as such references have been made in the First Supplemental Prospectus.

BIMB ESG SUKUK FUND ("FUND")

LIST HIGHLIGHTING THE AMENDMENTS FROM THE PROSPECTUS DATED 1 AUGUST 2018 ("PRINCIPAL PROSPECTUS") AS MODIFIED BY THE FIRST SUPPLEMENTAL PROSPECTUS ("FIRST SUPPLEMENTAL PROSPECTUS") IN RELATION TO THE FUND.

NO.	PRINCIPAL PROSPECTUS	FIRST SUPPLEMENTAL PROSPECTUS	REASON FOR AMENDMENT AND COMPLIANCE WITH PARAGRAPHS 9.70 – 9.72 OF THE GUIDELINES ON UNIT TRUST FUNDS ("GUTF")			
The p	General: The proposed amendments to the Principal Prospectus as set out in the First Supplemental Prospectus essentially entail the amendments to be in line w he GUTF (Revised: 28 November 2022).					
are n		proposed amendments to the Principal Prospectus as se cision to stay invested in the Fund as there is no change idance to paragraph 9.71(a) of the GUTF.				
amer	ndment via a written notice at least 14 days before the	that will affect unit holders' decision to stay invested in the date of the First Supplemental Prospectus, unless other				
			Amended pursuant to change in terminology and for clarity purpose.			
Reference to " GST " in the Prospectus has been deleted in its entirety. Deleted as Goods and Servi 2014 has been repealed.						
2.	Nil.	Section 1 - Glossary, "baitulmal", "BEST Invest App", "ESG Book" and "Shariah Supervisory Boards"	Amended to include the references to "baitulmal", "BEST Invest App", "ESG Book" and "Shariah Supervisory Boards"			

Refers to the treasury of a

Islamic

Religious

State

Council.

"baitulmal"

			"ESG Book"	BIMB Investment Electronic Shariah-Investing Tool, a non-automated, discretionary robointelligence unit trust online investing platform approved by the SC and fully managed by BIMB Investment. Previously known as Arabesque S-Ray. ESG Book is a global leader in sustainability data and technology. Incubated by Arabesque in 2018, ESG Book combines cutting-edge technology and proprietary research. Please refer to	
				htttps://www.esgbook,com/abo ut-us/ for further details.	
			"Shariah	Refers to independent bodies	
			Supervisory	of specialised jurists in Fiqh al-	
			Boards"	mua'malat (Islamic commercial jurisprudence).	
3.		lossary, "Cooling-off Right", et", "Prospectus", "SAC",		Glossary, "Cooling-off Right", set", "Prospectus", "SAC",	Amended for clarity purpose.
		riah Committee", "Sukuk" and		riah <mark>Adviser</mark> ", "Sukuk" and "US	
	"US (United Stat		(United States) F		
	"Cooling-off Right"	Refers to your right to apply for and receive a refund for every Unit that you paid for, provided that this is exercised within the Cooling-off Period and you are investing in any funds managed by the Manager for the first time. This right is not applicable to you if you are:	"Cooling-off Right"	Refers to your right to apply for and receive a refund for every Unit that you paid for, provided that this is exercised within the Cooling-off Period and you are investing in any funds managed by the Manager for the first time. This right is not applicable to you if you are:	

	A staff of the Manager; or Person registered with a body approved by the SC to deal in unit trusts. You will be refunded within 10 days from our receipt of the cooling-off request.		 a) A staff of the Manager; b) A corporation or institutional investor; or c) A person registered with a body approved by the SC to deal in unit trusts. You will be refunded within 7 Business Days from our receipt of the cooling-off 	
"Eligible Market"	A market which is regulated by a regulatory authority, operates regularly, is open to the public and has adequate liquidity for the purposes of the Fund.	"Eligible Market"	request. An exchange, government securities market or an overthe-counter market that is regulated by a regulatory authority of that jurisdiction; that is open to the public or to a substantial number of market participants; and on which financial instruments are regularly traded.	
"Prospectus"	This offer document in respect of this Fund.	"Prospectus"	Means the prospectus of the Fund and includes any supplementary or replacement prospectus, as the case may be.	
"SAC"	The Shariah Advisory Council of the SC.	"SAC" "Shariah	The Shariah Advisory Council. The Shariah adviser appointed	
"Shariah"	Islamic law, originating from the <i>Qur'an</i> (the holy book of Islam), and its practices and explanations rendered by the prophet Muhammad (<i>pbuh</i>) and <i>ijtihad</i> of <i>ulamak</i> (personal effort by qualified Shariah scholars to determine the true rulling of the divine law on	Adviser" "Shariah"	by the Manager to advise on all aspects of the Fund in accordance with Shariah principles. Islamic law comprising the whole body of rulings pertaining to human conducts derived from sources of the Shariah namely the Qur`an	

	matters whose revelations are not explicit).		Sunnah (practices and explanations rendered by the	
"Shariah	The Shariah committee		Prophet Muhammad (pbuh))	
Committee"	appointed by the Manager to		and other sources of Shariah	
	advise on all aspects of the		such as <i>ljtihad</i> (exertion of	
	Fund in accordance with		individual efforts to determine	
	Shariah principles.		the true ruling of the divine law	
			on matters whose revelations	
			are not explicit) <mark>of Shariah</mark>	
			scholars.	
"Sukuk"	refers to certificates of equal	"Sukuk"	Means certificates of equal	
	value which evidence		value which evidence	
	undivided ownership or		undivided ownership or	
	investment in the assets using		investment in the assets using	
	Shariah principles and		Shariah principles and	
	concepts endorsed by the		concepts endorsed by the SAC	
	SAC or the relevant Shariah		of the SC or any relevant	
	supervisory board and/or the		Shariah Supervisory Boards	
	Shariah Committee of the		and/or the Shariah Adviser.	
	Fund.			
"US (United	U.S. (United States) Person(s)	"US (United	A citizen or resident of the	
States)	means:	States)	United States of America, a	
Person"	(a) a United States citizen or	Person	partnership organized or	
. 5.55	resident;		existing under the laws of any	
	(b) a United States		state, territory or possession of	
	partnership;		the United States of America,	
	(c) a United States		or a corporation organised	
	corporation;		under the laws of the United	
	(d) any estate or trust other		States of America or of any	
	than a foreign estate or foreign		state, territory or possession	
	trust (see internal revenue		thereof, or any estate or trust,	
	code section 7701(a)(31) for a		other than an estate or trust the	
	definition of a foreign estate		income of which from sources	
	and a foreign trust);		outside the United States of	
	(e) any definition as may be		America is not includable in	
	prescribed under the Foreign		gross income for purpose of	
	Account Tax Compliance Act		computing United States	
	Account Tax Compliance Act		income tax payable by it.	

	(FATCA), as may be amended from time to time.		
4.	Section 2 – Corporate Directory, Manager	Section 2 - Corporate Directory, Manager, telephone number of registered office	Amended pursuant to paragraph 3.05(b), part II of the Prospectus Guidelines for Collective Investment Schemes
	Registered Office	Registered Office	("PGCIS")
	Level 32, Menara Bank Islam, No. 22, Jalan Perak,	Level 32, Menara Bank Islam, No. 22, Jalan Perak,	
	50450 Kuala Lumpur.	50450 Kuala Lumpur. Tel: +603-2088 8000	
5.	Section 2 - Corporate Directory, Shariah Committee	Section 2 – Corporate Directory, Shariah Adviser	Amended pursuant to change of the Shariah Adviser.
	SHARIAH COMMITTEE	SHARIAH ADVISER	
		BIMB Securities Sdn Bhd [199401004484	
	Ustaz Dr. Ahmad Shahbari @ Sobri bin Salamon (Chairman)	(290163-X)]	
	Ustaz Dr. Yusof bin Ramli	Registered Office 32nd Floor, Menara Bank Islam, No. 22 Jalan	
	(Committee Member)	Perak,	
	Ustazah Dr. Asmak binti Ab. Rahman	50450 Kuala Lumpur. Tel: +603-2726 7814	
	(Committee Member)	Fax: +603-2088 8033	
		Business Office Level 32, Menara Multi-Purpose, Capital Square,	
		No. 8, Jalan Munshi Abdullah,	
		50100 Kuala Lumpur. Tel: +603-2613 1600	
		Fax: +603-2613 1799 Email: shariah@bimbsec.com.my	
		Website: www.bimbsec.com.my	
6.	Section 2 – Corporate Directory, Trustee, Business Office	Section 2 – Corporate Directory, Trustee, Business Office	Amended to update the Trustee's information as at the latest practicable date ("LPD") of the First Supplemental

