

Affin Hwang Aiiman Income Plus Fund (“Fund”)

List highlighting the amendments from the deed dated 5 May 2004 as modified by the first supplemental deed dated 29 December 2005, the second supplemental deed dated 18 June 2007, the third supplemental deed dated 23 September 2008, the fourth supplemental master deed dated 20 November 2008, the fifth supplemental deed dated 26 March 2010, the sixth supplemental deed dated 18 January 2012, the seventh supplemental deed dated 27 June 2014 and the eighth supplemental deed dated 30 November 2017 (“Principal deed”) and the ninth supplemental deed dated 24 August 2022 (“Ninth Supplemental Deed”) in relation to the fund.

CLAUSE	PRINCIPAL DEED	NINTH SUPPLEMENTAL DEED
2.1(a)	Existing name of the Manager: Affin Hwang Asset Management Berhad	New name of the Manager: <To be announced>
2.1(b)	Existing name of the Fund: Affin Hwang Aiiman Income Plus Fund	New name of the Fund: <To be announced>
2.1(c)	Definition of “Act”: means the Securities Commission Act, 1993;	Definition of “Act”: means the Capital Markets and Services Act 2007 as may be amended from time to time;
2.1(d)	Nil.	A new definition of “approved accounting standards” has been inserted: “ approved accounting standards ” has the meaning assigned to it in the Financial Reporting Act 1997, but excluding the Malaysian Private Entities Reporting Standard or its equivalent;
2.1(e)	Nil.	A new definition of “Capital Distribution Date” has been inserted: “ Capital Distribution Date ” means the date appointed as such by the Manager in consultation with the Trustee pursuant to this Deed and is the date on which the capital in respect of the Fund, if any has been declared for distribution, is to be distributed;
2.1(f)	Nil	A new definition of “financial institution” has been inserted: “ financial institution ” means: (a) if the institution is in Malaysia: (i) licensed bank; (ii) licensed investment bank; or (iii) licensed Islamic bank; or

		(b) if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services;
2.1(g)	Nil.	A new definition of “financial statements” has been inserted: “ financial statements ” has the meaning as set out in the approved accounting standard issued or approved by the Malaysian Accounting Standards Board pursuant to the Financial Reporting Act 1997;
2.1(h)	Definition of “Financial Year”: means, in relation to the Fund, the first year of which begins from the commencement date of the Fund and ending on the date as set out in item 3 of the Schedule and thereafter means the twelve (12)-month period ending on that date every year subject to the right of the Manager, in consultation with the Trustee, to vary the Financial Year as and when deemed appropriate;	Definition of “Financial Year” has been amended to: means a financial year of the Fund and is the period described as such in the Item 3 of the Schedule hereto; the Manager may, in consultation with the Trustee, vary the date of the Financial Year in accordance with the relevant laws;
2.1(i)	Nil.	A new definition of “fund manager” has been inserted: “ fund manager ” means a person who undertakes the fund management function, or part thereof, for the Fund and who is either: (a) a holder of a capital markets services licence for the regulated activity of fund management; or (b) in the case of a company outside Malaysia, a person properly licensed or authorised by the relevant regulator in its home jurisdiction to carry out fund management activities;
2.1(j)	Definition of “Independent member”: “Independent member” means in relation to the Board of Directors of the Manager or to the Investment Committee of the Fund, a person who is not in any way related to the Manager or its shareholders and who is free of any relationship that would interfere with his exercise of independent judgement;	Deleted.
2.1(k)	Definition of “Licensed institution”:	Definition of “Licensed institution” has been amended to: “ licensed bank ” has the meaning assigned to it in the Financial Services Act 2013;

	“Licensed institution” means any institution licensed or deemed to be licensed under the Banking and Financial Institution Act 1989;	
2.1(l)	Nil.	A new definition of “licensed investment bank” has been inserted: “ licensed investment bank ” has the meaning assigned to it in the Financial Services Act 2013;
2.1(m)	Nil.	A new definition of “licensed Islamic bank” has been inserted: “ licensed Islamic bank ” has the meaning assigned to it in the Islamic Financial Services Act 2013;
2.1(n)	Definition of “the SC”: means the Securities Commission established under the Act;	Definition of “the SC” has been amended to: means the Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993;
2.1(o)	The definition of “Special Resolution”: means a resolution passed at a meeting of Unit Holders duly convened in accordance with this Deed and carried by a majority of not less than three-fourths of the Unit Holders voting thereat upon a show of hands or if a poll is duly demanded and taken by a majority consisting of not less than three-fourths on number of the votes given on such poll;	The definition of “Special Resolution” has been amended to: means a resolution passed at a meeting of Unit Holders duly convened in accordance with this Deed by a majority of not less than three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, “three-fourths (3/4) of the Unit Holders present and voting” means three-fourths (3/4) of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund, “Special Resolution” means a resolution passed at a meeting of Unit Holders duly convened in accordance with this Deed by a majority in number representing at least three-fourths (3/4) of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy;
2.1(p)	Clause 2.4: 2.4 Assets Vest in Trustee The Trustee declares that it holds the Assets of the Fund in relation to which it is appointed trustee on trust for the Unit Holders. The Assets of the Fund vest in or to the order of the Trustee, but must be held separate from its assets and other trust property of such Trustee.	Clause 2.4 has been amended to: 2.4 Assets Vest in Trustee The Trustee declares that it holds the Assets in relation to which it is appointed trustee on trust for the Unit Holders. The Trustee shall ensure that the Assets are clearly identified as the assets of the Fund and held separately from any other assets held by or entrusted to the Trustee.
2.1(q)	Clause 2.5: 2.5 Size The initial size of the Fund is as specified in item 7 of the Schedule hereto. The Manager may with the approval of	Deleted.

	the Trustee and the SC (where applicable) increase the size of the Fund from time to time.	
2.1(r)	<p>Clause 3.1:</p> <p>3.1 Period of the Fund</p> <p>The Fund hereby created shall commence on the Commencement Date and shall continue until determined by the Trustee in accordance with the provisions hereinafter contained.</p>	<p>Clause 3.1 has been amended to:</p> <p>3.1 Period of the Fund</p> <p>The Fund hereby created shall commence on the Commencement Date and shall continue until determined in accordance with the provisions hereinafter contained.</p> <p>Notwithstanding the aforesaid, the Manager may in consultation with the Trustee, determine the trust hereby created and wind up the Fund without having to obtain the prior approval of the Unit Holders upon the occurrence of any of the following events:</p> <ul style="list-style-type: none"> (i) if any new law shall be passed which renders it illegal; or (ii) 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. <p>If the Fund is left with no Unit Holder, the Manager shall also be entitled to terminate the Fund.</p>
2.1(s)	<p>Clause 3.3(a):</p> <p>(a) as soon as practicable give notice of such termination to the Unit Holders;</p>	Deleted.
2.1(t)	<p>Last paragraph of Clause 3.3:</p> <p>In the event of the Fund being determined as herein provided the Trustee shall be at liberty to call upon the Manager to grant him and they shall give a full and complete release from and to this Deed and shall indemnify him against any claims arising out of his execution of the Fund provided that such claims are not caused by his failure to show the degree of care and diligence required of a Trustee as contemplated by this Deed, the Act, the Guidelines and all other relevant laws.</p>	<p>Last paragraph of Clause 3.3 has been amended to:</p> <p>In the event of the Fund being terminated:</p> <ul style="list-style-type: none"> (a) the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from this Deed; (b) the Manager shall indemnify the Trustee against any claims arising out of the Trustee's execution of this Deed provided always that such claims have not been caused by any failure on the part of the Trustee to exercise the degree of care and diligence required of a trustee as contemplated by this Deed and all relevant laws; (c) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and

