

BIMB-Arabesque Malaysia Shariah-ESG Equity Fund (“Fund”)

List highlighting the amendments from the deed dated 18 November 2016 (“Principal Deed”) and the first supplemental deed dated 20 March 2023 (“First Supplemental Deed”) in relation to the fund.

CLAUSE	PRINCIPAL DEED	FIRST SUPPLEMENTAL DEED	RATIONALE FOR AMENDMENTS
<p>General: The Principal Deed has been amended for the reasons set out in the “Rationale for Amendments” column.</p> <p>We are of the view that all of the proposed amendments to the Principal Deed as set out in the First Supplemental Deed (“Proposed Amendments”) will not materially prejudice the unit holders’ interest as there is no:</p> <ol style="list-style-type: none"> 1. change to the nature or objective of the Fund; 2. change to the risk profile of the Fund; 3. change in the distribution policy of the Fund; 4. introduction of a new category of fees or charges; or 5. increase in fees or charges of the Fund, <p>as a result of the Proposed Amendments.</p> <p>The Proposed Amendments essentially entail the amendments to the provisions of the Principal Deed to be in line with the Guidelines on Unit Trust Funds (Revised: 28 November 2022) (“Revised GUTF”). As such, the Proposed Amendments do not materially prejudice the unit holders’ interest under paragraph 9.70 of the Revised GUTF and hence a unit holders’ approval is not required under section 295(4)(a) of the Capital Markets and Services Act 2007 (“CMSA”).</p> <p>In addition, we are of the view that the Proposed Amendments are not significant changes that will affect unit holders’ decision to stay invested in the Fund as there is no change in investment strategy, distribution policy or minimum balance of the Fund.</p> <p>We will issue a written notice to unit holders of the Proposed Amendments 14 days before the issuance of the supplemental/ replacement prospectus of the Fund.</p>			
2.1(a)	Nil.	<p>A new definition of “approved accounting standards” has been inserted:</p> <p>“approved accounting standards” has the meaning assigned to it in the Financial Reporting Act 1997, but excluding the Malaysian Private Entities Reporting Standards or its equivalent;</p>	<p>Amended to include the reference to “approved accounting standards” as such references has been made in the Principal Deed as amended by the First Supplemental Deed.</p> <p>The Malaysian Private Entities Reporting Standards (“MPERS”) or its equivalent has been excluded as it is only applicable to private entity which, is not by itself required to prepare or lodge any financial statements under any law administered by the</p>

			Securities Commission Malaysia or Bank Negara Malaysia. As such, the MPERS is not applicable to the Manager and the Fund.
2.1(b)	<p>Definition of “Eligible Market”:</p> <p>“Eligible Market” means a market that:</p> <p>(a) is regulated by a regulatory authority;</p> <p>(b) operates regularly;</p> <p>(c) is open to the public; and</p> <p>(d) has adequate liquidity for the purposes of the Fund;</p>	<p>Definition of “Eligible Market” has been amended to:</p> <p>“Eligible Market” means an exchange, government securities market or an over the-counter market:</p> <p>(a) that is regulated by a regulatory authority of that jurisdiction;</p> <p>(b) that is open to the public or to a substantial number of market participants; and</p> <p>(c) on which financial instruments are regularly traded;</p>	Amended as per the definition of “eligible market” set out in paragraph 2.01 of the Revised GUTF.
2.1(c)	<p>Definition of “Financial Year”:</p> <p>“Financial Year” means a financial year of the Fund and is the period described as such in the Third Schedule hereto; the Manager may, in consultation with the Trustee, vary the dates of any Financial Year as may be deemed appropriate;</p>	<p>Definition of “Financial Year” has been amended to:</p> <p>“Financial Year” means a financial year of the Fund and is the period described as such in the Third Schedule hereto; the Manager may, in consultation with the Trustee, vary the date of the Financial Year in accordance with the relevant laws;</p>	Amended pursuant to paragraph 10.03 of the Revised GUTF.
2.1(d)	<p>Definition of “financial institution”:</p> <p>“financial institution” means:</p> <p>(a) if the institution is in Malaysia-</p> <p>(i) licensed bank;</p> <p>(ii) licensed investment bank; or</p> <p>(iii) licensed Islamic bank;</p> <p>(iv) development financial institutions regulated under the Development Financial Institutions Act 2002; and</p>	<p>Definition of “financial institution”:</p> <p>“financial institution” means:</p> <p>(a) if the institution is in Malaysia-</p> <p>(i) licensed bank;</p> <p>(ii) licensed investment bank;</p> <p>(iii) licensed Islamic bank; or</p>	Amended as per the definition of “financial institution” set out in paragraph 2.01 of the Revised GUTF.

	(b) if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services;	(b) if the institution is outside Malaysia, any institution that is licensed, registered, approved or authorised by the relevant banking regulator to provide financial services;	
2.1(e)	Definition of “independent member”: “independent member” in relation to the investment committee of the Fund, refers to a person who is free of any relationship with the Manager, the Trustee or any controlling shareholder of the Manager or the Trustee that would interfere with that person’s exercise of independent judgment; in any event, a period of six (6) months must elapse before a person who was previously connected to the Manager, the Trustee or any controlling shareholder of the Manager or the Trustee can be considered to be independent;”	Deleted.	Deleted as no reference to “independent member” is made in the Principal Deed as amended by the First Supplemental Deed.
2.1(f)	Clause 2.2.1: It shall be the principal duty of the Manager to manage and administer the Fund in a proper, diligent and efficient manner in accordance with this Deed, all relevant laws and acceptable and efficacious business practice within the unit trust industry in Malaysia; for the avoidance of doubt, the power to make investments and acquire assets for the Fund and the power to dispose of such investments and assets shall vest in the Manager.	Clause 2.2.1 has been amended to: It shall be the principal duty of the Manager to manage and administer the Fund in a proper, diligent and efficient manner in accordance with this Deed and all relevant laws; for the avoidance of doubt, the power to make investments and acquire assets for the Fund and the power to dispose of such investments and assets shall vest in the Manager.	Amended pursuant to the requirement of “acceptable and efficacious business practices within the unit trust industry in Malaysia” being deleted from the Revised GUTF.
2.1(g)	Clause 2.2.2: The Manager shall observe high standards of integrity and fair dealing in managing the Fund to the best and exclusive interest of the Unit Holders.	Clause 2.2.2 has been amended to: The Manager shall carry on and manage its business in a proper, diligent and efficient manner in accordance with the provisions and covenants of this Deed, the Act and all relevant laws. The Manager shall observe high standards of integrity and fair dealing in managing the Fund to the best and exclusive interest of the Unit Holders.	Amended pursuant to sections 297(1)(a) and (b) of the CMSA. The requirement to manage the Fund in a proper, diligent and efficient manner has been provided for under Clause 2.2.1 of the Principal Deed.

2.1(h)	<p>Clause 2.2.3:</p> <p>The Manager shall act with due care, skill and diligence in managing the Fund, and effectively employ the resources and procedures necessary for the proper performance of the Fund.</p>	<p>Clause 2.2.3 has been amended to:</p> <p>The Manager shall exercise the degree of care and diligence that a reasonable person would exercise in the position of the Manager in managing the Fund, and effectively employ the resources and procedures necessary for the proper performance of the Fund.</p>	<p>Amended pursuant to paragraph 3.07(a) of the Revised GUTF.</p>
2.1(i)	<p>Clause 2.2.4:</p> <p>The Manager shall take all necessary steps to ensure that the assets of the Fund are adequately protected and properly segregated.</p>	<p>Clause 2.2.4 has been amended to:</p> <p>The Manager shall take all necessary steps to ensure that the assets of the Fund are clearly identified as the Fund's assets and are held separately from the assets of the Manager and any other fund managed by the Manager.</p>	<p>Amended pursuant to paragraph 3.07(d) of the Revised GUTF.</p>
2.1(j)	<p>Clause 2.2.6:</p> <p>The duties of the Manager include taking all reasonable steps, and exercising due diligence, to ensure that the Fund and the Units are correctly valued and/or priced in accordance with this Deed and all relevant laws.</p>	<p>Clause 2.2.6 has been amended to:</p> <p>The duties of the Manager include taking all reasonable steps, and exercising due diligence, to ensure that the Fund and the Units are correctly valued and priced on a regular basis in accordance with this Deed and all relevant laws.</p>	<p>Amended pursuant to paragraph 8.33 of the Revised GUTF.</p>
2.1(k)	<p>Clause 2.2.15:</p> <p>The Manager shall prepare and present or cause to be prepared and presented the financial statements of the Manager in accordance with approved accounting standards, this Deed and all relevant laws.</p>	<p>Clause 2.2.15 has been amended to:</p> <p>The Manager shall prepare and present or cause to be prepared and presented the financial statements of the Manager and the Fund in accordance with approved accounting standards, this Deed and all relevant laws and ensure that the financial statements of the Fund give a true and fair view of the Fund's financial position as at the end of the financial period.</p>	<p>Amended pursuant to paragraph 3.07(i) of the Revised GUTF.</p>
2.1(l)	<p>Clause 2.2.23:</p> <p>The Manager shall lodge with the relevant authorities the annual report of the Fund and the auditor's report of the Manager and deliver to the relevant authorities any interim report of the Fund within such time as may be required by the relevant laws.</p>	<p>Clause 2.2.23 has been amended to:</p> <p>The Manager shall lodge with the relevant authorities the annual report of the Fund and the audited annual report of the Manager and deliver to the relevant authorities any semi-annual report of</p>	<p>Amended pursuant to the change in terminology of "interim report" to "semi-annual report" as per the Revised GUTF.</p>

		the Fund within such time as may be required by the relevant laws.	
2.1(m)	<p>Clause 2.2.24:</p> <p>The Manager shall:</p> <p>(a) send to every Unit Holder without charge a copy of the annual and interim reports of the Fund within such time as may be required by the relevant laws; and</p> <p>(b) where a Unit Holder requests the annual report of the Manager or any additional copies of the annual or interim report of the Fund, send to the Unit Holder the report requested within such time as may be required by the relevant laws and upon payment to the Manager of a reasonable sum as may be determined by the Manager.</p>	<p>Clause 2.2.24 has been amended to:</p> <p>The Manager shall:</p> <p>(a) send to every Unit Holder without charge a copy of the annual and semi-annual reports of the Fund within such time as may be required by the relevant laws; and</p> <p>(b) where a Unit Holder requests the audited annual report of the Manager or any additional copies of the annual or semi-annual report of the Fund, send to the Unit Holder the report requested within such time as may be required by the relevant laws and upon payment to the Manager of a reasonable sum as may be determined by the Manager.</p>	Amended pursuant to the change in terminology of “interim report” to “semi-annual report” as per the Revised GUTF.
2.1(n)	Nil.	<p>A new Clause 2.2.29 has been inserted:</p> <p>The Manager shall:</p> <p>(a) act in the best interests of the Unit Holders, and if there is a conflict between Unit Holders’ interests and its own interests, give priority to Unit Holders’ interests;</p> <p>(b) appoint a compliance officer who shall directly report to the board of directors of the Manager and shall ensure that its business complies with the relevant SC regulations and/or standards, including resolutions issued by the SACSC;</p> <p>(c) appoint an individual as a designated person responsible for the fund management function of the Fund; where the fund management function is undertaken by an external party, the Manager shall ensure that the fund manager appoints a designated person for the Fund and the designated person shall be a holder of a</p>	<p>Amended pursuant to the reasons set out below:</p> <p>(a) inserted pursuant to paragraph 3.07(b) of the Revised GUTF;</p> <p>(b) inserted pursuant to paragraph 3.07(f) of the Revised GUTF;</p> <p>(c) inserted pursuant to paragraphs 3.07(g) and (h) of the Revised GUTF;</p>