Prospectus and pursuant to paragraph **SCBMB Trustee Berhad SCBMB Trustee Berhad** 3.05(c), part II of the PGCIS. **Registered Office Registered Office** Level 16. Menara Standard Chartered. Level 25, Equatorial Plaza, 30 Jalan Sultan Ismail, <mark>Jalan</mark> Sultan Ismail. 50250 Kuala Lumpur 50250 Kuala Lumpur Tel: 03-2117 7777 Tel: 03-2781 7429/03 - 2171 5141 **Business Office Business Office** Level 25, Equatorial Plaza, Level 13A. Menara Standard Chartered. 30 Jalan Sultan Ismail, <mark>Jalan</mark> Sultan Ismail, 50250 Kuala Lumpur 50250 Kuala Lumpur Tel: 03-2781 7429/03 - 2171 5141 Tel: 03-76829712 / 03-76829710 / 03-76829704 Fax: 03-2711 6060 Email: my.trustee@sc.com Email: my.trustee@sc.com Website: www.sc.com/mv/trustee Section 3 - Detailed Information of the Fund. Section 3 - Detailed Information of the Fund. Amended pursuant to change of name 7. Section 3.4 – Investment Policy and Strategy Section 3.4 - Investment Policy and Strategy from Arabesque S-Ray® to S-Ray® and for clarity purpose. The investment strategy has the following principles: The investment strategy has the following principles: Investment must be based on the Shariah Shariah screening to ensure the Fund invest in Shariah-compliant investment. The Shariah Investment Guidelines as disclosed in Section screening methodology is explained in Section 5.1 to ensure Shariah compliance of the Fund. 5.2: Shariah Investment Process. • ESG and UNGC analysis that uses information ESG and UNGC analysis that uses information from sources including but not limited to from sources including but not limited to S-Ray® Arabesque S-Ray[™] and issuer information. and issuer information. S-Ray® is ESG Book Arabesque S-Ray™ is Arabesque Asset proprietary assessment of non-financial risk Management Ltd's proprietary assessment of factors such as ESG issues as well as alignment non-financial risk factors such as ESG issues as with the principles of the UNGC. well as alignment with the principles of the UNGC. ➤ UNGC: Through Arabesque S-RayTM, > UNGC: Through S-Ray®, companies with companies with poor performance on the poor performance on the UNGC principles

UNGC principles regarding human rights, labour rights, environment and anti-corruption are excluded.

➤ ESG: Through Arabesque S-RayTM, companies with poor performance on ESG topics are excluded. The S-RayTM methodology identifies and weighs ESG metrics based on their material (positive or negative) impact on financial performance.

- regarding human rights, labour rights, environment and anti- corruption are excluded.
- ➤ ESG: Through S-Ray®, companies with poor performance on ESG topics are excluded. The S-Ray® methodology identifies and weighs ESG metrics basedon their material (positive or negative) impact on financial performance.
- The Fund's investable universe is assessed for sustainability performance by leveraging on scoring from sustainability analytics provider including but not limited to S-Ray®. Securities issued by issuers with sustainability score of lower than 25%* of the available score range is excluded. The Fund also recognizes securities issued under established sustainability guidelines including but not limited to green bond principles, social bond principle, sustainability bond guidelines, ASEAN bond standards and SC's SRI sukuk and SRI-linked sukuk framework.

Note: The 25% minimum score threshold is based on the Manager's internal policy and has been selected as the Manager is of the view that an issuer with a score of at least 25% would have a minimum commitment/disclosure and steps taken towards sustainability.

For private company where sustainability rating is not available, internal assessment on adequacy of issuer's commitment to sustainability will be taken into account before being approved and included in the investable universe. The Manager will first look at the issuer's mission statement on commitment to

- Economic analysis based on analysis on Malaysia and global economic data, central bank"s decisions, yield curve movements and currency.
- Credit analysis based on analysis on industry; issuer quality including balance sheet, cash flows, profitability, debt repayment ability, financial ratios, management and business; terms and conditions of issue; rating rationale; profit rate; yield and duration. The credit analysis emphasise on the issuers" ability to repay principal and profit on a timely basis and to mitigate credit risk.
- Portfolio construction involves the Sukuk selection and weighting based on its expected return and risk.

sustainability and whether there are specific goals to be achieved by certain deadlines. Subsequently, the Manager will assess the implementation and execution of the plans (i.e., whether enough steps are taken towards achieving the goals). The Manager will look for ESG disclosure in annual reports (if available) and/or ESG related disclosure on the issuer's website. Additionally, especially in the case of primary issuances, engagement at the beginning is an important avenue for the Manager to gauge and assess the issuer's ESG commitment, mission, targets and progress.

- Economic analysis based on analysis on Malaysia and global economic data, central bank"s decisions, yield curve movements and currency.
- Credit analysis based on analysis on industry; issuer quality including balance sheet, cash flows, profitability, debt repayment ability, financial ratios, management and business; terms and conditions of issue; rating rationale; profit rate; yield and duration. The credit analysis emphasise on the issuers" ability to repay principal and profit on a timely basis and to mitigate credit risk.
- Portfolio construction involves the Sukuk selection and weighting based on its expected return and risk.

The Fund will also invest in Islamic money market instruments and placement of Islamic deposits with Islamic financial institutions. The Manager will identify and select Islamic money market instruments and Islamic deposits based on the issuer's or the financial institution's sustainability

8.	Section 3 – Detailed Information of the Fund, Section 3.5 – Sustainable and Responsible Investment	score. Please see the second bullet above for information in relation to sustainability score based on ESG and UNGC analysis. Section 3 – Detailed Information of the Fund, Section 3.5 – Sustainable and Responsible Investment	Amended pursuant to paragraphs 3.09 and 4.10 of the Guidelines on Sustainable and Responsible Investment
	The Manager will evaluate the Fund's investment on a quarterly basis to determine whether the Fund's investment is consistent with its investment policy and strategies of UNGC principles and ESG factors. If the Fund's investments become inconsistent with its investment policy and strategies of UNGC principles and ESG factors, the Manager shall dispose the investments if the value of the investment held exceeds or is equal to the original investment cost (which may include transaction cost).	The Fund will maintain at least two-thirds (2/3) of its NAV in Shariah-compliant UNGC or ESG-compliant investments and the Fund's investment will be evaluated on a quarterly basis to ensure that the Fund's investment is consistent with its investment policy and strategies of UNGC principles and ESG factors and the overall impact of the investments is consistent with any other sustainability considerations. If the Fund's investments become inconsistent with its investment policy and strategies of UNGC principles and ESG factors, the Manager shall dispose the investments if the value of the investment held exceeds or is equal to the original investment cost (which may include transaction cost). Please refer to Section 3.11 of this Prospectus for further details of the investment limit of the Fund and its treatment on breach of investment limit.	Funds ("SRI Guidelines").
9.	Section 3 – Detailed Information of the Fund, Section 3.7 – Asset Allocation	Section 3 – Detailed Information of the Fund, Section 3.7 – Asset Allocation	Amended pursuant to paragraph 3.09 of the SRI Guidelines.
	 a) between 70% to 98% of the Fund's NAV in Sukuk; and b) at least 2% of the Fund's NAV in Islamic deposits. The Manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse market conditions to protect the Unit Holders' interest. During the temporary defensive position, the Fund's investments in Sukuk may be 	 a) between 70% to 98% of the Fund's NAV in Sukuk; and b) at least 2% of the Fund's NAV in Islamic deposits. The Manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy in attempting to respond to adverse market conditions to protect the Unit Holders' interest. During the temporary defensive position, the Fund may hold higher Islamic liquid 	

	lower than 70% depending on the Manager's assessment of the Sukuk market outlook.	asset. However, the Manager will ensure that at least two-thirds (2/3) of the Fund's NAV remains invested in Shariah-compliant UNGC or ESG-compliant investments at all times.	
10.	Section 3 – Detailed Information of the Fund, Section 3.9 – Benchmark	Section 3 – Detailed Information of the Fund, Section 3.9 – Benchmark	Amended pursuant to paragraph 4.02(r)(i), Part II of the PGCIS and for clarity purpose.
	Term Deposit-i Tawarruq of Bank Islam Malaysia Berhad 1-year rate.	Term Deposit-i Tawarruq of Bank Islam Malaysia Berhad 1-year rate. Information on the selected benchmark can be obtained from Bank Islam Malaysia Berhad's website.	cienty purpose.
		The above benchmark is only used as a reference for the purpose of investment performance comparison. The Fund is not managed against the benchmark. Please note that the risk profile of the Fund may be higher than the risk profile of the benchmark.	
11.	Section 3 – Detailed Information of the Fund, Section 3.11 - Investment Restrictions and Limits	Section 3 – Detailed Information of the Fund, Section 3.11 - Investment Restrictions and Limits	Amended pursuant to the following reasons:
	The Fund will be managed in accordance with Shariah requirements as well as the following list of investment restrictions and limits, unless otherwise revised by the SC.	The Fund will be managed in accordance with Shariah requirements as well as the following list of investment restrictions and limits, unless otherwise revised by the SC.	
	Spread of Investments on Single Issuer	Spread of Investments on Single Issuer	
	a. The value of the Fund's investments in Sukuk issued by any single issuer must not exceed 20% of the Fund's NAV. This single issuer limit may be increased to 30% if the Sukuk are rated by any domestic or global rating agency to be of the best quality and offer highest safety for timely	a. The value of the Fund's investments in Shariah-compliant transferable securities and Islamic money market instruments, issued by any single issuer must not exceed 20% of the Fund's NAV. (single issuer limit).	a. paragraph 2, Schedule B – Appendix II of the GUTF;
	payment of profit and principal.	b. The aggregate value of the Fund's investments in, or exposure to, a single issuer through	b. paragraph 7, Schedule B of the GUTF;

