

**BIMB i Flexi Fund (“Fund”)**

**List highlighting the amendments from the deed dated 27 March 2013 as modified by the first supplemental deed dated 25 March 2019 and the second supplemental deed dated 9 March 2020 (“Principal Deed”) and the third supplemental deed dated 30 December 2022 (“Third Supplemental Deed”) in relation to the Fund.**

CLAUSE	PRINCIPAL DEED	THIRD SUPPLEMENTAL DEED	RATIONALE FOR AMENDMENTS
<p><b><u>General:</u></b></p> <p>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 Third Supplemental Deed (“<b>Proposed Amendments</b>”) will not materially prejudice the unit holders’ interests as there is no:</p> <ol style="list-style-type: none"> <li>1. change to the nature or objective of the Fund;</li> <li>2. change to the risk profile of the Fund;</li> <li>3. change in the distribution policy of the Fund;</li> <li>4. introduction of a new category of fees or charges; or</li> <li>5. increase in fees or charges of the Fund,</li> </ol> <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) (“<b>Revised GUTF</b>”). As such, the Proposed Amendments do not materially prejudice the unit holders’ interests under paragraph 9.70 of the Revised GUTF and hence a unit holders’ approval is not required under section 295(4)(a) of the Capital Markets and Services Act 2007 (“<b>CMSA</b>”).</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.	New definitions of “approved accounting standards”, “financial institution”, “financial statements”, “fund manager”, “licensed bank”, licensed investment bank” and “licensed Islamic bank” have been inserted:	Amended to include the references to “approved accounting standards”, “financial institution”, “financial statements”, “fund manager”, “licensed bank”, “licensed investment bank” and “licensed Islamic bank” as such references have been made in the Principal Deed as amended by the Third Supplemental Deed.

		<p><b>“approved accounting standards”</b> 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><b>“financial institution”</b> means:</p> <p>(a) if the institution is in Malaysia:</p> <ul style="list-style-type: none"> <li>(i) licensed bank;</li> <li>(ii) licensed investment bank; or</li> <li>(iii) licensed Islamic bank; or</li> </ul> <p>(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;</p> <p><b>“financial statements”</b> has the meaning as set out in the approved accounting standard issued or approved by the Malaysian Accounting Standards Board pursuant to the Financial Reporting Act 1997;</p> <p><b>“fund manager”</b> means a person who undertakes the fund management function, or part thereof, for the Fund and who is either:</p> <p>(a) a holder of a capital markets services licence for the regulated activity of fund management; or</p> <p>(b) in the case of a company outside Malaysia, a person properly licensed or authorised by the relevant regulator in its home jurisdiction to carry out fund management activities;</p>	<p>The Malaysian Private Entities Reporting Standards (<b>“MPERS”</b>) 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 Securities Commission Malaysia or Bank Negara Malaysia. As such, the MPERS is not applicable to the Manager and the Fund.</p>
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2.1(b)	<p>Definition of “Financial Year”:</p> <p>“<b>Financial Year</b>” 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>“<b>Financial Year</b>” 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 <b>date of the Financial Year in accordance with the relevant laws</b>;</p>	Amended pursuant to paragraph 10.03 of the Revised GUTF.
2.1(c)	<p>Definitions of “independent member” and “licensed institution”:</p> <p>“<b>independent member</b>”, 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 or significant 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 or significant shareholder of the Manager or the Trustee can be considered to be independent;</p> <p>“<b>licensed institution</b>” means any institution licensed or deemed to be licensed under the Banking and Financial Institutions Act 1989 or the Islamic Banking Act 1983;</p>	Deleted.	Amended as no references to “independent member” and “licensed institution” are made in the Principal Deed as amended by the Third Supplemental Deed.

2.1(d)	<p>Definition of “the SC”:</p> <p>“<b>the SC</b>” means the Securities Commission established under the Securities Commission Act 1993;</p>	<p>Definition of “the SC” has been amended to:</p> <p>“<b>the SC</b>” means the Securities Commission <b>Malaysia</b> established under the Securities Commission <b>Malaysia</b> Act 1993;</p>	<p>Amended to update the title of the Act from “Securities Commission Act 1993” to “Securities Commission Malaysia Act 1993” and amend “Securities Commission” to “Securities Commission Malaysia”.</p>
2.1(e)	<p>Definition of “Special Resolution”:</p> <p>“<b>Special Resolution</b>” means a resolution passed at a meeting of Unit Holders duly convened in accordance with this Deed and carried by a majority in number representing at least three-fourths of the value of the Units held by the Unit Holders voting at the meeting in person or by proxy;</p>	<p>Definition of “Special Resolution” has been amended to:</p> <p>“<b>Special Resolution</b>” means a resolution passed at a meeting of Unit Holders duly convened in accordance with this Deed <b>by a majority of not less than three-fourths (3/4) of the Unit Holders present and voting at the meeting in person or by proxy; for the avoidance of doubt, “three-fourths (3/4) of the Unit Holders present and voting in person or by proxy” means three-fourths (3/4) of the votes cast by the Unit Holders present and voting; for the purposes of terminating the Fund, “Special Resolution” means a resolution passed at a meeting of Unit Holders duly convened in accordance with this Deed by a majority in number representing at least three-fourths (3/4) of the value of the Units held by the Unit Holders present and voting at the meeting in person or by proxy;</b></p>	<p>Amended to be consistent with the definition of “special resolution” set out in the Revised GUTF.</p>
2.1(f)	<p>Clause 2.2.1:</p> <p>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.</p>	<p>Clause 2.2.1 has been amended to:</p> <p>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, the Prospectus and all relevant <b>laws;</b> 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.</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(g)	<p>Clause 2.2.2:</p> <p>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.</p>	<p>Clause 2.2.2 has been amended to:</p> <p>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 Prospectus, 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.</p>	<p>Amended pursuant to sections 297(1)(a) and (b) of the CMSA.</p> <p>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 as amended by the Third Supplemental Deed.</p>
2.1(h)	<p>Clause 2.2.6:</p> <p>The Manager shall take all reasonable steps and exercise all due diligence to ensure that the Fund and the Units are correctly valued and/or priced in accordance with this Deed, the Prospectus and all relevant laws.</p>	<p>Clause 2.2.6 has been amended to:</p> <p>The Manager shall take all reasonable steps and exercise all due diligence to ensure that the Fund and the Units are correctly valued and priced on a regular basis in accordance with this Deed, the Prospectus and all relevant laws.</p>	<p>Amended pursuant to paragraph 8.33 of the Revised GUTF.</p>
2.1(i)	<p>Clause 2.2.14:</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 2.2.14 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 Fund's financial period.</p>	<p>Amended pursuant to paragraph 3.07(i) of the Revised GUTF.</p>
2.1(j)	<p>Clause 2.2.21:</p> <p>The Manager shall lodge with the relevant authorities the annual report of the Fund and the annual 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 2.2.21 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 the Fund within such time as may be required by the relevant laws.</p>	<p>Amended pursuant to the change in terminology of "interim report" to "semi-annual report" as per the Revised GUTF.</p>
2.1(k)	<p>Clause 2.2.22:</p> <p>The Manager shall:</p>	<p>Clause 2.2.22 has been amended to:</p> <p>The Manager shall:</p>	<p>Amended pursuant to the change in terminology of "interim report" to "semi-annual report" as per the Revised GUTF.</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>(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>	
2.1(l)	<p>Clause 2.2.25:</p> <p>The Manager shall be at liberty at any time and from time to time change the name of the Fund in consultation with the Trustee and with the prior approval of the relevant authorities; for the avoidance of doubt, the approval of the Unit Holders shall not be required in respect of any such change or in respect of any modification to this Deed to reflect such change.</p>	<p>Clause 2.2.25 has been amended to:</p> <p>The Manager shall be at liberty at any time and from time to time change the name of the Fund in consultation with the Trustee; for the avoidance of doubt, the approval of the Unit Holders shall not be required in respect of any such change or in respect of any modification to this Deed to reflect such change.</p>	<p>Amended as the change in name of the Fund does not require prior approval of relevant authorities.</p>
2.1(m)	<p>Nil.</p>	<p>A new Clause 2.2.27 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>(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) appoint an individual as a designated person responsible for the fund management function of the Fund; where the fund management function is undertaken by an external party, the Manager shall ensure that the fund manager appoints a designated person for the Fund and the designated person shall be a holder of a capital markets services representative's licence or where the fund manager is a foreign fund management company, the designated person shall be licensed, registered, approved or authorised to carry on the activity of fund management by the relevant regulator in his home jurisdiction;</p> <p>(d) establish, implement and maintain a risk management framework that is 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</p>	<p>(c) Inserted pursuant to paragraphs 3.07(g) and (h) of the Revised GUTF.</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>
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		<p>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>(g) establish, implement and maintain policies and procedures to ensure proper records are in place in relation to the Fund's valuation and pricing; and</p> <p>(h) maintain an internal audit function to report on the adequacy, effectiveness and efficiency of the management, operations, risk management and internal controls.</p>	<p>(f) Inserted pursuant to paragraph 3.07(l) of the Revised GUTF.</p> <p>(g) Inserted pursuant to paragraph 3.07(m) of the Revised GUTF.</p> <p>(h) Inserted pursuant to paragraph 3.07(n) of the Revised GUTF.</p>
2.1(n)	<p>Clause 2.3.3:</p> <p>Subject to the approval of the relevant authorities, the Manager shall have the power to retire in favour of some other corporation and as necessary under any relevant law upon giving to the Trustee three (3) months' (or such other period as the Manager and the Trustee may agree upon) notice in writing of its desire so to do, and subject to the fulfilment of the following conditions:</p> <p>(a) the retiring Manager shall appoint such corporation by writing under the seal of the retiring Manager as the management company of the Fund in its stead and assign and transfer to such corporation all its rights and duties as management company of the Fund;</p>	<p>Clause 2.3.3 has been amended to:</p> <p><b>The</b> Manager shall have the power to retire in favour of some other corporation and as necessary under any relevant law upon giving to the Trustee three (3) months' (or such other period as the Manager and the Trustee may agree upon) notice in writing of its desire so to do, and subject to the fulfilment of the following conditions:</p> <p>(a) the retiring Manager shall appoint such corporation by writing under the seal of the retiring Manager as the management company of the Fund in its stead and assign and transfer to such corporation all its rights and duties as management company of the Fund;</p>	<p>Amended as no approval of the relevant authorities is required for the retirement of the Manager.</p>