		(d) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law.
2.1(u)	<p>Clause 4:</p> <p>4 INVESTMENT COMMITTEES</p> <p>4.1 Appointment of Investment Committees</p> <p>The Manager shall appoint an Investment Committee for the Fund consisting of such number of individuals as shall comply with the SC Requirements. Accordingly, notwithstanding:</p> <p>(a) that there may be several committees acting for each and every unit trust scheme managed and administered by the Manager; and</p> <p>(b) that certain members may act for more than one (1) committee of the unit trust schemes managed and administered by the Manager,</p> <p>the Investment Committee so appointed shall act separately and independently for the Fund in respect of which it was appointed.</p> <p>4.2 Members of the Investment Committees</p> <p>(a) The appointment of the members of the Investment Committee of the Fund shall be made in accordance with the Act and the Guidelines.</p> <p>(b) The Manager shall notify the SC of the resignation of any member of an Investment Committee of the Fund within such time as may be required by the SC Requirements.</p> <p>(c) Where a member of an Investment Committee becomes subject to any disqualification under any relevant legislation or the Guidelines or otherwise becomes unfit to hold office, the Manager shall ensure that the member resigns from the position immediately.</p>	<p>Clause 4 has been amended to:</p> <p>4 Oversight on the operation and management of the Fund</p> <p>4.1 The Manager shall have in place an oversight arrangement to ensure that the Fund is managed in accordance with this Deed, the Prospectus, the internal investment restrictions and policies and the relevant laws.</p> <p>4.2 The roles and responsibilities of the person(s) or members of a committee undertaking the oversight function shall include the following:</p> <p>(a) ensuring that the investment strategies selected are properly and efficiently implemented by the Manager or the fund manager (if any);</p> <p>(b) actively monitoring, measuring and evaluating the fund management performance of the Manager or the fund manager (if any); and</p> <p>(c) approving the appointment of a broker or dealer.</p>

	<p>(d) The Investment Committee for the Fund shall consist of such number of independent members as may be required by the SC Requirements. The independent members of an Investment Committee shall, in addition to their duties and responsibilities as members of the Investment Committee represent and safeguard the interests of the Unit Holders and investors.</p> <p>4.3 Role, Power and Duties of the Investment Committees</p> <p>The role of the Investment Committees of the Fund is to formulate, implement and monitor the investment management policies of the Fund consistent with:</p> <p>(a) the objectives of the Fund as set out in item 5 of the Schedule;</p> <p>(b) this Deed;</p> <p>(c) the Act, the Guidelines any written laws; and</p> <p>(d) acceptable and efficacious business practice within the unit trust industry.</p> <p>The Investment Committee of the Fund shall act with due care, skill and diligence in carrying out their duties and responsibilities.</p>	
2.1(v)	<p>Clause 5.4:</p> <p>5.4 Interest of Unit Holders</p> <p>The terms and conditions binding a Unit Holder in relation to the Units he holds are set out in this Deed, the Prospectus (providing that no Unit shall be issued or sold on the basis of a Prospectus later than one (1) year after the date of such Prospectus or any such period allowed by the SC) and, where applicable, the completed application form.</p>	<p>Clause 5.4 has been amended to:</p> <p>5.4 Interest of Unit Holders</p> <p>The terms and conditions binding a Unit Holder in relation to the Units he holds are set out in this Deed, the Prospectus and, where applicable, the completed application form.</p>

2.1(w)	<p>Clause 5.6:</p> <p>5.6 Units Split</p> <p>Subject to the SC Requirements and with the approval of the Trustee, the Manager may at such times as allowed by the SC and on any date on which income of the Fund is to be distributed, create such number of additional Units within the approved size of the Fund without increasing the Net Asset Value of the Fund following such increase.</p>	<p>Clause 5.6 has been amended to:</p> <p>5.6 Units Split</p> <p>Subject to the SC Requirements and with the approval of the Trustee, the Manager may at such times as allowed by the SC and on any date on which Income is to be distributed, create such number of additional Units without increasing the Net Asset Value of the Fund following such increase.</p>
2.1(x)	Nil.	<p>A new Clause 5.8(e) has been inserted:</p> <p>(e) A Unit Holder shall be entitled to take all necessary action, proceedings and/or steps against:</p> <p>(i) the Manager for any breach of its duties as set out in the Act and the Guidelines; and</p> <p>(ii) the Trustee for any breach of its duties as set out in the Act, the Guidelines and the Guidelines on the Registration and Conduct of Capital Market Services Providers.</p>
2.1(y)	<p>Clause 6.1(b):</p> <p>(b) All applications for Units shall be made in the prescribed form or in such other manner as may be adequately set out in the Prospectus but the Manager may specify an application be made in any other manner or form from time to time at its absolute discretion.</p>	<p>Clause 6.1(b) has been amended to:</p> <p>(b) All applications for Units shall be made in the prescribed form or in such other manner as shall be adequately set out in the Prospectus but the Manager may specify an application to be made in any other manner or form from time to time at its absolute discretion provided always that such other form or manner comply with the requirements of all relevant laws.</p> <p>(c)</p>
2.1(z)	<p>Clause 8.3:</p> <p>8.3 Obligation to Redeem or Repurchase</p> <p>Subject to Clauses 8.8, 9.4 and to a Trustee's right to refuse to cancel Units under the SC Requirements (which if exercised will cause the Manager's obligation to redeem the relevant Units to cease), the Manager must within the period prescribed for that purpose in the SC Requirements and after receipt by the Manager of a Redemption notice, at the election of the Manager either:</p>	<p>Clause 8.3 has been amended to:</p> <p>8.3 Obligation to Redeem or Repurchase</p> <p>Subject to Clauses 8.8, 9.4 and to a Trustee's right to refuse to cancel Units under the SC Requirements (which if exercised will cause the Manager's obligation to redeem the relevant Units to cease), the Manager must within the period prescribed for that purpose in the SC Requirements and after receipt by the Manager of a Redemption notice, at the election of the Manager either:</p>

	<p>(a) cause the number (or value) of Units held by the Unit Holder referred to in the redemption notice to be redeemed by the Trustee out of Assets of the Fund; or</p> <p>(b) subject to compliance with the SC Requirements in relation thereto, repurchase the number (or value) of Units held by the Unit Holder referred to in the Redemption notice out of its own funds.</p>	<p>(a) cause the number (or value) of Units held by the Unit Holder referred to in the Redemption notice to be redeemed by the Trustee out of Assets; or</p> <p>(b) subject to compliance with the SC Requirements in relation thereto, repurchase the number (or value) of Units held by the Unit Holder referred to in the Redemption notice out of its own funds,</p> <p>unless the Manager has reasonable grounds not to do so.</p>
2.1(aa)	<p>Clause 8.7:</p> <p>8.7 Suspension</p> <p>A Trustee has the right to suspend sale and repurchase of Units of the Fund under the SC Requirements and where the Trustee considers it to be in the interest of the Unit Holders to do so. The Manager may request the Trustee to suspend the sale and repurchase of Units where it is impractical for the Manager to calculate Net Asset Value of the Fund or until such time when the Manager can ascertain the legal owner thereof among possible claimants where the relevant Units are the subject of a dispute or potential dispute. The circumstances where the sale and repurchase of Units may be suspended include but is not limited to the following:</p> <p>(a) the closure of a securities exchange or the imposition of trading restrictions on a securities exchange; or</p> <p>(b) an emergency or other state of affairs; or</p> <p>(c) the declaration of a moratorium in a country where the Fund has Assets; or</p> <p>(d) for the purpose of conversion of any currency, a closure or restrictions on trading in the relevant foreign exchange market; or</p> <p>(e) the realisation of Assets not being able to be effected at prices which would be realised if Assets were</p>	<p>Clause 8.7 has been amended to:</p> <p>8.7 Suspension of Sale and/or Redemption of Units</p> <p>(a) The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the sale and/or redemption of Units due to exceptional circumstances, including but not limited to the following:</p> <p>(1) the closure of a securities exchange or the imposition of trading restrictions on a securities exchange where the Fund has substantial investments in the securities exchange;</p> <p>(2) an emergency or other state of affairs;</p> <p>(3) the declaration of a moratorium in a country where the Fund has Assets;</p> <p>(4) for the purpose of conversion of any currency, a closure or restrictions on trading in the relevant foreign exchange market;</p> <p>(5) the realisation of Assets not being able to be effected at prices which would be realised in an orderly fashion over a reasonable period in a stable market; or</p> <p>(6) upon closure of books at the time of declaration of distribution,</p> <p>where there is good and sufficient reason to do so. Where such suspension is triggered, the Manager shall notify all Unit Holders in a timely and appropriate manner of its decision to suspend the sale and/or redemption of Units.</p> <p>(b) The Manager shall cease the suspension as soon as practicable after the circumstances in Clause 8.7(a) have ceased, and in any event, within such time</p>

