DEACON FOR AMENDMENT AND

BIMB-ARABESQUE MALAYSIA SHARIAH-ESG EQUITY FUND ("FUND")

LIST HIGHLIGHTING THE AMENDMENTS FROM THE PROSPECTUS DATED 9 MARCH 2017 ("PRINCIPAL PROSPECTUS") AS MODIFIED BY THE FIRST SUPPLEMENTAL PROSPECTUS ("FIRST SUPPLEMENTAL PROSPECTUS") IN RELATION TO THE FUND.

NO.	PRINCIPAL PROSPECTUS	FIRST SUPP	LEMENTAL PROSPECTUS	REASON FOR AMENDMENT AND COMPLIANCE WITH PARAGRAPHS 9.70 – 9.72 OF THE GUIDELINES ON UNIT TRUST FUNDS ("GUTF")				
	General:							
	proposed amendments to the Principal Prospectus as GUTF (Revised: 28 November 2022).	s set out in the First S	Supplemental Prospectus essentiall	y entail the amendments to be in line with				
are n	ss otherwise stated, we are of the view that all of the post significant changes that will affect unit holders' decenimum balance of the Fund as provided under the gu	cision to stay invested	d in the Fund as there is no change					
	ardless whether the amendments are significant cha ers of the amendment via a written notice at least 14 o							
1.	Nil.	GENERAL						
		"Shariah Commit Prospectus, have	"interim", "BIMB Invest" and tee" wherever they appear in the been amended to "semi-annual", ent" and "Shariah Adviser"	Amended pursuant to change in terminology and for clarity purpose.				
		Reference to "GS deleted in its entire	ST " in the Prospectus has been ety.	Deleted as Goods and Services Tax Act 2014 has been repealed.				
2.	Nil.	App", "Shariah "UNGC"	sary, " <i>baitulmal</i> ", "BEST Invest Supervisory Boards" and	Amended to include the references to "baitulmal", "BEST Invest App", "Shariah Supervisory Boards" and "UNGC" as such references have been made in the				
		"baitulmal"	Refers to the treasury of a State Islamic Religious	First Supplemental Prospectus.				

Council.

			"Shariah Supervisory Boards"	Shariah-Investing Tool, a non-automated, discretionary robo-intelligence unit trust online investing platform approved by the SC and fully managed by BIMB Investment. Refers to independent bodies of specialised jurists in Fiqh almua'malat (Islamic commercial jurisprudence). United Nation Global Compact.	
"E "S "U	ligible Mark	lossary, "Cooling-off Right", et", "Prospectus", "SAC", riah Committee", "Sukuk" and es) Person" Refers to your right to apply for and receive a refund for every Unit that you paid for, provided that this is exercised within the Cooling-off Period and you are investing in any funds managed by the Manager for the first time. This right is not applicable to you if you are: 1. A staff of the Manager; or 2. Person registered with a body approved by the SC to deal in unit trusts. You will be refunded within 10 days from our receipt of the cooling-off request.	"Eligible Mark	Refers to your right to apply for and receive a refund for every Unit that you paid for, provided that this is exercised within the Cooling-off Period and you are investing in any funds managed by the Manager for the first time. This right is not applicable to you if you are: a) A staff of the Manager; b) A corporation or institutional investor; or c) A person registered with a body approved by the SC to deal in unit trusts. You will be refunded within 7 Business Days from our receipt of the cooling-off request.	Amended for clarity purpose.

"Eligible Market"	A market which is regulated by a regulatory authority, operates regularly, is open to the public and has adequate liquidity for the purposes of the Fund.	"Eligible Market"	An exchange, government securities market or an over-the-counter market that is regulated by a regulatory authority of that jurisdiction; that is open to the public or to a substantial number of market participants; and on which financial instruments are regularly traded.	
"Prospectus"	This offer document in respect of this Fund.	"Prospectus"	Means the prospectus of the Fund and includes any supplementary or replacement prospectus, as the case may be.	
"SAC"	The Shariah Advisory Council of the SC.	"SAC"	The Shariah Advisory Council.	
"Shariah"	Islamic law, originating from the <i>Qur'an</i> (the holy book of Islam), and its practices and explanations rendered by the prophet Muhammad (<i>pbuh</i>) and <i>ijtihad</i> of <i>ulamak</i> (personal effort by qualified Shariah scholars to determine the true rulling of the divine law on matters whose revelations are not explicit).	"Shariah"	Islamic law comprising the whole body of rulings pertaining to human conducts derived from sources of the Shariah namely the Qur`an (the holy book of Islam) and Sunnah (practices and explanations rendered by the Prophet Muhammad (pbuh)) and other sources of Shariah such as Ijtihad (exertion of individual efforts to determine the true ruling of the divine law on matters whose revelations are not explicit) of Shariah scholars.	
"Shariah Committee"	The Shariah committee appointed by the Manager to advise on all aspects of the Fund in accordance with Shariah principles.	"Shariah <mark>Adviser</mark> "	The Shariah adviser appointed by the Manager to advise on all aspects of the Fund in accordance with Shariah principles.	

	"Sukuk"	refers to certificates of equal value which evidence undivided ownership or	"Su	kuk"	Means certificates of equal value which evidence undivided ownership or	
		investment in the assets using			investment in the assets using	
		Shariah principles and			Shariah principles and	
		concepts endorsed by the			concepts endorsed by the SAC	
		SAC or the relevant Shariah			of the SC or any relevant	
		supervisory board and/or the			Shariah Supervisory Boards	
		Shariah Committee of the Fund.			and/or the Shariah Adviser.	
	"US (United	U.S. (United States) Person(s)	"US		A citizen or resident of the	
	States)	means:	Stat		United States of America, a	
	Person"	(a) a United States citizen or	Pers	son	partnership organized or	
		resident;			existing under the laws of any	
		(b) a United States			state, territory or possession of the United States of America,	
		partnership; (c) a United States			or a corporation organised	
		(c) a United States corporation;			under the laws of the United	
		(d) any estate or trust other			States of America or of any	
		than a foreign estate or foreign			state, territory or possession	
		trust (see internal revenue			thereof, or any estate or trust,	
		code section 7701(a)(31) for a			other than an estate or trust the	
		definition of a foreign estate			income of which from sources	
		and a foreign trust);			outside the United States of	
		(e) any definition as may be			America is not includable in	
		prescribed under the Foreign			gross income for purpose of	
		Account Tax Compliance Act			computing United States	
		(FATCA), as may be amended			income tax payable by it.	
		from time to time.				
4.	Section 2 - Corp	oorate Directory, Manager			Corporate Directory, Manager,	Amended pursuant to paragraph 3.05(b),
			teleph	none numbe	r of registered office	part II of the Prospectus Guidelines for Collective Investment Schemes
	Registered Office		Registered Office		e	("PGCIS")
	Level 32, Menara Bank Islam,		Level 32, Menara Bank Islam,		Bank Islam.	
	No. 22, Jalan Perak,		No. 22, Jalan Perak,			
	50450 Kuala Lum) Kuala Lum		
		•		603-2088 80		

5.	Section 2 – Corporate Directory, Shariah Committee	Section 2 – Corporate Directory, Shariah Adviser	Amended pursuant to change of the Shariah Adviser.
	SHARIAH COMMITTEE	SHARIAH ADVISER	S. G.
	Ustaz Dr. Ahmad Shahbari @ Sobri bin Salamon (Chairman)	BIMB Securities Sdn Bhd [199401004484 (290163-X)]	
	Ustaz Dr. Yusof bin Ramli (Committee Member)	Registered Office 32 nd Floor, Menara Bank Islam, No. 22 Jalan Perak,	
	Ustazah Dr. Asmak binti Ab. Rahman (Committee Member)	50450 Kuala Lumpur. Tel: +603-2726 7814 Fax: +603-2088 8033	
		Business Office Level 32, Menara Multi-Purpose, Capital Square, No. 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur. Tel: +603-2613 1600 Fax: +603-2613 1799 Email: shariah@bimbsec.com.my Website: www.bimbsec.com.my	
6.	Section 2 - Corporate Directory, Trustee, Business Office	Section 2 - Corporate Directory, Trustee, Business Office	Amended pursuant to paragraph 3.05(c), part II of the PGCIS.
	Business Office Level 21, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur. Tel: 03 – 2261 8888 Fax: 03 – 2261 9894	Business Office Level 21, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur. Tel: 03 – 2261 8888 Fax: 03 – 2261 9894 Email: ss.corptrust@cimb.com	
7.	Section 3 – Detailed Information of the Fund, Section 3.4 – Investment Policy and Strategy, 1 st to 3 rd paragraphs and Section 3.4.3	Section 3 – Detailed Information of the Fund, Section 3.4 – Investment Policy and Strategy, 1 st to 3 rd paragraphs and Section 3.4.3	Amended as foreign investment is no longer restricted to countries where its regulatory authorities are the ordinary or associate members of the IOSCO and

First to third paragraphs of Investment Policy and Strategy:

The Fund will invest in listed equities (up to 98% of the Fund's NAV) of which 70% of the portfolio is allocated to companies in Malaysia and 30% to foreign companies where the regulatory authorities are the ordinary or associate members of the International Organization of Securities Commission (IOSCO). The investment composition of Malaysia's companies and foreign companies is not restricted to the ratio 70:30 as the composition may change according to the market condition.

<u>First to third paragraphs of Investment Policy and Strategy:</u>

The Fund will invest in listed Shariah-compliant equities (70% to 98% of the Fund's NAV) of which 70% of the portfolio is allocated to companies in Malaysia and 30% to foreign companies. The investment composition of Malaysia's companies and foreign companies is not restricted to the ratio 70:30 as the composition may change according to the market condition.

The Fund will maintain at least two-thirds (2/3) of its NAV in Shariah-compliant UNGC or ESG-compliant investments and the Fund's investment will be evaluated on a quarterly basis to ensure that the investments are in line with the principles of the UNGC and ESG and the overall impact on investments is consistent with any other sustainability considerations. If the Fund's investments become inconsistent with its investment policy and strategies, the Manager shall dispose the investment(s) at the next investment universe reassessment (i.e., quarterly). Please refer to Section 3.10 of this Prospectus for further details of the investment limit of the Fund and its treatment on breach of investment limit.

The Fund invests through a rules-based investment process into listed companies that are compliant with the principles of the United Nations Global Compact, and Shariah compliant according to the SAC and AAOIFI rulebooks. The Fund is not actively managed as it employs quantitative approach which will be rebalanced/traded monthly for the Malaysian and foreign securities of the Fund.

The Fund invests through a rules-based investment process into listed companies that are compliant with the principles of the United Nations Global Compact, and Shariah-compliant according to the SAC and AAOIFI rulebooks. The Fund is not actively managed as it employs quantitative approach which will be rebalanced/traded monthly for the Malaysian for the Malaysian and foreign securities of the Fund.

pursuant to paragraphs 3.09 and 4.10 of the Guidelines on Sustainable and Responsible Investment Funds ("SRI Guidelines") and to provide clarity on the minimum investment of the Fund into listed Shariah-compliant equities.

We are of the view that this is a significant change which may affect existing unit holders' decision to stay invested in the Fund.

The Manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse market conditions to protect the Unit Holders' interest. During the temporary defensive position, the Fund may hold higher liquid asset or cash portion.

Section 3.4.3 – ESG Screening methodology: Integration of non-financial information (i.e. Environmental, Social and Governance; ESG) is at the core of the Fund's investment process.

Evidence suggests a positive correlation between ESG scores and investment performance both from a risk and return perspective (see research paper titled "From the Stockholder to the Stakeholder", jointly authored by Arabesque Asset Management and the University of Oxford, summarizing 200 scientific sources on the economic effects of sustainability, at http://www.arabesque.com/oxford).

The investment strategy uses a rules-based threestep ESG approach: The Fund will also invest in Islamic money market instruments and placement of Islamic deposits with Islamic financial institutions. The Manager will identify and select Islamic money market instruments and Islamic deposits based on the issuer's or the financial institution's ESG and UNGC scores. Please refer to "Section 3.4.3 — ESG Screening methodology" for more information on ESG and UNGC scores.

The Manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse market conditions to protect the Unit Holders' interest. During the temporary defensive position, the Fund may hold higher Islamic liquid asset or cash portion. However, the Manager will ensure that at least two-thirds (2/3) of the Fund's NAV remains invested in Shariah-compliant UNGC or ESG-compliant investments at all times.

<u>Section 3.4.3 – ESG Screening methodology:</u>

The Manager utilises the ESG and UNGC scores as received from ESG Book. ESG Book is a global leader in sustainability data making available more than 300 ESG data points per company for 50,000 companies worldwide, while also providing in depth analytics assessing corporate sustainability performance across different dimensions.