	<p>(b) such corporation shall enter into such deed or deeds as are referred to in Clause 2.3.2; and</p> <p>(c) upon the payment to the Trustee of all sums due from the retiring Manager to the Trustee hereunder at the date of such retirement, the retiring Manager shall be absolved and released from all further obligations hereunder but without prejudice to the rights of the Trustee or any Unit Holder or other person in respect of any act or omission on the part of the retiring Manager prior to such retirement and the new management company may and shall thereafter exercise all the powers and enjoy all the rights and shall be subject to all the duties and obligations of the Manager hereunder as fully as though such new management company had been originally a party to this Deed.</p>	<p>(b) such corporation shall enter into such deed or deeds as are referred to in Clause 2.3.2; <b>and</b></p> <p>(c) upon the payment to the Trustee of all sums due from the retiring Manager to the Trustee hereunder at the date of such retirement, the retiring Manager shall be absolved and released from all further obligations hereunder but without prejudice to the rights of the Trustee or any Unit Holder or other person in respect of any act or omission on the part of the retiring Manager prior to such retirement and the new management company may and shall thereafter exercise all the powers and enjoy all the rights and shall be subject to all the duties and obligations of the Manager hereunder as fully as though such new management company had been originally a party to this Deed.</p>	
2.1(o)	<p>Clause 3.2.2:</p> <p>The Trustee shall act with due care, 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 <b>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,</b> and in accordance with this Deed, <b>the Prospectus</b> and all relevant <b>laws</b>.</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 ("<b>Revised CMSP</b>").</p> <p>The requirement to safeguard the rights and interest of investors has been provided for under the existing 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 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 or to the order of 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 <b>(in the event of any delegation of its custodial functions)</b> 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 <b>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,</b> the Trustee shall <b>maintain a proper record</b></p>	<p>Amended pursuant to paragraphs 6.02 and 6.03(c) of the Revised CMSP.</p>

		of such assets in its books under the name of the Fund and take all steps to ensure that it can assert rights of ownership or control over such assets.	
2.1(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 accordance with this Deed, all relevant laws, and acceptable and efficacious business practice within the unit trust industry in Malaysia.</p>	<p>Clause 3.2.4 has been amended to:</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 accordance with this Deed, the Prospectus, the product highlights sheet and the relevant laws.</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 Malaysia” being deleted from the Revised GUTF.</p>
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:</p> <p>(a) shall conduct independent reviews and not only depend on information given to it by the Manager;</p> <p>(b) shall 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</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>(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>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>(c) if the Fund is expressed to be managed in accordance with specific principles, shall ensure that the Fund is managed in accordance with such principles.</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>(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>Deleted.</p>	<p>(g) Amended pursuant to section 300(2)(c) of the CMSA.</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) Deleted as the same has been provided under the revised 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 and/or the Manager 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</p>	<p>Amended pursuant to paragraphs 6.10 and 6.11 of the Revised CMSP.</p>

		<p>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>(b) provide a transaction report of the Fund to the Shariah Adviser, where applicable. If the transaction report is prepared by the Manager, the Trustee shall approve the transaction report prior to it being submitted to the Shariah Adviser, where applicable.</p>	
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 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 3.2.11:</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.	Amended as the existing Clause 3.2.11 has been combined with the revised Clause 3.2.13.
2.1(v)	<p>Clause 3.2.13:</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.</p>	<p>Clause 3.2.13 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>	Amended pursuant to paragraph 6.07 of the Revised CMSP.