	<p>realised in an orderly fashion over a reasonable period in a stable market; or</p> <p>(f) upon closure of books at the time of declaration of distribution.</p> <p>The Trustee shall immediately notify the SC in writing if the sale and/or repurchase of Units of a Fund is suspended stating the reason for the suspension. No suspension may exceed twenty-one (21) days unless the consent of the Unit Holders is obtained. Before resuming the sale and/or repurchase of Units after any suspension, the Manager shall notify the SC in writing of the proposed resumption and the date of the proposed resumption. All outstanding Redemption and repurchases, and any Redemption notice or application for Units received while the Redemption and issue of Units is suspended is taken to be received on the first Business Day after the suspension ceases. All automatic re-investment mandates shall not be valid during suspension periods.</p>	<p>as may be prescribed by any relevant law. The period of suspension may be extended if the Manager satisfies the Trustee that it is in the best interests of Unit Holders for the sale and/or redemption of Units to remain suspended and such extension shall be subject to such periodic review as may be prescribed by the relevant law by the Trustee.</p> <p>(c) The Trustee may suspend the sale and/or redemption of Units, if the Trustee, on its own accord, considers that an event under Clause 8.7 (a) has been triggered. In such a case, the Trustee shall immediately call for a Unit Holders' meeting to decide on the next course of action.</p> <p>(d) The Manager shall immediately notify the SC in writing if the sale and/or redemption of Units is suspended, including any extension of suspension, stating the reason for the suspension or extended suspension, as the case may be.</p> <p>(e) The Trustee shall not create or cancel Units during the period in which the sale and/or redemption of Units is suspended.</p> <p>(f) Before resuming the sale and/or redemption of Units after any suspension, the Manager shall notify the SC in writing of the proposed resumption and the date of the proposed resumption.</p> <p>(g) All outstanding Redemption and repurchases, and any Redemption notice or application for Units received while the Redemption and issue of Units is suspended is taken to be received on the first Business Day after the suspension ceases. All automatic reinvestment mandates shall not be valid during suspension periods.</p>
2.1(bb)	<p>Clause 8.9(c):</p> <p>(c) The Manager shall borrow cash only from Licensed Institutions and the cash borrowing period shall not exceed such time as may be provided under the Guidelines.</p>	<p>Clause 8.9(c) has been amended to:</p> <p>(c) The Manager shall borrow cash only from financial institutions and the cash borrowing period shall not exceed such time as may be provided under the Guidelines.</p>
2.1(cc)	<p>Clause 9.6A(a):</p> <p>(a) The Manager shall take all reasonable steps, and exercise due diligence, to ensure that the Fund and the Units are correctly valued and/or priced in accordance with this Deed and the SC Requirements.</p>	<p>Clause 9.6A(a) has been amended to:</p> <p>(a) The Manager shall take all reasonable steps and exercise due diligence to ensure that the Fund and the Units are correctly valued and priced on a regular basis in accordance with this Deed and the SC Requirements.</p>

2.1(dd)	<p>Clause 9.7:</p> <p>9.7 Publication of Prices</p> <p>The Manager shall publish, in respect of the Funds:</p> <p>(a) the selling price of Units,</p> <p>(b) the redemption price of units,</p> <p>(c) the Net Asset Value per Unit of the Fund, and</p> <p>(d) the rate of the annual management fees</p> <p>daily in at least one (1) national language Bahasa Malaysia newspaper and one (1) national English newspaper.</p>	<p>Clause 9.7 has been amended to:</p> <p>9.7 Publication of Prices</p> <p>The Manager shall publish the Net Asset Value per Unit of the Fund at least once on every Business Day or at such frequency or time as may be allowed by the relevant authorities.</p>
2.1(ee)	<p>Clause 10.2:</p> <p>10.2 Delegation</p> <p>The Manager with the prior approval of SC and the Trustee and otherwise in accordance with the SC Requirements, may authorise any person or persons to act as its delegate (in the case of a joint appointment, jointly and severally) to perform any act or exercise any discretion within the Manager's power. The authorisation must be in writing. The Manager remains liable for the acts or omissions of a delegate. However, the Manager may include provisions to protect and assist those dealing with the delegate in the authorisation as the Manager thinks fit. The delegate may be an associate of the Manager. Any delegate appointed under this clause may, subject to SC Requirements, appoint one or more sub-delegates to perform any act or exercise any discretion of the delegate.</p>	<p>Clause 10.2 has been amended to:</p> <p>10.2 Delegation</p> <p>The Manager shall notify the relevant authorities in writing in respect of the delegation of its material functions to any person. For the avoidance of doubt, the Manager may appoint a fund manager to undertake its fund management function with the prior notification to the relevant authorities in writing. The Manager remains liable for the acts or omissions of a delegate.</p>
2.1(ff)	<p>Clause 10.3.1(a):</p> <p>(a) ensuring that the Fund is managed and administered in accordance with the Syariah principles;</p>	<p>Clause 10.3.1(a) has been amended to:</p> <p>(a) ensuring that the Fund complies with the applicable Syariah rulings, principles and concepts endorsed by the Shariah Advisory Council of the SC;</p>

2.1(gg)	<p>Clause 10.3.1(e):</p> <p>(e) preparing a report to be included in the fund's interim and annual report certifying whether the Fund has been managed and administered in accordance with the Syariah principle;</p>	<p>Clause 10.3.1(e) has been amended to:</p> <p>(e) preparing a report to be included in the Fund's semi-annual and annual report stating in its opinion whether the Fund has been managed and administered in accordance with the Syariah principle, including Shariah rulings, principles and concepts endorsed by the Shariah Advisory Council of the SC;</p>
2.1(hh)	Nil.	<p>A new Clause 10.3.1(i) has been inserted:</p> <p>(i) apply <i>Ijtihad</i> (intellectual reasoning) to ensure all aspects relating to the Fund are in compliance with Syariah, in the absence of any rulings, principles and concepts endorsed by the Shariah Advisory Council of the SC.</p>
2.1(ii)	<p>Clause 10.11:</p> <p>10.11 Materially Prejudiced to the Interests of the Unit Holders</p> <p>The Manager shall summon a meeting of the Unit Holders of the Fund in accordance with the Deed to obtain the Unit Holders' approval where the interests of the Unit Holders may be materially prejudiced by any changes to the Fund.</p>	<p>Clause 10.11 has been amended to:</p> <p>10.11 Materially Prejudiced to the Interests of the Unit Holders</p> <p>The Manager shall summon a meeting of the Unit Holders in accordance with the Deed to obtain the Unit Holders' approval of not less than two-thirds (2/3) of all Unit Holders present and voting at a Unit Holders' meeting where the interests of the Unit Holders may be materially prejudiced by any changes to the Fund.</p>
2.1(jj)	Nil.	<p>A new Clause 10.12 has been inserted:</p> <p>10.12 Role, Powers and Duties of the Manager</p> <p>(a) The Manager shall provide a copy of this Deed to a Unit Holder or the Trustee upon request for a copy of this Deed and upon payment to the Manager of such reasonable sum as may be imposed by the Manager;</p> <p>(b) The Manager shall not act as principal in the sale and purchase of the Assets;</p> <p>(c) The Manager shall lodge with the relevant authorities the annual report of the Fund and the audited annual report of the Manager and deliver to the relevant authorities any semi-annual report of the Fund within such time as may be required by the relevant laws;</p> <p>(d) The Manager shall deliver to the relevant authorities any statements, documents, books and other particulars as may be required by the relevant authorities from time to time;</p>