- b. The limits and restrictions on the investments of the Fund do not apply to Sukuk or instruments issued or guaranteed by the Malaysian government or Bank Negara Malaysia.
- c. The Fund's exposure to Islamic derivatives* shall not exceed the Fund's NAV at all times.
- d. The value of the Fund's OTC Islamic derivative* transaction with any single counter party shall not exceed 10% of the Fund's NAV.
- e. The aggregate value of the Fund's investments in transferable Shariah-compliant securities, Islamic money market instruments, Islamic current deposits and/or Islamic fixed deposits and OTC derivatives* issued by or placed with (as the case may be) any single issuer/institution must not exceed 25% of the Fund's NAV. Where the single issuer limit is increased to 30% pursuant to item a, the aggregate value of the Fund's investment must not exceed 30%.
- * The Fund's investments in Islamic derivatives are for hedging purposes.

Spread of Investments on Groups of Companies

The value of the Fund's investments in Sukuk issued by any group of companies shall not exceed 30% of the Fund's NAV.

- Shariah-compliant transferable securities, Islamic money market instruments, Islamic deposits, underlying assets of Islamic derivatives and counterparty exposure arising from the use of OTC Islamic derivatives, must not exceed 25% of the Fund's NAV (single issuer aggregate limit).
- c. The single issuer limit in item a. stated under "Spread of Investments on Single Issuer" may be increased to 30% if the Sukuk is rated by any Malaysian or global rating agency to have the highest long-term credit rating.
- d. Where the single issuer limit is increased to 30% pursuant to item c. stated under "Spread of Investments on Single Issuer", the single issuer aggregate limit of 25% in item b. stated under "Spread of Investments on Single Issuer" may be raised to 30% of the Fund's NAV.
- e. The value of the Fund's investments in Shariah-compliant transferable securities and Islamic money market instruments issued by any group of companies must not exceed 30% of the Fund's NAV (group limit).
- f. Where the Sukuk or Islamic money market instruments are issued, or the issue is guaranteed by, either a foreign government, foreign government agency, foreign central bank or supranational, that has a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency, the single issuer limit in item a. stated under "Spread of Investments on Single Issuer" may be raised to 35% of the Fund's NAV if the issuing entity is, or the issue is guaranteed by, either a foreign government, foreign government agency, foreign central bank or

- c. paragraph 4, Schedule B Appendix II of the GUTF;
- d. paragraph 5, Schedule B Appendix II of the GUTF;
- e. paragraph 6, Schedule B Appendix II of the GUTF:
- f. paragraph 7, Schedule B Appendix
 II of the GUTF and paragraph 11,
 Schedule B of the GUTF;

Concentration of Investments

- a. The Fund's investments in Sukuk must not exceed 20% of the Sukuk issued by any single issuer.
- b. The Fund's investments in Islamic money market instruments must not exceed 10% of the instruments issued by any single issuer. This limitation will not apply to Islamic money market instruments that do not have a pre-determined issue size.

Placement of Islamic Deposits

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

A 5% allowance in excess of any limit or restriction imposed is permitted where the limit or restriction is breached through an appreciation or depreciation of the Fund's NAV (whether as a result of an appreciation or depreciation of the Fund's NAV (whether as a result of an appreciation or depreciation in value of the Fund's assets or as a result of repurchase of Units or payment made out of the Fund). The Manager shall not make any further acquisition to which the relevant limit is breached, and the Manager shall, within reasonable period of not more than three (3) months from the date of the breach, take all necessary steps and actions to rectify the breach.

supranational, that has a minimum long-term credit rating of investment grade (including gradation and subcategories) by an international rating agency.

g. Where the single issuer limit is increased to 35% of the Fund's NAV, the single issuer aggregate limit in item b. stated under "Spread of Investments on Single Issuer" may be raised, subject to the group limit in item e. stated under "Spread of Investments on Single Issuer" not exceeding 35% of the Fund's NAV.

Placement of Islamic Deposits

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

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

Use of Islamic Derivatives

The Fund's investments in Islamic derivatives are for hedging purposes only.

<u>Calculation of global exposure to Islamic</u> derivatives

g. paragraph 12, Schedule B of the GUTF;

h. paragraph 13, Schedule B of the GUTF;

 paragraph 4.02(g)(i) & (ii), part II of the PGCIS; The global exposure of the Fund is calculated based on commitment approach and is calculated as the sum of:

- (a) the absolute value of the exposure of each individual Islamic derivative not involved in the netting or hedging arrangements;
- (b) the absolute value of the net exposure of each individual Islamic derivative after netting or hedging arrangements; and
- (c) the values of cash collateral received pursuant to the reduction of exposure to counterparties of OTC derivatives.

Netting and hedging arrangements may be taken into account to reduce the Fund's exposure to Islamic derivatives.

Netting arrangements

The Fund may net positions between:

- (a) Islamic derivatives on the same underlying constituents, even if the maturity dates are different; or
- (b) Islamic derivatives and the same corresponding underlying constituents, if those underlying constituents are Shariah-compliant transferable securities, Islamic money market instruments, or units or shares in Islamic collective investment schemes.

Hedging arrangements

The marked-to-market value of Shariah-compliant transferable securities, Islamic money market instruments, or units or shares in Islamic collective investment schemes involved in hedging arrangements may be taken into account to reduce the exposure of the Fund to Islamic derivatives.

The hedging arrangement must:

- (a) not be aimed at generating a return;
- (b) result in an overall verifiable reduction of the risk of the Fund;
- (c) offset the general and specific risks linked to the underlying constituent being hedged;
- (d) relate to the same asset class being hedged; and
- (e) be able to meet its hedging objective in all market conditions.

Calculation of Exposure to Counterparty of OTC Islamic Derivatives

The exposure to a counterparty of an OTC Islamic derivative must be measured based on the maximum potential loss that may be incurred by the Fund if the counterparty defaults and not on the basis of the notional value of the OTC Islamic derivative.

The total exposure to a single counterparty is calculated by summing the exposure arising from all OTC Islamic derivative transactions entered into with the same counterparty.

The limits and restrictions on the investments of the Fund do not apply to Sukuk or Shariah-compliant instruments issued or guaranteed by the Malaysian government or BNM.

The investment restrictions and limits mentioned herein must be complied with at all times based on the most up-to-date value of the Fund's investments. The Manager will notify the SC within seven (7) Business Days of: (i) any breach of investment limits and restrictions stated above; (ii) where the Fund breaches the two-thirds (2/3) asset allocation threshold in UNGC or ESG-compliant investments; or (iii) if the Fund's investments become inconsistent with its investment policy and strategies, with the

j. paragraph 6.44 of the GUTF;

 k. paragraphs 6.47 – 6.49 of the GUTF and paragraph 4.10 of the SRI Guidelines.

		steps taken to rectify and prevent such breach from recurring. However, any breach as a result of any appreciation or depreciation in the value of the Fund's investments or repurchase of Units or payment made out of the Fund, change in capital of a corporation in which the Fund has invested in or downgrade in or cessation of a credit rating, need not be reported to the SC and must be rectified as soon as practicable within three (3) months from the date of the breach. The three (3) months period may be extended if it is in the best interests of Unit Holders and the Trustee's consent is obtained. Such extension will be subject to a monthly review by the Trustee.	
12.	Nil.	Section 3 – Detailed Information of the Fund, 3.17 - Cross Trade Policy 3.16 CROSS TRADE POLICY Cross trading can only be undertaken provided that: i. sale and purchase decisions are in the best interests of both clients; ii. transactions are executed through a stockbroker or a financial institution on an arm's length and fair value basis; and iii. justifications for such transactions are documented prior to execution of the trades. Cross trading between the following are strictly prohibited: i. employee of BIMB Investment and the clients; or ii. BIMB Investment for its proprietary trading and its clients. All cross trading done shall be reported to the Investment Committee.	Inserted pursuant to paragraph 4.02(t), Part II of the PGCIS.