		<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 Prospectus or the relevant laws.</p>	
2.1(w)	Nil.	<p>A new Clause 3.2.15A 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"> <li>(a) call a meeting of Unit Holders;</li> <li>(b) inform the Unit Holders of the failure at the meeting of Unit Holders;</li> <li>(c) submit proposals for the protection of interests of Unit Holders; and</li> <li>(d) ask direction from Unit Holders in relation to the matter.</li> </ul> <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 pursuant to section 306 of the CMSA.
2.1(x)	<p>Clause 3.2.21:</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 3.2.21 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>Clause 4:</p> <p><b>4. INVESTMENT COMMITTEE</b></p> <p><b>4.1 Appointment of Investment Committee</b></p> <p>4.1.1 The Manager shall appoint an investment committee for the Fund (hereinafter referred to as “the Investment Committee”) consisting of such 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><b>4.2 Members of Investment Committee</b></p> <p>4.2.1 The appointment of the members of the Investment Committee 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 the Investment Committee within such time as may be required by the relevant laws.</p>	<p>Clause 4 has been amended to:</p> <p><b>4. OVERSIGHT ON THE OPERATION AND MANAGEMENT OF THE FUND</b></p> <p><b>4.1 Oversight Function</b></p> <p>4.1.1 The Manager shall have in place an oversight arrangement to ensure that the Fund is managed in accordance with this Deed, the Prospectus, 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>	<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>
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	<p>4.2.3 Each independent member of the Investment Committee may receive a remuneration for his services to the Fund at the discretion of the Manager and in consultation with the Trustee; such remuneration shall be payable out of the Fund.</p> <p>4.2.4 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.</p> <p><b>4.3 Role and Responsibilities of the Investment Committee</b></p> <p>4.3.1 The Manager shall ensure that the Investment Committee carries out the following roles and responsibilities:</p> <ul style="list-style-type: none"> <li>(a) ensuring that the Fund is managed in accordance with the Fund's objective as set out in the Fourth Schedule hereto;</li> <li>(b) ensuring that the Fund is managed in accordance with this Deed, the Prospectus and all relevant laws;</li> <li>(c) ensuring that the Fund is managed in accordance with all investment restrictions and policies applicable to the Fund;</li> <li>(d) ensuring that the Fund is managed in accordance with acceptable and efficacious practices within the unit trust industry in Malaysia;</li> </ul>		
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	<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>		
2.1(z)	<p>Clause 5.2.1:</p> <p>Subject to the provisions of this Deed, the Manager may delegate any function to any person with the prior approval of the relevant authorities except that such prior approval shall not be required in respect of the delegation of functions to a person already licensed by such relevant authorities.</p>	<p>Clause 5.2.1 has been amended to:</p> <p>The Manager shall notify the relevant authorities in writing in respect of the delegation of its material functions to any person. Subject to the provisions of this Deed, the Manager may appoint a fund manager to undertake its fund management function with the prior notification to the relevant authorities in writing. For the avoidance of doubt, the Trustee's approval is not required in any such situation.</p>	<p>Amended pursuant to paragraph 4.07 of the Revised GUTF.</p>
2.1(aa)	<p>Clause 5.4.1:</p> <p>The Manager and the Trustee and any delegate thereof shall avoid conflicts of interest arising or, if conflicts arise, shall ensure that the Fund is not disadvantaged by the transaction concerned.</p>	<p>Clause 5.4.1 has been amended to:</p> <p>The Manager and the Trustee and any delegate thereof shall avoid any conflicts of interest. Where a conflict cannot be avoided, appropriate safeguards shall be put in place to protect the interests of the Unit Holders and to ensure that the Fund is not disadvantaged by the transaction concerned.</p>	<p>Amended pursuant to paragraph 3.21 of the Revised GUTF.</p>
2.1(bb)	<p>Clause 5.4.3(a):</p> <p>the related party is a licensed institution or other institution licensed or approved to accept deposits; and</p>	<p>Clause 5.4.3(a) has been amended to:</p> <p>the related party is a financial institution; and</p>	<p>Amended as the definition of "financial institution" has been included to the Principal Deed.</p>



2.1(cc)	<p>Clause 5.4.7:</p> <p>The appointment or renewal 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 <b>of appointment</b> of any <b>fund</b> 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(dd)	<p>Clause 5.4.8:</p> <p>The prior approval of the Investment Committee shall be obtained before the use of any broker/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><b>The use of any broker, dealer or financial institution</b> in buying, selling or otherwise dealing with the securities, property or assets for or of the Fund <b>shall not exceed such limit as may be prescribed by the relevant laws.</b></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(ee)	<p>Clause 5.4.9:</p> <p>In approving any broker/dealer pursuant to Clause 5.4.8, the Investment Committee:</p> <p>(a) shall be satisfied that the dealings for or of the Fund will be effected by the broker/dealer on terms which are the best available for the Fund ("best execution" basis); and</p> <p>(b) shall prescribe a limit on the proportion of the broker's/dealer's dealings for or of the Fund in value.</p>	<p>Clause 5.4.9 has been amended to:</p> <p><b>The Manager shall be satisfied that the dealings for or of the Fund will be effected by the broker or dealer on terms which are the most favourable for the Fund ("best execution basis").</b></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 the Manager having an oversight function on the Fund.</p>
2.1(ff)	<p>Clause 5.4.10:</p> <p>In prescribing a limit under paragraph (b) of Clause 5.4.9, the Investment Committee shall consider:</p> <p>(a) the capabilities and services of the broker/dealer concerned; and</p> <p>(b) the desirability of keeping a good spread of brokers/dealers 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(gg)	<p>Clause 5.4.11:</p> <p>Notwithstanding Clauses 5.4.9 and 5.4.10, the use of any broker/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>	Deleted.	<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(hh)	<p>Clause 5.4.14:</p> <p>Notwithstanding Clause 5.4.13, goods and services (“soft commissions”) from any broker/dealer may be retained by the Manager or any delegate thereof, but only if the goods and services are of demonstrable benefit to the Unit Holders and:</p> <p>(a) dealings by the broker/dealer for the Fund are executed on terms which are the best available for the Fund (“best execution” basis);</p> <p>(b) the Manager’s or delegate’s intention to, or practice of, retaining soft commissions is adequately disclosed in the Prospectus; and</p> <p>(c) the Manager’s or delegate’s soft commission practices are adequately disclosed in the reports of the Fund; whether such goods and services have been received by the Manager or delegate shall be disclosed in any event.</p>	<p>Clause 5.4.14 has been amended to:</p> <p>Notwithstanding Clause 5.4.13, goods and services (“soft commissions”) <b>provided by</b> any broker <b>or</b> dealer may be retained by the Manager or <b>the fund manager</b> <b>if:</b></p> <p>(a) <b>the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services;</b></p> <p>(b) <b>any dealing</b> with the broker or dealer <b>is</b> executed on terms which are the <b>most favourable</b> for the Fund; <b>and</b></p> <p>(c) <b>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.</b></p>	Amended pursuant to paragraph 9.21 of the Revised GUTF.
2.1(ii)	<p>Clause 5.4.15(c):</p> <p>acceptable and efficacious business practice within the unit trust industry.</p>	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(jj)	<p>Clause 6.7.5:</p> <p>A higher sales charge than that disclosed in the 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 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.</p>	<p>Clause 6.7.5 has been amended to:</p> <p>A higher sales charge than that disclosed in the Prospectus may only be imposed if:</p> <p>(a) the Manager has notified the Trustee in writing of <b>the higher charge</b> and the effective date for the higher charge;</p> <p>(b) a supplemental prospectus <b>or replacement prospectus</b> in respect of the Fund setting out the higher charge is <b>registered, lodged and issued</b>; and</p> <p>(c) such time as may be prescribed by any relevant law has elapsed since the effective date of the supplemental prospectus <b>or replacement prospectus</b>.</p>	Amended pursuant to paragraph 7.03 of the Revised GUTF.
2.1(kk)	<p>Clause 6.7.6:</p> <p>Subject to all relevant laws, certain Unit Holders, as described in the Prospectus, may return Units to the Manager and request a refund on their investments in an amount determined in accordance with and disclosed in the Prospectus provided that such return is effected during the cooling-off period stated in the Prospectus.</p>	<p>Clause 6.7.6 has been amended to:</p> <p>Subject to all relevant laws, certain Unit Holders, as described in the Prospectus, may return Units to the Manager and request a refund on their investments in an amount determined in accordance with <b>the relevant laws</b> and <b>as</b> disclosed in the Prospectus provided that such return is effected during the cooling-off period stated in the Prospectus.</p>	Amended pursuant to paragraph 9.05 of the Revised GUTF.
2.1(ll)	<p>Clause 6.7.7:</p> <p>It is hereby declared that no Units shall be issued and sold by the Manager on the basis of the Prospectus later than such time as may be prescribed by any relevant law.</p>	Deleted.	Amended as the Fund is not a close-ended fund.