		<p>capital markets services representative's licence or where the fund manager is a foreign fund management company, the designated person shall be licensed, registered, approved or authorised to carry on the activity of fund management by the relevant regulator in his home jurisdiction;</p> <p>(d) establish, implement and maintain a risk management framework that commensurate with its business;</p> <p>(e) establish, implement and maintain risk management policy and procedures of the Fund, which is to be documented in a standalone document, to effectively monitor, measure and manage risks of the investment positions of the Fund and their overall contribution to the risk profile of the Fund. The Manager shall at all times:</p> <p>(i) ensure that suitable and effective risk management and control systems are in place to monitor, measure, and manage all relevant risks in relation to the Fund;</p> <p>(ii) ensure that an effective liquidity risk management is being implemented and maintained; and</p> <p>(iii) implement and maintain effective internal policy and procedures to assess the credit risk that the Fund is exposed to or will be exposed to. External ratings shall only be one of the factors to consider in assessing the credit quality of a security or instrument. Mechanistic reliance on external ratings must be avoided;</p> <p>(f) ensure that the human resource, technology and systems employed are adequately and appropriately resourced, at all times, for the proper establishment, implementation and maintenance of the risk management policy and procedures under sub-paragraphs (d) and (e);</p>	<p>(d) inserted pursuant to paragraph 3.07(j) of the Revised GUTF;</p> <p>(e) inserted pursuant to paragraph 3.07(k) of the Revised GUTF;</p> <p>(f) inserted pursuant to paragraph 3.07(l) of the Revised GUTF;</p>
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2.1(o)	<p>Clause 3.2.2:</p> <p>The Trustee shall act with due care, skill, diligence and vigilance, and in accordance with this Deed and all relevant laws in carrying out its duties and responsibilities.</p>	<p>Clause 3.2.2 has been amended to:</p> <p>The Trustee shall exercise due diligence and vigilance in carrying out its functions and duties as trustee and act with care, skill and diligence as can be reasonably expected from a person exercising the position of a trustee, and in accordance with this Deed, the Prevailing Prospectus and all relevant laws.</p>	<p>Amended pursuant to paragraph 6.01(b) of the Guidelines on the Registration and Conduct of Capital Market Services Providers issued on 31 January 2022 (“Revised CMSP”).</p> <p>The requirement to safeguard the rights and interest of investors has been provided for under Clause 3.2.1 of the Principal Deed.</p>
2.1(p)	<p>Clause 3.2.3:</p> <p>The Trustee shall take into its custody or under its control (in the event of any delegation of its custodial functions) all the assets of the Fund and hold the same in trust for the Unit Holders in accordance with this Deed and all relevant laws. Where assets are registrable, such assets shall be registered in the name of the Trustee to the order of the Fund or, where the custodial function is delegated, in the name of the custodian to the order of the Trustee for the Fund; where assets are non-registrable, the Trustee shall take all steps to ensure that it can assert rights of ownership or control over such assets.</p>	<p>Clause 3.2.3 has been amended to:</p> <p>The Trustee shall take into its custody or under its control (in the event of any delegation of its custodial functions) all the assets of the Fund and hold the same in trust for the Unit Holders in accordance with this Deed and all relevant laws. Where assets are registrable, such assets shall be registered in the name of the Trustee to the order of the Fund or, where the custodial function is delegated, in the name of the custodian to the order of the Trustee; where assets are by its nature cannot be held in custody, the Trustee shall maintain a proper record of such assets in its books under the name of the Fund and take all steps to ensure that it can assert rights of ownership or control over such assets.</p>	<p>Amended pursuant to paragraph 6.02 of the Revised CMSP.</p>
2.1(q)	<p>Clause 3.2.4:</p> <p>The Trustee shall, at all times, through proper and adequate supervision ensure that the Fund is managed and administered by the Manager in</p>	<p>Clause 3.2.4:</p> <p>The Trustee shall, at all times, through proper and adequate supervision ensure that the Fund is operated and managed by the Manager in</p>	<p>Amended pursuant to paragraph 6.06 of the Revised CMSP and the requirement of “acceptable and efficacious business practices within the unit trust industry in</p>

	accordance with this Deed, all relevant laws, and acceptable and efficacious business practice within the unit trust industry in Malaysia.	accordance with this Deed, the Prevailing Prospectus, the product highlights sheet and the relevant laws.	Malaysia” being deleted from the Revised GUTF.
2.1(r)	<p>Clause 3.2.5:</p> <p>In ensuring compliance with the requirements of the aforesaid, and to safeguard the interests of the Unit Holders, the Trustee shall:</p> <p>(a) conduct independent reviews and not only depend on the information submitted by the Manager; and</p> <p>(b) exercise reasonable diligence in monitoring the functions of the Manager and do everything in its power to ensure the Manager remedies any breach of this Deed or any relevant law known to the Trustee, unless the Trustee is satisfied that such breach will not materially prejudice the interests of the Unit Holders; and</p>	<p>Clause 3.2.5 has been amended to:</p> <p>In ensuring compliance with the requirements of the aforesaid, and to safeguard the interests of the Unit Holders, the Trustee shall:</p> <p>(a) act honestly and in the best interests of the Unit Holders, and if there is a conflict between Unit Holders’ interests and its own interests, give priority to Unit Holders’ interests;</p> <p>(b) take all reasonable steps to ensure fair treatment of Unit Holders;</p> <p>(c) not gain an advantage for itself or another person;</p> <p>(d) not cause detriment to Unit Holders;</p> <p>(e) actively monitor the Fund operations and management by the Manager, including conduct independent reviews and not only depend on the information submitted by the Manager;</p> <p>(f) exercise reasonable diligence in monitoring the functions of the Manager and to ascertain whether the Manager has committed any breach of this Deed or the relevant laws;</p> <p>(g) do everything in its power to ensure that the Manager remedies any breach of this Deed or any relevant law known to the Trustee, unless the Trustee is satisfied that such breach will not materially prejudice the interests of the Unit Holders;</p>	<p>Amended pursuant to the reasons set out below:</p> <p>(a) inserted pursuant to paragraph 6.01(a) of the Revised CMSP;</p> <p>(b) inserted pursuant to paragraph 6.01(c) of the Revised CMSP;</p> <p>(c) inserted pursuant to paragraph 6.01(d) of the Revised CMSP;</p> <p>(d) inserted pursuant to paragraph 6.01(e) of the Revised CMSP;</p> <p>(e) amended pursuant to paragraph 6.05 of the Revised CMSP;</p> <p>(f) amended pursuant to section 300(2)(b) of the CMSA;</p> <p>(g) amended pursuant to section 300(2)(c) of the CMSA;</p>

	<p>(c) if the Fund is expressed to be managed in accordance with specific principles, ensure that the Fund is managed in accordance with such principles.</p>	<p>(h) comply with any other duty that is conferred on the Trustee by this Deed, provided that such duty is not contrary with the relevant laws;</p> <p>(i) carry out any other duties or responsibilities as may be specified by the SC;</p> <p>(j) have in place adequate compliance and monitoring mechanism for regular review which includes monitoring and checking of compliance with investment limits as well as processes for reconciliation; and</p> <p>(k) not hold Units or have other interests in the Fund and any funds under the Fund.</p>	<p>(h) inserted pursuant to paragraph 6.01(f) of the Revised CMSP;</p> <p>(i) inserted pursuant to paragraph 6.01(g) of the Revised CMSP;</p> <p>(j) inserted pursuant to paragraph 6.12 of the Revised CMSP;</p> <p>(k) inserted pursuant to paragraph 6.04 of the Revised CMSP;</p> <p>(l) moved to amended Clause 3.2.6.</p>
2.1(s)	<p>Clause 3.2.6:</p> <p>The Trustee shall ensure that it is fully informed of the investment policies of the Fund set by the Manager, and of any changes made thereto. If the Trustee is of the opinion that the policies are not in the interests of the Unit Holders, it shall, after having considered any representations made by the Manager, instruct the Manager to take such action as the Trustee may deem to be appropriate and/or to summon a Unit Holders' meeting for the purpose of giving such instructions to the Trustee as the meeting thinks proper.</p>	<p>Clause 3.2.6 has been amended to:</p> <p>The Trustee shall ensure that it is fully informed of the investment policies of the Fund set by the Manager, and keep itself up-to-date with any changes made thereto. If the Trustee is of the opinion that the policies are not in the interests of the Unit Holders, it shall, after having considered any representation made by the Manager, instruct the Manager to take such action as the Trustee may deem to be appropriate and/or to summon a Unit Holders' meeting for the purpose of giving such instructions to the Trustee as the meeting thinks proper. Where the Fund is to be managed in accordance with specific principles or objective, the Trustee shall:</p> <p>(a) ensure that the Fund is managed in accordance with such principles or objective; and</p>	<p>Amended pursuant to paragraphs 6.10 and 6.11 of the Revised CMSP.</p>

		(b) provide a transaction report of the Fund to the Shariah Adviser. If the transaction report is prepared by the Manager, the Trustee shall approve the transaction report prior to it being submitted to the Shariah Adviser.	
2.1(t)	<p>Clause 3.2.7:</p> <p>The Trustee shall as soon as practicable notify the relevant authorities of any irregularity, any breach of the provisions of this Deed or the relevant laws, and any other matter properly regarded by the Trustee as not being in the interests of the Unit Holders.</p>	<p>Clause 3.2.7 has been amended to:</p> <p>The Trustee shall as soon as practicable notify the relevant authorities of any irregularity, any breach of the provisions of this Deed or the relevant laws, any inconsistency between the provisions of the Prevailing Prospectus and the provisions of this Deed which in the Trustee's opinion, may indicate that the interests of the Unit Holders are not being served, and any other matter properly regarded by the Trustee as not being in the interests of the Unit Holders.</p>	Amended pursuant to section 300(2)(d) of the CMSA.
2.1(u)	<p>Clause 3.2.10:</p> <p>The Trustee shall ensure that the sale, redemption, creation and cancellation of Units are carried out in accordance with this Deed and all relevant laws.</p>	Deleted.	Deleted as the existing Clause 3.2.10 has been combined with the revised Clause 3.2.12.
2.1(v)	<p>Clause 3.2.12:</p> <p>The Trustee shall take all steps to effect any instructions properly given by the Manager as to the acquisition or disposal of, or the exercise of the rights attaching to, the assets of the Fund. The Trustee shall not act as principal in the sale and purchase of assets to and from the Fund.</p>	<p>Clause 3.2.12 has been amended to:</p> <p>The Trustee shall take all steps to effect any instruction properly given by the Manager in relation to the:</p> <p>(a) acquisition or disposal of, or the exercise of the rights attaching to, the assets of the Fund; and</p> <p>(b) creation, cancellation and dealing in Units of the Fund,</p> <p>in so far where such instruction is not contrary to any requirement of this Deed, the Prevailing Prospectus or the relevant laws. The Trustee shall not act as principal in the sale and purchase of assets to and from the Fund.</p>	Amended pursuant to paragraph 6.07 of the Revised CMSP.