13.	Nil.	Section 4 – Risk Factors, Section 4.1 - General Risk of Investing in the Fund, "ii. Performance Risk"	Inserted for clarity purpose.
		ii. Performance Risk - The performance of the Fund depends on the financial instruments that the Fund invest. If the instruments do not perform within expectation or if there is a default, then the performance of the Fund will be impacted negatively. The performance of the Fund may also be impacted if the allocation of assets is not properly done. On that basis, there is never a guarantee that investing in the Fund will produce the desired investment returns.	
14.	Section 4 – Risk Factors, Section 4.1 General Risk of Investing in the Fund, iv. Shariah Non-Compliance Risk	Section 4 – Risk Factors, Section 4.1 - General Risk of Investing in the Fund, iv. Shariah Non-Compliance Risk	Amended for clarity purpose.
	iv. Shariah Non-Compliance Risk - This risk refers that the Fund not conforming to Shariah guidelines. The Shariah Committee would be responsible for ensuring that the Fund is managed and administered in accordance with Shariah guidelines. An investment of the Fund may be reclassified from Shariah compliant to Shariah non-compliant any	iv. Shariah Non-Compliance Risk - This risk refers to the risk that the Fund not conforming to Shariah guidelines. The Manager (as advised by the Shariah Adviser) would be responsible for ensuring that the Fund is managed and administered in accordance with Shariah guidelines.	
	losses due to rectification of non-compliance (i.e. disposal of the Shariah non-compliant investment) will be borne by the Fund while any gain received arising from disposal of the Shariah non-compliance investment shall be channeled to charity as advised by the Shariah Committee.	Any Shariah non-compliant investment made by the Fund due to error of the administration shall be disposed of or withdrawn with immediate effect, if possible, or otherwise within one (1) calendar month of knowing the status of the investment. Any gain resulting from the said disposal shall be channelled to <i>baitulmal</i> and/or charitable bodies as advised by the Shariah Adviser whilst any loss is to be borne by the Manager.	
15.	Nil.	Section 4 – Risk Factors, Section 4.2 – Specific Risks Associated with Investing in the Fund, "ix.	Inserted pursuant to paragraph 4.05 of the SRI Guidelines and for clarity purpose.

Sustainability Risk", "x. SRI Investments Risk" and "xi. Shariah Status Reclassification Risk"

ix. Sustainability Risk - Sustainability risk means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment and potentially a total loss of its value and therefore an impact on the net asset value of the Fund. The Fund Manager's objective is making sustainable investments and/or have environmental and/or social characteristics, which can be achieved by applying sustainability criteria to the selection of investments.

The Manager will evaluate the Fund's investments on a bi-monthly basis to determine whether the Fund's investments are consistent with UNGC principles and ESG factors. If the Fund's investments become inconsistent with UNGC principles and ESG factors, the Manager shall dispose of the investments if the value of the investments held exceeds or is equal to the original investment cost (which may include transaction cost).

On the other hand, the Fund is allowed to hold the investments if the value of the investments is below the original investment cost. It is also permissible for the Fund to retain the profit received during the holding period until such time the market value of the investments is equal to the original investment cost.

x. SRI Investments Risk - This is the risk that the Manager may not correctly apply the relevant criteria resulting out of the ESG analysis or that the Fund may have indirect exposure to investments which do not meet the relevant criteria (based on UNGC principles and ESG factors). This may result in

potential losses to the Fund in the event that such investments are disposed at unfavourable prices due to the violation of the investment policy and strategies of UNGC principles and ESG factors. If the Fund's investments become inconsistent with its investment policy and strategies of UNGC principles and ESG factors, the Manager shall deal with the investment(s) in accordance with Section 3.5 of this Prospectus.

xi. Shariah Status Reclassification Risk - This risk refers to the risk of a possibility that the currently held sukuk or Islamic deposits or Islamic money market instruments invested by the Fund may be reclassified or declared as Shariah non-compliant by the relevant authority or the Shariah Adviser. If this occurs, the Manager will take the necessary steps to dispose of or withdraw such investments. There may be opportunity loss to the Fund due to the Fund not being allowed to retain the excess capital gains derived from the disposal of the said investments.

16. Section 5 – Introduction to Shariah-Compliant Fund

5.1 How Does the Shariah-Compliant Fund Work?

By investing in the Fund, the investors appoint the Manager to undertake the investment activities on their behalf under the Shariah contract of "Wakalah Bil Istithmar" or "Agency for Investment". The Manager is appointed to undertake the investment activities on behalf of the investor for a fee ("Ujrah").

The Manager is responsible for the management and operations of the Fund, distribution of income and computation of unit prices. The trustee is Section 5 - Shariah Investment Guidelines, Cleansing Process and Zakat for the Fund

5.1 Shariah Investment Guidelines

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

 The Fund must at all times and all stages of its operation comply with Shariah requirements as resolved by the SAC of the SC or in cases where no specific rulings are made by the SAC of the SC, the decisions of the Shariah Adviser or the approved Shariah Supervisory Boards of relevant Islamic indices. Amended to update the Shariah Investment Guidelines of the Fund.

appointed to act as custodian for all assets of the Fund and to ensure that the Manager adheres strictly to the provisions of the Deed. In other words, the Trustee acts as an independent party to safeguard the interest of investors. The Shariah Committee advises and ensures that the Manager invests the assets of the Fund in Shariah-compliant investments.

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

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

- The Fund must be established and operated by the Manager, and finally redeemed by the investors on the basis of contracts which are acceptable in Shariah. The banking facilities and short-term money market instruments used for the Fund have to be Shariah-compliant. Similarly, all the other investment instruments must be Shariah-compliant.
- For Islamic money market instruments and Islamic deposits, they shall be based on the data readily available on Bank Negara Malaysia and the financial institutions' websites respectively.
- As for investment in foreign sukuk or any other foreign Shariah-compliant investment instruments, the Manager must submit to the Shariah Adviser all pertinent information including the memoranda and prospectuses, its structures, utilisation of the proceeds, Shariah contracts and Shariah pronouncements by the relevant Shariah advisers advising the sukuk issuance or Shariah-compliant instruments, for the Shariah Adviser to confirm the Shariah status of the sukuk or Shariah-compliant instruments.
- The Fund may only use derivatives for hedging purposes. Such derivatives must be Islamic derivatives. However, if Islamic derivatives are not available or are not commercially viable, the Fund may use conventional derivatives subject to prior approval from the Shariah Adviser being obtained.
- The decision of the Shariah Adviser shall be final.

5.2 Shariah Investment Process

At all times, the Fund shall invest in instruments that are allowed under Shariah principles and shall not invest in instruments that are prohibited under Shariah principles based on the Shariah Committee's established parameters.

5.2.1 Sukuk and Islamic money market instruments

The Fund will only invest in Sukuk which is approved by the SC and/or other Shariah boards and/or standards acceptable to the Shariah Committee. The review of the Fund's investments in Islamic money markets instruments will be based on those instruments that are issued by Financial institutions which are acceptable to the Shariah Committee.

5.2.2 Cleansing/ Purification Process For the Fund

In the unlikely event the Manager mistakenly invests in any Shariah non-compliant investments, the Manager will dispose the Shariah non-compliant investments within a month of becoming aware of the breach. Any gain on the disposal will be channelled to Baitulmal or any other charitable bodies as advised by the Shariah Committee. Any losses on the disposal will be borne by the Manager.

5.2.3 Zakat for the Fund

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

• To facilitate the purchase and sale of foreign sukuk and Shariah-compliant investment instruments, there may be a need to have cash placement in a conventional bank account outside Malaysia. In such circumstances, the conventional account should be non-interest bearing and the sole purpose is only to facilitate purchase and sale of foreign sukuk and Shariah-compliant investment instruments. In the event that such a non-interest bearing account is unavailable, all interests earned shall be cleansed and that shall be undertaken annually if not earlier.

5.2 Cleansing Process for the Fund

(a) Wrong Investment

This refers to Shariah non-compliant investment made by the Manager. The said investment shall be disposed of or withdrawn with immediate effect, if possible, or otherwise within one (1) calendar month of knowing the status of the investment. In the event that the investment resulted in Shariah non-compliant income received before or after the disposal or withdrawal of the investment, it has to be channelled to baitulmal and/or charitable bodies as advised by the Shariah Adviser. The Fund has a right to retain only the investment cost. The Shariah Adviser advises that this cleansing process (namely, channelling of income from wrongful investment to baitulmal and/or charitable bodies as advised by the Shariah Adviser) shall be carried out within two (2) calendar months from the said disposal or withdrawal date. If the disposal of the investment resulted in losses to the Fund, the losses are to be borne by the Manager.

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

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

If on the reclassification effective date, the value of the Shariah non-compliant instruments held exceeds or is equal to the investment cost, the Fund which hold such Shariah non-compliant instruments must liquidate them. To determine the time frame to liquidate such instruments, the Shariah Adviser advises that such reclassified Shariah non-compliant instruments should be disposed of within one (1) calendar month of reclassification.