2.1(mm)	<p>Clause 6.8.1:</p> <p>The Manager shall redeem Units at the Redemption Price upon the proper request of a Unit Holder. Such request to redeem shall be submitted to the Manager in the manner prescribed in the Prospectus.</p>	<p>Clause 6.8.1 has been amended to:</p> <p><b>Subject to Clause 6.9, the</b> Manager shall <b>repurchase</b> Units at the Redemption Price upon the proper request of a Unit Holder, <b>unless the Manager has reasonable grounds not to do so</b>. Such request to redeem shall be submitted to the Manager in the manner prescribed in the Prospectus.</p>	<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.</p>
2.1(nn)	<p>Clause 6.8.8:</p> <p>A higher redemption charge than that disclosed in the 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 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.</p>	<p>Clause 6.8.8 has been amended to:</p> <p>A higher redemption charge than that disclosed in the Prospectus may only be imposed if:</p> <p>(a) the Manager has notified the Trustee in writing of <b>the higher charge</b> and the effective date for the higher charge;</p> <p>(b) a supplemental prospectus <b>or replacement prospectus</b> in respect of the Fund setting out the higher charge is <b>registered, lodged and</b> 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 <b>or replacement prospectus</b>.</p>	<p>Amended pursuant to paragraph 7.03 of the Revised GUTF.</p>
2.1(oo)	<p>Clause 6.9:</p> <p><b>6.9 Suspension of Dealing in Units</b></p>	<p>Clause 6.9 has been amended to:</p> <p><b>6.9 Suspension of Sale and/or Redemption of Units</b></p> <p><b>6.9.1</b> 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 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</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 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.</p> <p>6.9.3. 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</p>	<p>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>(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) The original Clauses 6.9.2 and 6.9.3 have been deleted pursuant to the revised Clause 6.9.1 to 6.9.3.</p>
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<p>2.1(pp)</p>	<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 may hold Units when complying with redemption requests and/or creating new Units to meet requests by applicants for Units.</p>	<p>Clause 6.11.1 has been amended to:</p> <p><b>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.</b></p>	<p>Amended pursuant to paragraph 3.20 of the Revised GUTF.</p>

2.1(qq)	<p>Clause 6.14:</p> <p><b>6.14 Publication of Net Asset Value per Unit</b></p> <p>6.14.1 Subject to any variations or exemptions which may be granted by the relevant authorities, the Manager must publish the Net Asset Value per Unit daily in at least one national Bahasa Malaysia newspaper and one national English newspaper.</p> <p>6.14.2 The Net Asset Value per Unit published should be the latest Net Asset Value per Unit calculated for the day before the relevant newspaper ceases to accept material for publication in the next edition.</p> <p>6.14.3 Unless otherwise prescribed by any relevant authority or any relevant law, the Manager may round up the Net Asset Value per Unit for publication in the newspaper to such number of decimal places that the Manager considers appropriate.</p>	<p>Clause 6.14 has been amended to:</p> <p><b>6.14 Publication of Net Asset Value per Unit</b></p> <p>6.14.1 Subject to any variations or exemptions which may be granted by the relevant authorities, the Manager shall publish the Net Asset Value per Unit of the Fund at least once on every Business Day or at such frequency or time as may be allowed by the relevant authorities.</p> <p>6.14.2 Unless otherwise prescribed by any relevant authority or any relevant law, the Manager may round up the Net Asset Value per Unit to such number of decimal places as may be prescribed by any relevant law and guideline for publication purposes.</p>	<p>Amended pursuant to paragraph 8.41 of the Revised GUTF.</p>
2.1(rr)	<p>Clause 7.1.4:</p> <p>If at any time there is a variation in the permitted investments of the Fund with the approval of the relevant authorities, the Manager shall notify all Unit Holders of such variation and ensure that such variation is disclosed in a prospectus supplemental to the Prospectus. The Trustee and the Manager shall modify the Seventh Schedule hereto by a supplemental deed to provide for such variation; for the avoidance of doubt, the consent of the Unit Holders shall not be required for the variation provided always that the approval of the relevant authorities has been obtained.</p>	<p>Clause 7.1.4 has been amended to:</p> <p>If at any time there is a variation in the permitted investments of the Fund, the Manager shall notify all Unit Holders of such variation and ensure that such variation is disclosed in the Prospectus. The Trustee and the Manager shall modify the Seventh Schedule hereto by a supplemental deed to provide for such variation; for the avoidance of doubt, the consent of the Unit Holders shall not be required for the variation.</p>	<p>Amended as a variation to the permitted investments of the Fund does not require approval from the relevant authorities.</p>

2.1(ss)	<p>Clause 7.2.3:</p> <p>In determining compliance with any investment restriction or limit, the holding of an investment and/or other instrument by the Fund may exclude any entitlement accruing on the investment and/or instrument held. Notwithstanding the aforesaid, the entitlement should not be exercised if the exercise would result in the breach of any limit or restriction. In respect, however, of the right of convertibility, such right may be exercised if it results in any breach of investment restriction or limit if the Manager has justifiable reasons and if the prior approval of the Trustee has been obtained; the Manager should in any event take all necessary steps or actions to rectify the breach within one (1) month of the date of the breach.</p>	<p>Clause 7.2.3 has been amended to:</p> <p>In determining compliance with any investment restriction or limit, the holding of an investment and/or other instrument by the Fund may exclude any entitlement accruing on the investment and/or instrument held. Notwithstanding the aforesaid, the entitlement should not be exercised if the exercise would result in the breach of any <b>investment limit or restriction.</b></p>	Amended pursuant to paragraph 6.45 of the Revised GUTF.
2.1(tt)	<p>Clause 7.2.4:</p> <p>The restrictions and limits set out in the Prospectus must be complied with at all times based on the most up to date value of the Fund and the value of its investments and instruments. However, 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 investments or 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 Prospectus must be complied with at all times based on the most up to date value of the Fund and the value of its investments and instruments. <b>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.</b></p>	Amended pursuant to paragraph 6.48 of the Revised GUTF.
2.1(uu)	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(vv)	<p>Clause 10.1.6:</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 any copy so requested to be sent to that person within a reasonable time.</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 any copy so requested to be sent to that person within such time as may be prescribed by the relevant law.</p>	Amended pursuant to section 310(2) of the CMSA.
2.1(ww)	<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 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 pursuant to section 312(2) of the CMSA.
2.1(xx)	<p>Clause 11.4.1:</p> <p>All duly registered Unit Holders shall be entitled to the benefit of and shall be bound by the provisions of this Deed for so long as they remain duly registered Unit Holders.</p>	<p>Clause 11.4.1 has been amended to:</p> <p>All duly registered Unit Holders shall be entitled to the benefit of and shall be bound by the provisions of this Deed for so long as they remain duly registered Unit Holders. This Deed is binding on each Unit Holder as if the Unit Holder has been a party to it.</p>	Amended pursuant to paragraph 11(a) of Schedule D of the Revised GUTF.
2.1(yy)	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>	Amended pursuant to paragraph 8 of Schedule D of the Revised GUTF.