Through its sustainability framework, ESG Book provides 124 metrics related to the environment (e.g., air quality, carbon pricing, water withdrawal, energy efficiency, supplier environmental Criteria, environmental investments), 130 metrics related to social (e.g., community relations, gender pay, diversity, employee turnover, human rights, injury rate, product withdrawal, low-priced products,

Amended to update the ESG screening methodology.

- Forensic Accounting screen to exclude companies that are very aggressive in their accounting and governance policies according to GMI Ratings' (MSCI) Accounting and Governance Risk (AGR) score. The score measures corporate integrity based on extensive statistical evaluation of both accounting and non-accounting metrics which have been associated with lack of integrity of a firm's financial reporting and corporate governance. Aggressive ranking indicates a very high incidence of accounting and governance practices that warrant further investigation.
- United Nations Global Compact (UNGC) screen to exclude companies violating any of the 10 principles of UNGC on Human Rights, Labour Rights, Environment and Anti-Corruption.
- ESG Performance: where a proprietary ESG score is calculated based on a company's performance on material topics, accounting for specific sector and country idiosyncrasies:

Data:

We compute proprietary, materiality-weighted, ESG scores based on more than 200 underlying parameters provided by the leading non-financial information data providers (i.e. Sustainalytics, GMI Ratings (MSCI) and RepRisk).

Materiality:

For each industry/country we construct a materiality-weighted matrix by identifying those ESG metrics that are identified to have a (positive or negative) impact on financial performance. There are twelve sub-categories of "E". "S" and "G":

E: Regulatory risk, natural capital, efficiency, waster, business opportunities.

customer data protection), and 84 metrics related to governance (e.g., board size, ESG materiality assessment, director remuneration, codes of conduct, corporate culture disclosure, antibribery/corruption training, and tax-related lawsuits). It also provides a comprehensive selection of emission metrics such as Scope 1, Scope 2 and Scope 3, as well as the fifteen Scope 3 categories and the Kyoto Protocol gas emissions. Kyoto Protocol gases refer to the six greenhouse gases (i.e. carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride) that were initially targeted for reduction under the Kyoto Protocol, an international treaty aimed at addressing climate change. These gases were identified because of their significant contribution to global warming and their long-lived nature in the atmosphere.

The Scope 1, 2 and 3 system has been developed by the Greenhouse Gas Protocol:

the Greenhouse Gas Flotocol.					
Scope 1	These are "direct" emissions – those				
	that a company causes by operating				
	the things that it owns or controls.				
	These can be a result of running				
	machinery to make products, driving				
	vehicles, or just heating buildings and				
	powering computers.				
Scope 2	These are "indirect" emissions				
	created by the production of the				
	energy that an organization buys.				
	Installing solar panels or sourcing				
	renewable energy rather than using				
	electricity generated using fossil fuels				
	would cur a company's Scope 2				
	emissions.				
Scope 3	These are also indirect emissions -				
	meaning those not produced by the				

- S: Human capital, product safety, stakeholder relations, business opportunities.
- G: Corporate governance, competitive practices, disclosures.

-Diagram-

company itself, but they differ from Scope 2 as Scope 3 covers those emissions produced by customers using the company's products or those produced by suppliers making products that the company uses.

Scope 3 emissions encompass all indirect emissions that occur in a company's value chain, excluding those covered in Scope 1 (direct emissions) and Scope 2 (energy indirect emissions). Given the vast range of activities and interactions a company might engage with outside its direct operations, these emissions are further broken down into fifteen categories to provide a comprehensive view and to help organizations prioritize areas for emission reduction. The fifteen categories are:

- 1. Purchased goods and services;
- 2. Capital goods;
- 3. Fuel- and energy-related activities (not included in Scope 1 or Scope 2);
- 4. Upstream transportation and distribution;
- 5. Waste generated in operations;
- 6. Business travel;
- 7. Employee commuting;
- 8. Upstream leased assets;
- 9. Downstream transportation and distribution;
- Processing of sold products;
- 11. Use of sold products;
- 12. End-of-life treatment of sold products;
- 13. Downstream leased assets;
- 14. Franchises; and
- 15. Investments.

ESG Book's ESG score is based on Sustainability Accounting Standards Board ("SASB")'s financial materiality framework and measures how well companies are managed. The UNGC score provides a normative assessment of companies based on the

four pillars of the UNGC (i.e. human rights, labour rights, environment and anti-corruption).

The ESG score is calculated in four steps:

- Data Collection: Company reported data is collected, validated and standardised.
- Data Processing: Additional metrics are calculated, and the metrics are transformed to a uniformal scale.
- Category Score Calculation: Metrics are mapped to the 26 categories of SASB and Category Scores are calculated.
- Materiality Scores Calculation: Weights are calibrated and applied to the Category Scores to generate Total, Dimension and Pillar scores.

The UNGC score is calculated in the following steps:

ESG Book's UNGC scores provide a normative assessment of companies based on the four core principles of the United Nations Global Compact: human rights, labour rights, the environment and anti-corruption. With more than 15,000 corporate signatories from over 160 countries, the Global Compact is the world's largest corporate sustainability initiative. It calls on companies and stakeholders to conduct business responsibly and to pursue opportunities for the first time, with the potential to inspire more companies to take shared responsibility and join the Global Compact in its commitments to achieve a sustainable and inclusive global economy.

Category scores

The first step of computing the GC scores consists of mapping the relevant features into each of the four GC categories (see GC scores feature mapping below). A distinction is made between feature topics

which are deemed to be "Core" to the UNGC principles, and those which are deemed to be less so, terms "Bonus" features. The former distinction takes precedence in the case of poor performance to avoid compensation. The category score is then calculated as a weighted average of the Core and Bonus features with the caveat that if a Core feature score drops below 50, its weighted contribution increases linearly. As alluded to above, this is to avoid compensation where companies can compensate for poor performance in important topics with exceptional performance in those topics less important to the Global Compact principles.

GC scores feature mapping:

Total score

000000	catare mapping.
Human	Human Rights (Core), Labour Rights
Rights	(Core), Occupational Health and
	Safety (Core), Employment Quality
	(Bonus), Diversity (Bonus), Product
	Quality and Safety (Core), Product
	Access (Bonus), Community
	Relations (Bonus).
<u> </u>	
<u>Labour</u>	Labour Rights (Core), Occupational
Rights	Health and Safety (Core), Diversity
	(Core), Compensation (Bonus),
	Training and Development (Bonus),
	Employment Quality (Bonus).
Environ	Emissions (Core), Waste (Core),
ment	Environmental Stewardship (Core),
	Environmental Management (Core),
	Resource Use (Core), Water (Core),
	Environmental Solutions (Core).
Δ	
Anti-	Business Ethics (Core), Corporate
Corruptio	Governance (Core), Transparency
n n	(Bonus).
	•

		In addition to the four GC category scores, ESG Book also computes an aggregate GC score using a non-compensatory aggregation approach that reflects the nature of the GC principles. Every GC category starts with a weight of 25% but gets more weight allocated as the score starts dropping below 50 (i.e., the neutral centre). As a result, a company cannot compensate for poor performance in one category with exceptional performance in another. As performance deteriorates for any of the GC categories, more weight gets shifted to that category, which will be driving the overall GC score. Both the four GC score category scores and the total GC score are scaled between 0 and 100, with higher scores indicating better performance. The Manager believe the GC score can be used to approximate reputational risk facing companies with lower scores correlating with a higher likelihood of a company losing its license to operate in the future (e.g., due to a major scandal or controversy).	
8.	 Section 3 – Detailed Information of the Fund, Section 3.6 – Asset Allocation Up to 98% of the Fund's NAV will be invested in Shariah-ESG compliant Malaysia and foreign equities where the regulatory authorities are the ordinary or associate members of the International Organization of Securities Commission (IOSCO); and At least 2% of the Fund's NAV in Islamic deposits and Islamic money market instruments. 	 Section 3 - Detailed Information of the Fund, Section 3.6 - Asset Allocation 70% to 98% of the Fund's NAV will be invested in Malaysia and foreign Shariah-compliant equities that are ESG-compliant; and At least 2% of the Fund's NAV in Islamic deposits and Islamic money market instruments. 	Amended as foreign investment is no longer restricted to countries where its regulatory authorities are the ordinary or associate members of the IOSCO and to provide clarity on the minimum investment of the Fund into listed Shariah-compliant equities.
9.	Section 3 – Detailed Information of the Fund, Section 3.8 – Benchmark	Section 3 – Detailed Information of the Fund, Section 3.8 – Benchmark	Amended pursuant to the change of the performance benchmark for the Fund and pursuant to paragraph 4.02(r)(ii), Part II of the PGCIS.

70:30 ratio of FBM KLCI Index and MSCI All Countries World Index.

The rationale of the combined benchmark is to reflect the Fund's portfolio composition of which 70% of the portfolio is to be invested in Malaysia's companies and 30% in foreign companies. The information on the combined benchmark can be obtained from the Fund's interim or annual report or BIMB Investment by contacting our toll-free number at 1-800-88-1196.

Source: www.bursamalaysia.com and https://www.msci.com/indexes

Please note that the risk profile of the Fund may be higher than the risk profile of the benchmark.

70:30 ratio of FBM Emas Shariah Index and FTSE Shariah All-World Index.

The rationale of the combined benchmark is to reflect the Fund's portfolio composition of which 70% of the portfolio is to be invested in Malaysia's companies and 30% in foreign companies. The information on the combined benchmark can be obtained from the Fund's semi-annual or annual report or BIMB Investment by contacting our toll-free number at 1-800-88-1196.

Source: www.bursamalaysia.com and https://www.ftserussell.com/products/indices/global-shariah

The above benchmark is only used as a reference for the purpose of investment performance comparison. The Fund is not managed against the benchmark. Please note that the risk profile of the Fund may be higher than the risk profile of the benchmark.

Note:

The performance benchmark of the Fund will be changed from 70:30 ratio of FBM KLCI Index and MSCI All Countries World Index to 70:30 ratio of FBM Emas Shariah Index and FTSE Shariah All-World Index effective as per the date of this First Supplemental Prospectus due to the discontinuance of MSCI index licensing.

10. Section 3 – Detailed Information of the Fund, Section 3.9 – Permitted Investments

The Fund may invest in the following:

 Islamic negotiable instruments of deposits, accepted bills-i, Malaysian currency deposits

Section 3 – Detailed Information of the Fund, Section 3.9 – Permitted Investments

The Fund may invest in the following:

i. Islamic negotiable instruments of deposits, accepted bills-i, Malaysian currency deposits

Amended pursuant to change in terminology and as foreign investment is no longer restricted to countries where its regulatory authorities are the ordinary or associate members of the IOSCO.

	with Islamic Financial Institutions including investment certificates, commodity murabahah deposit and/or other Islamic deposit instruments as may be permitted by the SC; ii. Shares/units in Shariah-compliant collective investment schemes of an Eligible Market;	with Islamic Financial Institutions including investment certificates, commodity murabahah deposit and/or other Islamic deposit instruments as may be permitted by the SC; ii. Shares or units in Islamic collective investment schemes of an Eligible Market;	
	iii. Shariah-compliant securities of companies listed on Bursa Malaysia;	iii. Shariah-compliant securities of companies listed on Bursa Malaysia;	
	 iv. Shariah-compliant securities listed or traded on foreign markets where the regulatory authority is an ordinary or associate member of the International Organization of Securities Commissions; 	iv. Shariah-compliant securities listed or traded on Eligible Markets;	
	 v. Shariah-compliant securities not listed or quoted on a stock exchange but have been approved by the relevant regulatory authority for such listing and quotation, and are offered directly to the Fund by the issuer; vi. Warrants that derived from corporate action entitlements which the Shariah-compliant securities are held by the Fund and traded in or under the rules of an Eligible Market; and 	 v. Shariah-compliant securities not listed or quoted on a stock exchange but have been approved by the relevant regulatory authority for such listing and quotation, and are offered directly to the Fund by the issuer; vi. Shariah-compliant warrants that derived from corporate action entitlements which the Shariah-compliant securities are held by the Fund and traded in or under the rules of an Eligible Market; and 	
	vii. Other Shariah-compliant investments traded in or under the rules of an Eligible Market as permitted by the SC from time to time.	vii. Other Shariah-compliant investments traded in or under the rules of an Eligible Market as permitted by the SC from time to time.	
11.	Section 3 – Detailed Information of the Fund, Section 3.10 - Investment Restrictions and Limits	Section 3 – Detailed Information of the Fund, Section 3.10 - Investment Restrictions and Limits	Amended pursuant to the following reasons:
	Spread of Investments on Single Issuer	Investment Spread Limits	

- (a) The value of the Fund's investments in Shariahcompliant ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV;
- (b) The value of the Fund's investments in transferable Shariah-compliant securities i.e. equities and warrants and Islamic money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV; and
- (c) The aggregate value of the Fund's investments in transferable Shariah-compliant securities i.e. equities and warrants, Islamic money market instruments and Islamic deposits issued by or placed with (as the case may be) any single issuer/institution must not exceed 25% of the Fund's NAV.