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

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

5.3 Zakat for the Fund

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

THE SHARIAH ADVISER CONFIRMS THAT THE INVESTMENT PORTFOLIO OF THE FUND COMPRISES INSTRUMENTS WHICH HAVE BEEN CLASSIFIED AS SHARIAH-COMPLIANT BY THE SAC OF THE SC AND. WHERE APPLICABLE BY THE SAC OF BNM OR BY THE SUPERVISORY BOARDS RELEVANT ISLAMIC INDICES. AS FOR THE INSTRUMENTS WHICH HAVE NOT BEEN **CLASSIFIED AS SHARIAH-COMPLIANT BY THE** SAC OF THE SC AND. WHERE APPLICABLE BY THE SAC OF BNM NOR BY THE SHARIAH SUPERVISORY BOARDS OF RELEVANT ISLAMIC INDICES, THE SHARIAH STATUS OF THE INSTRUMENTS HAS BEEN REVIEWED AND DETERMINED IN ACCORDANCE WITH THE **RULING ISSUED BY THE SHARIAH ADVISER.**

17. Section 6 - Fees, Charges and Expenses, Section 6.1 - Charges Directly Incurred, note

Section 6 - Fees, Charges and Expenses, Section 6.1 - Charges Directly Incurred, note

Amended as Goods and Services Tax Act 2014 has been repealed.

	any applicable taxes (in GST at the standard rate Goods and Services Tax	nd charges are subject to cluding but not limited to which accordance with the Act 2014) and/or duties as ne government or other me.	any applicable taxes ar	nd charges are subject to nd/or duties as may be nt or other authorities from	
18.	8. Section 6 - Fees, Charges and Expenses, Section 6.3 - Fees Indirectly Incurred, Administrative Fees			harges and Expenses, s Indirectly Incurred,	Amended pursuant to the First Supplemental Deed dated 12 April 2023
	Administrative Fees	These would include (but are not limited to) the following: a) cost of printing of interim and annual reports for the Fund; b) commissions or fees paid to brokers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes; c) where the custodian function is delegated by the Trustee, charges or fees paid to foreign sub-custodian for taking into custody any foreign assets or investments of the Fund; d) taxes and other duties charged on	Administrative Fees	These would include (but are not limited to) the following: a) cost of printing of semi-annual and annual reports for the Fund; b) commissions or fees paid to dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes; c) where the custodian function is delegated by the Trustee, charges or fees paid to foreign sub-custodian for taking into custody any foreign assets or investments of the Fund;	

- the Fund by the government and other authorities;
- e) costs, fees and expenses properly incurred by the auditor appointed for the Fund;
- f) costs, fees and expenses incurred for the valuation of any investment of the Fund by independent valuers for the benefit of the Fund (if any);
- g) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee;
- h) 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;
- i) costs, commissions, fees and expenses of the

- d) taxes and other duties charged on the Fund by the government and other authorities;
- e) fees and expenses properly incurred by the auditor appointed for the Fund;
- f) fees for the valuation of any Shariah-compliant investment of the Fund:
- g) costs, fees and expenses incurred for any modification of the Deed save where such modification is for the benefit of the Manager and/or the Trustee:
- h) 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;
- i) costs, commissions, fees and expenses of the sale, purchase, takaful and any

- sale, purchase, insurance and any other dealing of any Asset of the Fund;
- j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- k) any tax such as GST and/or other indirect or similar tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred by the Fund; and
- I) other related Fund's administrative expense as permitted by the Deed.

Note:

Any administrative expenses are applicable to all Classes of Units based on the multi-class ratio. For illustration, please refer to a table disclosed in section 7.1.1.

- other dealing of any Asset of the Fund;
- j) costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund;
- k) any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred by the Fund; and
- I) other related Fund's administrative expenses as permitted by the Deed.

Note:

Any administrative expenses are applicable to all Classes of Units based on the multi-class ratio. For illustration, please refer to a table disclosed in section 7.1.1.

19.	Section 6 – Fees, Charges and Expenses, Section 6.4 – Policy on Rebates and Soft Commission	Section 6 – Fees, Charges and Expenses, Section 6.4 – Policy on Rebates and Soft Commission	Amended pursuant to paragraph 9.21 of the GUTF.
	The Manager will not retain any form of rebate or soft commission from, or otherwise share in any commission with, any broker in consideration for directing dealings in the investments of the Fund unless the soft commission received is retained in the form of goods and services such as financial wire services and stock quotations system incidental to investment management of the Fund and beneficial to the Unit Holders and in the form of research and advisory services that assist in the decision making process relating to the Fund's investments. All dealings with brokers are executed on terms which are the most favourable for the Fund. There are fees and charges involved and investors are advised to consider the fees and charges before investing in the Fund. The fees and charges are subject to any applicable taxes (including but not limited to GST at the standard rate which accordance with the Goods and Services Tax Act 2014) and/or duties as may be imposed by the government or other authorities from time to time.	Any rebate or soft commission shall be directed to the Fund concerned. Soft commissions may be retained by the Manager or the fund manager if: (a) the soft commissions bring direct benefit or advantage to the management of the Fund and may include research and advisory related services; (b) any dealing with the broker or dealer is executed on terms which are the most favourable for the Fund; and (c) the availability of soft commissions is not the sole or primary purpose to perform or arrange transactions with such broker or dealer, and the Manager or fund manager shall not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions. There are fees and charges involved and investors are advised to consider the fees and charges before investing in the Fund. The fees and charges are subject to any applicable taxes and/or duties as may be imposed by the government or other authorities from time to time.	
20.	Section 7 – Transaction Information, Section 7.1.2 - Pricing of Units and Mode of Transaction Payments, Purchase of Units, second paragraph	Section 7 – Transaction Information, Section 7.1.2 - Pricing of Units and Mode of Transaction Payments, Purchase of Units, second paragraph	Amended for clarity purpose.

	Investors are required to fill up and complete the necessary application form and other related documents required by the Manager. A bank validated fund transfer form must be presented to the Manager as evidence of payment.	Investors are required to fill up and complete the necessary application form and other related documents required by the Manager. A bank validated fund transfer form must be presented to the Manager as evidence of payment. Investors may submit the purchase application, which are available at the office of BIMB Investment, at our authorised unit trust consultant (UTC), any sales offices as listed in Section 17 "Directory of Sales Offices", or offices of our authorised distributors. Investors may also obtain the application form and other related forms from our website at https://bimbinvestment.com.my. Alternatively, investors may invest via our BEST Invest App. You may download the application from the Apple App Store or Google Play Store and start your investment journey with us.	
21.	Section 7 – Transaction Information, Section 7.1.2 Pricing of Units and Mode of Transaction Payments, Redemption of Units, first paragraph Unit Holders may redeem their investments in the Fund at any point in time by completing the redemption form and sending it to the relevant authorised distributors/authorised consultants or direct to BIMB Investment Management Berhad. There is no limit on frequency of redemption.	Section 7 – Transaction Information, Section 7.1.2 Pricing of Units and Mode of Transaction Payments, Redemption of Units, first paragraph Unit Holders may redeem their investments in the Fund at any point in time by completing the redemption form or such other manners as we may accept and returning it to us on any Business Day. The redemption form is available at our head office and also offices of the authorized distributors. Investors who invest via our BEST Invest App may redeem their investments in the Fund via our BEST Invest App. There is no limit on the frequency of redemption.	Amended for clarity purpose.
22.	Section 7 – Transaction Information, Section 7.1.2 – Pricing of Units and Mode of Transaction Payments, Cooling-off transactions If you have made an investment and later decide that this investment does not meet your investment	Section 7 - Transaction Information, Section 7.1.2 - Pricing of Units and Mode of Transaction Payments, Cooling-off transactions A cooling-off period of six (6) Business Days is accorded to an investor who is investing with BIMB	Amended pursuant to paragraphs 9.04 & 9.05 of the GUTF.

needs, you may withdraw your investment within six (6) Business Days from the date your investment application is accepted by the Manager

You will be refunded for every unit held based on the NAV per Unit on the day the Units were purchased and sales charge (if any) within 10 days from the receipt of the cooling-off application.

You should be aware that the cooling-off right is only available on your first investment with us. Your subsequent investment will not enjoy this right.

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

Investment for the first time. During the Cooling-off Period, the investor, upon changing his mind about the unit trust investment that he has made, may proceed to exercise his Cooling-off Right by submitting a cooling-off request to BIMB Investment, at the nearest Bank Islam branches or from our authorized IUTAs.

