <u>this</u>
	formed and to ensure that the Fund is operated and managed in accordance with	Prospectus, the SC's guidelines and securities law; and
	the Deed, Prospectus, the SC's guidelines and securities law; and	(f) Require that the accounts of the Fund be audited at least annually.
	(f) Require that the accounts of the Fund be audited at least annually.	The Trustee has covenanted in the Deed that it will exercise all due diligence and vigilance in
	The Trustee has covenanted in the Deed that it will exercise all due diligence and vigilance	carrying out its functions and duties, and in safeguarding the rights and interests of Unit
	in carrying out its functions and duties, and in safeguarding the rights and interests of	Holders.
	Unit Holders.	
14.	RELATED PARTIES TRANSACTION AND CONFLICT OF INTEREST	

14.1 Save for the transaction disclosed below, as at LPD the Manager is not aware of any existing and/or proposed related party transactions or conflict of interest situations or other subsisting contracts of arrangements involving the Fund.

Related Party Transactions

Name of Party Involved in the Transaction	Nature of Transaction	Name of Related Party	Nature of Relationship	
AHAM	Placement of deposits	Affin Hwang Investment Bank Berhad (Affin Hwang IB)	Affin Hwang IB holds 70% equity interest in the Manager.	

Details of the Substantial Shareholders of AHAM's Direct and Indirect Interest in other Corporation Carrying on a Similar Business

Save as disclosed below, as at the LPD, the substantial shareholders of AHAM do not have any direct or indirect interest in other corporations carrying on similar business:

Nikko Asset Management International Limited, a substantial shareholder of AHAM is wholly owned by Nikko Asset Management Co., Ltd. ("Nikko AM"). Nikko AM's office is situated in Japan where it provides investment management services, focused on sourcing, packaging and distributing retail investment fund products which are managed in-house or outsourced to third party sub-advisers.

Conflict of Interest

The auditors, tax advisers and solicitors have confirmed that they do not have any existing

<u>As</u> at LPD, the Manager is not aware of any existing and/or proposed related party transactions or <u>potential</u> conflict of interest situations or other subsisting contracts of arrangements involving the Fund.

The tax advisers and solicitors have also confirmed that they do not have any existing or potential conflict of interest with AHAM and/or the Fund.

Policy on Dealing with Conflict of Interest

AHAM has in place policies and procedures to deal with any conflict of interest situations. In making an investment transaction for the Fund, AHAM will not make improper use of its position in managing the Fund to gain, directly or indirectly, any advantage or to cause detriment to the interests of Unit Holders. Where the interests of the directors or the person(s) or members of a committee undertaking the oversight function's interests may conflict with that of the Fund, they are to refrain from participating in the decision-making process relating to the matter. Staff of AHAM are required to seek prior approval from the executive director or the managing director before dealing in any form of securities. All transactions with related parties are to be executed on terms which are best available to the Fund and which are no less favourable to the Fund than an arm's length transaction between independent parties.

NO.	(A) PROSPECTUS	(B) REPLACEMENT PROSPECTUS
	or potential conflict of interest with AHAM and/or the Fund.	112. 2. 102.112.11. 1 1103. 2 2 1 0 2
	Cross trades AHAM may conduct cross trades between funds it is currently managing provided that all criteria imposed by the regulators are met. Notwithstanding the above, cross trades between the personal account of an employee of AHAM and the Fund's account(s) and between AHAM's proprietary trading accounts and the Fund's account(s) are strictly prohibited. Compliance with the criteria are monitored by the Compliance Unit of the Manager, and reported to the AHAM's Compliance and risk management committee, to avoid conflict of interests and manipulation that could have a negative impact on investors. Policy on Dealing with Conflict of Interest AHAM has in place policies and procedures to deal with any conflict of interest situations. In making an investment transaction for the Fund, AHAM will not make improper use of its position in managing the Fund to gain, directly or indirectly, any advantage or to cause detriment to the interests of Unit Holders. Where the interests of the directors or the investment committee member's interests may conflict with that of the Fund, they are to refrain from participating in the decision-making process relating to the matter. Staff of AHAM are required to seek prior approval from the executive director or the managing director before dealing in any form of securities. All transactions with related parties are to be executed on terms which are best available to the Fund and which are no less favourable to the Fund than an arms-length transaction between independent parties.	
15.	RELEVANT INFORMATION	
15.1	ANTI-MONEY LAUNDERING POLICIES AND PROCEDURES	
	1 st paragraph: - Pursuant to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") and SC's Guidelines on Prevention of Money Laundering and Terrorism Financing for Capital Market Intermediaries, it is our responsibility to prevent AHAM from being used for money laundering and terrorism	Pursuant to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA") and SC's Guidelines on Prevention of Money Laundering and Terrorism Financing for Reporting Institutions for the Capital Market, it is our