2.1(w)	Nil.	<p>A new Clause 3.2.14A has been inserted:</p> <p>Where the Manager fails to remedy any breach of the provisions or covenants of this Deed or any contravention of the provisions of the relevant laws when required by the Trustee, the Trustee may:</p> <ul style="list-style-type: none"> (a) call a meeting of Unit Holders; (b) inform the Unit Holders of the failure at the meeting of Unit Holders; (c) submit proposals for the protection of interests of Unit Holders; and (d) ask direction from Unit Holders in relation to the matter. <p>The Trustee may appoint a person to chair the meeting of Unit Holders and where the Trustee does not exercise this power, the Unit Holders present at the meeting of Unit Holders may appoint a person to chair the meeting of Unit Holders.</p>	Amended to comply with section 306 of the CMSA.
2.1(x)	<p>Clause 3.2.20:</p> <p>Nothing herein this Deed contained shall be construed in any way as to exempt the Trustee from liability for breach of trust arising out of the negligence, dishonesty or fraud of the Trustee.</p>	<p>Clause 3.2.20 has been amended to:</p> <p>Nothing herein this Deed contained shall be construed in any way as to exempt the Trustee from liability for contravention of any relevant laws or for breach of trust or for failure to show the degree of care and diligence required of a trustee arising out of the negligence, dishonesty or fraud of the Trustee.</p>	Amended pursuant to section 303(1)(a) of the CMSA.
2.1(y)	<p>Part 4:</p> <p style="text-align: center;"><u>PART 4: INVESTMENT COMMITTEE</u></p> <p style="text-align: center;">DIVISION 4.1 Appointment of Investment Committee</p> <p>4.1.1 The Manager shall appoint an investment committee for the Fund consisting of such</p>	<p>Part 4 has been amended to:</p> <p style="text-align: center;"><u>PART 4: OVERSIGHT ON THE OPERATION AND MANAGEMENT OF THE FUND</u></p> <p style="text-align: center;">DIVISION 4.1 Oversight Function</p> <p>4.1.1 The Manager shall have in place an oversight arrangement to ensure that the</p>	<p>Amended pursuant to paragraphs 3.10 and 3.12 of the Revised GUTF.</p> <p>The requirement to appoint an investment committee for a fund has been removed from the Revised GUTF and is replaced by the Manager having an oversight function on the Fund.</p>

<p>number of individuals as shall comply with the relevant laws. Accordingly, notwithstanding:</p> <p>(a) that there may be several committees acting for each and every unit trust scheme managed and administered by the Manager, and</p> <p>(b) that certain members may act for more than one (1) committee of the unit trust schemes managed and administered by the Manager,</p> <p>the investment committee so appointed shall act separately and independently for the Fund in respect of which it was appointed.</p> <p style="text-align: center;">DIVISION 4.2 Members of Investment Committee</p> <p>4.2.1 The appointment of the members of the investment committee of the Fund shall be made in accordance with the relevant laws.</p> <p>4.2.2 The Manager shall notify the relevant authorities of the appointment and resignation of any member of an investment committee of the Fund within such time as may be required by the relevant laws.</p> <p>4.2.3 The investment committee for the Fund shall consist of such number of independent members as may be required by the relevant laws. The independent members of an investment committee shall, in addition to their duties and responsibilities as members of the investment committee, represent and safeguard the interests of the Unit Holders.</p> <p>4.2.4 Each independent member of the investment committee of the Fund may receive a remuneration for his services to the</p>	<p>Fund is managed in accordance with this Deed, the Prevailing Prospectus, Shariah requirements, the internal investment restrictions and policies and the relevant laws.</p> <p>4.1.2 The roles and responsibilities of the person(s) or members of a committee undertaking the oversight function shall include the following:</p> <p>(a) ensuring that the investment strategies selected are properly and efficiently implemented by the Manager or the Manager's delegate (if any);</p> <p>(b) actively monitoring, measuring and evaluating the fund management performance of the Manager or the Manager's delegate (if any); and</p> <p>(c) approving the appointment of a broker or dealer.</p>	
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Fund at the discretion of the Manager and in consultation with the Trustee; such remuneration shall be payable out of the Fund.

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

DIVISION 4.3
Role, Powers and Duties of the Investment Committee

- 4.3.1 The Manager shall ensure that the investment committee of the Fund carries out the following roles and responsibilities:

- (a) ensuring that the Fund is managed in accordance with the Fund's objective as set out in the Fourth Schedule hereto;
- (b) ensuring that the Fund is managed in accordance with this Deed, the Prevailing Prospectus and all relevant laws;
- (c) ensuring that the Fund is managed in accordance with all investment restrictions and policies applicable to the Fund;
- (d) ensuring that the Fund is managed in accordance with acceptable and efficacious practices within the unit trust industry in Malaysia;

	<p>(e) selecting appropriate strategies to achieve proper Fund performance in accordance with the management policies governing the Fund;</p> <p>(f) ensuring that the investment strategies selected are properly and efficiently implemented by the Manager or the Manager's delegate; and</p> <p>(g) actively monitoring, measuring and evaluating the fund management performance of the Manager or the Manager's delegate.</p> <p>4.3.2 The investment committee of the Fund shall act with due care, skill and diligence in carrying out its duties and responsibilities.</p>		
2.1(z)	<p>Clause 5.4.7:</p> <p>The appointment of any investment manager or investment adviser related to the Manager shall be in accordance with the relevant laws.</p>	<p>Clause 5.4.7 has been amended to:</p> <p>The appointment or renewal of appointment of any fund manager or investment adviser related to the Manager shall be in accordance with the relevant laws.</p>	<p>Amended pursuant to paragraph 3.23 of the Revised GUTF.</p>
2.1(aa)	<p>Clause 5.4.8:</p> <p>The prior approval of the investment committee for the Fund shall be obtained before the use of any dealer in buying, selling or otherwise dealing with the securities, property or assets for or of the Fund.</p>	<p>Clause 5.4.8 has been amended to:</p> <p>The use of any broker, dealer or financial institution in buying, selling or otherwise dealing with the securities, property or assets for or of the Fund shall not exceed such limit as may be prescribed by the relevant laws.</p>	<p>Amended pursuant to paragraph 11.26 of the Guidelines on Compliance Function for Fund Management Companies.</p> <p>The requirement to appoint an investment committee for a fund has been removed from the Revised GUTF and is replaced by the Manager having an oversight function on the Fund.</p>
2.1(bb)	<p>Clause 5.4.9:</p> <p>In approving any dealer pursuant to Clause 5.4.8, the investment committee for the Fund:</p> <p>(a) shall be satisfied that the dealings for or of the Fund will be effected by the dealer on terms</p>	<p>Clause 5.4.9 has been amended to:</p> <p>The Manager shall be satisfied that the dealings for or of the Fund will be effected by the broker or dealer</p>	<p>Amended pursuant to paragraph 3.15 of the Revised GUTF.</p> <p>The requirement to appoint an investment committee for a fund has been removed from the Revised GUTF and is replaced by</p>

	<p>which are the best available for the Fund ("best execution" basis); and</p> <p>(b) shall prescribe a limit on the proportion of the dealer's dealings for or of the Fund in value.</p>	<p>on terms which are the most favourable for the Fund ("best execution basis").</p>	<p>the Manager having an oversight function on the Fund.</p>
2.1(cc)	<p>Clause 5.4.10:</p> <p>In prescribing a limit under paragraph (b) of Clause 5.4.9, the investment committee for the Fund shall consider:</p> <p>(a) the capabilities and services of the dealer concerned; and</p> <p>(b) the desirability of keeping a good spread of dealer for the Fund.</p>	<p>Deleted.</p>	<p>Amended pursuant to the amendments made to Clause 5.4.9.</p> <p>The requirement to appoint an investment committee for a fund has been removed from the Revised GUTF and is replaced by the Manager having an oversight function on the Fund.</p>
2.1(dd)	<p>Clause 5.4.11:</p> <p>Notwithstanding Clauses 5.4.9 and 5.4.10, the use of any dealer for the Fund (whether related to the Manager or the Trustee or any delegate thereof or otherwise) shall not, in value, exceed such limit or limits as may be prescribed by the relevant laws.</p>	<p>Deleted.</p>	<p>Amended pursuant to the amendments made to Clause 5.4.9 as well as the deletion of Clause 5.4.10.</p> <p>The requirement to appoint an investment committee for a fund has been removed from the Revised GUTF and is replaced by the Manager having an oversight function on the Fund.</p>
2.1(ee)	<p>Clause 5.4.14:</p> <p>Notwithstanding Clause 5.4.13, goods and services ("soft commissions") provided by any dealer may be retained by the Manager or the fund manager if:</p> <p>(a) the goods and services are of demonstrable benefit to Unit Holders and in the form of research and advisory services that assist in the decision making process relating to the Fund's investments;</p> <p>(b) any dealing with the broker is executed on terms which are the most favourable for the Fund; and</p>	<p>Clause 5.4.14 has been amended to:</p> <p>Notwithstanding Clause 5.4.13, goods and services ("soft commissions") provided by any broker or dealer may be retained by the Manager or the fund manager if:</p> <p>(a) the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;</p> <p>(b) any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and</p>	<p>Amended pursuant to paragraph 9.21 of the Revised GUTF.</p>