Under the cooling-off request, the refund for every Unit held by the investor will be as follows:-

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

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

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

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

If there is an error in the pricing of the NAV per Unit of the Fund, the Manager will take immediate remedial action to correct the error. Rectification

Section 7 - Transaction Information, Section 7.1.3 - Incorrect Pricing

Subject to any relevant law, if there is an error in the pricing of the NAV per Unit of the Fund, the Manager will take immediate remedial action to correct the

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

shall. where necessary, extend to the reimbursements of money as follows if the error is at or above the significant threshold of 0.50% of the NAV per Unit attributable to a Class of Units:

- i. if there is an over valuation and/or pricing in relation to the purchase and creation of Units, the Fund shall reimburse the Unit Holder:
- ii. if there is an over valuation and/or pricing in relation to the redemption of Units, the Manager shall reimburse the Fund:
- iii. if there is an under valuation and/or pricing in relation to the purchase and creation of Units, the Manager shall reimburse the Fund; and
- iv. if there is an under valuation and/or pricing in relation to the redemption of Units, the Fund shall reimburse the Unit Holder or former Unit Holder. The Manager retains the discretion whether or not to reimburse if the error is below 0.5% of the NAV per Unit attributable to a Class of Units or where the total impact on an individual account is less than RM10.00 or an equivalent denomination in the currency that a particular class of Units is denominated, if applicable. This is because the reprocessing cost may be greater than the amount of the adjustment.

Section 7 - Transaction Information, Section 7.3.2 - Payment of Redemption upon Receipt of **Redemption Application**

Within 10 days after the redemption application is received and processed by the Manager.

error. Rectification shall, where necessary, extend to the reimbursements of money as follows if the error is at or above the significant threshold of 0.50% of the NAV per Unit attributable to a Class of Units:

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

By investing in the Fund, investors agree that the Manager retains the discretion whether or not to reimburse if the error is below 0.50% of the NAV per Unit or where the total impact on an individual account is less than RM10.00 or in the case of a foreign currency Class of Unit, less than 10.00 denominated in the respective foreign currency denomination. This is because the reprocessing cost may be greater than the amount of the adjustment.

Section 7 - Transaction Information, Section 7.3.2 - Payment of Redemption upon Receipt of **Redemption Application**

Within 7 Business Days after the redemption application is received and processed by the Manager.

of the GUTF.

Amended pursuant to paragraph 8.18(a)

25.	Section 7 – Transaction Information, Section 7.4 Distribution Channel	Section 7 – Transaction Information, Section 7.4 Distribution Channel	Amended for clarity purpose.
	Units can be purchased and redeemed during normal business hours at the business office of BIMB Invest, at the nearest Bank Islam branches or any of our authorized IUTAs and/or unit trust consultants. Please refer to Section 18: "Directory of Sales Offices".	Units can be purchased and redeemed during normal business hours at the business office of BIMB Investment, at the nearest Bank Islam branches or any of our authorized IUTAs and/or unit trust consultants. Please refer to Section 18: "Directory of Sales Offices". Alternatively, investors may invest via our BEST Invest App.	
		For further information, please call our help-desk at a Toll-Free- number: 1-800-88-1196 at any time during our office hours: Mondays to Fridays from 9.00 a.m. to 5.00 p.m. or email your enquiries to marketing.bimbinvest@bankislam.com.my or visit our website at www.bimbinvestment.com.my	
26.	Nil.	Section 7 – Transaction Information, Section 7.6 Customer Identification Program, 7.7 Anti- Money Laundering ("AML")/KYC Obligation on Our Authorised Distributor, 7.8 Suspension of Sale and Redemption of Units	
		Pursuant to the relevant laws of Malaysia on money laundering, the Manager have an obligation to prevent the use of the Fund for money laundering purposes. As such, the Manager and/or its authorised distributors have put in place a "Know Your Customer" ("KYC") policy where procedures are in place to identify and verify the investor's identification through documents such as identity card, passport, constituent documents or any other official documents.	Inserted for clarity purpose.
		The Manager and/or its authorised distributors reserve the right to request such information, either	

at the time an application is made or thereafter, as is necessary to verify the identity of an investor (or each of the investors in the case of joint investors) and/or to periodically update our records. You are required to provide us with your information and information of beneficial owner such as name, date of birth, national registration card number, residential and business address, (and mailing address if different), name of beneficial owner, address of beneficial owner, national registration card number of beneficial owner, date of birth of beneficial owner or other information and official identification.

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

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

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

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

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

7.8 SUSPENSION OF SALE AND REDEMPTION OF UNITS

The Manager may, in consultation with the Trustee and having considered the interests of Unit Holders, suspend the dealing in Units of the Fund due to exceptional circumstances, where there is good and sufficient reason to do so, considering the interest of Unit Holders. If we have exhausted all possible avenues to avoid a suspension of the Fund, we may as a last resort, in consultation with the Trustee and having considered the interests of the Unit Holders, suspend the sale (if applicable) and redemption of Units where it is impractical for us to calculate the

Inserted for clarity purpose.

Inserted pursuant to paragraphs 8.23 – 8.25 of the GUTF.

NAV of the Fund due to but not limited to the following: (i) an emergency or other state of affairs (such as natural disaster, state of war, etc); or (ii) the realization of the material portion of the assets of the Fund not being able to be effected at prices which would be realised if such material portion of the assets of the Fund were realised in an orderly fashion over a reasonable period in a stable market. In such case, Unit Holders will not be able to redeem their Units and will be compelled to remain invested in the Fund for a longer period of time. Hence, their investments will continue to be subject to the risks inherent to the Fund. Please note that during the suspension period, there will be no NAV per Unit available and hence, we will not accept any transactions for the applications, redemptions, switching and/or transfers of Units. If we have earlier accepted your request for redemptions and switching of Units, please note that the requests will only be processed on the next Business Day after the cessation of suspension of the Fund. You will be notified of the suspension and when the suspension is lifted. Section 8 - Client Communication, Section 8 - Client Communication, Amended as the daily Fund price will not **Newspapers and Website Newspapers and Website** be published in newspaper. ii. Newspapers and Website Website Units are valued at the end of each Business Day. Units are valued at the end of each Business Day. Unit Holders may obtain the daily Fund price from our website at https://bimbinvestment.com.my. Unit Holders will be able to obtain information of the Fund's unit pricing from online publication of major newspapers in Malaysia or Unit Holder may log on to https://bimbinvestment.com.my.

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

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

28. Section 9 – The Management Company, Section 9.3 – Board of Directors

Position Name Non-Executive **NIK MOHD** Independent Director HASYUDEEN BIN YUSOFF DATO' GHAZALI Non-Executive **BIN AWANG** Independent Director DATUK NORIPAH Non-Executive BINTI KAMSO Independent Director Non-Executive DR. MOHD HATTA Independent Director **BIN DAGAP** MALKIAT SINGH @ Non-Executive Non MALKIT SINGH Independent Director MAAN A/L DELBARA Non-Executive Non MUJIBBURAHMAN **ABDUL RASHID** Independent Director NAJMUDDIN BIN Chief Executive Officer MOHD LUTFI

Section 9 – The Management Company, Section 9.3 – Board of Directors

The list of our board of directors are available on our website at https://bimbinvestment.com.my/ourleadership.

Amended pursuant to paragraph 7.07(a), part II of the PGCIS.

	Note: None of the directors of BIMB Invest:		
	(a) hold office as director of more than one management company at any one time; and(b) hold office as a member of an investment		
	committee of a fund operated by another management company.		
29.	Section 9 – The Management Company, Section 9.4 – Investment Committee	Deleted.	Amended pursuant to the requirement to disclose the role of the investment committee has been removed from the
	Name Position		PGCIS.
	KHAIRUL MUZAMEL Non Independent PERERA BIN Member ABUDLLAH		The requirement to appoint an investment committee for a fund has been removed from the GUTF and is replaced by the Manager having an oversight function on the Fund.
	DATUK NORIPAH Independent Member BINTI KAMSO		
	MOHD RADZUAN Independent Member AHMAD TAJUDDIN		
	The roles and primary functions of the Investment Committee are as follows:		
	i. to approve the formulation of portfolio strategy;		
	ii. to discuss, review and approve the investment strategy for the ensuing period;		
	iii. to approve funding of investment activities for the ensuing period;		
	iv. to review performance and portfolio composition and to make necessary recommendation there from;		

	v. to review and assess the previous recommendation strategy;		
	vi. to recommend to the board of directors on the payment of distribution to the Unit Holders and to report to the board of directors on the performance of the Fund and to take instructions thereon.		
	The investment committee meets at least six (6) times a year or as and when required by the Manager.		
	Note: None of the investment committee members of BIMB Invest hold office as:		
	(a) a member of an investment committee of a fund managed and administered another management company;		
	(b) a director of another management company;		
	(c) a Shariah adviser for the same fund;		
	(d) a member of the panel of advisers for the same fund; or		
	(e) an officer of the fund manager for the fund.		
30.	Section 9 – The Management Company, Section 9.5 – Shariah Committee	Deleted.	Deleted as the profile of the Shariah Adviser has been moved to Section 9A of the First Supplemental Prospectus.
	-Information on Shariah Committee-		2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2
31.	Section 9 – The Management Company, Section 9.7 – Material Litigation and Arbitration	Section 9 – The Management Company, Section 9.7 – Material Litigation and Arbitration	Amended to update the status of material ligation and arbitration of the Manager.
	The Manager is not engaged in any material litigation and arbitration as plaintiff or defendant, and	As at 28 April 2023, save for the suit mentioned herein below, the Manager is not engaged in any	

the Manager is not awake of any proceedings, pending or threatened or of any other facts likely to give rise to any proceedings which might materially adversely affect its financial position or business.