Spread of Investments on Groups of Companies

The value of the Fund's investments in transferable Shariah-compliant securities i.e. equities and warrants and the Islamic money market instruments issued by any group of companies shall not exceed 20% of the Fund's NAV.

Concentration of Investments

(a) The Fund's investments in transferable Shariahcompliant securities i.e. equities and warrants issued by any single issuer must not exceed 10%

- a. The value of the Fund's investments in Shariahcompliant ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV.
- b. The value of the Fund's investments in Shariahcompliant transferable securities and Islamic money market instruments, issued by any single issuer must not exceed 15% of the Fund's NAV (single issuer limit).
- c. The aggregate value of the Fund's investments in, or exposure to, a single issuer through Shariah-compliant transferable securities, Islamic money market instruments and Islamic deposits, must not exceed 25% of the Fund's NAV (single issuer aggregate limit).
- d. The value of the Fund's investments in Shariahcompliant transferable securities and Islamic money market instruments issued by any group of companies must not exceed 20% of the Fund's NAV (group limit).

Amended pursuant to paragraph 5 of Schedule B to the GUTF.

Amended pursuant to paragraph 7 of Schedule B to the GUTF.

Amended pursuant to paragraph 10 of Schedule B to the GUTF.

Investment Concentration Limits

a. The Fund's investments in Shariah-compliant shares or Shariah-compliant securities equivalent to shares must not exceed 10% of the Shariah-compliant shares or Shariah-compliant

Amended pursuant to paragraph 14 of Schedule B to the GUTF.

of the Shariah-compliant security issued by any single issuer; and

(b) The Fund's investments in Islamic money market instruments must not exceed 10% of the instruments issued by any single issuer. This limitation will not apply to Islamic money market instruments that do not have a pre-determined issue size.

Shariah-compliant Collective Investment Schemes

- (a) The value of the Fund's investments in units/ shares of any Shariah-compliant collective investment schemes must not exceed 20% of the Fund's NAV; and
- (b) The Fund's investments in Shariah-compliant collective investment schemes must not exceed 25% of the units/shares in any one Shariahcompliant collective investment scheme.

Placement of Islamic Deposits

The value of the Fund's placement in Islamic deposits with any single financial institution must not exceed 20% of the Fund's NAV.

securities equivalent to shares, as the case may be, issued by a single issuer.

b. The Fund's investments in Islamic money market instruments must not exceed 10% of the instruments issued by any single issuer. This limit does not apply to Islamic money market instruments that do not have a pre-determined issue size.

Amended pursuant to paragraph 16 of Schedule B to the GUTF.

The Fund does not invest in collective investment scheme.

Placement of Islamic Deposits

The value of the Fund's placement in Islamic deposits with any single financial institution must not exceed 20% of the Fund's NAV. This single financial institution limit does not apply to placements of Islamic deposits arising from:

- (i) subscription monies received prior to the commencement of investment by the Fund:
- (ii) liquidation of investments prior to the termination of the Fund, where the placement of Islamic deposits with various financial institutions would not be in the best interests of Unit Holders; or
- (iii) monies held for the settlement of redemption or other payment obligations, where the placement of Islamic deposits with various financial

Amended pursuant to paragraph 13 of Schedule B to the GUTF.

institutions would not be in the best interest of Unit Holders. A 5% allowance in excess of any limit or restriction The investment restrictions and limits mentioned Amended pursuant to paragraphs 6.47 – 6.49 of the GUTF and paragraph 4.10 of imposed is permitted where the limit or restriction is herein must be complied with at all times based on breached through an appreciation or depreciation of the most up-to-date value of the Fund's investments. the SRI Guidelines. the Fund's NAV (whether as a result of an The Manager will notify the SC within seven (7) appreciation or depreciation of the Fund's NAV Business Days of: (i) any breach of investment limits (whether as a result of an appreciation or and restrictions stated above; (ii) where the Fund depreciation in value of the Fund's assets or as a breaches the two-thirds (2/3) asset allocation result of repurchase of Units or payment made out threshold in Shariah-compliant UNGC or ESGof the Fund). The Manager shall not make any compliant investments; or (iii) if the Fund's investments become inconsistent with its investment further acquisition to which the relevant limit is breached, and the Manager shall, within reasonable policy and strategies, with the steps taken to rectify period of not more than three (3) months from the and prevent such breach from recurring. However, date of the breach, take all necessary steps and any breach as a result of any appreciation or depreciation in the value of the Fund's investments actions to rectify the breach. or repurchase of Units or payment made out of the Fund, change in capital of a corporation in which the Fund has invested in or downgrade in or cessation of a credit rating, need not be reported to the SC and must be rectified as soon as practicable within three (3) months from the date of the breach. The three (3) months period may be extended if it is in the best interests of Unit Holders and the Trustee's consent is obtained. Such extension will be subject to a monthly review by the Trustee. 12. Nil. Section 3 – Detailed Information of the Fund, 3.16 Inserted pursuant to paragraph 4.02(t), - Cross Trade Policy Part II of the PGCIS. 3.16 CROSS TRADE POLICY Cross trading can only be undertaken provided that: i. sale and purchase decisions are in the best interests of both clients; ii. transactions are executed through a stockbroker or a financial institution on an arm's length and fair value basis: and

		 iii. justifications for such transactions are documented prior to execution of the trades. Cross trading between the following are strictly prohibited: employee of BIMB Investment and the clients; or BIMB Investment for its proprietary trading and its clients. All cross trading done shall be reported to the Investment Committee. 	
13.	Nil.	Section 4 – Risk Factors, Section 4.1 - General Risk of Investing in the Fund, "ii. Performance Risk" ii. Performance Risk - The performance of the Fund depends on the financial instruments that the Fund invest. If the instruments do not perform within expectation or if there is a default, then the performance of the Fund will be impacted negatively. The performance of the Fund may also be impacted if the allocation of assets is not properly done. On that basis, there is never a guarantee that investing in the Fund will produce the desired investment returns.	Inserted for clarity purpose.
14.	Section 4 – Risk Factors, Section 4.1 General Risk of Investing in the Fund, iv. Shariah Non-Compliance Risk iv. Shariah Non-Compliance Risk - This risk refers to the risk that the currently held Shariah-compliant equities in the Fund may be reclassified as Shariah non-compliant in the periodic view of the equities by the SAC and AAOIFI standards. If this occurs, the Manager will take necessary steps to dispose such equities. There may be opportunity loss to the Fund due to the Fund not being allowed to retain the	Section 4 – Risk Factors, Section 4.1 - General Risk of Investing in the Fund, iv. Shariah Non-Compliance Risk iv. Shariah Non-Compliance Risk - This risk refers to the risk that the Fund not conforming to Shariah guidelines. The Manager (as advised by the Shariah Adviser) would be responsible for ensuring that the Fund is managed and administered in accordance with Shariah guidelines.	Amended for clarity purpose.

	excess capital gains derived from the disposal of the Shariah non-compliant equities.	Any Shariah non-compliant investment made by the Fund due to error of the administration shall be disposed of or withdrawn with immediate effect, if possible, or otherwise within one (1) calendar month of knowing the status of the investment. Any gain resulting from the said disposal shall be channelled to <i>baitulmal</i> and/or charitable bodies as advised by the Shariah Adviser whilst any loss is to be borne by the Manager.	
15.	Nil.	Section 4 – Risk Factors, Section 4.2 – Specific Risks Associated with Investing in the Fund, "ix. Sustainability Risk", "x. SRI Investments Risk" and "xi. Shariah Status Reclassification Risk" ix. Sustainability Risk - Sustainability risk means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment and potentially a total loss of its value and therefore an impact on the net asset value of the Fund. The Fund Manager's objective is making sustainable investments and/or have environmental and/or social characteristics, which can be achieved by applying sustainability criteria to the selection of investments. The Manager will evaluate the Fund's investments on a bi-monthly basis to determine whether the Fund's investments are consistent with UNGC principles and ESG factors. If the Fund's investments become inconsistent with UNGC principles and ESG factors, the Manager shall dispose of the investments if the value of the investments held exceeds or is equal to the original investment cost (which may include transaction cost).	Inserted pursuant to paragraph 4.05 of the SRI Guidelines and for clarity purpose.

On the other hand, the Fund is allowed to hold the investments if the value of the investments is below the original investment cost. It is also permissible for the Fund to retain the profit received during the holding period until such time the market value of the investments is equal to the original investment cost. x. SRI Investments Risk - This is the risk that the Manager may not correctly apply the relevant criteria resulting out of the ESG analysis or that the Fund may have indirect exposure to investments which do not meet the relevant criteria (based on UNGC principles and ESG factors). This may result in potential losses to the Fund in the event that such investments are disposed at unfavourable prices due to the violation of the investment policy and strategies of UNGC principles and ESG factors. If the Fund's investments become inconsistent with its investment policy and strategies of UNGC principles and ESG factors, the Manager shall deal with the investment(s) in accordance with Section 3.4 of this Prospectus. xi. Shariah Status Reclassification Risk - This risk refers to the risk of a possibility that the currently held Shariah-compliant equities or Islamic deposits or Islamic money market instruments invested by the Fund may be reclassified or declared as Shariah non-compliant by the relevant authority or the Shariah Adviser. If this occurs, the Manager will take the necessary steps to dispose of or withdraw such investments. There may be opportunity loss to the Fund due to the Fund not being allowed to retain the excess capital gains derived from the disposal of the said investments. Section 5 - Shariah Investment Guidelines. Amended to update the Shariah Section 5 – Introduction to Shariah-Compliant Investment Guidelines of the Fund. Cleansing Process and Zakat for the Fund Fund

A Shariah-compliant fund is a form of investment scheme which provides a channel for Investors who share similar financial objectives to pool and invest their monies in a diversified Shariah-compliant portfolio of stocks, Sukuk and/or other securities.

The Shariah-compliant fund allows investors to have an indirect exposure to a broad mix of Shariah-compliant investment instruments and to benefit from better differential rate of returns without having to spend substantial time in researching, managing and safeguarding their investments in the dynamic capital or money market environments. Investors may enjoy all benefits generated by the fund including income distribution and capital appreciation from time to time.

How Does the Islamic Fund Work?

A Shariah-compliant fund involves three parties namely the investors, the manager and the trustee. This tripartite relationship is governed by the deed. It provides the rights and obligations of the manager, the role of the Shariah committee/ adviser, the rights and duties of the trustee and the rights of the investors. It also specifies in detail how the fund is to be operated and managed and how fees are to be charged. By investing in the fund, the investor appoints the manager to undertake the investment activities on their behalf under the Shariah contract of "Wakalah Bil Istithmar". The manager of the fund is responsible for the management and operations of the fund, distribution of income and computation of unit prices. The trustee is appointed to act as custodian for all assets of the fund and to ensure that the manager adheres strictly to the provisions of the deed. In other words, the trustee acts as an independent party to safeguard the interest of investors. The Shariah committee advises and

5.1 Shariah Investment Guidelines

The following guidelines are adopted by the Shariah Adviser in determining the Shariah status of investments of the Fund.

- The Fund must at all times and all stages of its operation comply with Shariah requirements as resolved by the SAC of the SC or in cases where no specific rulings are made by the SAC of the SC, the decisions of the Shariah Adviser or the approved Shariah Supervisory Boards of relevant Islamic indices.
- The Fund must be established and operated by the Manager, and finally redeemed by the investors on the basis of contracts which are acceptable in Shariah. The banking facilities and short-term money market instruments used for the Fund have to be Shariah-compliant. Similarly, all the other investment instruments must be Shariah-compliant.
- For Shariah-compliant securities listed on Bursa Malaysia, the Fund's investments must be strictly confined to those Shariah-compliant securities on the List of Shariah-Compliant Securities by the SAC of the SC.
- For Islamic money market instruments and Islamic deposits, they shall be based on the data readily available on Bank Negara Malaysia and the financial institutions' websites respectively.
- The SAC of the SC has adopted a standard methodology to determine the Shariah compliance for the securities of companies listed on Bursa Malaysia. This methodology takes into

ensures that the manager invests the assets of the fund in Shariah-compliant investments.

The Fund will be strictly monitored by the Shariah Advisers whose members are registered Shariah advisers with the SC. The Shariah committee's role is to provide advice and guidance to the manager to ensure that all activities of the fund comply with Shariah principles. The Shariah committee acts independently from the manager and some of its roles are as follows:-

- To advise on all aspects of Islamic fund management business in accordance with Shariah principles;
- ii. To provide Shariah expertise and guidance on all matters, particularly in documentation, structuring and investment instruments and ensure compliance with relevant SC regulations and/or standards, including resolutions issued by the SAC;
- iii. To review compliance report of the manager or an investment transaction report to ensure that investment activities are Shariah-compliant; and
- iv. To provide a written opinion and/or periodic report to confirm and certify whether the Islamic fund management business has been managed and/or administered in accordance with Shariah principles.