		(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.	
2.1(zz)	<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 <b>him</b> 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 <b>company's shareholders'</b>, stockholders' or debenture holders' action.</p>	Amended for better clarity.
2.1(aaa)	<p>Clause 12.2.1:</p> <p>The Manager may determine the trust created and wind up the Fund in accordance with the relevant laws or with the prior approval of the relevant authorities.</p>	<p>Clause 12.2.1 has been amended to:</p> <p>The Manager may determine the trust created and wind up the Fund in accordance with the relevant laws. <b>Notwithstanding the aforesaid:</b></p> <p><b>(a) the Manager may, in consultation with the Trustee, terminate the trust and wind up the Fund if the termination of the Fund is in the best interest of the Unit Holders and the Manager deems it to be uneconomical for the Manager to continue managing the Fund; or</b></p> <p><b>(b) the Manager shall be entitled to terminate the Fund if the Fund is left with no Unit Holder.</b></p>	Amended pursuant to paragraph 9.25 of the Revised GUTF.
2.1(bbb)	<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>Clause 12.2.2 has been amended to:</p> <p>Upon the termination of the trust by the Manager, the <b>Manager</b> shall give to each Unit Holder of the Fund being wound up <b>a notice of such termination in accordance with the relevant laws</b>; the Manager shall notify the existing Unit Holders in writing of the following options:</p>	Amended pursuant to paragraph 9.27 of the Revised GUTF.

	<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 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>(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 collective investment 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 and regulations.</p>	
2.1(ccc)	<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 and the Manager shall indemnify the Trustee against any claims arising out of the Trustee's execution of this Deed provided always that such claims have not been caused by any failure on the part of the Trustee to exercise the degree of care and diligence required of a trustee as contemplated by this Deed and all relevant laws.</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 shall indemnify the Trustee against any claims arising out of the Trustee's execution of this Deed provided always that such claims have not been caused by any failure on the part of the Trustee to exercise the degree of care and diligence required of a trustee as contemplated by this Deed and all relevant laws;</p> <p>(c) the Manager and the Trustee shall notify the relevant authorities in such manner as may be prescribed by any relevant law; and</p> <p>(d) 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(ddd)	<p>Clause 12.4.3:</p> <p>The Manager and the Trustee shall as soon as they are aware that the Fund is to be terminated or wound up, and after the completion of the termination and winding up of the Fund, inform the relevant authorities of the same in such manner as may be prescribed by any relevant law.</p>	Deleted.	Amended as the same is provided in the revised Clauses 12.4.2(c) and 12.4.2(d).
2.1(eee)	<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 Prospectus unless:</p> <p>(a) the Manager has come to an agreement with the Trustee on the higher rate in accordance with Clause 13.1.3;</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;</p> <p>(c) a supplemental 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 is issued.</p>	<p>Clause 13.1.5 has been amended to:</p> <p>The Manager may not charge an annual management fee at a rate higher than that disclosed in the Prospectus unless:</p> <p>(a) the Manager has come to an agreement with the Trustee on the higher <b>rate</b>;</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; <b>such time as may be prescribed by any relevant law shall have elapsed since the notice is sent</b>;</p> <p>(c) a supplemental prospectus <b>or replacement prospectus</b> stating the higher rate is <b>registered, lodged and issued</b>; and</p> <p>(d) such time as may be prescribed by any relevant law shall have elapsed since the <b>date of the supplemental prospectus or replacement prospectus</b>.</p>	Amended pursuant to paragraph 7.13 of the Revised GUTF.
2.1(fff)	<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 Prospectus unless:</p> <p>(a) the Manager has come to an agreement with the Trustee on the higher rate;</p>	<p>Clause 13.2.8 has been amended to:</p> <p>The Trustee may not charge an annual trustee fee at a rate higher than that disclosed in the Prospectus unless:</p> <p>(a) the Manager has come to an agreement with the Trustee on the higher rate;</p>	Amended pursuant to paragraph 7.13 of the Revised GUTF.

	<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;</p> <p>(c) a supplemental 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 is issued.</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; <b>such time as may be prescribed by any relevant law shall have elapsed since the notice is sent;</b></p> <p>(c) a supplemental prospectus <b>or replacement prospectus</b> stating the higher rate is <b>registered, lodged and issued;</b> and</p> <p>(d) such time as may be prescribed by any relevant law shall have elapsed since the <b>date of the supplemental prospectus or replacement prospectus.</b></p>	
2.1(ggg)	<p>Clause 13.3.1(d):</p> <p>costs, fees and expenses incurred for the valuation of the Fund by independent valuers for the benefit of the Fund;</p>	<p>Clause 13.3.1(d) has been amended to:</p> <p><b>fees</b> for the valuation of any investment of the <b>Fund</b>;</p>	Amended pursuant to item (e) of the guidance to paragraph 7.18 of the Revised GUTF.
2.1(hhh)	<p>Clause 13.3.1(i):</p> <p>costs, fees and expenses incurred in engaging any valuer, adviser or contractor for the benefit of the Fund;</p>	<p>Clause 13.3.1(i) has been amended to:</p> <p>costs, fees and expenses incurred in engaging any <b>adviser</b> for the benefit of the Fund;</p>	Amended to remove the term “valuer” and “contractor.”
2.1(iii)	<p>Clause 13.3.1(m):</p> <p>remuneration and out of pocket expenses of the independent members of the Investment Committee, unless the Manager decides otherwise;</p>	<p>Clause 13.3.1(m) has been amended to:</p> <p>remuneration and out of pocket expenses of the <b>person(s) or members of a committee undertaking the oversight function of the Fund,</b> unless the Manager decides otherwise;</p>	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(jjj)	<p>Clause 14.2.15:</p> <p>Subject to Clause 14.2.16 and in respect of every distribution, the Manager shall send to every Unit Holder a statement detailing the nature and the amount of all distributions, whether capital and/or income and whether in the form of cash and/or further Units. In this regard, the Manager shall also</p>	<p>Clause 14.2.15 has been amended to:</p> <p>Subject to Clause 14.2.16 and in respect of every distribution, the Manager shall send to every Unit Holder a statement detailing the nature, <b>whether in the form of cash and/or further Units in lieu of cash,</b> and the amount of <b>income</b> distributed. In this regard, the Manager shall also declare in the statement:</p>	Amended pursuant to paragraph 9.12 of the Revised GUTF.

	declare in the statement the Net Asset Value per Unit prior to and subsequent to the distribution.	(a) the total returns of the Fund; and (b) the Net Asset Value per Unit prior to, and subsequent to, the distribution.	
2.1(kkk)	<p>Clause 14.2.16:</p> <p>In the case of a distribution determined by the Manager, in consultation with the Trustee, to be 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 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(III)	<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(mmm)	<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 give a true and fair view of the Fund's financial position as at the end of the Financial Year covered by the annual report, 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.