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

material litigation and arbitration either as plaintiff nor as defendant, and the Manager is not aware of any proceedings, pending or threatened or of any other facts likely to give rise to any proceedings which might materially and adversely affect its financial position or business.

Perbadanan Harta Intelek Malaysia ("MyIPO"), has initiated a suit against BIMB Investment in October 2021. MyIPO, vide its solicitors, had issued a Writ and Statement of Claim dated 18 October 2021, alleging BIMB Investment for fraudulent misrepresentation, negligent misrepresentation, breach of duty of care and negligence against MyIPO. BIMB Investment had categorically denied all the allegations and set out the actual factual matrix by filing a Statement of Defence dated 8 December 2021. The present status of the legal proceedings is as follows:

- (a) On 24 May 2022, BIMB Investment has filed and served its Statement of Claim against Dato Ahmad Azwan as the Third Party;
- (b) On 8 June 2022, Dato Ahmad Azwan as the Third Party has filed and served his Statement of Defence against BIMB Investment's Statement of Claim:
- (c) On 21 June 2022, BIMB Investment has filed and served its Reply to the Third Party's Statement of Defence;
- (d) On 14 October 2022, BIMB Investment filed its Notice of Application seeking discovery of the original copies of the forged or falsified documents as pleaded in the Statement of Claim (documents in question) for the purpose of Forensic Examination and to obtain an expert opinion so as to prove the assertions made by BIMB Investment in its Statement of Defence:

		 (e) The said application was filed in the Kuala Lumpur Sessions Court seeking discovery of the documents in question, as some of the impugned documents had already been adduced in the ongoing criminal trial against the Third Party whilst the other documents are in the possession of MACC. The order in terms of the application was obtained before Session Courts on 23 November 2022; (f) The full trial of this suit has been scheduled on 27th, 28th and 29th of May 2024; (g) The next case management is fixed on 26 April 2024 and the parties are required to comply with all pretrial getting ups, under Order 34. The High Court has made an Unless Order wherein the Parties, well before 26 April 2024 must have complied with the pre-trial requirements including filing of statement of agreed facts, statement of issues to be tried and common bundle of documents. (h) The Parties are also been directed to exhaust all interlocutory applications well before the next case management date. 	
32.	Nil.	Section 9A – Shariah Adviser – BIMB Securities Sdn Bhd Section 9A Shariah Adviser – BIMB Securities Sdn Bhd BIMB Securities Sdn Bhd ("BIMB Securities") has been appointed as the Shariah Adviser for the Fund. BIMB Securities will provide Shariah advisory services on the management and operations of the Fund to ensure the operations of the Fund comply with Shariah requirements. About BIMB Securities Sdn Bhd	Inserted pursuant to change of Shariah Adviser of the Fund.

BIMB Securities is a stockbroking subsidiary of Bank Islam Malaysia Berhad incorporated on 21 February 1994 and is licensed by the SC. The corporate mission of BIMB Securities is to be an active participant in a modern, innovative and dynamic Islamic capital market in Malaysia, catering for the needs of all investors, Muslims and non-Muslims, looking for Shariah-compliant investment products and services.

Experience in Shariah Advisory Services

BIMB Securities is registered with the SC to act as a Shariah Adviser for Islamic products and services regulated by the SC, which include Islamic collective investment schemes. BIMB Securities is independent from the Manager and does not hold office as a member of the committee undertaking the oversight function of the Fund or any other funds managed and administered by the Manager. As at 28 April 2023, BIMB Securities is a corporate Shariah Adviser to eighty-three (83) Islamic funds including two (2) Islamic real estate investment trusts.

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

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

Notwithstanding the role played by the Shariah Adviser, the ultimate responsibility for ensuring

Shariah compliance of the Fund in all aspects of operations and processes rests solely with the Manager.

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

- 1. to advise on the Shariah aspects of the Fund and Fund's operations and processes to ensure they are in accordance with Shariah requirements;
- 2. to provide Shariah expertise and guidance in all matters relating to the Fund, particularly on the documentation i.e., the Fund's deed and prospectus, structure, investments and related operational matters;
- to ensure that the Fund is managed and operated in accordance with Shariah requirements and the applicable Shariah rulings, principles and concepts endorsed by the SAC of the SC as well as the advice given by the Shariah Adviser are complied with;
- 4. to review the Fund's compliance reports as provided by the Manager's compliance officer and investment transaction reports provided or duly approved by the Trustee to ensure that the Fund's investments are in line with Shariah;
- 5. to prepare a report to be included in the semiannual and annual reports of the Fund stating the Shariah Adviser's opinion whether the Fund has been operated and managed in compliance with Shariah requirements in its investment, operations and processes for the financial period concerned;

- to apply *ljtihad* (intellectual reasoning) to ensure all aspects relating to the Fund are in compliance with Shariah, in the absence of any rulings, principles and concepts endorsed by the SAC of the SC;
- 7. to consult the SC where there is ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process; and
- 8. to meet with the Manager on a quarterly basis (or as and when required by the Manager and/or the Shariah Adviser) for the review of the Fund's operations and processes.

Profiles of the Shariah Personnel

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

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

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

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

He is also the non-executive chairman of Gagasan Nadi Cergas Berhad and a board member of Universiti Tun Abd Razak Sdn Bhd (UniRAZAK). Nurussaádah binti Nasarudin ("Nurussaádah") Nurussaádah joined BIMB Securities in June 2015 as the Shariah executive and has been promoted as the head of Shariah section effective 1 May 2021. She is also the Designated Shariah Officer registered under the BIMB Securities' Shariah adviser registration, responsible for the Shariah advisory services offered by BIMB Securities. Nurussaádah graduated with a Bachelor of Shariah majoring in Islamic Banking and Economics from the University of Yarmouk, Jordan. Currently, she is responsible in providing Shariah inputs on the advisory, consultancy and research functions with regards to Islamic capital market and Islamic collective investment schemes, including but not limited to, conducting surveillance on the nonfinancial institution activities. She is experienced in product development and review for Islamic capital market products specifically on Islamic stockbroking services. Amended to update the Trustee's profile. Section 10 - The Trustee - SCBMB Trustee Section 10 - The Trustee - SCBMB Trustee Berhad, Section 10.1 - Profile of SCBMB Trustee Berhad, Section 10.1 - Profile of SCBMB Trustee Berhad Berhad **Corporate Information Corporate Information** SCBMB Trustee Berhad ("STB") is a company SCBMB Trustee Berhad ("STB") is a company incorporated in Malaysia under the Companies Act, incorporated in Malaysia under the Companies Act, 1965 on 13 June 2012 and is registered as a trust 1965 (now known as Companies Act, 2016) on 13 June 2012 and is registered as a trust company company under the Trust Companies Act 1949. Its business address is at Level 13A, Menara Standard under the Trust Companies Act 1949.

Chartered, 30 Jalan Sultan Ismail, 50250 Kuala Lumpur.

STB's trustee services are supported by Standard Chartered Bank Malaysia Berhad ("SCBMB"), a subsidiary of Standard Chartered PLC, financially and for other various functions including but not limited to compliance, legal, operational risks and internal audit.

Board of Directors

The following are the Board of Directors of the Trustee:

Prasad A/L S Vijasundram (Chief Executive Officer) Arulnathan A/L M Michael Dass Mabel Lau Kit Cheng

Experience in Trustee Business

STB has been registered and approved by the SC on 18 February 2013 to act as trustee for unit trust schemes approved or authorised under the Capital Markets and Services Act 2007. STB has suitably qualified and experienced staff in the administration of unit trust funds who have sound knowledge of all relevant laws. STB is the appointed trustee for ten (10) wholesale funds, ten (10) unit trust funds and appointed custodian for eight (8) private mandate funds.

Duties and Responsibilities of the Trustee

The Trustee's main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interest of Unit Holders of the Fund. In performing these functions, the Trustee has to exercise due care and vigilance and is required to act in accordance with the provisions of the Deed, the laws and all relevant guidelines.

The Trustee also assume an oversight function on the management company by ensuring that the

Experience in Trustee Business

STB has been registered and approved by the SC on 18 February 2013 to act as trustee for unit trust schemes approved or authorised under the CMSA. STB has suitably qualified and experienced staff in the administration of unit trust funds who have sound knowledge of all relevant laws. As at 28 April 2023, STB is the appointed trustee for 18 wholesale funds, 13 unit trust funds and appointed custodian for 8 private mandate funds.