Shariah Investment Process

a. Shariah Approval Process

At all times, the investment of the Fund would be restricted to securities and/or instruments that are allowed under Shariah and the Fund is

consideration both the quantitative and qualitative aspects of the listed companies.

(a) Quantitative Analysis

The quantitative part is a two-tier benchmark applied to the business activities of the companies and to the financial ratios of the companies. The business activity benchmarks consist of a 5% benchmark and a 20% benchmark.

(i) Business activity benchmarks

For the business activity benchmarks, the revenue or income contribution of Shariah non-compliant business activities to the group revenue or group profit before taxation of the listed companies will be computed and compared against the relevant business activity benchmarks, and must be less than the 5% or the 20% benchmarks.

The 5% benchmark would be applicable to the following business activities:

- Conventional banking and lending;
- Conventional insurance;
- Gambling;
- Liquor and liquor-related activities;
- Pork and pork-related activities;
- Non-halal food and beverages;
- Shariah non-compliant entertainment;
- Interest income¹ from conventional accounts and instruments (including interest income awarded arising from a court judgement or arbitration);

prohibited from investing in securities/instruments which do not comply with the Shariah. The investment portfolio of the Fund comprises of securities which have been classified as Shariah-compliant by the SAC and comply with AAOIFI standards. For securities which are not under the purview of the AAOIFI and SAC, the status of the securities must be determined in accordance with the rulings issued by the Shariah Committee.

In conformity with the principles of the Shariah, the Fund shall not invest in securities of companies not classified as Shariah compliant by the SAC or do not comply with the AAOIFI standards or the Shariah Committee from time to time. For liquid assets purposes, the Fund shall not make placement in conventional deposits and interest-bearing money market instruments.

b. Shariah Screening Methodology

BIMB Invest adopts a disciplined Shariah approach in managing the Fund's investment. Investable stocks will be screened to ensure compliance with Shariah principles.

The screening process will be based on a standard criteria adopted by the Shariah Committee. The Shariah Committee shall ensure that the investment activities carried out for the Fund will be in compliance with the Guidelines and any other regulations from other relevant authorities.

To ensure strict compliance with the Shariah principles, the Shariah Committee will endorse the stock universe list of BIMB Invest to be in accordance with the SAC's Shariah-compliant

- Dividends¹ from Shariah non-compliant investments;
- Tobacco and tobacco-related activities; and
- Other activities deemed non-compliant according to Shariah principles as determined by the SAC of the SC.

¹Interest income and dividends from Shariah non-compliant investments will be compared against the group revenue. However, if the main activity of the company is holding of investment, the dividends from Shariah non-compliant investments will be compared against the group revenue and group profit before taxation.

The 20% benchmark would be applicable to the following activities:

- Share trading in Shariah non-compliant securities:
- Stockbroking business other than Islamic stockbroking company;
- Rental received from Shariah noncompliant activities; and
- Other activities deemed non-compliant according to Shariah principles as determined by the SAC of the SC.

(ii) Financial Ratio Benchmarks

In addition, the financial ratios for cash in conventional accounts and instruments as well as interest bearing debts over the total assets of the listed companies are also considered in the analysis carried out by securities which will be updated by the SAC twice a year.

All companies in the portfolio are Shariah compliant according to the SAC and the AAOIFI compliance standards.

- i. The Shariah Advisory Council of the Malaysia Securities Commission (SAC)
- Business activity screening:
 - Non-premises income from the following activities must be less than five percent of total revenue/profit before tax (PBT):
 - Conventional banking. conventional insurance, gambling, liquor and liquor-related activities, pork and pork-related activities, non-halal food and beverages. Shariah non-compliant entertainment, interest income from conventional accounts and instruments, tobacco and tobaccorelated activities, dividends from Shariah non-compliant investments and other activities deemed noncompliant according to Shariah.
 - Non-permissible income from the following activities must be less than 20 percent of total revenue/profit before tax (PBT):
 - Share trading, stock broking business, rental received from Shariah non-compliant activities and other activities deemed noncompliant according to Shariah.
- · Financial ratio benchmarks:
 - Cash over Total Assets < 33%</p>

the SAC of the SC to determine their Shariah compliance status.

The financial ratios applied are as follows:

- Ratio of cash over total assets
 Cash will only include cash placed in conventional accounts and instruments, whereas cash placed in Islamic accounts and instruments will be excluded from the calculation.
- Ratio of debt over total assets
 Debt will only include interest-bearing debt whereas Islamic financing or sukuk will be excluded from the calculation.

Both benchmark ratios, which are intended to measure *riba* and *riba*-based elements within a company's balance sheet, must be less than 33%.

(b) Qualitative analysis:

As for qualitative aspect of the Shariah compliance analysis, an additional criterion will be considered namely the public perception or image of the listed company which must be acceptable from the Shariah perspective.

- The SAC of the SC had considered the following criteria for a Special Purpose Acquisition Company to be classified as Shariah-compliant:
 - The proposed business activity should be Shariah-compliant;

- Cash only includes cash placed in conventional accounts and instruments, whereas cash placed in Islamic accounts and instruments is excluded from the calculation.
- ➤ Debt over Total Assets < 33%
 - Debt only includes interest-bearing debt whereas Islamic financing or sukuk is excluded from the calculation.
- ii. Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI)
- Business activity screening:
 - Non-premises income must not exceed 5% of total income:
 - Non-permissible income includes: Interest revenue from operating or non-operating activities; Adult Entertainment; Alcohol; Cinema; Conventional Banking Activities (Banking, Mortgage, Conventional Financial Services, Conventional Insurance); Gambling; Defense & Weapons; Hotels; Pork; Tobacco.
- Financial screening:
 - ➤ Interest-bearing investments/market capitalization < 30%
 - ➤ Interest-bearing debt/market capitalization < 30%
 - ➤ Liquidity ratio < 67%
- The company shall not have any investment in preference shares.

Treatment of Disposal of Shariah Non-Compliant Securities

- The entire proceeds raised from the initial public offering should be placed in Islamic accounts; and
- In the event that the proceeds are invested, the entire investment should be Shariahcompliant.
- Shariah-compliant securities include ordinary shares and warrants (issued by the companies themselves). This means that warrants are classified as Shariah-compliant securities provided the underlying shares are also Shariahcompliant. On the other hand, loan stocks and bonds are Shariah non-compliant securities unless they are structured based on SAC of the SC's approved Shariah rulings, concepts and principles.
- For investment in foreign Shariah-compliant equities, the Fund is only allowed to invest in Shariah-compliant equities which are on the approved lists by the Shariah Adviser. In the event of reclassification of foreign Shariahcompliant equities to be Shariah non-compliant, the Fund is to abide by the rules as laid down by the SAC of the SC and by this Shariah Investment Guidelines. In the event that the Fund wishes to invest in foreign Shariah-compliant equities not covered by the approved lists by the Shariah Adviser, the Manager must submit to the Shariah Adviser the latest information pertaining to the issuer's business activities, its complete financial statements and other related information to enable the Shariah Adviser to carry out Shariah screening. The Shariah Adviser applies the screening methodology of the SAC of the SC in this Shariah screening.

a. "Shariah-Compliant Securities" which are subsequently classified as "Shariah Non-Compliant"

For securities which were earlier classified as Shariah-compliant securities but due to some reasons, such as changes in the companies' operations and financial positions, are subsequently classified as Shariah noncompliant, the Manager must liquidate the securities on the rebalancing date regardless whether the Fund will make gain or incur loss from the disposal. Any gain or loss arising from the disposal of the Shariah non-compliant securities on the rebalancing date will be absorbed by the Fund.

Notwithstanding the above, for securities listed in Malaysia, if the Shariah-compliant securities are subsequently classified as Shariah noncompliant by the SAC, the Manager must liquidate the securities on the announcement date by the SAC regardless whether the Fund will make gain or incur loss from the disposal. Any gain or loss arising from the disposal of the Shariah non-compliant securities on the announcement date will be absorbed by the Fund. However, any gain from the liquidation of Shariah non-compliant securities after the announcement date will be channelled to baitulmal and/or charitable bodies.

b. Shariah Non-Compliant Securities

In accordance with SAC's advice, any Shariah non-compliant securities which have been inadvertently purchased by the Fund shall be disposed off by the Manager within a month of becoming aware of the status of the securities.

- For investments in unlisted Shariah-compliant equities, the Shariah Adviser also applies the screening methodology of the SAC of the SC in its Shariah screening. As such, the Manager must submit to the Shariah Adviser the latest information pertaining to the issuer's business activities, its complete financial statements and other related information to enable the Shariah Adviser to carry out the Shariah screening.
- The decision of the Shariah Adviser shall be final.
- To facilitate the purchase and sale of foreign Shariah-compliant securities and Shariah-compliant investment instruments, there may be a need to have cash placement in a conventional bank account outside Malaysia. In such circumstances, the conventional account should be non-interest bearing and the sole purpose is only to facilitate purchase and sale of foreign Shariah-compliant securities and Shariah-compliant investment instruments. In the event that such a non-interest bearing account is unavailable, all interests earned shall be cleansed and that shall be undertaken annually if not earlier.

5.2 Cleansing Process for the Fund

(a) Wrong Investment

(i) Investment in Shariah noncompliant equity securities

The said investment shall be disposed of or withdrawn with immediate effect, if possible, or otherwise within one (1) calendar month of knowing the status of Any gain made in the form of capital gain or dividend received during or after the disposal of the securities will be channeled to baitulmal and/or charitable bodies. Any loss arises from the disposal will be borne by the Manager. The Fund has a right to retain only the original investment cost.

the investment. In the event that the investment resulted in any gain in the form of capital gain or dividend received before or after the disposal of the investment, it has to be channelled to baitulmal and/or charitable bodies as advised by the Shariah Adviser. The Fund has a right to retain only the investment cost. The Shariah Adviser advises that this cleansing process (namely, channelling of income from wrongful investment to baitulmal and/or charitable bodies as advised by the Shariah Adviser) shall be carried out within two (2) calendar months from the said disposal or withdrawal date. If the disposal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.

(ii) Investment in other Shariah noncompliant instruments (namely, money market instruments or deposits)

The said investment shall be disposed of or withdrawn with immediate effect, if possible, or otherwise within one (1) calendar month of knowing the status of the investment. In the event that the investment resulted in Shariah noncompliant income received before or after the disposal or withdrawal of the investment, it has to be channelled to baitulmal and/or charitable bodies as advised by the Shariah Adviser. The Fund has a right to retain only the investment cost. The Shariah Adviser advises that this cleansing process (namely, channelling of

income from wrongful investment to baitulmal and/or charitable bodies as advised by the Shariah Adviser) shall be carried out within two (2) calendar months from the said disposal or withdrawal date. If the disposal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.

(b) Reclassification of Shariah Status of the Fund's Investments

(i) Shariah-compliant equity securities

Reclassification of Shariah status refers to securities which were earlier classified as Shariah-compliant securities but due to failure to meet the set benchmark criteria, are subsequently reclassified as Shariah non-compliant by the SAC of the SC, the Shariah Adviser or the Shariah Supervisory Boards of relevant Islamic indices. If on the reclassification effective date, the value of the securities held exceeds or is equal to the investment cost, the Fund which holds such Shariah noncompliant securities must liquidate them. To determine the time frame to liquidate such securities, the Shariah Adviser advises that such securities should be disposed of within one (1) calendar month of reclassification.

Any dividends received up to the reclassification effective date and capital gains arising from the disposal of the said reclassified Shariah non-compliant

securities made with respect to the closing price on the reclassification effective date can be kept by the Fund. However, any dividends received and excess capital gain derived from the disposal after the reclassification effective date at a market price that is higher than the closing price on the reclassification effective date shall be channelled to *baitulmal* and/or charitable bodies as advised by the Shariah Adviser. The Shariah Adviser advises that this cleansing process should be carried out within two (2) calendar months from the above disposal date.

The Fund is allowed to hold the Shariah non-compliant securities if the market price of the said securities is below the investment cost. It is also permissible for the Fund to keep the dividends received during the holding period until such time when the total amount of the dividends received and the market value of the Shariah non-compliant securities held equal the investment cost. At this stage, the Fund is advised to dispose of their holdings. In addition, during the holding period, the Fund is allowed to subscribe to:

 any issue of new securities by a company whose Shariah noncompliant securities are held by the Fund such as rights issues, bonus issues, special issues and warrants [excluding securities whose nature is Shariah non-compliant such as irredeemable convertible unsecured loan stock (ICULS)]; and securities of other companies offered by the company whose Shariah noncompliant securities are held by the Fund,

on conditions that the Fund expedites the disposal of the Shariah non-compliant securities. For securities of other companies [as stated in the second bullet above], they must be Shariah-compliant securities.