<p>2.1(nnn)</p>	<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 and interim reports of the Fund, stating whether, in the Trustee’s opinion:</p> <p>(a) the Manager has managed the Fund in the period under review in accordance with the limitations on the investment powers imposed by this Deed and all relevant laws;</p> <p>(b) the valuation and pricing of the Fund and the Units of the Fund have been carried out in accordance with this Deed and all relevant laws; and</p> <p>(c) the creation and cancellation of the Units of the Fund have been carried out in accordance with this Deed and all relevant laws.</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>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 <b>semi-annual report</b> of the Fund, stating whether, in the Trustee’s opinion:</p> <p>(a) the Manager has managed the Fund in the period under review in accordance with the limitations <b>imposed</b> on the investment powers of the Manager under this Deed, <b>the Prospectus, the Act</b> and all relevant laws;</p> <p>(b) the valuation and pricing of the Fund and the <b>Units</b> have been carried out in accordance <b>with the provisions of</b> this Deed, <b>the Prospectus, the Act</b> and all relevant laws;</p> <p>(c) the creation and cancellation of the <b>Units</b> have been carried out in accordance with <b>the provisions of</b> this Deed, <b>the Prospectus, the Act</b> and all relevant laws; and</p> <p>(d) <b>if there has been any distribution of income, whether the distribution of income by the Fund is appropriate and reflects the objective of the Fund.</b></p> <p>Where, in the Trustee’s opinion, the Manager has not done so, the Trustee <b>should disclose the shortcomings</b> 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 <b>and to prevent the recurrence of the shortcomings.</b></p>	<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>
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2.1(ooo)	<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 <b>manner</b>;</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(ppp)	<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 payment of a reasonable sum as may be determined by the Manager;</p>	<p>Clause 16.1.1(n) has been amended to:</p> <p>upon request from a Unit Holder, send a copy of the <b>audited</b> annual report of the Manager 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 for better clarity.</p>
2.1(qqq)	<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 and the Trustee;</p>	<p>Clause 16.1.1(o) has been amended to:</p> <p><b>send</b> to each of the Unit Holders without charge, a copy of the <b>semi-annual</b> 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 <b>semi-annual</b> 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 <b>Manager</b>;</p>	<p>Amended pursuant to the change in terminology of “interim report” to “semi-annual report” as per the Revised GUTF.</p> <p>The deletion of “by post” is to allow the Manager the flexibility to send a copy of the semi-annual and annual reports of the Fund to the unit holders using the preferred method of communication selected by the unit holders (e.g. email).</p>
2.1(rrr)	<p>Clause 16.1.1(p):</p> <p>attach, together with the interim and annual 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>	<p>Clause 16.1.1(p) has been amended to:</p> <p>attach, together with the <b>semi-annual</b> and annual 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>	<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>



	<p>(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;</p> <p>(2) carried out pricing and valuation in accordance with the provisions of this Deed, the Act and all relevant laws;</p> <p>(3) created and cancelled Units in accordance with the provisions of this Deed, the Act and all relevant laws; and</p> <p>(4) if there has been any distribution of income, distributed such income in accordance with the objective of the Fund;</p> <p>and, if it has not done so, the respects in which the Manager has not done so and the steps which the Trustee has taken in respect thereof;</p>	<p>(1) managed the Fund in accordance with the limitations imposed on the investment powers of the <b>Manager</b> under this Deed, <b>the Prospectus</b>, the Act and all relevant laws;</p> <p>(2) carried out pricing and valuation in accordance with the provisions of this Deed, <b>the Prospectus</b>, the Act and all relevant laws;</p> <p>(3) created and cancelled Units in accordance with the provisions of this Deed, <b>the Prospectus</b>, the Act and all relevant laws; and</p> <p>(4) if there has been any distribution of income, distributed such income <b>appropriately and reflects</b> the objective of the Fund.</p> <p><b>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;</b></p>	
2.1(sss)	<p>Clause 16.1.1(r):</p> <p>The Manager shall convene a Unit Holders' meeting to obtain the approval of not less than two-thirds of all Unit Holders where the interests of the Unit Holders may be materially prejudiced by any changes to the Fund.</p>	<p>Clause 16.1.1(r) has been amended to:</p> <p><b>convene</b> a Unit Holders' meeting to obtain approval of not less than two-thirds <b>(2/3)</b> of all Unit Holders <b>present and voting at a Unit Holders' meeting</b> where the interests of the Unit Holders may be materially prejudiced by any changes to the Fund.</p>	Amended pursuant to paragraph 3.07(o) of the Revised GUTF.
2.1(ttt)	<p>Clause 16.2.1(a):</p> <p>ensure that the Fund has at all times an appointed management company;</p>	<p>Clause 16.2.1(a) has been amended to:</p> <p>ensure that the Fund has at all times an <b>approved</b> management company;</p>	Amended pursuant to paragraph 6.09(a) of the Revised CMSP.

2.1(uuu)	<p>Clause 17.1.1:</p> <p>Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders, at the registered office of the Manager, summon a meeting of the Unit Holders by:</p> <p>(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;</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>Clause 17.1.1 has been amended to:</p> <p>Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty-one (21) days of receiving a direction from not less than fifty (50) or one-tenth (1/10), whichever is less, of all the Unit Holders, at the registered office of the Manager, summon a meeting of the Unit Holders by:</p> <p>(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 at the Unit Holder's last known address or, in the case of Jointholders, at the Jointholder whose name stands first in the records of the Manager to the Jointholder's last known address;</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>Amended pursuant to sections 305(2) and 305(3)(a) of the CMSA.</p>
2.1(vvv)	<p>Clause 17.2.3(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 17.2.3(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 Clause 6.9 of the Principal Deed as amended by the Third Supplemental Deed.</p>

2.1(www)	<p>Clause 17.3.2:</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 Manager for the purpose of authorising the exercise of the right to vote by the Manager and/or the Trustee in respect of any 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 shares are so held shall be summoned in the manner set out in Clause 17.3.1.</p>	Deleted.	Amended as the requirement in this clause has been removed from the Revised GUTF.
2.1(xxx)	<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 shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders shall be two (2) Unit Holders, whether present in person or by proxy.</p> <p>(b) If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation at the time of the meeting.</p> <p>(c) If the Fund has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders.</p>	Amended pursuant to paragraph 9.51 of the Revised GUTF.

2.1(yyy)	Nil.	<p>New Clause 17.4.1A and Clause 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 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>	Amended to provide unit holders with the additional option to participate in a virtual meeting.
2.1(zzz)	<p>Clause 17.4.2:</p> <p>Unless otherwise prescribed by the relevant laws, a Unit Holders' meeting summoned pursuant to this Clause 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</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 Clause 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</p>	Amended pursuant to section 305(4) of the CMSA and to provide unit holders with the additional option to participate in a virtual meeting.

	<p>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 (“the Chairman”).</p>	<p>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 <b>Manager;</b></p> <p>(c) be conducted in accordance with this Deed, or if <b>no provisions were made pursuant to this Deed,</b> as directed by the chairman of the meeting; and</p> <p>(d) <b>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.</b></p>	
2.1(aaaa)	<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. <b>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.</b></p>	<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 to the Manager at the email address notified by the Manager.</p>

2.1(bbbb)	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(cccc)	Nil.	<p>A new Clause 22.10 has been inserted:</p> <p><b>22.10 Tax</b></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 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.</p>	Amended to include the provision on tax.
2.1(dddd)	Nil.	<p>A new Clause 22.11 has been inserted:</p> <p><b>22.11 Investments in Assets Which Depreciates in Value</b></p> <p>22.11.1 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(eeee)	<p>Item (e) of the Seventh Schedule:</p> <p>Shariah-compliant securities listed on a foreign stock exchange where the regulatory authorities are the ordinary or associate members of the International Organization of Securities Commissions (IOSCO);</p>	<p>Item e. of the Seventh Schedule has been amended to:</p> <p>Shariah-compliant securities listed on a foreign stock exchange;</p>	Amended 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).