- (e) The Manager shall:
 - (i) send to every Unit Holder without charge a copy of the annual and semi-annual reports of the Fund within such time as may be required by the relevant laws; and
 - (ii) where a Unit Holder requests the audited annual report of the Manager or any additional copies of the annual or semi-annual report of the Fund, send to the Unit Holder the report requested within such time as may be required by the relevant laws and upon payment to the Manager of a reasonable sum as may be determined by the Manager;
- (f) The Manager shall submit or make available any information relating to the Fund, its business (where appropriate and/or reasonable) and any other information as may be required by the relevant authorities and the Trustee from time to time;
- (g) The Manager shall:
 - (i) exercise the degree of care and diligence that a reasonable person would exercise in the position of the Manager in managing the Fund, and effectively employ the resources and procedures necessary for the proper performance of the Fund;
 - (ii) act in the best interests of the Unit Holders, and if there is a conflict between Unit Holders' interests and its own interests, give priority to Unit Holders' interests;
 - (iii) observe high standards of integrity and fair dealing in managing the Fund to the best and exclusive interest of the Unit Holders;
 - (iv) ensure that the Assets are clearly identified as the assets of the Fund and are held separately from the assets of the Manager and any other fund managed by the Manager;
 - (v) conduct all transactions for the Fund on an arm's length basis;
 - (vi) appoint a compliance officer who shall directly report to the board of directors of the Manager;

		<ul style="list-style-type: none"> <li data-bbox="1240 102 2141 405">(vii) appoint an individual as a designated person responsible for the fund management function of the Fund; where the fund management function is undertaken by an external party, the Manager shall ensure that the fund manager appoints a designated person for the Fund and the designated person shall be a holder of a capital markets services representative's licence or where the fund manager is a foreign fund management company, the designated person shall be licensed, registered, approved or authorised to carry on the activity of fund management by the relevant regulator in his home jurisdiction; <li data-bbox="1240 440 2141 619">(viii) shall prepare and present or cause to be prepared and presented the financial statements of the Manager and the Fund in accordance with approved accounting standards, this Deed and all relevant laws and ensure that the financial statements of the Fund give a true and fair view of the Fund's financial position as at the end of the Financial Year; <li data-bbox="1240 654 2141 711">(ix) establish, implement and maintain a risk management framework that commensurate with its business; <li data-bbox="1240 746 2141 865">(x) establish, implement and maintain risk management policy and procedures of the Fund to effectively monitor, measure and manage risks of the investment positions of the Fund and their overall contribution to the risk profile of the Fund; <li data-bbox="1240 900 2141 1050">(xi) ensure that the human resource, technology and systems employed are adequately and appropriately resourced, at all times, for the proper establishment, implementation and maintenance of the risk management policy and procedures under sub-paragraphs (ix) and (x); <li data-bbox="1240 1085 2141 1171">(xii) establish, implement and maintain policies and procedures to ensure proper records are in place in relation to the Fund's valuation and pricing; and <li data-bbox="1240 1206 2141 1292">(xiii) maintain an internal audit function to report on the adequacy, effectiveness and efficiency of the management, operations, risk management and internal controls.
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2.1(kk)	<p>Clause 11.3:</p> <p>11.3 Indemnity</p> <p>Subject to the SC Requirements as affect the extent of such indemnity, the Trustee is entitled to be indemnified out of Assets of the Fund for any liability incurred by the Trustee in performing or exercising any of its powers or duties in relation to the Fund. This indemnity is in addition to any indemnity allowed by law, but does not extend to liabilities arising:</p> <p>(a) from a breach of trust; or</p> <p>(b) where the Trustee fails to show the degree of care and diligence required of the Trustee having regard to its powers, authorities and discretions under this Deed or the SC Requirements.</p>	<p>Clause 11.3 has been amended to:</p> <p>11.3 Indemnity</p> <p>Subject to the SC Requirements as affect the extent of such indemnity, the Trustee is entitled to be indemnified out of Assets for any liability incurred by the Trustee in performing or exercising any of its powers or duties in relation to the Fund. This indemnity is in addition to any indemnity allowed by law, but does not extend to liabilities arising:</p> <p>(a) from contravention of any relevant laws;</p> <p>(b) from a breach of trust; or</p> <p>(c) where the Trustee fails to show the degree of care and diligence required of the Trustee having regard to its powers, authorities and discretions under this Deed or the SC Requirements.</p>
2.1(ll)	Nil.	<p>A new Clause 11.12 has been inserted:</p> <p>11.12 Role, Powers and Duties of the Trustee</p> <p>(a) The Trustee shall:</p> <p>(i) act honestly and in the best interests of the Unit Holders, and if there is a conflict between Unit Holders' interests and its own interests, give priority to Unit Holders' interests;</p> <p>(ii) take all reasonable steps to ensure fair treatment of Unit Holders;</p> <p>(iii) not gain an advantage for itself or another person;</p> <p>(iv) not cause detriment to Unit Holders;</p> <p>(v) actively monitor the Fund operations and management by the Manager, including conduct independent reviews and not only depend on the information submitted by the Manager;</p> <p>(vi) exercise reasonable diligence in monitoring the functions of the Manager and to ascertain whether the Manager has committed any breach of this Deed or the relevant laws;</p>

		<ul style="list-style-type: none"> (vii) do everything in its power to ensure that the Manager remedies any breach of this Deed or any relevant law known to the Trustee, unless the Trustee is satisfied that such breach will not materially prejudice the interests of the Unit Holders; (viii) comply with any other duty that is conferred on the Trustee by this Deed, provided that such duty is not contrary with the relevant laws; (ix) carry out any other duties or responsibilities as may be specified by the SC; (x) have in place adequate compliance and monitoring mechanism for regular review which includes monitoring and checking of compliance with investment limits as well as processes for reconciliation; (xi) not hold Units or have other interests in the Fund and any funds under the Fund; (xii) at all times, through proper and adequate supervision, ensure that the Fund is operated and managed by the Manager in accordance with this Deed, the Prospectus, the product highlights sheet and the relevant laws; (xiii) take all steps to effect any instruction properly given by the Manager in relation to the: <ul style="list-style-type: none"> (1) acquisition or disposal of, or the exercise of the rights attached to the Assets; and (2) creation, cancellation and dealing in Units of the Fund, <p style="margin-left: 20px;">in so far where such instruction is not contrary to any requirement of this Deed, the Prospectus or the relevant laws;</p> (xiv) ensure that the systems, procedures and processes employed to value and/or price the Fund and/or the Units are adequate, and that such valuation and/or pricing is carried out in accordance with this Deed and all relevant laws; (xv) ensure that it is fully informed of the investment policies of the Fund set by the Manager, and keeps itself up-to-date with any changes made thereto. If the Trustee is of the opinion that the policies are not
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		<p>in the interests of the Unit Holders, it shall, after having considered any representation made by the Manager, instruct the Manager to take such appropriate action as the Trustee may deem fit and/or to summon a Unit Holders' meeting for the purpose of giving such instructions to the Trustee as the meeting thinks proper; and</p> <p>(xvi) if the Fund is expressed to be managed in accordance with specific principles or objectives:</p> <ol style="list-style-type: none"> (1) ensure that the Fund is managed in accordance with such principles or objectives; and (2) provide a transaction report of the Fund to the Shariah adviser, where applicable. If the transaction report is prepared by the Manager, the Trustee shall approve the transaction report prior to it being submitted to the Shariah adviser, where applicable; <p>(xvii) as soon as practicable notify the relevant authorities of any irregularity, any breach of the provisions of this Deed or the relevant laws, any inconsistency between the provisions of the Prospectus and the provisions of this Deed which in the Trustee's opinion, may indicate that the interests of the Unit Holders are not being served, and any other matter properly regarded by the Trustee as not being in the interests of the Unit Holders;</p> <p>(xviii) give the Unit Holders a statement explaining the effect of any proposal that the Manager may submit to the Unit Holders before any Unit Holders' meeting which:</p> <ol style="list-style-type: none"> (1) the court orders in relation to a scheme of arrangement or compromise under Section 366(1) of the Companies Act 2016; or (2) the Trustee may convene under this Deed; and <p>(xix) comply with any direction given to it at a Unit Holders' meeting unless:</p> <ol style="list-style-type: none"> (1) the Trustee is of the opinion that the direction is inconsistent with any provision or covenant of this Deed or the provisions of the Act or is otherwise objectionable; and
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		<p>(2) the Trustee has either obtained, or is in the process of obtaining, an order from the court under any relevant law to set aside or vary that direction.</p> <p>(b) Where the Manager fails to remedy any breach of the provisions or covenants of this Deed or any contravention of the provisions of the relevant laws when required by the Trustee, the Trustee may:</p> <ul style="list-style-type: none"> (i) call a meeting of Unit Holders; (ii) inform the Unit Holders of the failure at the meeting of Unit Holders; (iii) submit proposals for the protection of interests of Unit Holders; and (iv) ask direction from Unit Holders in relation to the matter. <p>The Trustee may appoint a person to chair the meeting of Unit Holders and where the Trustee does not exercise this power, the Unit Holders present at the meeting of Unit Holders may appoint a person to chair the meeting of Unit Holders.</p>
2.1(mm)	Nil.	<p>A new Clause 11A has been inserted:</p> <p>11A Conflicts of interest, etc</p> <ul style="list-style-type: none"> (a) The Manager and the Trustee and any delegate thereof shall avoid any conflicts of interest. Where a conflict cannot be avoided, appropriate safeguards shall be put in place to protect the interests of the Unit Holders and to ensure that the Fund is not disadvantaged by the transaction concerned. (b) The Manager shall be satisfied that the dealings in the Assets will be effected by the broker or dealer on terms which are the most favourable for the Fund (“best execution basis”).
2.1(nn)	<p>Clause 13.2(g):</p> <p>(g) On an Income Distribution Date for the Fund, the amount of income determined to be distributed shall be transferred from the Fund to a separate account to be known as the Distribution Account. Any interest earned by placing on deposit sums standing to the credit of the Distribution Account shall be treated as if it were Cash Produce and shall be dealt with accordingly. Save as aforesaid, the</p>	<p>Clause 13.2(g) has been amended to:</p> <p>(g) On an Income distribution date, the amount of Income determined to be distributed shall be transferred from the Fund to a separate account to be known as the distribution account (“Distribution Account”). Any profit earned by placing on Islamic deposit sums standing to the credit of the Distribution Account shall be treated as if it were Cash Produce and shall be dealt with accordingly. Save as aforesaid, the amount standing to the credit of the Distribution Account shall not for any of the purposes of this Deed be</p>