	(c) the practice of the Manager or the fund manager in relation to soft commission is adequately disclosed in the Prevailing Prospectus and Fund's reports, including a description of the goods and services received by the Manager or fund manager.	(c) the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and the Manager or fund manager shall not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.	
2.1(ff)	Clause 5.4.15(c): acceptable and efficacious business practice within the unit trust industry in Malaysia.	Deleted.	Amended pursuant to the requirement of "acceptable and efficacious business practices within the unit trust industry in Malaysia" being deleted from the Revised GUTF.
2.1(gg)	Clause 6.7.5: A higher sales charge than that disclosed in the Prevailing Prospectus may only be imposed if: (a) the Manager has notified the Trustee in writing of and the effective date for the higher charge; (b) a supplemental Prospectus or replacement Prospectus in respect of the Fund setting out the higher charge is issued; and (c) such time as may be prescribed by any relevant law has elapsed since the effective date of the supplemental Prospectus or replacement Prospectus.	Clause 6.7.5: A higher sales charge than that disclosed in the Prevailing Prospectus may only be imposed if: (a) the Manager has notified the Trustee in writing of the higher charge and the effective date for the higher charge; (b) a supplemental Prospectus or replacement Prospectus in respect of the Fund setting out the higher charge is registered, lodged and issued; and (c) such time as may be prescribed by any relevant law has elapsed since the effective date of the supplemental Prospectus or replacement Prospectus.	Amended pursuant to paragraph 7.03 of the Revised GUTF.
2.1(hh)	Clause 6.7.6: Subject to all relevant laws, certain Unit Holders, as described in the Prevailing Prospectus, may return Units to the Manager and request a refund on their investments in an amount determined in accordance with and disclosed in the Prevailing Prospectus	Clause 6.7.6 has been amended to: Subject to all relevant laws, certain Unit Holders, as described in the Prevailing Prospectus, may return Units to the Manager and request a refund on their investments in an amount determined in accordance with the relevant laws and as disclosed in the	Amended pursuant to paragraph 9.05 of the Revised GUTF.

	within the cooling-off period stated in the Prevailing Prospectus.	Prevailing Prospectus within the cooling-off period stated in the Prevailing Prospectus.	
2.1(ii)	<p>Clause 6.8.1:</p> <p>Subject to Division 6.9, the Manager shall repurchase Units at the redemption price of Units upon the proper request of a Unit Holder. Such request to redeem shall be submitted to the Manager in the manner prescribed in the Prevailing Prospectus.</p>	<p>Clause 6.8.1 has been amended to:</p> <p>Subject to Division 6.9, the Manager shall repurchase Units at the redemption price of Units upon the proper request of a Unit Holder, unless the Manager has reasonable grounds not to do so. Such request to redeem shall be submitted to the Manager in the manner prescribed in the Prevailing Prospectus.</p>	Amended to provide that the Manager may refuse a request to repurchase by Unit Holders if the Manager has reasonable grounds to do so, as provided under paragraph 8.16 of the Revised GUTF.
2.1(jj)	<p>Clause 6.8.8:</p> <p>A higher redemption charge than that disclosed in the Prevailing Prospectus may only be imposed if:</p> <p>(a) the Manager has notified the Trustee in writing of and the effective date for the higher charge;</p> <p>(b) a supplemental Prospectus or replacement Prospectus in respect of the Fund setting out the higher charge is issued; and</p> <p>(c) such time as may be prescribed by any relevant law has elapsed since the effective date of the supplemental Prospectus or replacement Prospectus.</p>	<p>Clause 6.8.8:</p> <p>A higher redemption charge than that disclosed in the Prevailing Prospectus may only be imposed if:</p> <p>(a) the Manager has notified the Trustee in writing of the higher charge and the effective date for the higher charge;</p> <p>(b) a supplemental Prospectus or replacement Prospectus in respect of the Fund setting out the higher charge is registered, lodged and issued; and</p> <p>(c) such time as may be prescribed by any relevant law has elapsed since the effective date of the supplemental Prospectus or replacement Prospectus.</p>	Amended pursuant to paragraph 7.03 of the Revised GUTF.
2.1(kk)	<p>Division 6.9:</p> <p style="text-align: center;">DIVISION 6.9 Suspension of Sale and/or Redemption of Units</p>	<p>Division 6.9 has been amended to:</p> <p style="text-align: center;">DIVISION 6.9 Suspension of Sale and/or Redemption of Units</p> <p>6.9.1 The Manager may, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the sale and/or redemption of Units due to exceptional circumstances, where there is</p>	<p>Amended pursuant to the reasons set out below:</p> <p>(a) inserted pursuant to paragraphs 8.23 and 8.24 of the Revised GUTF;</p>

	<p>6.9.1 Where the Manager requests the Trustee to cancel Units to satisfy a redemption request, and the Trustee considers that it is not in the interests of the Unit Holders to permit the assets of the Fund to be sold or that the assets cannot be liquidated at an appropriate price or on adequate terms, the Trustee shall suspend the sale and/or redemption of Units and immediately call a Unit Holders' meeting to decide on the next course of action.</p> <p>6.9.2 The suspension of the sale and/or redemption of Units pursuant to Clause 6.9.1 shall only be carried out if the interests of the Unit Holders would, in so far as the Trustee is concerned, be materially affected if the sale and/or redemption of Units were not suspended. If the Fund has more than one class of Units, a suspension of dealing in Units can apply to one or more classes of Units without being applied to the other</p>	<p>good and sufficient reason to do so. Where such suspension is triggered, the Manager shall notify all Unit Holders in a timely and appropriate manner of its decision to suspend the sale and/or redemption of Units.</p> <p>6.9.2 The Manager shall cease the suspension as soon as practicable after the circumstances in Clause 6.9.1 have ceased, and in any event, within such time as may be prescribed by any relevant law. The period of suspension may be extended if the Manager satisfies the Trustee that it is in the best interests of Unit Holders for the sale and/or redemption of Units to remain suspended and such extension shall be subject to such periodic review as may be prescribed by the relevant law by the Trustee.</p> <p>6.9.3 The Trustee may suspend the sale and/or redemption of Units, if the Trustee, on its own accord, considers that an event under Clause 6.9.1 has been triggered. In such a case, the Trustee shall immediately call for a Unit Holders' meeting to decide on the next course of action.</p> <p>6.9.4 A suspension of dealing in Units can apply to one (1) or more classes of Units without being applied to the other classes of Units provided always that such suspension does not prejudice the interest of the Unit Holders of such other class(es) of Units.</p>	<p>(b) inserted pursuant to paragraph 8.25 of the Revised GUTF;</p> <p>(c) amended pursuant to paragraph 8.26 of the Revised GUTF;</p> <p>(d) amended pursuant to paragraph 8.27 of the Revised GUTF;</p>
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	<p>classes if it is in the interests of the Unit Holders of a particular class of Units.</p>			
6.9.3	<p>Other than the situation described in Clause 6.9.1, the Trustee may, without the consent of the Unit Holders, suspend the sale and/or redemption of Units in exceptional circumstances when there is good and sufficient reason to do so having regard to the interests of the Unit Holders. In such a case, the period of the suspension shall not exceed such time as may be prescribed by any relevant law unless the consent of the Unit Holders has been obtained.</p>		(e) the original clause 6.9.3 have been deleted pursuant to the revised Clause 6.9.1 to 6.9.3; and	
6.9.4	<p>The Trustee shall immediately notify the relevant authorities in writing if the sale and/or redemption of Units is suspended (whether pursuant to Clause 6.9.1 or Clause 6.9.3), stating the reason for the suspension.</p>	6.9.5	<p>The Manager shall immediately notify the relevant authorities in writing if the sale and/or redemption of Units is suspended, including any extension of suspension, stating the reason for the suspension or extended suspension, as the case may be.</p>	(f) amended pursuant to paragraph 8.29 of the Revised GUTF.
6.9.5	<p>The Trustee shall not create or cancel Units during the period in which the sale and/or redemption of Units is suspended.</p>	6.9.6	<p>The Trustee shall not create or cancel Units during the period in which the sale and/or redemption of Units is suspended.</p>	
6.9.6	<p>Before resuming the sale and/or redemption of Units after any suspension, the Manager shall notify the relevant authorities in writing of the proposed resumption and the date of the proposed resumption.</p>	6.9.7	<p>Before resuming the sale and/or redemption of Units after any suspension, the Manager shall notify the relevant authorities in writing of the proposed resumption and the date of the proposed resumption.</p>	
6.9.7	<p>For pricing purposes, all suspended applications for Units and requests for redemption shall be deemed to have been received on the first Business Day after the lifting of the suspension provided always that the Manager may permit a withdrawal of such applications or requests at any time after the commencement of suspension and before the lifting of the suspension.</p>	6.9.8	<p>For pricing purposes, all suspended applications for Units and requests for redemption shall be deemed to have been received on the first Business Day after the lifting of the suspension provided always that the Manager may permit a withdrawal of such applications or requests at any time after the commencement of suspension and before the lifting of the suspension.</p>	

2.1(ii)	<p>Clause 6.11.1:</p> <p>Subject to any relevant law, and subject to such maximum as may be prescribed by any relevant law, the Manager or its nominees shall not hold any Units other than when complying with redemption requests and/or in creating new Units to meet anticipated requests for Units by applicants for Units.</p>	<p>Clause 6.11.1 has been amended to:</p> <p>Where the Manager or its related corporation holds Units in the Fund, the Manager shall ensure that there are adequate policies, procedures and controls established to manage any potential conflict of interests.</p>	<p>Amended pursuant to paragraph 3.20 of the Revised GUTF.</p>
2.1(mm)	<p>Clause 6.12.3:</p> <p>The Manager may carry out valuations more often than prescribed if it considers the valuation desirable. In any case, the selling price and the redemption price of a particular class of Units shall be the latest NAV per Unit of that class of Units.</p>	<p>Clause 6.12.3:</p> <p>The Manager may carry out valuations more often than prescribed if it considers the valuation desirable. In any case, the selling price and the redemption price of a particular class of Units shall be the NAV per Unit of that class of Units as at the next valuation point after the request for sale or redemption of Units is received by the Manager.</p>	<p>Amended as the Fund adopts forward pricing.</p>
2.1(nn)	<p>Clause 6.12.4:</p> <p>A valuation shall be carried out at least once every Business Day or at such frequency or time as may be allowed by the relevant authorities; in any event, the valuation point shall be adequately disclosed in the Prevaling Prospectus. For the avoidance of doubt, during the Initial Offer Period (if any) of a class of Units, no valuation of Units of the particular class of Units is required.</p>	<p>Clause 6.12.4 has been amended to:</p> <p>A valuation shall be carried out at least once every Business Day or at such frequency or time as may be allowed by the relevant authorities; in any event, the valuation point shall be adequately disclosed in the Prevaling Prospectus. For the avoidance of doubt, during the Initial Offer Period (if any) of a class of Units, no valuation of Units of the particular class of Units is required. The Manager shall publish the NAV per Unit at least once on every Business Day or at such frequency or time as may be allowed by the relevant authorities.</p>	<p>Amended pursuant to paragraph 8.41 of the Revised GUTF.</p>
2.1(oo)	<p>Clause 7.2.3:</p> <p>In determining compliance with any investment restriction or limit, the holding of an Shariah-compliant investment and/or other instrument by the Fund may exclude any entitlement accruing on the Shariah-compliant investment and/or instrument held. Notwithstanding the aforesaid, the entitlement should not be exercised if the exercise would result in the breach of any investment limit or restriction. In</p>	<p>Clause 7.2.3 has been amended to:</p> <p>In determining compliance with any investment restriction or limit, the holding of a Shariah-compliant investment and/or other instrument by the Fund may exclude any entitlement accruing on the Shariah-compliant investment and/or instrument held. Notwithstanding the aforesaid, the entitlement should not be exercised if the exercise would result in the breach of any investment limit or restriction.</p>	<p>Amended pursuant to paragraph 6.45 of the Revised GUTF.</p>