2.1(ffff)	<p>Paragraph 3 of the Tenth Schedule:</p> <p>The appointment of the Shariah Committee or Shariah Adviser for the Fund shall be approved by the relevant authorities in accordance with all relevant laws.</p>	Deleted.	Amended as the appointment of Shariah Committee or Shariah Adviser does not require relevant authorities' approval.
2.1(gggg)	<p>Paragraph 12 of the Tenth Schedule:</p> <p>Accordingly, the Shariah Committee or Shariah Adviser shall prepare a report to be included in the interim and annual reports of the Fund certifying whether the Fund has been managed and administered in accordance with Shariah requirements for the period concerned.</p>	<p>Paragraph 12 of the Tenth Schedule has been amended to:</p> <p>Accordingly, 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 operated and managed in compliance with Shariah, including rulings, principles and concepts endorsed by the SACSC for the period concerned.</p>	Amended pursuant to paragraph 29.01(b) of the Guidelines on Islamic Capital Market Products and Services.
2.1(hhhh)	<p>Paragraph 15 of the Tenth Schedule:</p> <p>Notwithstanding anything herein contained, Clause 2.2.1 of this Deed shall be read as, "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 Shariah-compliant investments and acquire assets for the Fund and the power to dispose of such Shariah-compliant investments and assets shall vest in the Manager".</p>	<p>Paragraph 15 of the Tenth Schedule has been amended to:</p> <p>Notwithstanding anything herein contained, Clause 2.2.1 of this Deed shall be read as, "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 Shariah-compliant investments and acquire assets for the Fund and the power to dispose of such Shariah-compliant investments and assets shall vest in the Manager."</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.

2.1(iiii)	<p>Paragraph 18 of the Tenth Schedule:</p> <p>Notwithstanding anything herein contained, Clause 5.4.3 of this Deed shall be read as follows:</p> <p>“Cash or other Shariah-based liquid assets of the Fund may only be placed in any current or deposit account (Shariah-based) with a related party of the Manager or the Trustee or any delegate thereof if:</p> <p>(a) the related party is a licensed institution or other institution licensed or approved to accept Shariah-based deposits; and</p> <p>(b) the terms of the Shariah-based deposit are the best available for the Fund and are no less favourable to the Fund than an arm’s length transaction between independent parties”.</p>	<p>Paragraph 18 of the Tenth Schedule has been amended to:</p> <p>Notwithstanding anything herein contained, Clause 5.4.3 of this Deed shall be read as follows:</p> <p>“Cash or other <b>Islamic</b> liquid assets of the Fund may only be placed in any <b>Islamic</b> current or <b>Islamic</b> deposit account with a related party of the Manager or the Trustee or any delegate thereof if:</p> <p>(a) the related party is a <b>financial institution</b>; and</p> <p>(b) the terms of the <b>Islamic</b> deposit are the best available for the Fund and are no less favourable to the Fund than an arm’s length transaction between independent parties.”</p>	<p>Amended as the definition of “financial institution” has been included to the Principal Deed and to update the Islamic terminologies.</p>
2.1(jjjj)	<p>Paragraph 21 of the Tenth Schedule:</p> <p>Notwithstanding anything herein contained, Clause 5.4.8 of this Deed shall be read as, “The prior approval of the Investment Committee shall be obtained before the use of any broker/dealer in buying, selling or otherwise dealing with the Shariah-compliant securities, property or assets for or of the Fund”.</p>	<p>Paragraph 21 of the Tenth Schedule has been amended to:</p> <p>Notwithstanding anything herein contained, Clause 5.4.8 of this Deed shall be read as, “<b>The use of any broker, dealer or financial institution</b> in buying, selling or otherwise dealing with the Shariah-compliant securities, property or assets for or of the Fund <b>shall not exceed such limit as may be prescribed by the relevant laws.</b>”</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(kkkk)	<p>Paragraph 23 of the Tenth Schedule:</p> <p>Notwithstanding anything herein contained, Clause 5.4.15 of this Deed shall be read as follows:</p> <p>“The Manager and the Trustee shall ensure that all dealings in the Shariah-compliant securities, property and assets of the Fund are appropriate to the Fund and consistent with:</p>	<p>Paragraph 23 of the Tenth Schedule has been amended to:</p> <p>Notwithstanding anything herein contained, Clause 5.4.15 of this Deed shall be read as follows:</p> <p>“The Manager and the Trustee shall ensure that all dealings in the Shariah-compliant securities, property and assets of the Fund are appropriate to the Fund and consistent with:</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>



	<p>(a) the objective of the Fund as set out in the Fourth Schedule hereto;</p> <p>(b) this Deed and all relevant laws; and</p> <p>(c) acceptable and efficacious business practice within the unit trust industry.”</p>	<p>(a) the objective of the Fund as set out in the Fourth Schedule hereto; and</p> <p>(b) this Deed and all relevant <b>laws.</b>”</p>	
2.1(III)	<p>Paragraph 28 of the Tenth Schedule:</p> <p>Notwithstanding anything herein contained, Clause 6.7.6 of this Deed shall be read as, “Subject to all relevant laws, certain Unit Holders, as described in the Prospectus, may return Units to the Manager and request a refund on their Shariah-compliant investments in an amount determined in accordance with and disclosed in the Prospectus provided that such return is effected during the cooling-off period stated in the Prospectus”.</p>	<p>Paragraph 28 of the Tenth Schedule has been amended to:</p> <p>Notwithstanding anything herein contained, Clause 6.7.6 of this Deed shall be read as, “Subject to all relevant laws, certain Unit Holders, as described in the Prospectus, may return Units to the Manager and request a refund on their Shariah-compliant investments in an amount determined in accordance with <b>the relevant laws</b> and <b>as</b> disclosed in the Prospectus provided that such return is effected during the cooling-off period stated in the Prospectus.”</p>	Amended pursuant to paragraph 9.05 of the Revised GUTF.
2.1(mmmm )	<p>Paragraph 30 of the Tenth Schedule:</p> <p>Notwithstanding anything herein contained, Clause 7.2.3 of this Deed shall be read as, “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 limit or restriction. In respect, however, of the right of convertibility, such right may be exercised if it results in any breach of investment restriction or limit if the Manager has justifiable reasons and if the prior approval of the Trustee has been obtained; the Manager should in any event take all necessary steps or actions to rectify the breach within one (1) month of the date of the breach”.</p>	<p>Paragraph 30 of the Tenth Schedule has been amended to:</p> <p>Notwithstanding anything herein contained, Clause 7.2.3 of this Deed shall be read as, “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 <b>investment</b> limit or restriction.”</p>	Amended pursuant to paragraph 6.45 of the Revised GUTF.