	amount standing to the credit of the Distribution Account shall not for any of the purposes of this Deed be treated as part of the Fund but shall be held by the Trustee upon trust to be distributed as income as herein this Deed provided.	treated as part of the Fund but shall be held by the Trustee upon trust to be distributed as Income as herein this Deed provided.
2.1(oo)	<p>Clause 13.2(m):</p> <p>(m) Subject to Clause 13.2(n), the Manager shall send to every Unit Holder a statement detailing the nature and the amount of the income distributed, whether in the form of income/dividends, in every distribution of income. In this regard, the Manager shall also declare in the statement:</p> <p>(a) the Net Asset Value per Unit prior to and subsequent to the distribution; and</p> <p>(b) the effect of the distribution on the selling price and repurchase price if Units of the Fund in question.</p>	<p>Clause 13.2(m) has been amended to:</p> <p>(m) Subject to Clause 13.2(n), the Manager shall send to every Unit Holder a statement detailing the nature, whether in the form of cash and/or further Units in lieu of cash, and the amount of Income distributed in every distribution of Income. In this regard, the Manager shall also declare in the statement:</p> <p>(i) the total returns of the Fund; and</p> <p>(ii) the Net Asset Value per Unit prior to, and subsequent to the distribution.</p>
2.1(pp)	<p>Clause 13.2(n):</p> <p>(n) In the case of a distribution of income which does not coincide with the end of a Financial Year, the Manager may choose not to send the statement referred to in Clause 13.2(m) provided always that the same information is published in an advertisement in accordance with the SC Requirements.</p>	<p>Clause 13.2(n) has been amended to:</p> <p>(n) In the case of an interim distribution, the Manager may choose not to send the statement referred to in Clause 13.2(m) provided always that the same information is published in the Manager's website in accordance with any relevant law.</p>
2.1(qq)	Nil.	<p>A new Clause 13.2A has been inserted:</p> <p>13.2A Capital Distribution</p> <p>13.2A.1 Subject to the distribution policy of the Fund as set out in the Item 7 of the Schedule hereto and the relevant laws, the Manager may, in consultation with the Trustee, determine whether a distribution may be made out of the capital of the Fund provided always that the same is adequately disclosed in the Prospectus. For the avoidance of doubt, capital distribution includes any distribution paid out of unrealised income or unrealised gains of the Fund.</p> <p>13.2A.2 On a Capital Distribution Date, an appropriate amount shall be transferred out of the capital of the Fund to the Distribution Account. The amount standing to the credit of the Distribution Account shall not for any of the purposes of this Deed be treated as part of the Fund but shall be held by the Trustee upon trust to distribute the same as hereon provided.</p>

		<p>13.2A.3 On a Capital Distribution Date, the Trustee shall at the direction of the Manager distribute among the Unit Holders in accordance with Clause 13.2A.4 such amount as the Manager has in accordance with this Deed determined to be distributable out of the capital of the Fund.</p> <p>13.2A.4 The amount determined by the Manager to be distributed in respect of the Fund shall be paid to all Unit Holders in proportion to the number of Units held by them as of the Capital Distribution Date.</p>
2.1(rr)	<p>Clause 14.3:</p> <p>14.3 Reports</p> <p>The Manager must report to Unit Holders concerning the affairs of the Fund and their respective Unit holdings as required by the SC Requirements. The form and content of any report or statement sent by the Trustee or Manager to Unit Holders shall contain the matters prescribed in the SC Requirements but otherwise shall be at the discretion of the person preparing it. A copy of this Deed, the latest annual and interim report is available for inspection free of charge at the principal place of business of the Manager and the Trustee.</p>	<p>Clause 14.3 has been amended to:</p> <p>14.3 Reports</p> <p>The Manager must report to Unit Holders concerning the affairs of the Fund and their respective Unit holdings as required by the SC Requirements. The form and content of any report or statement sent by the Trustee or Manager to Unit Holders shall contain the matters prescribed in the SC Requirements but otherwise shall be at the discretion of the person preparing it. A copy of this Deed, the latest annual and semi-annual report is available for inspection free of charge upon request by any member of the public during normal business hours at the principal place of business of the Manager and the Trustee.</p>
2.1(ss)	Nil.	<p>New Clauses 15.1A and 15.1B have been inserted:</p> <p>15.1A Register to be kept at the registered office of the Manager</p> <p>The Register shall be kept at the registered office of the Manager in Malaysia.</p> <p>15.1B Right to request information in the Register</p> <p>Any Unit Holder may request the Manager to furnish him with a copy of the Register, or of any part thereof, but only in so far as it relates to his name, address, the number of Units held by him and amounts paid on the Units, and the Manager shall, on payment in advance of a reasonable fee as the Manager may require, cause any copy so requested to be sent to that person within such time as may be prescribed by the relevant laws.</p>
2.1(tt)	Nil.	New Clauses 15.2A and 15.2B have been inserted:

		<p>15.2A Notice on the location of branch Register</p> <p>The Manager shall deliver to the relevant authorities a notice of the location of the office where any branch Register is kept and of any change of its location, and if the branch office is permanently closed, of its closure, and any such notice shall be delivered within such time as may be prescribed by the relevant laws.</p> <p>15.2B Transmission</p> <p>The Manager shall transmit to the office at which its principal Register is kept a copy of every entry in its branch Register as soon as may be practicable after the entry is made, and shall cause to be kept at that office duly entered up from time to time, a copy of its branch Register, which shall for the purposes of this Deed, the Act and/or any relevant law be deemed to be a part of the principal Register.</p>
2.1(uu)	Nil.	<p>A new Clause 16.2A has been inserted:</p> <p>16.2A Participation of Unit Holders by video-conference, web-based communication, electronic or such other communication facilities or technologies available</p> <p>(a) The Unit Holders may participate in a Unit Holders’ meeting by video-conference, web-based communication, electronic or such other communication facilities or technologies available from time to time and to vote at the Unit Holders’ meeting. For the avoidance of doubt, the chairman of the meeting shall be present at the meeting either virtually or physically at the main venue of the Unit Holders’ meeting.</p> <p>(b) Participation by a Unit Holder in a Unit Holders’ meeting by any of the communication facilities referred to in Clause 16.2A(a) of this Deed shall be deemed as present at the said Unit Holders’ meeting and shall be counted towards the quorum notwithstanding the fact that the Unit Holder is not physically present at the main venue of where the Unit Holders’ meeting is to be held.</p> <p>(c) Unless otherwise prescribed by the relevant laws, a Unit Holders’ meeting summoned pursuant to this Clause 16 shall not be deemed to have proceeded for such period or periods where any of the communication facilities referred to in Clause 16.2A(a) of this Deed have been disconnected. The chairman of the meeting may, at his absolute discretion, adjourn the meeting which had been disconnected and which cannot be reconnected within a reasonable time, to another date and time not being less than fifteen (15) days from the date of such meeting.</p>