(ii) Islamic money market instruments or Islamic deposits

This refers to the instruments which were earlier classified as Islamic money market instruments or Islamic deposits but due to certain factors such as changes in the issuers' business direction and policy or failure to carry out proper Shariah contracts' transactions, which render the instruments Shariah non-compliant by the relevant authority or the Shariah Adviser. If this occurs, the Manager will take the necessary steps to dispose of or withdraw such money market instruments or deposits.

If on the reclassification effective date, the value of the Shariah non-compliant instruments held exceeds or is equal to the investment cost, the Fund which holds such Shariah non-compliant instruments must liquidate them. To determine the time frame to liquidate such instruments, the Shariah Adviser advises that such reclassified Shariah non-compliant

instruments should be disposed of within one (1) calendar month of reclassification.

Any income received up to the reclassification effective date and capital gains arising from the disposal of the said reclassified Shariah non-compliant instruments made on the reclassification effective date can be kept by the Fund.

However, any income received and excess capital gain derived from the disposal after the reclassification effective date at a price that is higher than the price on the reclassification effective date shall be channelled to *baitulmal* and/or charitable bodies as advised by the Shariah Adviser. The Shariah Adviser advises that this cleansing process should be carried out within two (2) calendar months from the above disposal date.

5.3 Zakat for the Fund

The Fund does not pay zakat on behalf of both Muslim individuals and Islamic legal entities who are investors of the Fund. Thus, investors are advised to pay zakat on their own.

THE SHARIAH ADVISER CONFIRM THAT THE INVESTMENT PORTFOLIO OF THE FUND COMPRISES INSTRUMENTS WHICH HAVE BEEN CLASSIFIED AS SHARIAH-COMPLIANT BY THE SAC OF THE SC AND, WHERE APPLICABLE BY THE SAC OF BANK NEGARA MALAYSIA OR BY THE SHARIAH SUPERVISORY BOARDS OF RELEVANT ISLAMIC INDICES. AS FOR THE INSTRUMENTS

			WHICH HAVE NOT ESHARIAH-COMPLIANTE AND, WHERE APPLICATE BANK NEGARA MALASHARIAH SUPERVIS RELEVANT ISLAMIC IN STATUS OF THE INSTREVIEWED AND ACCORDANCE WITH THE SHARIAH ADVISER	BY THE SAC OF THE SC ABLE BY THE SAC OF AYSIA NOR BY THE ORY BOARDS OF IDICES, THE SHARIAH RUMENTS HAS BEEN DETERMINED IN HE RULING ISSUED BY	
17.	Section 6.1 – Charges D	•	Section 6.1 – Charges D	•	Amended as Goods and Services Tax Act 2014 has been repealed.
	any applicable taxes (in GST at the standard rate Goods and Services Tax	and charges are subject to cluding but not limited to which accordance with the Act 2014) and/or duties as he government or other me.	any applicable <mark>taxes</mark> ar	nd charges are subject to nd/or duties as may be nt or other authorities from	
18.		charges and Expenses, s Indirectly Incurred,		harges and Expenses, s Indirectly Incurred,	Amended pursuant to the First Supplemental Deed dated 12 April 2023
	Administrative Fees	These would include (but are not limited to) the following:	Administrative Fees	These would include (but are not limited to) the following:	
		 i. cost of printing of interim and annual reports for the Fund; 		 i. cost of printing of semi-annual and annual reports for the Fund; 	
		ii. commissions or fees paid to brokers in effecting dealings in the investments		ii. commissions or fees paid to dealers in effecting dealings in the investments of the Fund, shown	

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	of the Fund,	on the contract
	shown on the	notes or
	contract notes or	confirmation notes;
	confirmation	iii. where the
	notes;	custodian function
iii.	where the	is delegated by the
	custodian function	Trustee, charges or
	is delegated by	fees paid to foreign
	the Trustee,	sub-custodian for
	charges or fees	taking into custody
	paid to foreign	any foreign assets
	sub-custodian for	or investments of
	taking into	the Fund;
	custody any	
	foreign assets or	duties charged on
	investments of the	the Fund by the
	Fund;	government and
iv.	taxes and other	other authorities;
	duties charged on	v. fees and expenses
	the Fund by the	properly incurred by
	government and	the auditor
	other authorities;	appointed for the
v.	costs, fees and	Fund;
	expenses properly	vi. fees for the
	incurred by the	valuation <mark> of any</mark>
	auditor appointed	Shariah-compliant Shariah-comp
	for the Fund;	investment of the
l l vi.	costs, fees and	Fund;
	expenses incurred	vii. costs, fees and
	for the valuation of	expenses incurred
	any investment of	for any modification
	the Fund by	of the Deed save
	independent	where such
	valuers for the	modification is for
	benefit of the Fund	the benefit of the
	(if any);	Manager and/or the
	costs, fees and	Trustee;
	expenses incurred	viii. costs, fees and
	for any	expenses incurred

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modification of the	for any meeting of
Deed save where	the Unit Holders
such modification	save where such
is for the benefit of	meeting is
the Manager	convened for the
and/or the	benefit of the
Trustee:	Manager and/or the
/iii. costs, fees and	Trustee;
expenses incurred	ix. costs,
for any meeting of	commissions, fees
the Unit Holders	and expenses of
save where such	the sale, purchase,
meeting is	takaful and any
convened for the	other dealing of any
benefit of the	Asset of the Fund;
Manager and/or	
the Trustee;	x. costs, fees and expenses incurred
ix. costs,	in the preparation
commissions,	and audit of the
fees and	taxation, returns
expenses of the	and accounts of the
sale, purchase,	Fund;
	• • • • • • • • • • • • • • • • • • • •
•	· ·
taxation, returns	
and accounts of	Fund's
the Fund;	administrative
xi. any tax such as	expenses as
GST and/or other	permitted by the
indirect or similar	Deed.
tax now or	
hereafter imposed	Note:
by law or required	
and accounts of the Fund; xi. any tax such as GST and/or other indirect or similar tax now or hereafter imposed	administrative expenses as permitted by the Deed.

	to be paid in connection with any costs, fees and expenses incurred by the Fund; and xii. other related Fund's administrative expense as permitted by the Deed. Note: Any administrative expenses are applicable to all Classes of Units based on the multi-class ratio. For illustration, please refer to a table disclosed in section 7.1.1.	Any administrative expenses are applicable to all Classes of Units based on the multi-class ratio. For illustration, please refer to a table disclosed in section 7.1.1.	
19.	Section 6 – Fees, Charges and Expenses, Section 6.4 – Policy on Rebates and Soft Commission The Manager will not retain any form of rebate or soft commission from, or otherwise share in any commission with, any broker in consideration for directing dealings in the investments of the Fund unless the soft commission received is retained in the form of goods and services such as financial wire services and stock quotations system incidental to investment management of the Fund and beneficial to the Unit Holders and in the form of research and advisory services that assist in the decision making process relating to the Fund's	Section 6.4 – Policy on Rebates and Soft Commission Any rebate or soft commission shall be directed to the Fund concerned. Soft commissions may be retained by the Manager or the fund manager if: (a) the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;	Amended pursuant to paragraph 9.21 of the GUTF.

investments. All dealings with brokers are executed any dealing with the broker or dealer is on terms which are the most favourable for the executed on terms which are the most Fund. favourable for the Fund: and the availability of soft commissions is not the There are fees and charges involved and investors are advised to consider the fees and sole or primary purpose to perform or arrange transactions with such broker or dealer, and the charges before investing in the Fund. Manager or fund manager shall not enter into unnecessary trades in order to achieve a The fees and charges are subject to any applicable taxes (including but not limited to sufficient volume of transactions to qualify for soft commissions. GST at the standard rate which accordance with the Goods and Services Tax Act 2014) and/or duties as may be imposed by the government or There are fees and charges involved and other authorities from time to time. investors are advised to consider the fees and charges before investing in the Fund. The fees and charges are subject to any applicable taxes and/or duties as may be imposed by the government or other authorities from time to time. Section 7 - Transaction Information, Section Section 7 - Transaction Information, Section Amended for clarity purpose. 7.1.2 - Pricing of Units and Mode of Transaction 7.1.2 - Pricing of Units and Mode of Transaction Payments, Purchase of Units, second paragraph **Payments, Purchase of Units, second paragraph** Investors are required to fill up and complete the Investors are required to fill up and complete the necessary application form and other related necessary application form and other related documents required by the Manager. A bank documents required by the Manager. A bank validated fund transfer form must be presented to validated fund transfer form must be presented to the Manager as evidence of payment. the Manager as evidence of payment. Investors may submit the purchase application, which are available at the office of BIMB Investment, at our authorised unit trust consultant (UTC), any sales offices as listed in Section 18 "Directory of Sales Offices", or offices of our authorised distributors. Investors may also obtain the application form and other related forms from our website at https://bimbinvestment.com.my. Alternatively,

investors may invest via our BEST Invest App. You

		may download the application from the Apple App Store or Google Play Store and start your investment journey with us.	
21.	Section 7 – Transaction Information, Section 7.1.2 Pricing of Units and Mode of Transaction Payments, Redemption of Units, first paragraph	Section 7 - Transaction Information, Section 7.1.2 Pricing of Units and Mode of Transaction Payments, Redemption of Units, first paragraph	Amended for clarity purpose.
	Unit Holders may redeem their investments in the Fund at any point in time by completing the redemption form and sending it to the relevant authorised distributors/authorised consultants or direct to BIMB Investment Management Berhad. There is no limit on frequency of redemption.	Unit Holders may redeem their investments in the Fund at any point in time by completing the redemption form or such other manners as we may accept and returning it to us on any Business Day. The redemption form is available at our head office and also offices of the authorized distributors. Investors who invest via our BEST Invest App may redeem their investments in the Fund via our BEST Invest App. There is no limit on the frequency of redemption.	
22.	Section 7 - Transaction Information, Section 7.1.2 - Pricing of Units and Mode of Transaction Payments, Cooling-off transactions	Section 7 - Transaction Information, Section 7.1.2 - Pricing of Units and Mode of Transaction Payments, Cooling-off transactions	Amended pursuant to paragraphs 9.04 & 9.05 of the GUTF.
	If you have made an investment and later decide that this investment does not meet your investment needs, you may withdraw your investment within six (6) Business Days from the date your investment application is accepted by the Manager You will be refunded for every unit held based on the NAV per Unit on the day the Units were purchased and sales charge (if any) within 10 days from the receipt of the cooling-off application.	A cooling-off period of six (6) Business Days is accorded to an investor who is investing with BIMB Investment for the first time. During the Cooling-off Period, the investor, upon changing his mind about the unit trust investment that he has made, may proceed to exercise his Cooling-off Right by submitting a cooling-off request to BIMB Investment, at the nearest Bank Islam branches or from our authorized IUTAs.	
	You should be aware that the cooling-off right is only available on your first investment with us. Your subsequent investment will not enjoy this right.	Under the cooling-off request, the refund for every Unit held by the investor will be as follows:- a. if the original price of a Unit is higher than the price of a Unit at the point of exercise of the	

The cooling-off right is given to an individual investor who is investing in any unit trust fund managed by us for the first time and it is not applicable to you if you are a staff of the Manager and its related company(ies) and persons registered with a body approved by SC to deal in unit trusts.

- cooling-off right ("market price"), the market price at the point of cooling-off; or
- b. if the market price is higher than the original price, the original price at the point of cooling-off; and
- c. the sales charge imposed on the day the Units were purchased.

The Manager shall refund to Unit Holder within seven (7) Business Days from the date of receipt of the cooling-off application from the Unit Holder is received by the Manager. The Cooling-off Right is accorded to an individual investor other than those listed below:-

- a. Staff of the Manager; and
- b. Persons registered with a body approved by SC to deal in unit trusts.