2.1(nnnn)	<p>Paragraph 31 of the Tenth Schedule:</p> <p>Notwithstanding anything herein contained, Clause 7.2.4 of this Deed shall be read as, “The restrictions and limits set out in the Prospectus must be complied with at all times based on the most up to date value of the Fund and the value of its 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 Shariah-compliant investments or 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>Paragraph 31 of the Tenth Schedule has been amended to:</p> <p>Notwithstanding anything herein contained, Clause 7.2.4 of this Deed shall be read as, “The restrictions and limits set out in the Prospectus must be complied with at all times based on the most up to date value of the Fund and the value of its Shariah-compliant investments and instruments. <b>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.</b>”</p>	Amended pursuant to paragraph 6.48 of the Revised GUTF.
2.1(oooo)	<p>Paragraph 43 of the Tenth Schedule:</p> <p>Notwithstanding anything herein contained, Clause 12.2.2 of this Deed shall be read as follows:</p> <p>“Upon the termination of the trust by the Manager, the Manager shall as soon as practicable, give to each Unit Holder of the Fund being wound up a 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 Shariah-compliant 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>Paragraph 43 of the Tenth Schedule has been amended to:</p> <p>Notwithstanding anything herein contained, Clause 12.2.2 of this Deed shall be read as follows:</p> <p>“Upon the termination of the trust by the Manager, the <b>Manager shall</b> give to each Unit Holder of the Fund being wound up <b>a notice of such termination in accordance with the relevant laws</b>; 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 Shariah-compliant 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>	Amended pursuant to paragraph 9.27 of the Revised GUTF.

	<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>(b) to use the net cash proceeds to invest in any other collective investment 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 and regulations.”</p>	
2.1(pppp)	<p>Paragraph 45 of the Tenth Schedule:</p> <p>Notwithstanding anything herein contained, Clause 13.3.1 of this Deed shall be read as follows:</p> <p>“Only the expenses (or part thereof) which are directly related and necessary in operating and administering the Fund may be charged to the Fund. These would include (but are not limited to) the following:</p> <p>(a) commissions/fees paid to brokers/dealers in effecting dealings in the Shariah-compliant investments of the Fund, shown on the contract notes or confirmation notes;</p> <p>(b) taxes and other duties charged on the Fund by the government and/or other authorities;</p> <p>(c) costs, fees and expenses properly incurred by the Auditor;</p> <p>(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;</p> <p>(e) costs, fees and expenses incurred for any modification of this Deed save where such modification is for the benefit of the Manager and/or the Trustee;</p>	<p>Paragraph 45 of the Tenth Schedule has been amended to:</p> <p>Notwithstanding anything herein contained, Clause 13.3.1 of this Deed shall be read as follows:</p> <p>“Only the expenses (or part thereof) which are directly related and necessary in operating and administering the Fund may be charged to the Fund. These would include (but are not limited to) the following:</p> <p>(a) commissions/fees paid to brokers/dealers in effecting dealings in the Shariah-compliant investments of the Fund, shown on the contract notes or confirmation notes;</p> <p>(b) taxes and other duties charged on the Fund by the government and/or other authorities;</p> <p>(c) costs, fees and expenses properly incurred by the Auditor;</p> <p>(d) fees for the valuation of any Shariah-compliant investment of the Fund;</p> <p>(e) costs, fees and expenses incurred for any modification of this Deed save where such modification is for the benefit of the Manager and/or the Trustee;</p>	<p>(a) Amended pursuant to item (e) of the guidance to paragraph 7.18 of the Revised GUTF.</p>

<p>(f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;</p> <p>(g) costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of any asset of the Fund;</p> <p>(h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;</p> <p>(i) costs, fees and expenses incurred in engaging any valuer, adviser or contractor for the benefit of the Fund;</p> <p>(j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;</p> <p>(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;</p> <p>(l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);</p> <p>(m) remuneration and out of pocket expenses of the independent members of the Investment Committee, unless the Manager decides otherwise;</p>	<p>(f) costs, fees and expenses incurred for any meeting of the Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee;</p> <p>(g) costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of any asset of the Fund;</p> <p>(h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed investment of the Fund;</p> <p>(i) costs, fees and expenses incurred in engaging any <b>adviser</b> for the benefit of the Fund;</p> <p>(j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;</p> <p>(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;</p> <p>(l) costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any asset of the Fund, including proceedings against the Trustee or the Manager by the other for the benefit of the Fund (save to the extent that legal costs incurred for the defence of either of them are not ordered by the court to be reimbursed by the Fund);</p> <p>(m) remuneration and out of pocket expenses <b>person(s) or members of a committee undertaking the oversight function of the Fund</b>, unless the Manager decides otherwise;</p>	<p>(b) Amended to remove the term “valuer” and “contractor.”</p> <p>(c) 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.</p>
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	<p>(n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority; and</p> <p>(o) (where the custodial function is delegated by the Trustee) costs, fees and charges payable to a custodian of the foreign assets or investments of the Fund duly appointed by the Trustee.”</p>	<p>(n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority; and</p> <p>(o) (where the custodial function is delegated by the Trustee) costs, fees and charges payable to a custodian of the foreign assets or investments of the Fund duly appointed by the Trustee.”</p>	
2.1(qqqq)	<p>Paragraph 50 of the Tenth Schedule:</p> <p>Notwithstanding anything herein contained, Clause 16.2.1 of this Deed shall be read as follows:</p> <p>“The Trustee hereby covenants that it shall:</p> <p>(a) ensure that the Fund has at all times an appointed management company;</p> <p>(b) exercise all due diligence and vigilance in carrying out its functions and duties and in safeguarding the rights and interests of the Unit Holders;</p> <p>(c) take custody and control of all the Shariah-compliant securities, property and assets of the Fund and hold them in trust for the Unit Holders in accordance with the provisions of this Deed, the Act and all relevant laws;</p> <p>(d) ensure that the Manager does not make improper use of its position in managing the Fund to gain, directly or indirectly, an advantage for itself or for any other person or to cause detriment to the interests of Unit Holders;</p>	<p>Paragraph 50 of the Tenth Schedule has been amended to:</p> <p>Notwithstanding anything herein contained, Clause 16.2.1 of this Deed shall be read as follows:</p> <p>“The Trustee hereby covenants that it shall:</p> <p>(a) ensure that the Fund has at all times an <b>approved</b> management company;</p> <p>(b) exercise all due diligence and vigilance in carrying out its functions and duties and in safeguarding the rights and interests of the Unit Holders;</p> <p>(c) take custody and control of all the Shariah-compliant securities, property and assets of the Fund and hold them in trust for the Unit Holders in accordance with the provisions of this Deed, the Act and all relevant laws;</p> <p>(d) ensure that the Manager does not make improper use of its position in managing the Fund to gain, directly or indirectly, an advantage for itself or for any other person or to cause detriment to the interests of Unit Holders;</p>	Amended pursuant to paragraph 6.09(a) of the Revised CMSP.

	<p>(e) keep or cause to be kept proper accounts in relation to the Shariah-compliant investments and properties of the Fund;</p> <p>(f) ensure that proper records are kept of all transactions, dividends, profits and income received and distributed in respect of the Fund; and</p> <p>(g) cause the accounts referred to in paragraph (e) of this Clause 16.2.1 to be audited at the end of each Financial Year by the Auditor”.</p>	<p>(e) keep or cause to be kept proper accounts in relation to the Shariah-compliant investments and properties of the Fund;</p> <p>(f) ensure that proper records are kept of all transactions, dividends, profits and income received and distributed in respect of the Fund; and</p> <p>(g) cause the accounts referred to in paragraph (e) of this Clause 16.2.1 to be audited at the end of each Financial Year by the Auditor.”</p>	
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