<p>2.1(vv)</p>	<p>Clause 16.4:</p> <p>16.4 Quorum</p> <p>(a) The quorum required for a meeting of the Unitholders shall be five (5) Unitholders, whether present in person or by proxy. If the Fund has five (5) or fewer Unitholders, the quorum required for a meeting of the Unitholders shall be two (2) Unitholders, whether present in person or by proxy.</p> <p>(b) If a meeting of Unitholders requires a special resolution, the quorum in relation to the special resolution shall be five (5) Unitholders (or two (2) Unitholders where the Fund have five (5) or fewer Unitholders), whether present in person or by proxy, holding an aggregate of at least 25% of the Units in issue at the time of the meeting.</p>	<p>Clause 16.4 has been amended to:</p> <p>16.4 Quorum</p> <p>(a) The quorum required for a meeting of the Unit Holders shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy.</p> <p>(b) If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty-five per centum (25%) of the Units in circulation at the time of the meeting.</p> <p>(c) If the Fund has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders.</p>
<p>2.1(ww)</p>	<p>Clause 16.6:</p> <p>16.6 Chairman</p> <p>Subject to the SC Requirements, the Trustee may nominate the chairman of a meeting of Unit Holders of the Fund. The chairman need not be a Unit Holder.</p>	<p>Clause 16.6 has been amended to:</p> <p>16.6 Chairman</p> <p>Unless otherwise prescribed by the relevant laws, a Unit Holders' meeting summoned pursuant to this Clause 16 shall:</p> <p>(a) be held not later than two (2) months after the notice was given, at the time and place stipulated in the notice and advertisement (if any);</p> <p>(b) be chaired:</p> <p>(1) if the meeting was convened at the instance of the Unit Holders or the Trustee, by a person appointed by the Unit Holders present at the meeting, or where no such appointment is made, a nominee of the Trustee; or</p> <p>(2) if the meeting was convened at the instance of the Manager, by a person appointed by the Manager; and</p> <p>(c) be conducted in accordance with this Deed, or if no provisions were made pursuant to this Deed, as directed by the chairman of the meeting.</p>

2.1(xx)	<p>Clause 16.10:</p> <p>16.10 Proxies</p> <p>A Unit Holder may be represented at a meeting by only one (1) proxy. A proxy need not be a Unit Holder. The Trustee is not obliged to enquire whether a proxy has been validly given. The instrument appointing a proxy shall be duly stamped (if required) and deposited at the office of the Manager not less than forty-eight (48) hours before the time appointed for the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote. A proxy is still valid after it is revoked or after the Unit Holder who gave it dies or comes under a legal disability, unless the Trustee has received written notice of that fact before the meeting at which the proxy is used. Every instrument of proxy whether for a specific meeting or otherwise shall be in such form as the Trustee may agree with the Manager, and shall provide that if any person named as proxy therein fails to attend the Chairman shall instead be appointed the proxy.</p>	<p>Clause 16.10 has been amended to:</p> <p>16.10 Proxies</p> <p>A Unit Holder may be represented at a meeting by only one (1) proxy. A proxy need not be a Unit Holder. The Trustee is not obliged to enquire whether a proxy has been validly given. The instrument appointing a proxy shall be duly stamped (if required) and deposited at the office of the Manager not less than forty-eight (48) hours before the time appointed for the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote. For the avoidance of doubt, the instrument appointing a proxy shall be deemed to be deposited at the office of the Manager if it is sent by e-mail or such other digital or electronic medium to the Manager at the e-mail address or such other digital or electronic medium notified by the Manager in the notice of meeting or adjourned meeting, as the case may be.</p> <p>A proxy is still valid after it is revoked or after the Unit Holder who gave it dies or comes under a legal disability, unless the Trustee has received written notice of that fact before the meeting at which the proxy is used. Every instrument of proxy whether for a specific meeting or otherwise shall be in such form as the Trustee may agree with the Manager, and shall provide that if any person named as proxy therein fails to attend the chairman of the meeting shall instead be appointed as the proxy.</p>
2.1(yy)	<p>Clause 20.1:</p> <p>20.1 Manager</p> <p>The Manager is entitled to:</p> <p>(a) a maximum Sales Charge of ten per centum (10%) of the Net Asset Value per Unit or, at the option of the Manager, the Selling Price (if the formula is used) contributed by an applicant for Units. This amount must be paid to the Manager at the time Units are issued or sold. The Manager may charge a higher Sales Charge than that disclosed in the Prospectus provided that:-</p> <p>(i) the Manager has notified the Trustee in writing of the higher Sales Charge and its effective date;</p> <p>(ii) a new or supplementary Prospectus stating the higher Sales Charge is issued thereafter; and</p>	<p>Clause 20.1 has been amended to:</p> <p>20.1 Manager</p> <p>The Manager is entitled to:</p> <p>(a) a maximum Sales Charge of ten per centum (10%) of the Net Asset Value per Unit contributed by an applicant for Units. This amount must be paid to the Manager at the time Units are issued or sold. The Manager may charge a higher Sales Charge than that disclosed in the Prospectus provided that:-</p> <p>(i) the Manager has notified the Trustee in writing of the higher Sales Charge and the effective date for the higher Sales Charge;</p> <p>(ii) a supplementary/replacement prospectus stating the higher Sales Charge is registered, lodged and issued; and</p> <p>(iii) the period stipulated in the SC Requirements has elapsed since the effective date of the supplementary/replacement prospectus.</p>