23. Section 7 – Transaction Information, Section 7.1.3 - Incorrect Pricing

If there is an error in the pricing of the NAV per Unit of the Fund, the Manager will take immediate remedial action to correct the error. Rectification shall, where necessary, extend to the reimbursements of money as follows if the error is at or above the significant threshold of 0.50% of the NAV per Unit attributable to a Class of Units:

- i. if there is an over valuation and/or pricing in relation to the purchase and creation of Units, the Fund shall reimburse the Unit Holder;
- ii. if there is an over valuation and/or pricing in relation to the redemption of Units, the Manager shall reimburse the Fund;

Section 7 - Transaction Information, Section 7.1.3 - Incorrect Pricing

Subject to any relevant law, if there is an error in the pricing of the NAV per Unit of the Fund, the Manager will take immediate remedial action to correct the error. Rectification shall, where necessary, extend to the reimbursements of money as follows if the error is at or above the significant threshold of 0.50% of the NAV per Unit attributable to a Class of Units:

- i. if there is an over valuation and/or pricing in relation to the purchase and creation of Units, the Fund shall reimburse the Unit Holder;
- ii. if there is an over valuation and/or pricing in relation to the redemption of Units, the Manager shall reimburse the Fund;

Amended pursuant to paragraph 8.44 of the GUTF and for clarity purpose.

	 iii. if there is an under valuation and/or pricing in relation to the purchase and creation of Units, the Manager shall reimburse the Fund; and iv. if there is an under valuation and/or pricing in relation to the redemption of Units, the Fund shall reimburse the Unit Holder or former Unit Holder. The Manager retains the discretion whether or not to reimburse if the error is below 0.5% of the NAV per Unit attributable to a Class of Units or where the total impact on an individual account is less than RM10.00 or an equivalent denomination in the currency that a particular class of Units is denominated, if applicable. This is because the reprocessing cost may be greater than the amount of the adjustment. 	relation to the purchase and creation of Units, the Manager shall reimburse the Fund; and	
24.	Section 7 – Transaction Information, Section 7.3.2 - Payment of Redemption upon Receipt of Redemption Application Within 10 days after the redemption application is received and processed by the Manager.	Section 7 – Transaction Information, Section 7.3.2 - Payment of Redemption upon Receipt of Redemption Application Within 7 Business Days after the redemption application is received and processed by the Manager.	Amended pursuant to paragraph 8.18(a) of the GUTF.
25.	Section 7 – Transaction Information, Section 7.4 Distribution Channel Units can be purchased and redeemed during normal business hours at the business office of BIMB Invest, at the nearest Bank Islam branches or any of our authorized IUTAs and/or unit trust consultants. Please refer to Section 18: "Directory of Sales Offices".	Section 7 – Transaction Information, Section 7.4 Distribution Channel Units can be purchased and redeemed during normal business hours at the business office of BIMB Investment, at the nearest Bank Islam branches or any of our authorized IUTAs and/or unit trust consultants. Please refer to Section 18: "Directory of Sales Offices". Alternatively, investors may invest via our BEST Invest App.	Amended for clarity purpose.

		For further information, please call our help-desk at a Toll-Free- number: 1-800-88-1196 at any time during our office hours: Mondays to Fridays from 9.00 a.m. to 5.00 p.m. or email your enquiries to marketing.bimbinvest@bankislam.com.my or visit our website at www.bimbinvestment.com.my	
26.	Nil.	Section 7 – Transaction Information, Section 7.6 Customer Identification Program, 7.7 Anti- Money Laundering ("AML")/KYC Obligation on Our Authorised Distributor, 7.8 Suspension of Sale and Redemption of Units	
		7.6CUSTOMER IDENTIFICATION PROGRAM Pursuant to the relevant laws of Malaysia on money laundering, the Manager have an obligation to prevent the use of the Fund for money laundering purposes. As such, the Manager and/or its authorised distributors have put in place a "Know Your Customer" ("KYC") policy where procedures are in place to identify and verify the investor's identification through documents such as identity card, passport, constituent documents or any other official documents.	Amended for clarity purpose.
		The Manager and/or its authorised distributors reserve the right to request such information, either at the time an application is made or thereafter, as is necessary to verify the identity of an investor (or each of the investors in the case of joint investors) and/or to periodically update our records. You are required to provide us with your information and information of beneficial owner such as name, date of birth, national registration card number, residential and business address, (and mailing address if different), name of beneficial owner, address of beneficial owner, national registration card number of beneficial owner, date of birth of	

beneficial owner or other information and official identification.

For corporate clients, you are required to provide us the name of the company, principal place of business, source of income/asset, identification documents of the directors/shareholders/partners, board resolution pertaining to the investment and the person authorised to operate the account, all of which as per requirements under regulation when you open or re-open an account.

The Manager and/or its appointed distributors also reserve the right to request additional information including the source of the funds, source of wealth, net worth, annual income and identity of any beneficial owners as may be required to support the verification information and to allow us to complete adequate due diligence. In the event of delay or failure by the investor to produce any information required for verification purpose, we and/or our authorised distributors may refuse to accept an application request. In relation to a subscription application, any monies received will be returned without profit to the account from which the monies were originally debited, and in relation to redemption application, no units will be redeemed to the investor. The Manager and/or its authorised distributors also reserve the right to place restrictions on transactions or redemptions on your account until your identity is verified.

In the event of any breaches to the applicable laws on money laundering, the Manager and its appointed distributors have a duty to notify the relevant authority of the said breaches.

7.7ANTI-MONEY LAUNDERING ("AML")/KYC OBLIGATION ON OUR AUTHORISED

Amended for clarity purpose.

DISTRIBUTOR

If you have invested in the Fund via an authorised distributor, there may be additional information that the authorised distributor may need to provide to us, which may include the release of your particulars and details of ultimate beneficiaries / ultimate beneficial owners investing in the Fund to us. Without such information being provided, we reserve the discretion to reject your subscription or redemption request until such information is provided by the authorised distributor to us.

7.8SUSPENSION OF SALE AND REDEMPTION OF UNITS

The Manager may, in consultation with the Trustee and having considered the interests of Unit Holders, suspend the dealing in Units of the Fund due to exceptional circumstances, where there is good and sufficient reason to do so, considering the interest of Unit Holders. If we have exhausted all possible avenues to avoid a suspension of the Fund, we may as a last resort, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the sale (if applicable) and redemption of Units where it is impractical for us to calculate the NAV of the Fund due to but not limited to the following:

- (i) an emergency or other state of affairs; or
- (ii) the realization of the material portion of the assets of the Fund not being able to be effected at prices which would be realised if such material portion of the assets of the Fund were realised in an orderly fashion over a reasonable period in a stable market.

Amended pursuant to paragraphs 8.23 – 8.25 of the GUTF.

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.

Please note that during the suspension period, there will be no NAV per Unit available and hence, we will not accept any transactions for the applications, redemptions, switching and/or transfers of Units. If we have earlier accepted your request for redemptions and switching of Units, please note that the requests will only be processed on the next Business Day after the cessation of suspension of the Fund. You will be notified of the suspension and when the suspension is lifted.

27. Section 8 - Client Communication, i Newspapers and Website

ii. Newspapers and Website

Units are valued at the end of each Business Day. Unit Holders will be able to obtain information of the Fund's unit pricing from online publication of major newspapers in Malaysia or Unit Holder may log on to https://bimbinvestment.com.my.

The Fund's daily Unit price is usually published in the local online dailies on the T+2 (morning).

The Manager has taken necessary steps to ensure accuracy of pricing information that was sent to the respective newspapers. Should there be any dispute in the pricing information that published in newspapers/online publications and the Manager's price, the Manager's price shall prevail. However, the Manager shall not be liable for any errors or

Section 8 - Client Communication, Newspapers and Website

Website

Units are valued at the end of each Business Day. Unit Holders may obtain the daily Fund price from our website at https://bimbinvestment.com.my.

Amended as the daily Fund price will not be published in newspaper.

28.	Section 9 – The Management Company, Section 9.3 – Board of Directors		Section 9 – The Management Company, Section 9.3 – Board of Directors	Amended pursuant to paragraph 7.07(a), part II of the PGCIS.
	Name	Position	The list of our board of directors are available on our	
	KHAIRUL BIN	Chairman - Non-	website at https://bimbinvestment.com.my/about-	
	KAMARUDIN	Executive Non	<mark>us/</mark> .	
		Independent Director		
	DATO' GHAZALI	Non-Executive		
	BIN AWANG	Independent Director		
	DATUK NORIPAH	Non-Executive		
	BINTI KAMSO	Independent Director		
	DR. MOHD HATTA	Non-Executive		
	BIN DAGAP	Independent Director		
	MALKIAT SINGH @	Non-Executive Non		
	MALKIT SINGH	Independent Director		
	MAAN A/L			
	DELBARA			
	NAJMUDDIN BIN	Chief Executive Officer		
	MOHD LUTFI			
	Note: None of the directors of BIMB Invest: (a) hold office as director of more than one management company at any one time; and (b) hold office as a member of an investment committee of a fund operated by another management company.			
29.		gement Company, Section	Deleted.	Amended pursuant to the requirement t
	9.4 – Investment Comi	nittee		disclose the role of the investment
				committee has been removed from the PGCIS.

	The roles and primary functions of the Investment Committee are as follows: i. to approve the formulation of portfolio strategy; ii. to discuss, review and approve the investment strategy for the ensuing period; iii. to approve funding of investment activities for the ensuing period; iv. to review performance and portfolio composition and to make necessary recommendation therefrom; v. to review and assess the previous recommendation strategy; vi. to recommend to the board of directors on the payment of distribution to the Unit Holders and to report to the board of directors on the performance of the Fund and to take instructions thereon. The investment committee meets at least six (6) times a year or as and when required by the Manager.		The requirement to appoint an investment committee for a fund has been removed from the GUTF and is replaced by the Manager having an oversight function on the Fund.
30.	Section 9 – The Management Company, Section 9.5 – Shariah Committee -Information on Shariah Committee-	Deleted.	Deleted as the profile of the Shariah Adviser has been moved to Section 9A of the First Supplemental Prospectus.
31.	Section 9 – The Management Company, Section 9.6 – Investment Team The investment team meets twice a month to discuss investment related matters.	Section 9 – The Management Company, Section 9.6 – Investment Team The investment team meets frequently to discuss investment related matters.	Amended to update the information of the Investment Team as at the latest practicable date of the First Supplemental Prospectus.
	Name : BADROL AHMAD FATHAN Position : Head of Investment	Name : ABD RAZAK SALIMIN (Designated Fund Manager) Position : Head of Investment	

Ехр	erience :	He joined BIMB Investment Management as Manager in March 2015 and is responsible for equity funds. He has more than 10 years of work experience in investment banking and fund management. He previously worked for <i>i</i> -VCAP Management Sdn Bhd, Hadrons Capital Sdn
		Bhd and CMS Trust Management Bhd. He is the designated fund manager for BIMB Dana Al-Munsif, BIMB Dana Al-Falah and BIMB i Growth.
Qua	lification :	Masters of Professional Accounting, Griffith University, Brisbane, Australia and Bachelor of Science in Business Administration, American University. He has Capital Markets Services Representative's License.

Name	:	THONG YONG LING, STANLEY
Position	:	Manager
Experience	:	He joined BIMB Investment Management as a Fund Manager in 2012. He has more than 10 years of working experience in equity research and investment. He was previously attached with UOB-OSK Asset

Experience	:	He joined BIMB Investment Management Berhad in May 2019 and was formerly and equity fund manager with Permodalan Nasional Berhad. He has more than ten (10) years of experience in investment management and research. He is responsible for leading and managing the Investment Department, overseeing domestic and global equities, sukuk and Islamic money market instruments.
Qualification	:	 Chartered Financial Analyst (CFA) Financial Risk Manager (FRM) Bachelor of Mathematics, Operational Research, Statistics and Economics (MORSE), University of Warwick, United Kingdom Holder of SC's CMSRL

Name	:	THONG YONG LING, STANLEY
Position	:	Senior Fund Manager
Experience	:	He joined BIMB Investment Management as a Fund Manager in 2012. He has more than 10 years of working experience in equity research and investment. He was previously attached

		Management Berhad and Hong Leong Assurance Berhad. As a fund manager at UOB-OSK Asset Management, he was in charge of managing various unit trust and investment link insurance funds for clients. He is the designated fund manager for BIMB <i>i</i> Dividend Fund, BIMB <i>i</i> Flexi Fund and BMSEF.
Qualification	:	Masters of Commerce, Macquarie University, Australia, Bachelor of Business Administration, National Cheng Chi University, Taiwan and Capital Markets Services Representative's License.