	respect, however, of the right of convertibility, such right may be exercised if it results in any breach of been obtained; the Manager should in any event take all necessary steps or actions to rectify the breach within such time as may be prescribed by any relevant laws.		
2.1(pp)	<p>Clause 7.2.4:</p> <p>The restrictions and limits set out in the Prevailing Prospectus must be complied with at all times based on the most up to date value of the Fund and the value of its Shariah-compliant investments and instruments. However, such allowance as may be prescribed by the relevant authorities in excess of any restriction or limit may be permitted where the restriction or limit is breached through the appreciation or depreciation in the Net Asset Value of the Fund (whether as a result of an appreciation or depreciation in the value of the assets of the Fund or as a result of redemption of Units or payments made from the Fund). In any event, the Manager shall within such time as may be prescribed by any relevant laws take such steps as may be necessary to achieve compliance with the prescribed restrictions or limits.</p>	<p>Clause 7.2.4 has been amended to:</p> <p>The restrictions and limits set out in the Prevailing Prospectus must be complied with at all times based on the most up to date value of the Fund and the value of its Shariah-compliant investments and instruments. Where the restriction or limit is breached as a result of any appreciation or depreciation in the value of the assets of the Fund, redemption of Units or payments made from the Fund, change in capital of a corporation in which the Fund has invested in or downgrade in or cessation of a credit rating, the Manager shall take such steps as may be necessary to rectify the breach in accordance with the relevant laws.</p>	Amended pursuant to paragraph 6.48 of the Revised GUTF.
2.1(qq)	Nil.	<p>A new Clause 8.1.1A has been inserted:</p> <p>The Trustee shall ensure that the assets of the Fund are clearly identified as the assets of the Fund and held separately from any other assets held by or entrusted to the Trustee.</p>	Amended pursuant to paragraphs 6.03(a) and (b) of the Revised CMSP.
2.1(rr)	<p>Clause 10.1.6:</p> <p>Any Unit Holder may request the Manager to furnish him with a copy of the register of the Unit Holders for the Fund, or of any part thereof, but only in so far as it relates to his name, address, the number of Units held by him and amounts paid on the Units, and the Manager shall, on payment in advance of a reasonable fee as the Manager may require, cause</p>	<p>Clause 10.1.6 has been amended to:</p> <p>Any Unit Holder may request the Manager to furnish him with a copy of the register of Unit Holders for the Fund, or of any part thereof, but only in so far as it relates to his name, address, the number of Units held by him and amounts paid on the Units, and the Manager shall, on payment in advance of a reasonable fee as the Manager may require, cause</p>	Amended pursuant to section 310(2) of the CMSA.

	any copy so requested to be sent to that person within a reasonable time.	any copy so requested to be sent to that person within such time as may be prescribed by the relevant law.	
2.1(ss)	<p>Clause 10.2.2:</p> <p>The Manager shall deliver to the relevant authorities a notice of the location of the office where any branch register of Unit Holders is kept and of any change of its location, and if the branch office is permanently closed, of its closure, and any such notice shall be lodged within such time as may be prescribed by the relevant laws.</p>	<p>Clause 10.2.2 has been amended to:</p> <p>The Manager shall deliver to the relevant authorities a notice of the location of the office where any branch register of Unit Holders is kept and of any change of its location, and if the branch office is permanently closed, of its closure, and any such notice shall be delivered within such time as may be prescribed by the relevant laws.</p>	Amended to adopt the term “delivered” used in section 312(2) of the CMSA.
2.1(tt)	Nil.	<p>A new Clause 11.4.1A has been inserted:</p> <p>A Unit Holder shall be entitled to take all necessary action, proceedings and/or steps against:</p> <p>(a) the Manager for any breach of its duties as set out in the Act and the Guidelines on Unit Trust Funds; and</p> <p>(b) the Trustee for any breach of its duties as set out in the Act, the Guidelines on Unit Trust Funds and the Guidelines on the Registration and Conduct of Capital Market Services Providers.</p>	Amended pursuant to paragraph 8 of Schedule D of the Revised GUTF.
2.1(uu)	<p>Clause 11.4.4:</p> <p>No Unit Holder shall have any right by reason of his being a Unit Holder to attend any meeting of shareholders, stockholders or debenture holders or to vote or take part in or consent to any company or shareholders’, stockholders’ or debenture holders’ action.</p>	<p>Clause 11.4.4 has been amended to:</p> <p>No Unit Holder shall have any right by reason of him being a Unit Holder to attend any meeting of shareholders, stockholders or debenture holders or to vote or take part in or consent to any company’s shareholders’, stockholders’ or debenture holders’ action.</p>	Amended for better clarity.
2.1(vv)	<p>Clause 12.2.1:</p> <p>The Manager may determine the trust hereby created and wind up the Fund in accordance with the relevant laws. Notwithstanding the aforesaid, if the</p>	<p>Clause 12.2.1 has been amended to:</p> <p>The Manager may determine the trust hereby created and wind up the Fund or any class of Units</p>	Amended pursuant to paragraph 9.25 of the Revised GUTF.

	<p>Fund is left with no Unit Holders, the Manager shall be entitled to terminate the Fund.</p>	<p>in accordance with the relevant laws. Notwithstanding the aforesaid:</p> <p>(a) the Manager may, in consultation with the Trustee, terminate the trust hereby created and wind up the Fund or any class of Units if the termination of the Fund or the class of Units 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 or the class of Units; and</p> <p>(b) the Manager shall be entitled to terminate the Fund or a class of Units if the Fund or that particular class of Units is left with no Unit Holders.</p>	
2.1(ww)	<p>Clause 12.2.2:</p> <p>Upon the termination of the trust by the Manager, the Trustee shall as soon as practicable, give to each Unit Holder of the Fund being wound up notice of such termination; the Manager shall notify the existing Unit Holders in writing of the following options:</p> <p>(a) to receive the net cash proceeds derived from the sale of all the assets of the Fund less any payment for liabilities of the Fund and any Cash Produce available for distribution in proportion to the number of Units held by them respectively;</p> <p>(b) to switch to any other unit trust scheme managed by the Manager upon such terms and conditions as shall be set out in the written notification; or</p> <p>(c) to choose any other alternative as may be proposed by the Manager.</p>	<p>Clause 12.2.2 has been amended to:</p> <p>Upon the termination of the trust by the Manager, the Manager shall give to each Unit Holder of the Fund or that class of Units (whichever applicable) being wound up a notice of such termination in accordance with the relevant laws; the Manager shall notify the existing Unit Holders in writing of the following options:</p> <p>(a) to receive the net cash proceeds derived from the sale of all the investments and assets of the Fund less any payment for liabilities of the Fund and any Cash Produce available for distribution in proportion to the number of Units held by them respectively;</p> <p>(b) to use the net cash proceeds to invest in any other unit trust scheme managed by the Manager upon such terms and conditions as shall be set out in the written notification; or</p> <p>(c) to choose any other alternative as may be proposed by the Manager in accordance with the relevant laws.</p>	<p>Amended pursuant to paragraph 9.27 of the Revised GUTF.</p>

2.1(xx)	<p>Clause 12.4.2:</p> <p>In the event of the trust hereby created being terminated, the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from this Deed.</p>	<p>Clause 12.4.2 has been amended to:</p> <p>In the event of the trust hereby created being terminated:</p> <p>(a) the Trustee shall be at liberty to call upon the Manager to grant the Trustee, and the Manager shall so grant, a full and complete release from this Deed;</p> <p>(b) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and</p> <p>(c) the Manager or the Trustee shall notify the Unit Holders in such manner as may be prescribed by any relevant law.</p>	<p>Amended pursuant to paragraphs 9.30 and 9.31 of the Revised GUTF.</p>
2.1(yy)	<p>Clause 12.4.3:</p> <p>The Manager (or the Trustee, if the Fund has been terminated in the circumstances spelt out in Division 12.3) shall, as soon as practicable after the winding up of the Fund inform Unit Holders and the relevant authorities of the same in such manner as may be prescribed by any relevant law.</p>	<p>Deleted.</p>	<p>Amended as the same is provided in the revised Clauses 12.4.2(b) and (c).</p>
2.1(zz)	<p>Nil.</p>	<p>A new Clause 12.5.1A has been inserted:</p> <p>Notwithstanding Clause 12.5.1, the Manager may in consultation with the Trustee and without having to obtain the prior approval of the Unit Holders, terminate a particular class of Units upon the occurrence of any of the events set out in Clause 12.2.1 in respect of that particular class of Units.</p>	<p>Amended pursuant to paragraph 9.25 of the Revised GUTF to be read together with paragraph 9.40 of the Revised GUTF.</p>
2.1(aaa)	<p>Clause 12.5.2(c):</p> <p>the Trustee or the Manager shall publish a notice on the termination of that class of Units in at least one national Bahasa Malaysia newspaper and one national English newspaper, if those Units are available in Malaysia.</p>	<p>Deleted.</p>	<p>Amended as the requirement to publish a notice on the termination of a class of Units in at least one national Bahasa Malaysia newspaper and one national English newspaper has been removed from the Revised GUTF.</p>