	<p>(iii) the period stipulated in the SC Requirements for this purpose from the issue of the new or supplementary Prospectus has elapsed.</p> <p>(b) a Repurchase Charge per Unit according to the Schedules for the Fund deducted from the Redemption Price to the Unit Holder. The Manager may charge a higher Repurchase Charge than that disclosed in the Prospectus provided that:</p> <p>(i) the Manager has notified the Trustee in writing of the higher Repurchase Charge and its effective date;</p> <p>(ii) a new or supplementary Prospectus stating the higher Repurchase Charge is issued thereafter; and</p> <p>(iv) the period stipulated in the SC Requirements for this purpose from the issue of the new or supplementary Prospectus has elapsed.</p> <p>(c) an annual management fee from the Fund as provided in the Schedule calculated daily based on the Net Asset Value for that particular day. This amount is payable on such dates as may be agreed upon between the Manager and the Trustee. The Manager may from time to time by notice in writing to and agreement from the Trustee fix as the appropriate amount some smaller percentage of the management fee than the maximum hereinbefore provided for, in which case such smaller percentage shall be the appropriate percentage until varied subsequently.</p> <p>Notwithstanding the foregoing, the Manager may only fix a higher percentage of management fee than that disclosed in the Prospectus provided that and unless:</p>	<p>(b) a Repurchase Charge per Unit according to the Schedule hereto deducted from the Redemption Price to the Unit Holder. The Manager may charge a higher Repurchase Charge than that disclosed in the Prospectus provided that:-</p> <p>(i) the Manager has notified the Trustee in writing of the higher Repurchase Charge and the effective date for the higher Repurchase Charge;</p> <p>(ii) a supplementary/replacement prospectus stating the higher Repurchase Charge is registered, lodged and issued; and</p> <p>(iii) the period stipulated in the SC Requirements has elapsed since the effective date of the supplementary/replacement prospectus.</p> <p>(c) an annual management fee from the Fund as provided in the Schedule hereto calculated daily based on the Net Asset Value for that particular day. This amount is payable on such dates as may be agreed upon between the Manager and the Trustee. The Manager may from time to time by notice in writing to and agreement from the Trustee fix as the appropriate amount some smaller percentage of the management fee than the maximum hereinbefore provided for, in which case such smaller percentage shall be the appropriate percentage until varied subsequently.</p> <p>Notwithstanding the foregoing, the Manager may only fix a higher rate of the management fee than that disclosed in the Prospectus provided that and unless:</p> <p>(i) the Manager has come to an agreement with the Trustee on the higher rate of the management fee and its effective date;</p> <p>(ii) the Manager has notified the Unit Holders of the higher rate of the annual management fee and its effective date; such time as may be prescribed by the SC Requirements shall have elapsed since the notice is sent;</p> <p>(iii) a supplementary/replacement prospectus stating the higher rate of the management fee is registered, lodged and issued; and</p> <p>(iv) the period stipulated in the SC Requirements has elapsed since the date of the supplementary/replacement prospectus.</p> <p>(d) the actual management fee, Sales and Repurchase Charges for the particular year will be disclosed in the Prospectus.</p>
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	<ul style="list-style-type: none"> (i) the Manager has come to an agreement with the Trustee on the higher rate of management fee and its effective date; (ii) the Manager has notified Unit Holder of the higher rate of the annual management fee and its effective date; (iii) a new or supplementary Prospectus for the Fund stating the higher management charge is issued thereafter; and (iv) the period stipulated in the SC Requirements for this purpose from the issue of the new or supplementary Prospectus has elapsed. <p>(d) the actual management fee, sales and repurchase charges for the particular year will be disclosed in the Fund's Prospectus.</p>	
2.1(zz)	<p>Clause 20.2:</p> <p>20.2 Trustee</p> <p>The Trustee shall be entitled to annual fees, to be agreed in writing between the Trustee and the Manager PROVIDED that such annual fees shall not exceed that as stated in item 11 of the Schedule hereto unless with the consent of the Unit Holders. This annual fee which shall be paid out of the Fund shall be disclosed in the Prospectus. The amount is payable on such dates as may be agreed between the Manager and the Trustee.</p> <p>In the event where the Trustee has appointed a delegate as sub-custodian, the remuneration or fee of the delegate may be charged to the Fund.</p>	<p>Clause 20.2 has been amended to:</p> <p>20.2 Trustee</p> <p>The Trustee shall be entitled to annual fees, to be agreed in writing between the Trustee and the Manager PROVIDED that such annual fees shall not exceed that as stated in item 11 of the Schedule hereto unless with the consent of the Unit Holders. This annual fee which shall be paid out of the Fund shall be disclosed in the Prospectus. The amount is payable on such dates as may be agreed between the Manager and the Trustee.</p> <p>In the event where the Trustee has appointed a delegate as sub-custodian, the remuneration or fee of the delegate in respect of its taking into custody any foreign assets of the Fund may be charged to the Fund.</p>
2.1(aaa)	<p>Clause 20.4(d):</p> <p>(d) fees for valuation of any investment of the Fund by independent valuers;</p>	Deleted.

2.1(bbb)	<p>Clause 20.4(i):</p> <p>(i) costs, fees and expenses relating to the engagement of valuers, advisers and contractors of all kinds for the benefit of the Fund;</p>	<p>Clause 20.4(i) has been amended to:</p> <p>(i) costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;</p>
2.1(ccc)	<p>Clause 20.4(n):</p> <p>(n) remuneration and out of pocket expenses of independent members of the investment committee, unless the Manager decides otherwise;</p>	<p>Clause 20.4(n) has been amended to:</p> <p>(n) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund, unless the Manager decides otherwise;</p>
2.1(ddd)	<p>Nil.</p>	<p>A new Clause 20.4(q) has been inserted:</p> <p>(q) costs, fees and expenses incurred for the fund valuation and accounting of the Fund performed by a fund valuation agent.</p>
2.1(eee)	<p>Clause 22.1(a):</p> <p>(a) The Manager shall carry on and conduct its business in a proper, diligent and efficient manner and ensure that the Fund is carried on and conducted in a proper, diligent and efficient manner and in accordance with the acceptable and efficacious business practice in the unit trust industry.</p>	<p>Clause 22.1(a) has been amended to:</p> <p>(a) The Manager shall carry on and manage its business and the Fund in a proper, diligent and efficient manner and in accordance with the provisions and covenants of this Deed, the Prospectus, the Act and all relevant laws.</p>
2.1(fff)	<p>Clause 22.1(l):</p> <p>(l) The Manager shall, upon request from a Unit Holder, send a copy of the annual report of the Manager within such time as may be prescribed by the SC Requirements and upon payment of a reasonable sum as may be determined by the Manager.</p>	<p>Clause 22.1(l) has been amended to:</p> <p>(l) The Manager shall, upon request from a Unit Holder, send a copy of the audited annual report of the Manager within such time as may be prescribed by the SC Requirements and upon payment of a reasonable sum as may be determined by the Manager.</p>
2.1(ggg)	<p>Clause 22.1(m):</p> <p>(m) The Manager shall send by post, to each of the Unit Holders without charge, a copy of the annual report of the Fund within such time as may be prescribed by the SC Requirements; upon request from the Unit Holders, additional copies of annual report of the Fund shall be sent to the Unit Holders within such time as may be prescribed by the SC Requirements and upon payment of a reasonable sum as may be determined by the Manager and Trustee.</p>	<p>Clause 22.1(m) has been amended to:</p> <p>(m) The Manager shall send to each of the Unit Holders without charge, a copy of the semi-annual and annual reports of the Fund containing all such information as may be required to be disclosed and within such time as may be prescribed by the SC Requirements; upon request from the Unit Holders, additional copies of the semi-annual and annual reports of the Fund shall be sent to the Unit Holders within such time as may be prescribed by the SC Requirements and upon payment of a reasonable sum as may be determined by the Manager;</p>

2.1(hhh)	<p>Clause 22.1(n):</p> <p>(n) The Manager shall attach together with the annual report as required under paragraph (m), the Trustee's Report to the Unit Holders, stating whether, in the Trustee's opinion, the Manager has managed the Fund in that period:</p> <p>(i) in accordance with the limitations imposed on the investment powers of the Manager and the Trustee under this Deed, these guidelines, the SCA and other applicable laws;</p> <p>(ii) valuation/pricing is carried out in accordance with the Deed and any regulatory requirements;</p> <p>(iii) creation and cancellation of units are carried out in accordance with the Deed and any regulatory requirements.</p> <p>and, if it has not done so, the respects in which the Manager has not done so and the steps which the Trustee has taken in respect thereof.</p>	<p>Clause 22.1(n) has been amended to:</p> <p>The Manager shall attach together with the reports as required under paragraph (m), the Trustee's report to the Unit Holders, stating whether, in the Trustee's opinion, the Manager has managed the Fund in that period:</p> <p>(a) in accordance with the limitations imposed on the investment powers of the Manager under this Deed, the Act and all relevant laws;</p> <p>(b) the valuation and pricing of the Fund and the Units have been carried out in accordance with the provisions of this Deed, the Prospectus, the Act and all relevant laws;</p> <p>(c) the creation and cancellation of the Units have been carried out in accordance with the provisions of this Deed, the Prospectus, the Act and all relevant laws; and</p> <p>(d) if there has been any distribution of Income and/or capital, whether such distribution by the Fund is appropriate and reflects the objective of the Fund.</p> <p>Where, in the Trustee's opinion, the Manager has not done so, the Trustee should disclose the shortcomings which may have an impact on the decision of existing or potential Unit Holders to remain invested or to invest in the Fund and highlight the steps taken to address the shortcomings and to prevent the recurrence of the shortcomings.</p>
2.1(iii)	<p>Clause 22.1(p):</p> <p>(p) The Manager shall within twenty-one (21) days after an application is delivered to the Manager at its registered office, being an application by not less than fifty (50) or one-tenth (1/10) in number, whichever is less, of the Unit Holders of the Fund to which this Deed relates summon a meeting of such Unit Holders:-</p> <p>(i) by sending a notice by post of the proposed meeting at least seven (7) days before the date of the proposed meeting to each of those Unit Holders at his last known address or in the case of joint Unit Holder whose name stands first in the Manager's records; and</p> <p>(ii) by publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the meeting in a national language newspaper published daily and circulating generally throughout</p>	<p>Clause 22.1(p) has been amended to:</p> <p>Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders at the registered office of the Manager, summon a meeting of the Unit Holders by:</p> <p>(i) sending a notice by post of the proposed meeting at least seven (7) days before the date of the proposed meeting to each of the Unit Holders at the Unit Holder's last known address or, in the case of Jointholders, to the Jointholder whose name stands first in the Manager's records at the Jointholder's last known address;</p> <p>(ii) 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 SC; and</p> <p>(iii) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting,</p>