Name	:	HAZWANI AIMI BINTI HASHIM
Position	:	Assistant Manager – Investment Research and Product Development
Experience		She joined BIMB Investment Management Berhad in November 2013. She has more than 5 years of working experience in investment banking and fund management. She was previously attached to Malayan Banking Berhad and OSK Investment Bank Berhad. She was an equity analyst for OSK-UOB

		with UOB-OSK Asset
		Management Berhad and
		Hong Leong Assurance
		Berhad. As a fund manager
		at UOB-OSK Asset
		Management, he was in
		charge of managing various
		unit trust and investment link
		insurance funds for clients.
Qualification	:	Masters of Commerce,
		Macquarie University,
		Australia,
		Bachelor of Business
		Administration, National
		Cheng Chi University,
		Taiwan
		Holder of SC's CMSRL
		TIGIGGI SI SO O OMOTE

Name		AHMAD RIZAL UJANG		
	·			
Position	:	Fund Manager		
Experience	:	He joined BIMB Investment in January 2017 and previously worked in BIMB Investment from 2011 to 2014. He has more than ten (10) years or working experience in Islamic money market and fixed income investment. He was previously attached to <i>i</i> -VCAP Management Sdn		
		Berhad and Syarikat Takaful Malaysia Berhad.		
Qualification		Masters of Finance,		
«uaiiiicatioii		•		
		Curtin University of		
		Technology, Australia		
		Holder of SC's CMSRL		

	Qualification :	Islamic Fund Management Berhad (now known as RHB Islamic International Asset Management Berhad) prior to joining BIMB Investment Management Berhad. Masters of Science in Islamic Banking and Finance and Bachelor of Economics (Hons), International Islamic University Malaysia and Capital Markets Services Representative's License.	Further information on the Manager and key management is available on the Manager's website: https://bimbinvestment.com.my	
32.		nagement Company, Section tion and Arbitration	Section 9 – The Management Company, Section 9.7 – Material Litigation and Arbitration	Amended to update the status of material ligation and arbitration of the Manager.
	o., material Litiga	and Arbitration		ingulari and arbitration of the Manager.
	Manager is not engand arbitration as p Manager is not awar or threatened or of a to any proceedings adversely affect its fin	mentioned herein below, the aged in any material litigation blaintiff or defendant, and the re of any proceedings, pending my other facts likely to give rise which might materially and nancial position or business. COURT OF APPEAL	As at 28 April 2023, save for the suit mentioned herein below, the Manager is not engaged in any material litigation and arbitration either as plaintiff nor as defendant, and the Manager is not aware of any proceedings, pending or threatened or of any other facts likely to give rise to any proceedings which might materially and adversely affect its financial position or business.	
	Appeal No. :	WA-12BM-2-04-2016	Perbadanan Harta Intelek Malaysia ("MyIPO"), has	
		ZAULKAFLE BIN MAT TOUHID	initiated a suit against BIMB Investment in October 2021. MyIPO, vide its solicitors, had issued a Writ	
	Respondent :	BIMB INVESTMENT MANAGEMENT BERHAD	and Statement of Claim dated 18 October 2021, alleging BIMB Investment for fraudulent	
	Exposure :	RM70,000.00	misrepresentation, negligent misrepresentation, breach of duty of care and negligence against MyIPO. BIMB Investment had categorically denied	
	Current Status:		all the allegations and set out the actual factual	
		6, the appellant filed a notice of t of Appeal against the High	matrix by filing a Statement of Defence dated 8 December 2021. The present status of the legal proceedings is as follows:	

Court's decision and it is fixed for case management on 5 January 2017.

Facts of the Case:

The plaintiff/ appellant claimed that he had invested an amount of RM70,000 in BIMB *i* Dividend Fund through Wan Fakharuddin Anis (2nd defendant) who was the unit trust consultant of BIMB Invest (1st defendant). The plaintiff/ appellant alleged that he had been deceived by the 2nd defendant when he found that there was no record of his investment when he checked with BIMB Invest. The plaintiff/ appellant informed that he had given cash money to the 2nd defendant for the said investment.

The plaintiff/ appellant claimed that since the 2nd defendant was the unit trust consultant of BIMB Invest, vicarious liability is applicable to BIMB Invest for the fraud made by the consultant.

On 18 April 2016, the Session Court rejected the claim made by the plaintiff/appellant against BIMB Invest. Subsequently, the plaintiff/ appellant made an appeal to the High Court against the Session Court's decision. On 6 October 2016, the High Court also rejected the appeal.

Further information on the Manager, investment committee, Shariah Committee and key management is available on the Manager's website: www.bimbinvestment.com.my

- (a) On 24 May 2022, BIMB Investment has filed and served its Statement of Claim against Dato Ahmad Azwan as the Third Party;
- (b) On 8 June 2022, Dato Ahmad Azwan as the Third Party has filed and served his Statement of Defence against BIMB Investment's Statement of Claim:
- c) On 21 June 2022, BIMB Investment has filed and served its Reply to the Third Party's Statement of Defence:
- d) On 14 October 2022, BIMB Investment filed its Notice of Application seeking discovery of the original copies of the forged or falsified documents as pleaded in the Statement of Claim (documents in question) for the purpose of Forensic Examination and to obtain an expert opinion so as to prove the assertions made by BIMB Investment in its Statement of Defence:
- Lumpur Sessions Court seeking discovery of the documents in question, as some of the impugned documents had already been adduced in the ongoing criminal trial against the Third Party whilst the other documents are in the possession of MACC. The order in terms of the application was obtained before Session Courts on 23 November 2022:
- f) The full trial of this suit has been scheduled on 27th, 28th and 29th of May 2024;
- The next case management is fixed on 26 April 2024 and the parties are required to comply with all pretrial getting ups, under Order 34. The High Court has made an Unless Order wherein the Parties, well before 26 April 2024 must have complied with the pre-trial requirements including filing of statement of agreed facts, statement of issues to be tried and common bundle of documents.

		(h) The Parties are also been directed to exhaust all interlocutory applications well before the next case management date.	
33.	Nil.	Section 9A - Shariah Adviser - BIMB Securities Sdn Bhd	Inserted pursuant to change of Shariah Adviser of the Fund.
		Section 9A Shariah Adviser – BIMB Securities Sdn Bhd	
		BIMB Securities Sdn Bhd ("BIMB Securities") has been appointed as the Shariah Adviser for the Fund. BIMB Securities will provide Shariah advisory services on the management and operations of the Fund to ensure the operations of the Fund comply with Shariah requirements.	
		About BIMB Securities Sdn Bhd	
		BIMB Securities is a stockbroking subsidiary of Bank Islam Malaysia Berhad incorporated on 21 February 1994 and is licensed by the SC. The corporate mission of BIMB Securities is to be an active participant in a modern, innovative and dynamic Islamic capital market in Malaysia, catering for the needs of all investors, Muslims and non-Muslims, looking for Shariah-compliant investment products and services.	
		Experience in Shariah Advisory Services	
		BIMB Securities is registered with the SC to act as a Shariah Adviser for Islamic products and services regulated by the SC, which include Islamic collective investment schemes. BIMB Securities is independent from the Manager and does not hold office as a member of the committee undertaking the oversight function of the Fund or any other funds managed and administered by the Manager. As at	

28 April 2023, BIMB Securities is a corporate Shariah Adviser to eighty-three (83) Islamic funds including two (2) Islamic real estate investment trusts.

Roles and Responsibilities of BIMB Securities Sdn Bhd as a Shariah Adviser

As the Shariah Adviser for the Fund, the role of BIMB Securities is to ensure that the investment operations and processes of the Fund is in compliance with Shariah requirements. BIMB Securities will review the Fund's investments on a monthly basis to ensure Shariah compliance and it also reviews the semi-annual and annual reports of the Fund.

Notwithstanding the role played by the Shariah Adviser, the ultimate responsibility for ensuring Shariah compliance of the Fund in all aspects of operations and processes rests solely with the Manager.

In line with the SC Guidelines on Islamic Capital Market Products and Services, the roles of BIMB Securities as the Shariah Adviser are:

- 1. to advise on the Shariah aspects of the Fund and Fund's operations and processes to ensure they are in accordance with Shariah requirements;
- to provide Shariah expertise and guidance in all matters relating to the Fund, particularly on the documentation i.e., the Fund's deed and prospectus, structure, investments and related operational matters;
- 3. to ensure that the Fund is managed and operated in accordance with Shariah requirements and the

- applicable Shariah rulings, principles and concepts endorsed by the SAC of the SC as well as the advice given by the Shariah Adviser are complied with;
- to review the Fund's compliance reports as provided by the Manager's compliance officer and investment transaction reports provided or duly approved by the Trustee to ensure that the Fund's investments are in line with Shariah;
- 5. to prepare a report to be included in the semiannual and annual reports of the Fund stating the Shariah Adviser's opinion whether the Fund has been operated and managed in compliance with Shariah requirements in its investment, operations and processes for the financial period concerned;
- to apply *ljtihad* (intellectual reasoning) to ensure all aspects relating to the Fund are in compliance with Shariah, in the absence of any rulings, principles and concepts endorsed by the SAC of the SC;
- 7. to consult the SC where there is ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process; and
- to meet with the Manager on a quarterly basis (or as and when required by the Manager and/or the Shariah Adviser) for the review of the Fund's operations and processes.

Profiles of the Shariah Personnel

Ir. Dr. Muhamad Fuad bin Abdullah ("Dr. Muhamad Fuad")

Dr. Muhamad Fuad is the designated person incharge of all Shariah matters in BIMB Securities.

He graduated with a Bachelor of Science Degree in Electrical Engineering in 1977 and a Master of Philosophy Degree in Electrical Engineering in 1982, both from the University of Southampton, England. He also obtained a Bachelor of Arts (Jayyid) Degree in Shariah from the University of Jordan in 1994 and a Doctor of Philosophy in Muslim Civilization from the University of Aberdeen, Scotland in 1996.

He is a registered individual Shariah adviser with the SC. He is the chairman of the Shariah Advisory Committee of BIMB Securities and the Shariah Supervisory Council of Bank Islam Malaysia Berhad. He sits on the Shariah committee of AIA Public Takaful Berhad.

He is also the non-executive chairman of Gagasan Nadi Cergas Berhad and a board member of Universiti Tun Abd Razak Sdn Bhd (UniRAZAK).

Nurussaádah binti Nasarudin ("Nurussaádah")

Nurussaádah joined BIMB Securities in June 2015 as the Shariah executive and has been promoted as the head of Shariah section effective 1 May 2021. She is also the Designated Shariah Officer registered under the BIMB Securities' Shariah adviser registration, responsible for the Shariah advisory services offered by BIMB Securities.

Nurussaádah graduated with a Bachelor of Shariah majoring in Islamic Banking and Economics from the University of Yarmouk, Jordan.

Currently, she is responsible in providing Shariah inputs on the advisory, consultancy and research

functions with regards to Islamic capital market and Islamic collective investment schemes, including but not limited to, conducting surveillance on the non-financial institution activities.

She is experienced in product development and review for Islamic capital market products specifically on Islamic stockbroking services.

34. Section 10 – Investment Adviser – Arabesque Asset Management Ltd, Section 10.1 – Profile of Arabesque Asset Management Ltd

10.1 PROFILE OF ARABESQUE ASSET MANAGEMENT LTD

Arabesque Asset Management Ltd is authorised and regulated by the UK Financial Conduct Authority (FCA). It is a wholly-owned subsidiary of Arabesque Asset Management Holding Limited and part of the Arabesque Group. Arabesque is headquartered in London and has a research hub in Germany. Arabesque integrates sustainability with momentum analysis and risk management techniques in its products. Arabesque offers socially responsible equity funds and bespoke investment products.

Arabesque uses a rules-based investment approach and its investment strategy is overseen by the investment committee. The Arabesque Investment Committee consists of Omar Selim (Chief Executive Officer/CEO), Anja Mikus (Chief Investment Officer/CIO) and Alexander Kuppler (Partner/Head of Trading).

Omar Selim is the CEO and founder of Arabesque. He has 20 years experience in international banking, having held senior positions at UBS, Morgan Stanley and Credit Suisse. His last position Section 10 - The Investment Adviser - Arabesque Asset Management Ltd

10.1 PROFILE OF ARABESQUE ASSET MANAGEMENT LTD

Arabesque Asset Management Ltd is authorised and regulated by the UK Financial Conduct Authority (FCA). It is a wholly-owned subsidiary of Arabesque Holding Limited and part of the Arabesque Group. Arabesque is headquartered in London. Arabesque offers socially responsible equity funds and bespoke investment products. Arabesque uses a rules-based investment approach.

Omar Selim is the CEO and founder of Arabesque. He has 20 years experience in international banking, having held senior positions at UBS, Morgan Stanley and Credit Suisse. His last position was as Head of Institutional Business for Europe, Middle East and Africa at Barclays Capital.

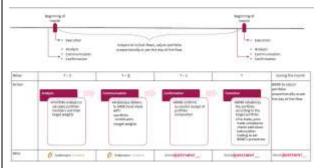
Amended to update the profile of the investment adviser as at the LPD of the First Supplemental Prospectus.

was as Head of Institutional Business for Europe, Middle East and Africa at Barclays Capital.

Anja Mikus is the CIO at Arabesque. She has 25 years experience of asset management. Her most recent position was as CIO for Union Investment with more than USD\$250 billion assets under management.

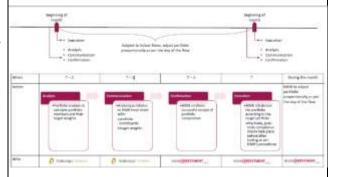
Alexander Kuppler is partner and Head of Trading at Arabesque. He has extensive experience in the setup, running and maintaining of internationally focused trading units. His most recent position was as Head of Equity Trading at DWS Investments.