2.1(bbb)	<p>Clause 13.1.2:</p> <p>The annual management fee may only be charged to the Fund if permitted by this Deed; in this regard, it is hereby declared that the Manager is permitted to charge to the Fund an annual management fee at a rate not exceeding the rate set out in the Eighth Schedule hereto. The Manager may impose different rates of annual management fee for each class of Units. The rate set out in the Eighth Schedule is exclusive of any tax such as goods and services tax (“GST”) and/or other indirect or similar tax that may be payable. The Manager shall have the right to charge and recover from the Fund any GST or other indirect or similar tax now or hereinafter imposed by law or required to be paid in connection with the products or services provided by the Manager.</p>	<p>Clause 13.1.2 has been amended to:</p> <p>The annual management fee may only be charged to the Fund if permitted by this Deed; in this regard, it is hereby declared that the Manager is permitted to charge to the Fund an annual management fee at a rate not exceeding the rate set out in the Eighth Schedule hereto. The Manager may impose different rates of annual management fee for each class of Units. The rate set out in the Eighth Schedule is exclusive of any tax that may be payable. The Manager shall have the right to charge and recover from the Fund any tax now or hereinafter imposed by law or required to be paid in connection with the products or services provided by the Manager.</p>	<p>Amended as the Goods and Services Tax Act 2014 has been repealed.</p>
2.1(ccc)	<p>Clause 13.1.5:</p> <p>The Manager may not charge an annual management fee at a rate higher than that disclosed in the Prevailing Prospectus unless:</p> <ul style="list-style-type: none"> (a) the Manager has come to an agreement with the Trustee on the higher rate in accordance with Clause 13.1.3; (b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; such time as may be prescribed by any relevant law shall have elapsed since the notice is sent; (c) a supplemental Prospectus or replacement Prospectus stating the higher rate is issued thereafter; and (d) such time as may be prescribed by any relevant law shall have elapsed since the supplemental Prospectus or replacement Prospectus is issued. 	<p>Clause 13.1.5:</p> <p>The Manager may not charge an annual management fee at a rate higher than that disclosed in the Prevailing Prospectus unless:</p> <ul style="list-style-type: none"> (a) the Manager has come to an agreement with the Trustee on the higher rate; (b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; such time as may be prescribed by any relevant law shall have elapsed since the notice is sent; (c) a supplemental/replacement Prospectus stating the higher rate is registered, lodged and issued; and (d) such time as may be prescribed by any relevant law shall have elapsed since the date of the supplemental/replacement Prospectus. 	<p>Amended pursuant to paragraph 7.13 of the Revised GUTF.</p>

2.1(ddd)	<p>Clause 13.2.2:</p> <p>The Trustee shall be entitled to be paid out of the Fund an annual trustee fee not exceeding the rate set out in the Ninth Schedule hereto. The rate set out in the Ninth Schedule is exclusive of any tax such as GST and/or other indirect or similar tax that may be payable. The Trustee shall have the right to charge and recover from the Fund any GST or other indirect or similar tax now or hereafter imposed by law or required to be paid in connection with the products or services provided by the Trustee.</p>	<p>Clause 13.2.2 has been amended to:</p> <p>The Trustee shall be entitled to be paid out of the Fund an annual trustee fee not exceeding the rate set out in the Ninth Schedule hereto. The rate set out in the Ninth Schedule is exclusive of any tax that may be payable. The Trustee shall have the right to charge and recover from the Fund any tax now or hereafter imposed by law or required to be paid in connection with the products or services provided by the Trustee.</p>	<p>Amended as the Goods and Services Tax Act 2014 has been repealed.</p>
2.1(eee)	<p>Clause 13.2.8:</p> <p>The Trustee may not charge an annual trustee fee at a rate higher than that disclosed in the Prevailing Prospectus unless:</p> <p>(a) the Manager has come to an agreement with the Trustee on the higher rate;</p> <p>(b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; such time as may be prescribed by any relevant law shall have elapsed since the notice is sent;</p> <p>(c) a supplemental Prospectus or replacement Prospectus stating the higher rate is issued thereafter; and</p> <p>(d) such time as may be prescribed by any relevant law shall have elapsed since the supplemental Prospectus or /replacement Prospectus is issued.</p>	<p>Clause 13.2.8:</p> <p>The Trustee may not charge an annual trustee fee at a rate higher than that disclosed in the Prevailing Prospectus unless:</p> <p>(a) the Manager has come to an agreement with the Trustee on the higher rate;</p> <p>(b) the Manager has notified the Unit Holders of the higher rate and the date on which such higher rate is to become effective; such time as may be prescribed by any relevant law shall have elapsed since the notice is sent;</p> <p>(c) a supplemental/replacement Prospectus stating the higher rate is registered, lodged and issued; and</p> <p>(d) such time as may be prescribed by any relevant law shall have elapsed since the date of the supplemental/replacement Prospectus.</p>	<p>Amended pursuant to paragraph 7.13 of the Revised GUTF.</p>
2.1(fff)	<p>Clause 13.3.1(c):</p> <p>costs, fees and expenses properly incurred by the Auditor;</p>	<p>Clause 13.3.1(c) has been amended to:</p> <p>fees and expenses properly incurred by the Auditor;</p>	<p>Amended pursuant to paragraph 7.18 of the Revised GUTF.</p>

2.1(ggg)	Clause 13.3.1(d): costs, fees and expenses incurred for the valuation of any Shariah-compliant investment of the Fund by independent valuers for the benefit of the Fund;	Clause 13.3.1(d) has been amended to: fees for the valuation of any Shariah-compliant investment of the Fund;	Amended pursuant to paragraph 7.18 of the Revised GUTF.
2.1(hhh)	Clause 13.3.1(i): costs, fees and expenses in engaging any valuer, adviser or contractor for the benefit of the Fund;	Clause 13.3.1(i): costs, fees and expenses in engaging any adviser for the benefit of the Fund;	Amended to remove the term “valuer” and “contractor”.
2.1(iii)	Clause 13.3.1(k): costs, fees and expenses incurred in the termination of the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;	Clause 13.3.1(k) has been amended to: 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;	Amended to include the reference to “or a class of Units” as the Fund is a multi-class fund.
2.1(jjj)	Clause 13.3.1(m): remuneration and out of pocket expenses of the independent members of the investment committee of the Fund, unless the Manager decides otherwise;	Clause 13.3.1(m) has been amended to: 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;	Amended as the appointment of an investment committee for a fund has been replaced with the appointment of person(s) or committee undertaking the oversight function.
2.1(kkk)	Clause 13.3.1(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 sub-paragraphs (a) to (q) above.	Clause 13.3.1(r) has been amended to: any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under sub-paragraphs (a) to (q) above.	Amended as the Goods and Services Tax Act 2014 has been repealed.
2.1(III)	Clause 14.2.15: Subject to Clause 14.2.16, the Manager shall send to every Unit Holder a statement detailing the nature and the amount of the income distributed, whether in the form of cash and/or further Units in lieu of cash, in every distribution of income. In this regard, the Manager shall also declare in the statement.	Clause 14.2.15 has been amended to: Subject to Clause 14.2.16, the Manager shall send to every Unit Holder a statement detailing the nature, whether in the form of cash and/or further Units in lieu of cash, and the amount of income distributed in every distribution of income. In this regard, the Manager shall also declare in the statement:	Amended pursuant to paragraph 9.12 of the Revised GUTF.

	<p>(a) the total returns of the Fund; and</p> <p>(b) the NAV per Unit prior to, and subsequent to the distribution.</p>	<p>(a) the total returns of the Fund; and</p> <p>(b) the NAV per Unit prior to, and subsequent to, the distribution.</p>	
2.1(mmm)	<p>Clause 14.2.16:</p> <p>In the case of an interim distribution which does not coincide with the end of a Financial Year, the Manager may choose not to send the statement referred to in Clause 14.2.15 provided always that the same information is published in the Manager's website or through an advertisement in accordance with any relevant law.</p>	<p>Clause 14.2.16 has been amended to:</p> <p>In the case of an interim distribution, the Manager may choose not to send the statement referred to in Clause 14.2.15 provided always that the same information is published in the Manager's website in accordance with any relevant law.</p>	Amended pursuant to paragraph 9.14 of the Revised GUTF.
2.1(nnn)	<p>Clause 15.1.3(c):</p> <p>an interim report of the Fund should be distributed to the Unit Holders within such time as may be prescribed by any relevant law; such numbers of printed copies of the report shall be delivered to the relevant authorities within such time as may be prescribed by any relevant law; and</p>	<p>Clause 15.1.3(c) has been amended to:</p> <p>a semi-annual report of the Fund should be distributed to the Unit Holders within such time as may be prescribed by any relevant law; such numbers of printed copies of the report shall be delivered to the relevant authorities within such time as may be prescribed by any relevant law; and</p>	Amended pursuant to the change in terminology of "interim report" to "semi-annual report" as per the Revised GUTF.
2.1(ooo)	<p>Clause 15.1.3(d):</p> <p>financial statements in the annual report of the Fund shall contain all such information as may be required to be disclosed by any relevant law and shall be audited by the Auditor; if interim financial statements in the interim report of the Fund are unaudited, a statement of that fact should be disclosed clearly; such interim financial statements should carry the signatures of the directors of the Manager responsible for the true and fair view of the statements.</p>	<p>Clause 15.1.3(d) has been amended to:</p> <p>financial statements in the annual report of the Fund shall contain all such information as may be required to be disclosed by any relevant law and shall be audited by the Auditor; if interim financial statements in the semi-annual report of the Fund are unaudited, a statement of that fact should be disclosed clearly; such interim financial statements should carry the signatures of the directors of the Manager responsible for the true and fair view of the statements.</p>	Amended pursuant to the change in terminology of "interim report" to "semi-annual report" as per the Revised GUTF.
2.1(ppp)	<p>Clause 15.1.4:</p> <p>Notwithstanding the generality of Clause 15.1.1 and Clause 15.1.2, the Trustee shall prepare a report to the Unit Holders, to be included in the annual or</p>	<p>Clause 15.1.4 has been amended to:</p> <p>Notwithstanding the generality of Clause 15.1.1 and Clause 15.1.2, the Trustee shall prepare a report to the Unit Holders, to be included in the annual or</p>	Amended pursuant to paragraphs 16, 17 and 19 of Schedule E of the Revised GUTF and the change in terminology of "interim report" to "semi-annual report" as per the Revised GUTF.