NO.	O. (A) PROSPECTUS				(B) REPLACEMENT PROSPECTUS			
	financing activities. To this end, or Financing of Terrorism Framew laundering process and procedudiligence process and proceduprocedures and customer due transactions to detect any suspi	we have estab ork (AML/CFT ires to combat ures for clien e diligence) a	lished an Anti-I Framework) a s such activities t on-boarding s well as ong	and put in place anti-money s. This includes a robust due (such as know-your-client	responsibility to prevent AHAM from being used for money laundering and terrorism financing activities. To this end, we have established an Anti-Money Laundering/Counter-Financing of Terrorism Framework (AML/CFT Framework) and put in place anti-money laundering process and procedures to combat such activities. This includes a robust due diligence process and			
16.	6. Nil.				 CONSENTS Trustee has given its consent to the inclusion of its name in the form and context in which such name appears in this Prospectus and has not subsequently withdrawn such consent before the issuance of this Prospectus; and_ The tax adviser has given its consent to the inclusion of its name and the tax adviser's letter in the form and context in which such name and tax adviser's letter appear in this Prospectus and has not subsequently withdrawn such consent before the issuance of this Prospectus. 			
17.	7. DIRECTORY OF SALES OFFICE			DIRECTORY OF SALES OFFICES				
	AFFIN HWANG ASSET MANAGE HEAD OFFICE Ground Floor, Menara Boustead 69 Jalan Raja Chulan 50200 Kuala Lumpur Tel: 03 – 2116 6000 Fax: 03 – 2116 6100 Toll Free No: 1-800-88-7080 Email: customercare@affinhwangam.com Website: www.affinhwangam.com PENANG No. 10-C-23 & 10-C-24, Precinct 10 Jalan Tanjung Tokong 10470 Penang Tel: 04 – 899 8022 Fax: 04 – 899 1916 MELAKA	PERAK 13A Persiaran Greentown 7 Greentown Business Centre 30450 Ipoh, Perak Tel: 05 - 241 0668 Fax: 05 - 255 9696 JOHOR 1st Floor, No. 93, Jalan Molek 1/29 Taman Molek	SARAWAK Ground Floor, No. 69 Block 10, Jalan Laksamana Cheng Ho 93200 Kuching, Sarawak Tel: 082 – 233 320 Fax: 082 – 233 663 1st Floor, Lot 1291 Jalan Melayu, MCLD		AHAM ASSET MANAGEMENT BERHAD (FORMERLY KNOWN AS AFFIN HWANG ASSET MANAGEMENT BERHAD):			

NO.	NO. (A)			(B)			
NO.	PROSPECTUS			REPLACEMENT PROSPECTUS			
	Lo. LEI					NI PROSPECTOS	
	Ground Floor	81100 Johor 98000 Miri,		HEAD OFFICE	PERAK		
	No. 584 Jalan Merdeka	Bahru, Johor Sarawak		Ground Floor, Menara	1, Persiaran	SARAWAK	
	Taman Melaka Raya	Tel: 07 – 351 Tel: 085 - 418		Boustead	Greentown 6	Ground Floor, No.	
	75000 Melaka	5677 / 5977 403		69 Jalan Raja Chulan	Greentown	69	
	Tel: 06 -281 2890	Fax: 07 – 351 Fax: 085 –		50200 Kuala Lumpur	Business Centre	Block 10, Jalan	
	Fax: 06 -281 2937	5377 418 372		Tel: 03 – 2116 6000	30450 Ipoh, Perak	Laksamana Cheng	
		CARALL		Fax: 03 – 2116 6100	Tel: 05 - 241 0668	Ho	
		SABAH		Toll Free No : 1-800-88-7080 Email:	Fax: 05 – 255	93200 Kuching,	
		Unit 1.09(a),			9696	Sarawak	
		Level 1, Plaza		customercare@aham.com.my	IOHOD	Tel: 082 – 233	
		Shell 29, Jalan		Website: www.aham.com.my	JOHOR	320 Fax : 082 – 233	
		Tunku Abdul		PENANG	<u>Unit 22-05, Level</u> 22	663	
		Rahman		B-16-2, Lorong Bayan Indah 3	<u>22</u> Menara Landmark	003	
		88000 Kota		11900 Bayan Lepas	No. 12, Jalan Ngee	1 st Floor, Lot	
		Kinabalu,		Pulau Pinang	Heng	1291	
		Sabah		Toll Free No : 1800-888-377	80000 Johor	Jalan Melayu,	
		Tel : 088 - 252		101111ee 110 : 1800-886-377	Bahru	MCLD	
		881		MELAKA	Johor	98000 Miri,	
		Fax : 088 - 288		Ground Floor	Tel: 07 – 227 8999	Sarawak	
		803		No. 584 Jalan Merdeka	Fax : 07 - 223	Tel : 085 - 418	
				Taman Melaka Raya	8998	403	
	<u>L</u>			75000 Melaka		Fax: 085 – 418	
				Tel: 06 -281 2890	SABAH	372	
				Fax: 06 -281 2937	Unit 1.09(a), Level		
					1, Plaza Shell		
					29, Jalan Tunku		
					Abdul Rahman		
					88000 Kota		
					Kinabalu, Sabah		
					Tel: 088 - 252		
					881		
					Fax: 088 - 288		
					803		