10.2 Co-operation and Responsibility between Arabesque Asset Management Ltd. And BIMB Investment Management Berhad



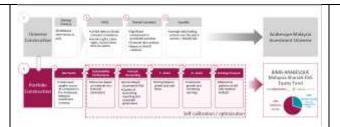
10.3 Investment Process Flow

10.2 Co-operation and Responsibility between Arabesque Asset Management Ltd and BIMB Investment Management Berhad



10.3 Investment Process Flow





Section 12 – Salient Terms of Deed, Section 12.6 - Permitted Expenses Payable by the Fund

Only the expenses (or part thereof) which is directly related and necessary in operating and administering the Fund may be charged to the Fund. | the Fund may be charged to the Fund. These would These would include (but are not limited) to the following:

- (a) commissions or fees paid to dealers 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 (b) taxes and other duties charged on the Fund by the government and/or other authorities;
- (c) costs, fees and expenses properly incurred by (c) fees and expenses properly incurred by the the auditor:
- valuation of any Shariah-compliant investment of of the Fund:
- (e) costs, fees and expenses incurred for any modification of the Deed save the where such modification is for the benefit of the Manager (f) and/or the Trustee:
- (f) costs, fees and expenses incurred for any meeting of Unit Holders save where such meeting is convened for the benefit of the (g) costs, commissions, fees and expenses of the Manager and/or the Trustee;
- (g) costs, commissions, fees and expenses of the any Asset of the Fund;

Section 12 - Salient Terms of Deed, Section 12.6 - Permitted Expenses Payable by the Fund

Only the expenses (or part thereof) which is directly related and necessary in operating and administering include (but are not limited) to the following:

- (a) commissions or fees paid to dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes:
- the government and/or other authorities;
- auditor:
- (d) costs, fees and expenses incurred for the (d) fees incurred for the valuation of any Shariahcompliant investment of the Fund;
 - the Fund by independent valuers for the benefit (e) costs, fees and expenses incurred for any modification of the Deed save the where such modification is for the benefit of the Manager and/or the Trustee:
 - costs, fees and expenses incurred for any meeting of Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee:
 - sale, purchase, takaful and any other dealing of any Asset of the Fund:
 - sale, purchase, takaful and any other dealing of (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for

Amended the First pursuant to Supplemental Deed dated 12 April 2023.

- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed (i) Shariah-compliant investment of the Fund;
- costs, fees and expenses incurred in engaging (j) any valuer, adviser or contractor for the benefit of the Fund:
- preparation and audit of the taxation, returns and accounts of the Fund:
- (k) costs, fees and expenses incurred in the termination of the Fund or a Class of Units or the removal of the Trustee or the Manager and the (I) appointment of a new trustee or management company;
- costs, fees and expenses incurred in relation to any arbitration or other proceedings 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 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 committee 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 (o) costs, expenses incurred in relation to the requirement (whether or not having the force of law) of any governmental or regulatory authority; (p) (where the custodial function is delegated by the
- (o) costs, expenses incurred in relation to the distribution of income (if any);
- (p) (where the custodial function is delegated by the Trustee) charges and fees paid to sub- (q) fees, charges, costs and expenses relating to the custodians taking into custody of any foreign assets or investments of the Fund:

- investigating or evaluating any proposed Shariah-compliant investment of the Fund:
- costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
- costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund:
- costs, fees and expenses incurred in the (k) costs, fees and expenses incurred in the termination of the Fund or a Class of Units or the removal or retirement of the Trustee or the Manager and the appointment of a new trustee or management company;
 - costs, fees and expenses incurred in relation to any arbitration or other proceedings 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);
- the extent that legal costs incurred for the |(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;
- independent members of the investment (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;
 - distribution of income (if any);
 - Trustee) charges and fees paid to subcustodians taking into custody of any foreign assets or investments of the Fund;
 - preparation, printing, posting, lodgement of documents and reports which the Manager

	 (q) fees, charges, costs and expenses relating to the preparation, printing, posting, lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare, print, post and/or lodge in relation to the Fund by virtue of any relevant law; and (r) any tax such as GST and/or other indirect or similar tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under subparagraphs (a) to (q) above. 	and/or the Trustee may be obliged to prepare, print, post and/or lodge in relation to the Fund by virtue of any relevant law; and (r) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under subparagraphs (a) to (q) above.	
36.	Section 12 – Salient Terms of Deed, Section 12.8 – Termination of the Fund	Section 12 – Salient Terms of Deed, Section 12.8 – Termination of the Fund	Amended pursuant to the First Supplemental Deed dated 12 April 2023.
	The Fund may be terminated or wound up upon the occurrence of any of the following events:	The Fund may be terminated or wound up upon the occurrence of any of the following events:	
	 i. a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund, following occurrence of events stipulated under Section 301(1) of the Act and the court has confirmed the Special Resolution, as required under Section 301(2) of the Act; and 	 i. a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund, following occurrence of events stipulated under Section 301(1) of the Act and the court has confirmed the Special Resolution, as required under Section 301(2) of the Act; and 	
	ii. a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.	ii. a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.	
		The Manager may, in consultation with the Trustee, terminate and wind up the Fund if the termination of the Fund is in the best interest of the Unit Holders and the Manager deems it to be uneconomical for the Manager to continue managing the Fund.	
		The Manager shall also be entitled to terminate the Fund if the Fund is left with no Unit Holders.	
37.	Section 12 – Salient Terms of Deed, Section 12.9 – Termination of a Class of Units	Section 12 – Salient Terms of Deed, Section 12.9 – Termination of a Class of Units	Amended pursuant to the First Supplemental Deed dated 12 April 2023.

The Manager may only terminate a particular Class of Units if the termination of that Class of Units does not prejudice the interests of Unit Holders of any other Class of Units. For the avoidance of doubt, the termination of a Class of Units shall not affect the continuity of any other Class of Units of the Fund.

If at a meeting of Unit Holders to terminate a Class of Units, a Special Resolution to terminate a particular Class Units is passed by the Unit Holders:

- i. the Trustee and the Manager shall notify the relevant authorities in writing of the passing of the Special Resolution;
- ii. the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class of Units; and
- iii. the Trustee or the Manager shall publish a notice on the termination of that Class of Units in at least one national Bahasa Malaysia newspaper and one national English newspaper, if those Units are available in Malaysia.

The Trustee shall then arrange for a final review and audit of the final accounts of the Fund attributable to that Class of Units by the auditor of the Fund. Upon the completion of the termination of that Class of Units, the Trustee and the Manager shall notify the relevant authorities of the completion of the termination of that Class of Units.

The Manager may only terminate a particular Class of Units if the termination of that Class of Units does not prejudice the interests of Unit Holders of any other Class of Units. For the avoidance of doubt, the termination of a Class of Units shall not affect the continuity of any other Class of Units of the Fund.

If at a meeting of Unit Holders to terminate a Class of Units, a Special Resolution to terminate a particular Class of Units is passed by the Unit Holders:

- i. the Trustee and the Manager shall notify the relevant authorities in writing of the passing of the Special Resolution;
- ii. the Trustee or the Manager shall as soon as practicable inform all Unit Holders of the Fund of the termination of that Class of Units.
- iii. The Trustee or the Manager shall publish a notice on the termination of the Class of Units in at least one national Bahasa Malaysia newspaper and one national English newspaper, if those Units are available in Malaysia.

The Trustee shall then arrange for a final review and audit of the final accounts of the Fund attributable to that Class of Units by the auditor of the Fund. Upon the completion of the termination of that Class of Units, the Trustee and the Manager shall notify the relevant authorities of the completion of the termination of that Class of Units.

The Manager may also, in consultation with the Trustee, terminate any Class of Units if the termination of the Class of Units is in the best interest of Unit Holders and the Manager deems it to

be uneconomical for the Manager to continue managing the Class of Units. The Manager shall be entitled to terminate a Class of Units if that particular Class of Units is left with no Unit Holders. Section 12 - Salient Terms of Deed, Section Section 12 - Salient Terms of Deed, Section Amended pursuant to the First 12.10 - Meeting of Units Holders, Quorum 12.10 - Meeting of Units Holders, Quorum Supplemental Dee dated 12 April 2023. required for a Unit Holders' Meeting required for a Unit Holders' Meeting Quorum required for a Unit Holders' Meeting Quorum required for a Unit Holders' Meeting The guorum required for a meeting of Unit Holders (a) The guorum required for a meeting of Unit Holders shall be five (5) Unit Holders, whether present in of the Fund or a Class of Units, as the case may person or by proxy, provided that if the Fund has five be, shall be five (5) Unit Holders, whether present (5) or less Unit Holders, the guorum required for a in person or by proxy; however, if the Fund or a meeting of Unit Holders of the Fund shall be two (2) Class of Units, as the case may be, has five (5) or Unit Holders, whether present in person or by proxy; less Unit Holders, the quorum required for a if the meeting has been convened for the purpose of meeting of Unit Holders of the Fund or a Class of voting on a Special Resolution, the Unit Holders Units, as the case may be, shall be two (2) Unit present in person or by proxy must hold in aggregate Holders, whether present in person or by proxy. at least twenty five per centum (25%) of the Units in circulation at the time of the meeting. (b) If the meeting has been convened for the purpose of voting on a special resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation of the Fund or a Class of Units, as the case may be, at the time of the meeting. (c) If the Fund or a Class of units, as the case may be, has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders of the Fund or a Class of Units, as the case may be.

39. Section 12 – Salient Terms of Deed, Section 12.10 – Meeting of Units Holders, Meeting Convened by the Unit Holders

The Unit Holders may direct the Manager to summon a meeting for any purpose including, without limitation, for the purpose of:

- (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:
- (d) giving to the Trustee such directions as the meeting thinks proper; or
- (e) considering any matter in relation to the Deed,

Provided always that the Manager shall not be obliged to summon such a meeting unless a direction has been received from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or all the Unit Holders of a particular Class of Units.

Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or all the Unit Holders of a particular Class of Units, as the case may be, at the registered office of the Manager, summon a meeting of the Unit Holders of the Fund or of that Class of Units by:

Section 12 – Salient Terms of Deed, Section 12.10 – Meeting of Units Holders, Meeting Convened by the Unit Holders

The Unit Holders may direct the Manager to summon a meeting for any purpose including, without limitation, for the purpose of:

- 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;
- d. giving to the Trustee such directions as the meeting thinks proper; or
- e. considering any matter in relation to the Deed,

provided always that the Manager shall not be obliged to summon such a meeting unless direction has been received from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or all the Unit Holders of a particular Class of Units.

Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or all the Unit Holders of a particular Class of Units, as the case may be, at the registered office of the Manager, summon a meeting of the Unit Holders of the Fund or of that Class of Units, as the case may be, by:

Amended pursuant to the First Supplemental Deed dated 12 April 2023.

 (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 relevant Unit Holders; (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 (c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting. 	 a. sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders of the Fund or of that Class of Units, as the case may be, at the Unit Holder's last known address or, in the case of jointholders, at the jointholder whose name stands first in the records of the Manager to 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 c. specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting. 	
Transactions, fourth paragraph As at the LPD, none of BIMB Invest's directors or substantial shareholders has any direct or indirect interest in other corporation carrying on a similar business as BIMB Invest. Any transaction conducted by the board member or any other representative must be done in the best interest of the Unit Holders. In the event that any of the directors or Investment Committee members are directly or indirectly involved in such transactions, he should abstain from being involved with any decision making process of the said transaction.	Deleted	Amended as it is no longer a requirement to disclose.
Section 15 – Taxation Adviser's Letter -Tax adviser's letter-	Section 15 – Taxation Adviser's Letter -Tax adviser's letter has been updated-	Amended to update the tax adviser's letter.

42.	Section 16 – Additional Information, Deed(s) that govern the Fund Other Information		Section 16 – Additional Inf govern the Fund	formation, Deed(s) that	Amended to include the reference to the First Supplemental Deed dated 12 April 2023.
			Other information		1
	Deed(s) that govern the Fund	The deed in respect of the Fund is dated 18 November 2016.	Deed(s) that govern Fund	1. Deed dated 18 November 2016 2. First Supplement al Deed dated 12 April 2023	
43.	Nil.		Section 16 – Additional Inf The Trustee, the Shariah Adviser have given their w their respective capacity. Th consent for the inclusion statements and/or reports ir form and context in which it subsequently withdrawn inclusion of their names an reports in the form and conte this Prospectus.	Adviser and the Tax ritten consent to act in ey have also given their of their names and/orn this Prospectus in the tappears and have not their consent to the ind/or statements and/or	Inserted pursuant to section 244(1) of the Capital Markets and Services Act 2007.
44.	Section 18 – Directory of Sale - Directory of sales offices -	s Offices	Section 18 – Directory of S Branches of BIMB Inv Berhad JOHOR BAHRU		Amended for clarity purpose.
			15/2 2 nd Floor, Taman Bukit 1	PT 433 & 434 Tingkat 2 lalan Padang Garong 5000 Kota Bharu Kelantan.	

79100 Nusajaya Johor. Tel: +609 -740 6118/ +6012-908 7785 Tel: +607-239 5608 Fax: +607-239 5609
 Please refer to BIMB Investment's website at https://bimbinvest.com.my for the list of licensed consultants.
 Please refer to Bank Islam's website at <u>www.bankislam.com.my</u> for the list of its <u>branches nationwide.</u>