	<p>interim report of the Fund, stating whether, in the Trustee’s opinion, the Manager has:</p> <p>(a) managed the Fund in accordance with the limitations imposed on the investment powers of the Manager and the Trustee under this Deed, the Act and all relevant laws;</p> <p>(b) carried out pricing and valuation in accordance with the provisions of this Deed, the Act and all relevant laws;</p> <p>(c) created and cancelled Units in accordance with the provisions of this Deed, the Act and all relevant laws; and</p> <p>(d) if there has been any distribution of income, distributed such income in accordance with the objective of the Fund.</p> <p>Where, in the Trustee’s opinion, the Manager has not done so, the Trustee should highlight the appropriate details and steps taken to address the shortcomings.</p>	<p>semi-annual report of the Fund, stating whether, in the Trustee’s opinion, the Manager has:</p> <p>(a) managed the Fund in accordance with the limitations imposed on the investment powers of the Manager under this Deed, the Prevailing Prospectus, the Act and all relevant laws;</p> <p>(b) carried out pricing and valuation in accordance with the provisions of this Deed, the Prevailing Prospectus, the Act and all relevant laws;</p> <p>(c) created and cancelled Units in accordance with the provisions of this Deed, the Prevailing Prospectus, the Act and all relevant laws; and</p> <p>(d) if there has been any distribution of income, distributed such income appropriately and reflects the objective of the Fund.</p> <p>Where, in the Trustee’s opinion, the Manager has not done so, the Trustee should disclose the shortcomings which may have an impact on the decision of existing or potential Unit Holders to remain invested or to invest in the Fund and highlight the steps taken to address the shortcomings and to prevent the recurrence of the shortcomings.</p>	
2.1(qqq)	<p>Clause 16.1.1(a):</p> <p>carry on and conduct its business in a proper, diligent and efficient manner and ensure that the Fund is carried on and conducted in a proper, diligent and efficient manner and in accordance with acceptable and efficacious business practices of the unit trust industry in Malaysia;</p>	<p>Clause 16.1.1(a) has been amended to:</p> <p>carry on and conduct its business in a proper, diligent and efficient manner and ensure that the Fund is carried on and conducted in a proper, diligent and efficient manner;</p>	<p>Amended pursuant to the requirement of “acceptable and efficacious business practices within the unit trust industry in Malaysia” being deleted from the Revised GUTF.</p>
2.1(rrr)	<p>Clause 16.1.1(n):</p> <p>upon request from a Unit Holder, send a copy of the annual report of the Manager within such time as may be prescribed by the relevant laws and upon</p>	<p>Clause 16.1.1(n) has been amended to:</p> <p>upon request from a Unit Holder, send a copy of the audited annual report of the Manager within such time as may be prescribed by the relevant laws and</p>	<p>Amended for better clarity.</p>

	payment of a reasonable sum as may be determined by the Manager;	upon payment of a reasonable sum as may be determined by the Manager;	
2.1(sss)	<p>Clause 16.1.1(o):</p> <p>send by post, to each of the Unit Holders without charge, a copy of the interim and annual reports of the Fund containing all such information as may be required to be disclosed and within such time as may be prescribed by the relevant laws; upon request from the Unit Holders, additional copies of the interim and annual reports of the Fund shall be sent to the Unit Holders within such time as may be prescribed by the relevant laws and upon payment of a reasonable sum as may be determined by the Manager;</p>	<p>Clause 16.1.1(o) has been amended to:</p> <p>send to each of the Unit Holders without charge, a copy of the semi-annual and annual reports of the Fund containing all such information as may be required to be disclosed and within such time as may be prescribed by the relevant laws; upon request from the Unit Holders, additional copies of the semi-annual and annual reports of the Fund shall be sent to the Unit Holders within such time as may be prescribed by the relevant laws and upon payment of a reasonable sum as may be determined by the Manager;</p>	<p>Amended pursuant to the change in terminology of “interim report” to “semi-annual report” as per the Revised GUTF.</p>
2.1(ttt)	<p>Clause 16.1.1(p):</p> <p>attach, together with the annual report as required under paragraph (o) of this Clause 16.1.1, the Trustee’s report to the Unit Holders containing all such information as may be required to be disclosed by the relevant laws and stating whether, in the Trustee’s opinion, the Manager has in that period:</p> <ol style="list-style-type: none"> (1) managed the Fund in accordance with the limitations imposed on the investment powers of the Manager and the Trustee under this Deed, the Act and all relevant laws; (2) carried out pricing and valuation in accordance with the provisions of this Deed, the Act and all relevant laws; (3) created and cancelled Units in accordance with the provisions of this Deed, the Act and all relevant laws; (4) if there has been any distribution of income, distributed such income in accordance with the objective of the Fund; and 	<p>Clause 16.1.1(p) has been amended to:</p> <p>attach, together with the reports as required under paragraph (o) of this Clause 16.1.1, the report of the Trustee to the Unit Holders containing all such information as may be required to be disclosed by the relevant laws and stating whether, in the Trustee’s opinion, the Manager has in that period:</p> <ol style="list-style-type: none"> (1) managed the Fund in accordance with the limitations imposed on the investment powers of the Manager under this Deed, the Prevailing Prospectus, the Act and all relevant laws; (2) carried out pricing and valuation in accordance with the provisions of this Deed, the Prevailing Prospectus, the Act and all relevant laws; (3) created and cancelled Units in accordance with the provisions of this Deed, the Prevailing Prospectus, the Act and all relevant laws; and (4) if there has been any distribution of income, distributed such income appropriately and reflects the objective of the Fund. 	<p>Amended pursuant to paragraphs 16, 17 and 19 of Schedule E of the Revised GUTF.</p>

	if it has not done so, the respects in which the Manager has not done so and the steps which the Trustee has taken in respect thereof;	Where, in the Trustee's opinion, the Manager has not done so, the Trustee should disclose the shortcomings which may have an impact on the decision of existing or potential Unit Holders to remain invested or to invest in the Fund and highlight the steps taken to address the shortcomings and to prevent the recurrence of the shortcomings;	
2.1(uuu)	Clause 16.1.1(r): convene a Unit Holders' meeting to obtain Unit Holder's approval where the interests of the Unit Holders may be materially prejudiced by any changes to the Fund.	Clause 16.1.1(r) has been amended to: convene a Unit Holders' meeting to obtain approval of not less than two-thirds (2/3) of all Unit Holders present and voting at a Unit Holders' meeting where the interests of the Unit Holders may be materially prejudiced by any changes to the Fund.	Amended pursuant to paragraph 3.07(o) of the Revised GUTF.
2.1(vvv)	Clause 16.2.1(a): ensure that the Fund has at all times an appointed management company;	Clause 16.2.1(a) has been amended to: ensure that the Fund has at all times an approved management company;	Amended pursuant to paragraph 6.09(a) of the Revised CMSP.
2.1(www)	Clause 16.3.1(c): not exercise the right to vote in respect of any shares forming part of the investments of the Fund which are held by the Trustee at any election for the appointment of any director of a corporation whose shares are so held, without the consent of the majority of the Unit Holders voting at a meeting of the Unit Holders summoned for the purpose of authorising the exercise of the right to vote at the next general meeting of the corporation.	Deleted.	Amended as the requirement in this clause has been removed from the Revised GUTF.
2.1(xxx)	Clause 17.1.1: 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 a particular class of Units, as the case may be, summon a meeting of the Unit Holders of the Fund or of that class of Units by:	Clause 17.1.1 has been amended to: Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders of the Fund or of a particular class of Units, as the case may be, at the registered office of the Manager, summon a meeting of the Unit Holders of	Amended pursuant to sections 305(2) and 305(3)(a) of the CMSA.

	<p>(a) sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the relevant Unit Holders;</p> <p>(b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and</p> <p>(c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.</p>	<p>the Fund or of that class of Units, as the case may be, by:</p> <p>(a) sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders of the Fund or Unit Holders of a particular class of Units, as the case may be, at the Unit Holder's last known address or, in the case of Jointholders, to the Jointholder whose name stands first in the records of the Manager at the Jointholder's last known address;</p> <p>(b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and</p> <p>(c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.</p>	
2.1(yyy)	<p>Clause 17.2.2(d):</p> <p>deciding on the next course of action after the Trustee has suspended the sale and redemption of Units pursuant to Clause 6.9.1; and</p>	<p>Clause 17.2.2(d) has been amended to:</p> <p>deciding on the next course of action after the Trustee has suspended the sale and redemption of Units pursuant to Clause 6.9.3; and</p>	<p>Amended pursuant to the change in the numbering of clauses in Division 6.9 of the Principal Deed as amended by the First Supplemental Deed.</p>
2.1(zzz)	<p>Clause 17.2.5:</p> <p>Notwithstanding anything herein this Deed contained, and unless otherwise required or allowed by the relevant laws, a meeting of the Unit Holders summoned by the Trustee for the purpose of authorising the exercise of the right to vote by the Manager and/or the Trustee in respect of any Shariah-compliant shares forming part of the investments of the Fund which are held by the Manager and/or the Trustee at any election for the appointment of any director of a corporation whose</p>	<p>Deleted.</p>	<p>Amended as the requirement in this clause has been removed from the Revised GUTF.</p>

	Shariah-compliant shares are so held shall be summoned in the manner set out in Clause 17.2.4.		
2.1(aaaa)	<p>Clause 17.4.1:</p> <p>The quorum required for a meeting of the Unit Holders shall be five (5) Unit Holders, whether present in person or by proxy, provided that if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy; if the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation at the time of the meeting.</p>	<p>Clause 17.4.1 has been amended to:</p> <p>(a) The quorum required for a meeting of the Unit Holders of the Fund or a class of Units, as the case may be, shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund or a class of Units, as the case may be, has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund or a class of Units, as the case may be, shall be two (2) Unit Holders, whether present in person or by proxy.</p> <p>(b) If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation of the Fund or a class of Units, as the case may be, at the time of the meeting.</p> <p>(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.</p>	Amended pursuant to paragraph 9.51 of the Revised GUTF.
2.1(bbbb)	Nil.	<p>New Clauses 17.4.1A and 17.4.1B have been inserted:</p> <p>17.4.1A The Unit Holders may participate in a Unit Holders' meeting by video-conference, web-based communication, electronic or such other communication facilities or technologies available from time to time and to vote at the Unit Holders' meeting. For the avoidance of doubt, the chairman of the meeting shall be present at the</p>	Amended to provide for the participation of unit holders in a unit holders' meeting by video-conference, web-based communication, electronic or such other communication facilities or technologies available from time to time.