	<p>Malaysia, and in one other newspaper as may be approved by the SC.</p> <p>for purpose of laying before the meeting the most recent financial statements of the Fund or for the purpose of giving to the Trustee such directions as the meeting thinks proper, or to consider any other matter in relation to this Deed.</p> <p>Unless otherwise provided, a notice of meeting posted to a Unit Holder shall be taken as given three (3) days after it is posted.</p>	<p>for the purpose of laying before the meeting to consider the most recent financial statements of the Fund, or for the purpose of giving to the Trustee such directions as the meeting thinks proper, or to consider any other matter in relation to this Deed.</p> <p>Unless otherwise provided, a notice of meeting posted to a Unit Holder shall be taken as given three (3) days after it is posted.</p>
2.1(jjj)	<p>Clause 22.2(a):</p> <p>(a) The Trustee shall ensure that the Fund has at all times an appointed management company.</p>	<p>Clause 22.2(a) has been amended to:</p> <p>(a) The Trustee shall ensure that the Fund has at all times an approved management company.</p>
2.1(kkk)	<p>Clause 22.2(b):</p> <p>(b) The Trustee shall exercise all due diligence and vigilance in carrying out its functions and duties and in safeguarding the rights and interests of the Unit Holders of the Fund to which this Deed relates.</p>	<p>Clause 22.2(b) has been amended to:</p> <p>(b) The Trustee shall exercise all due diligence and vigilance in carrying out its functions and duties as trustee and act with care, skill and diligence as can be reasonably expected from a person exercising the position of a trustee, and in accordance with this Deed, the Prospectus and all relevant laws.</p>
2.1(III)	<p>Clause 22.2(c):</p> <p>(c) The Trustee shall take custody and control, of all the securities, property and Assets of the Fund and hold it in trust for the Unit Holders in accordance with the provisions of this Deed, requirements specified by the SC, provisions of the Act and applicable securities laws and regulations made thereunder.</p>	<p>Clause 22.2(c) has been amended to:</p> <p>(c) The Trustee shall take into its custody or under its control (in the event of any delegation of its custodial functions) all the securities, property and Assets and hold the same in trust for the Unit Holders in accordance with the provisions of this Deed, SC Requirements and all relevant laws. Where assets are registrable, such assets shall be registered in the name of the Trustee to the order of the Fund or, where the custodial function is delegated, in the name of the custodian to the order of the Trustee; where assets are by its nature cannot be held in custody, the Trustee shall maintain a proper record of such assets in its books under the name of the Fund.</p>
2.1(mmm)	<p>Clause 22.3(c):</p> <p>(c) The Manager or the Trustee shall not exercise the right to vote in respect of any shares forming part of the investments of the Fund which is held by the Trustee at any election for the appointment of any director of a corporation whose shares are so held, without the consent of the majority of the Unit Holders voting at a meeting of those Unit Holders</p>	<p>Deleted.</p>

	summoned for the purpose of authorising the exercise of the right to vote at the next general meeting of the corporation.									
2.1(nnn)	Nil.	A new Clause 23.3(c) has been inserted: (c) The provisions in this Deed shall in no way be construed as derogating from or limiting any of the requirements of the Act, the Guidelines, the Guidelines on the Registration and Conduct of Capital Market Services Providers and the relevant laws.								
2.1(ooo)	Clause 23.7: 23.7 Goods and Services Tax If any goods and services tax is imposed on or made payable by Unit Holders by virtue of any law, regulation, directive or order by any governmental authority, in connection with or in relation to any dealings in Units of the Fund or any services provided by the Manager or the Trustee in connection with or in relation to the Fund, Unit Holders shall pay such goods and services tax to the Manager and/or the Trustee for onward payment to the relevant governmental authorities.	Clause 23.7 has been amended to: 23.7 Tax A Unit Holder and/or the Fund (as the case may be) (hereinafter referred to as the "Paying Party") shall upon demand pay any tax which may be imposed by law on any fees, charges and/or expenses to the party duly entitled to collect such tax in addition to any other payments payable by the Paying Party pursuant to this Deed.								
2.1(ppp)	Nil.	A new Clause 23.8 has been inserted: 23.8 Investments in Assets Which Depreciates in Value The Manager shall make no provision for investments in assets which depreciates in value.								
2.1(qqq)	Item 3 of the Schedule: <table border="1" data-bbox="264 1059 813 1366"> <tr> <td>3</td> <td>Financial Year End</td> <td>:</td> <td>The Financial Year of the Fund would be the period set out in the prevailing Prospectus of the Fund; the Manager may, in consultation with the Trustee, vary the dates of any Financial Year as</td> </tr> </table>	3	Financial Year End	:	The Financial Year of the Fund would be the period set out in the prevailing Prospectus of the Fund; the Manager may, in consultation with the Trustee, vary the dates of any Financial Year as	Item 3 of the Schedule has been amended to: <table border="1" data-bbox="1055 1059 2130 1246"> <tr> <td>3</td> <td>Financial Year End</td> <td>:</td> <td>The Financial Year would be the period as set out in the Prospectus; the Manager may, in consultation with the Trustee, vary the date of the Financial Year in accordance with the relevant laws.</td> </tr> </table>	3	Financial Year End	:	The Financial Year would be the period as set out in the Prospectus; the Manager may, in consultation with the Trustee, vary the date of the Financial Year in accordance with the relevant laws.
3	Financial Year End	:	The Financial Year of the Fund would be the period set out in the prevailing Prospectus of the Fund; the Manager may, in consultation with the Trustee, vary the dates of any Financial Year as							
3	Financial Year End	:	The Financial Year would be the period as set out in the Prospectus; the Manager may, in consultation with the Trustee, vary the date of the Financial Year in accordance with the relevant laws.							

			may be deemed appropriate.	
2.1(rrr)	Item 7 of the Schedule:			Item 7 of the Schedule has been amended to:
	7	Approved Size of Fund	: 600,000,000 units	7 Distribution Policy : The Fund will distribute Income, if any, on a quarterly basis. However, the amount of income available for distribution may fluctuate from year to year.
2.1(sss)	Item 14 of the Schedule:			Item 14 of the Schedule has been amended to:
	14	Authorised Investments	: <ul style="list-style-type: none"> ➤ Shariah-compliant securities of companies listed on the recognised Malaysian stock exchange or any other exchanges where the regulatory authority is a member of the International Organisation of Securities Commissions; ➤ Unlisted Shariah-compliant securities; ➤ Shariah-compliant warrants; ➤ Government Investment Issues, Islamic accepted bills, Bank Negara Malaysia negotiable notes, negotiable Islamic debt certificate, Islamic negotiable instrument of deposit, Cagamas mudharabah bonds and any other government Islamic papers; 	14 Authorised Investments : <ul style="list-style-type: none"> ➤ Listed Shariah compliant securities on eligible markets; ➤ Unlisted Shariah-compliant securities; ➤ Shariah-compliant warrants; ➤ Government investment issues, Islamic accepted bills, Bank Negara Malaysia negotiable notes, negotiable Islamic debt certificate, Islamic negotiable instrument of deposit, Cagamas mudharabah bonds and any other government Islamic papers; ➤ Other Shariah-compliant obligations issued or guaranteed by the Malaysian government, Bank Negara Malaysia, state governments and government-related agencies; ➤ Sukuk; ➤ Islamic deposits; ➤ Islamic money market instruments; ➤ Islamic collective investment schemes; and

			<ul style="list-style-type: none"> ➤ Other Shariah-compliant obligations issued or guaranteed by the Malaysian government, Bank Negara Malaysia, state governments and government-related agencies; ➤ Sukuk; ➤ Shariah-complaint deposits with financial institutions and placements of money with investment banks; ➤ Islamic money market instruments; ➤ Shariah-compliant collective investment schemes; and ➤ Any other form of Shariah-compliant investments as may be permitted by Securities Commission Malaysia and/or Shariah adviser from time to time that is in line with the Fund's objectives. 				<ul style="list-style-type: none"> ➤ Any other form of Shariah-compliant investments as may be permitted by the SC and/or Shariah adviser from time to time that is in line with the Fund's objective.
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