		<p>meeting either virtually or physically at the main venue of the Unit Holders' meeting.</p> <p>17.4.1B Participation by a Unit Holder in a Unit Holders' meeting by any of the communication facilities referred to in Clause 17.4.1A of this Deed shall be deemed as present at the said Unit Holders' meeting and shall be counted towards the quorum notwithstanding the fact that the Unit Holder is not physically present at the main venue of where the Unit Holders' meeting is to be held.</p>	
2.1(cccc)	<p>Clause 17.4.2:</p> <p>Unless otherwise prescribed by the relevant laws, a Unit Holders' meeting summoned pursuant to this Part 17 shall:</p> <p>(a) be held not later than two (2) months after the notice was given, at the time and place stipulated in the notice and advertisement (if any);</p> <p>(b) be chaired:</p> <p>(1) if the meeting was convened at the instance of the Unit Holders or the Trustee, by a person appointed by the Unit Holders present at the meeting, or where no such appointment is made, a nominee of the Trustee; or</p> <p>(2) if the meeting was convened at the instance of the Manager, by a person appointed by the Manager; and</p> <p>(c) be conducted in accordance with this Deed, or if this Deed is silent, as directed by the chairman of the meeting.</p>	<p>Clause 17.4.2 has been amended to:</p> <p>Unless otherwise prescribed by the relevant laws, a Unit Holders' meeting summoned pursuant to this Part 17 shall:</p> <p>(a) be held not later than two (2) months after the notice was given, at the time and place stipulated in the notice and advertisement (if any);</p> <p>(b) be chaired:</p> <p>(1) if the meeting was convened at the instance of the Unit Holders or the Trustee, by a person appointed by the Unit Holders present at the meeting, or where no such appointment is made, a nominee of the Trustee; or</p> <p>(2) if the meeting was convened at the instance of the Manager, by a person appointed by the Manager;</p> <p>(c) be conducted in accordance with this Deed, or if no provisions were made pursuant to this Deed, as directed by the chairman of the meeting; and</p>	<p>Amended to be consistent with section 305(4) of the CMSA and to provide for the participation of unit holders in a unit holders' meeting by video-conference, web-based communication, electronic or such other communication facilities or technologies available from time to time.</p>

		(d) not be deemed to have proceeded for such period or periods where any of the communication facilities referred to in Clause 17.4.1A of this Deed have been disconnected. The chairman of the meeting may, at his absolute discretion, adjourn the meeting which had been disconnected and which cannot be reconnected within a reasonable time, to another date and time not being less than seven (7) days from the date of such meeting.	
2.1(dddd)	<p>Clause 17.4.18:</p> <p>The instrument appointing a proxy shall be duly stamped, if required, and deposited at the office of the Manager not less than forty-eight (48) hours before the time appointed for the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote.</p>	<p>Clause 17.4.18 has been amended to:</p> <p>The instrument appointing a proxy shall be duly stamped, if required, and deposited at the office of the Manager not less than forty-eight (48) hours before the time appointed for the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote. For the avoidance of doubt, the instrument appointing a proxy shall be deemed to be deposited at the office of the Manager if it is sent by e-mail to the Manager at the e-mail address notified by the Manager in the notice of meeting or adjourned meeting, as the case may be.</p>	Amended to provide that instrument appointing a proxy shall be deemed to be deposited at the office of the Manager if it is sent by email or such other digital or electronic medium to the Manager at the email address or such other digital or electronic medium notified by the Manager.
2.1(eeee)	Nil.	<p>A new Clause 22.2.3 has been inserted:</p> <p>The provisions in this Deed shall in no way be construed as derogating from or limiting any of the requirements of the Act, the Guidelines on Unit Trust Funds, the Guidelines on the Registration and Conduct of Capital Market Services Providers and the relevant laws.</p>	Amended pursuant to paragraph 20(j) of Schedule D of the Revised GUTF.
2.1(ffff)	<p>Division 22.10:</p> <p style="text-align: center;">DIVISION 22.10 Goods and Services Tax Act 2014</p> <p>22.10.1 A Unit Holder and/or the Fund (as the case may be) (hereinafter referred to as the "Paying Party") shall upon demand pay to</p>	<p>Division 22.10 has been amended to:</p> <p style="text-align: center;">DIVISION 22.10 Tax</p> <p>22.10.1 A Unit Holder and/or the Fund (as the case may be) (hereinafter referred to as the "Paying Party") shall upon demand</p>	Amended as the Goods and Services Tax Act 2014 has been repealed.

	the party duly entitled to collect the goods and services and/or consumption tax (“GST”) such sum equivalent to the GST in addition to any payments payable by the Paying Party pursuant to this Deed.	pay any tax which may be imposed by law to the party duly entitled to collect such tax in addition to any payments payable by the Paying Party pursuant to this Deed.									
2.1(gggg)	Nil.	<p>A new Division 22.12 has been inserted:</p> <p style="text-align: center;">DIVISION 22.12 Investments in Assets Which Depreciates in Value</p> <p>22.12.1 The Manager shall make no provision for investments in assets which depreciates in value.</p>	Amended pursuant to paragraph 20(c) of Schedule D of the Revised GUTF.								
2.1(hhhh)	<p>The Seventh Schedule:</p> <p style="text-align: center;">THE SEVENTH SCHEDULE</p> <p style="text-align: center;"><u>Permitted Investments</u></p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 20%;">Fund</th> <th>Permitted Investments</th> </tr> </thead> <tbody> <tr> <td>BIMB-Arabesque Malaysia Shariah-ESG Equity Fund</td> <td> <p>The Fund is permitted to invest in the following:</p> <p>(a) Islamic negotiable instruments of deposits, accepted bills-i, Malaysian currency deposits with financial institutions including investment certificates, commodity murabahah deposit and/or other Islamic deposit instruments as may be permitted by the SC;</p> <p>(b) shares or units in Shariah-compliant collective investment schemes;</p> </td> </tr> </tbody> </table>	Fund	Permitted Investments	BIMB-Arabesque Malaysia Shariah-ESG Equity Fund	<p>The Fund is permitted to invest in the following:</p> <p>(a) Islamic negotiable instruments of deposits, accepted bills-i, Malaysian currency deposits with financial institutions including investment certificates, commodity murabahah deposit and/or other Islamic deposit instruments as may be permitted by the SC;</p> <p>(b) shares or units in Shariah-compliant collective investment schemes;</p>	<p>The Seventh Schedule:</p> <p style="text-align: center;">THE SEVENTH SCHEDULE</p> <p style="text-align: center;"><u>Permitted Investments</u></p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 20%;">Fund</th> <th>Permitted Investments</th> </tr> </thead> <tbody> <tr> <td>BIMB-Arabesque Malaysia Shariah-ESG Equity Fund</td> <td> <p>The Fund is permitted to invest in the following:</p> <p>(a) Islamic negotiable instruments of deposits, accepted bills-i, Malaysian currency deposits with Islamic financial institutions including investment certificates, commodity murabahah deposit and/or other Islamic deposit instruments as may be permitted by the SC;</p> <p>(b) Shares or units in Islamic collective investment schemes listed, traded or dealt in an Eligible Market;</p> </td> </tr> </tbody> </table>	Fund	Permitted Investments	BIMB-Arabesque Malaysia Shariah-ESG Equity Fund	<p>The Fund is permitted to invest in the following:</p> <p>(a) Islamic negotiable instruments of deposits, accepted bills-i, Malaysian currency deposits with Islamic financial institutions including investment certificates, commodity murabahah deposit and/or other Islamic deposit instruments as may be permitted by the SC;</p> <p>(b) Shares or units in Islamic collective investment schemes listed, traded or dealt in an Eligible Market;</p>	Amended to be consistent with the disclosure in the Prevailing Prospectus and pursuant to the change in the requirements in relation to a fund’s investment in foreign markets as set out in the Revised GUTF whereby investments in a foreign market are no longer limited to markets where the regulatory authority is an ordinary or associate member of the International Organization of Securities Commissions (IOSCO).
Fund	Permitted Investments										
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	<p>(c) Shariah-compliant securities of companies listed on Bursa Malaysia;</p> <p>(d) securities listed or traded on foreign markets where the regulatory authority is an ordinary or associate member of the International Organization of Securities Commissions;</p> <p>(e) Shariah-compliant securities that are not traded in or under the rules of an Eligible Market including without limitation, unlisted securities that have been approved by the SC for the listing of and quotation for such securities;</p> <p>(f) warrants that derived from corporate action entitlements which the Shariah-compliant securities are held by the Fund; and</p> <p>(g) other Shariah-compliant investments as permitted by the SC from time to time.</p>	<p>(c) Shariah-compliant securities of companies listed on Bursa Malaysia;</p> <p>(d) Shariah-compliant securities listed or traded on foreign Eligible Markets;</p> <p>(e) 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;</p> <p>(f) 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</p> <p>(g) other Shariah-compliant investments traded in or under the rules of an Eligible Market as permitted by the SC from time to time.</p>	
2.1(iiii)	<p>Paragraph (v) of the Eleventh Schedule:</p> <p>The role of the Shariah Committee or Shariah Adviser is to ensure that the Fund is managed and operated in accordance with the Shariah requirements, relevant SC regulations and/or</p>	<p>Paragraph (v) of the Eleventh Schedule has been amended to:</p> <p>The Shariah Committee or Shariah Adviser shall:</p>	<p>Amended to paragraphs 6.01(b) and (c) of the Guidelines on Islamic Capital Market Products and Services (“GICMPS”).</p>

	standards, including resolution issued by the SACSC.	<p>(1) ensure that the Fund complies with the applicable Shariah rulings, principles and concepts endorsed by the SACSC; and</p> <p>(2) apply <i>Ijtihad</i> (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 SACSC.</p>	
2.1(jjjj)	<p>Paragraph (vi) of the Eleventh Schedule:</p> <p>The Shariah Committee or Shariah Adviser shall provide expertise and guidance to the Manager in all matters relating to the Shariah requirements, including the parts of this Deed, the Prospectus, the structure and investments of the Fund and other operational and administrative matters.</p>	<p>Paragraph (vi) of the Eleventh Schedule has been amended to:</p> <p>The Shariah Committee or Shariah Adviser shall provide expertise and advice on Shariah matters in relation to the Fund including matters relating to documentation (which includes this Deed and the Prevailing Prospectus), structure, feature, investment instruments and ensure that all aspects of the Fund are in accordance with Shariah requirements as set out in the relevant securities laws and guidelines issued by the SC.</p>	Amended pursuant to paragraph 6.01(a) of the GICMPS.
2.1(kkkk)	<p>Paragraph (x) of the Eleventh Schedule:</p> <p>The Shariah Committee or Shariah Adviser shall prepare a report to be included in the interim and annual reports of the Fund stating in its opinion whether the Fund has been managed and operated in accordance with the Shariah requirements for the financial period concerned.</p>	<p>Paragraph (x) of the Eleventh Schedule has been amended to:</p> <p>The Shariah Committee or Shariah Adviser shall prepare a report to be included in the semi-annual and annual reports of the Fund stating in its opinion whether the Fund has been managed and operated in accordance with the Shariah requirements for the financial period concerned.</p>	Amended pursuant to the change in terminology of “interim report” to “semi-annual report” as per the Revised GUTF.