STB's trustee services are supported by Standard Chartered Bank Malaysia Berhad ("SCBMB"), a subsidiary of Standard Chartered PLC, financially and for other various functions including but not limited to compliance, legal, operational risks and internal audit.

Duties and Responsibilities of the Trustee

The Trustee's main functions are to act as trustee and custodian of the assets of the Fund and to safeguard the interest of Unit Holders of the Fund. In performing these functions, the Trustee has to exercise due care and vigilance and is required to act in accordance with the provisions of the Deed, the laws and all relevant guidelines.

The Trustee also assume an oversight function on the management company by ensuring that the management company performs its duties and obligations in accordance with the provisions of the Deed, the laws and all relevant guidelines.

Trustee's Disclosure of Material Litigation

As at 28 April 2023, the Trustee is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any fact likely to give rise to any proceedings which might

management company performs its duties and obligations in accordance with the provisions of the Deed, the laws and all relevant guidelines.

Trustee's Responsibility Statement

The Trustee has given its willingness to assume the position as trustee of the Fund and all the obligations in accordance with the Deed, all relevant laws and all relevant guidelines.

Trustee's Obligation

The Trustee's obligation in respect of monies paid by an investor for the application of Unit arises when the monies are received in the relevant account of the Trustee for the Fund and the Trustee's obligation is discharged once it has paid the redemption amount to the Manager.

Trustee's Disclosure of Material Litigation and Arbitration

As at LPD, the Trustee is not engaged in any material litigation and arbitration, including those pending or threatened, and is not aware of any fact likely to give rise to any proceedings which might materially affect the business or financial position of the Trustee.

Trustee's Delegate

The Trustee has appointed Standard Chartered Bank (Malaysia) Berhad (SCBMB) as custodian of the quoted and unquoted assets of the Fund. The custodian provides custody services to domestic, foreign, retail and institutional investors. The assets are registered in the name of the Trustee to the order of the Fund and held through the custodian's wholly owned subsidiary and nominee company Cartaban Nominees (Tempatan) Sdn. Bhd.

materially affect the business or financial position of the Trustee.

Trustee's Delegate

The Trustee has appointed SCBMB as custodian of the quoted and unquoted assets of the Fund. The custodian provides custody services to domestic, foreign, retail and institutional investors. The custodian's comprehensive custody and clearing services cover traditional settlement processing and safekeeping as well as corporate related services including cash and security reporting, income collection and corporate event processing. The assets are registered in the name of the Trustee to the order of the Fund and held through the custodian's wholly owned subsidiary and nominee company Cartaban Nominees (Tempatan) Sdn. Bhd.

SCBMB was incorporated on 29 February 1984 in Malaysia under Companies Act, 1965 (now known as Companies Act, 2016) as a public limited company and is a subsidiary of Standard Chartered PLC (the holding company of a global banking group). SCBMB was granted a licence on 1 July 1994 under the Banking and Financial Institutions Act 1989 (now known as the Financial Services Act 2013). SCBMB has been providing custody services for more than 20 years and has been providing subcustody services to local investors in Malaysia since 1995.

The roles and duties of SCBMB as the Trustee's delegate inter alia are as follows:

5. to act as custodian for the local and selected cross-border investment of the Fund and to hold in safekeeping the assets of the Fund;

SCBMB was incorporated on 29 February 1984 in Malaysia under Companies Act, 1965 (now known as Companies Act, 2016) as a public limited company and is a subsidiary of Standard Chartered PLC (the holding company of a global banking group). SCBMB was granted a licence on 1 July 1994 under the Banking and Financial Institutions Act 1989 (now known as the Financial Services Act 2013). SCBMB has been providing custody services for more than twenty (20) years and has been providing sub-custody services to local investors in Malaysia since 1995.

The roles and duties of SCBMB as the Trustee's delegate inter alia are as follows:

- to act as custodian for the local and selected cross-border investment of the Fund and to hold in safekeeping the assets of the fund(s).
- 2. to provide corporate action information or entitlements arising from the underlying assets and to provide regular reporting on the activities of the invested portfolios.
- 3. to maintain proper records on the assets held to reflect the ownership of the assets belonging to the respective client.
- 4. to collect and receive for the account of the clients all payments and distribution in respect of the asset held.

The custodian acts only in accordance with instructions from the Trustee.

- 6. to provide corporate action information or entitlements arising from the underlying assets and to provide regular reporting on the activities of the invested portfolios;
- 7. to maintain proper records on the assets held to reflect the ownership of the assets belonging to the respective client; and
- to collect and receive for the account of the clients all payments and distribution in respect of the asset held.

The custodian acts only in accordance with instructions from the Trustee.

Section 11 – Salient Terms of Deed, Section 11.6 – Permitted Expenses Payable by the Fund

Only the expenses (or part thereof) which is directly related and necessary in operating and administering the Fund may be charged to the Fund.

Section 11 – Salient Terms of Deed, Section 11.6 – Permitted Expenses Payable by the Fund

Only the expenses (or part thereof) which is directly related and necessary in operating and administering the Fund may be charged to the Fund.

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

These would include (but are not limited) to the following:

- (a) commissions or fees paid to dealers in effecting (a) commissions or fees paid to dealers in effecting dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- the government and/or other authorities;
- (c) costs, fees and expenses properly incurred by (c) fees and expenses properly incurred by the the auditor:
- valuation of any Shariah-compliant investment of the Fund by independent valuers for the benefit (e) costs, fees and expenses incurred for any of the Fund:
- (e) costs, fees and expenses incurred for any modification of the Deed save the where such modification is for the benefit of the Manager (f) and/or the Trustee:
- costs, fees and expenses incurred for any meeting of Unit Holders save where such meeting is convened for the benefit of the (g) costs, commissions, fees and expenses of the Manager and/or the Trustee;
- (g) costs, commissions, fees and expenses of the sale, purchase, takaful and any other dealing of |(h) costs, fees and expenses incurred in engaging any Asset of the Fund:
- (h) costs, fees and expenses incurred in engaging any specialist approved by the Trustee for investigating or evaluating any proposed (i) Shariah-compliant investment of the Fund:
- costs, fees and expenses incurred in engaging (i) any valuer, adviser or contractor for the benefit of the Fund:
- preparation and audit of the taxation, returns and accounts of the Fund;
- (k) costs, fees and expenses incurred in the termination of the Fund or a Class of Units or the removal of the Trustee or the Manager and the (I)

These would include (but are not limited) to the following:

- dealings in the investments of the Fund, shown on the contract notes or confirmation notes;
- (b) taxes and other duties charged on the Fund by (b) taxes and other duties charged on the Fund by the government and/or other authorities;
 - auditor;
- (d) costs, fees and expenses incurred for the (d) fees incurred for the valuation of any Shariahcompliant investment of the Fund;
 - modification of the Deed save the where such modification is for the benefit of the Manager and/or the Trustee;
 - costs, fees and expenses incurred for any meeting of Unit Holders save where such meeting is convened for the benefit of the Manager and/or the Trustee:
 - sale, purchase, takaful and any other dealing of any Asset of the Fund:
 - any specialist approved by the Trustee for investigating or evaluating any proposed Shariah-compliant investment of the Fund;
 - costs, fees and expenses incurred in engaging any adviser for the benefit of the Fund;
 - costs, fees and expenses incurred in the preparation and audit of the taxation, returns and accounts of the Fund:
- (i) costs, fees and expenses incurred in the (k) costs, fees and expenses incurred in the termination of the Fund or a Class of Units or the removal or retirement of the Trustee or the Manager and the appointment of a new trustee or management company;
 - costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning

- appointment of a new trustee or management company;
- costs, fees and expenses incurred in relation to any arbitration or other proceedings concerning the Fund or any Asset of the Fund, including proceedings against the Trustee or the Manager 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);
- independent members of the investment committee of the Fund, unless the Manager decides otherwise:
- (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any (o) costs, expenses incurred in relation to the change or introduction of any law, regulation or requirement (whether or not having the force of |(p) (where the custodial function is delegated by the law) of any governmental or regulatory authority;
- (o) costs, expenses incurred in relation to the distribution of income (if any);
- Trustee) charges and fees paid to subcustodians taking into custody of any foreign assets or investments of the Fund;
- (g) fees, charges, costs and expenses relating to the preparation, printing, posting, lodgement of documents and reports which the Manager (r) and/or the Trustee may be obliged to prepare, print, post and/or lodge in relation to the Fund by virtue of any relevant law; and
- (r) any tax such as GST and/or other indirect or similar tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under subparagraphs (a) to (g) above.

- 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);
- by the other for the benefit of the Fund (save to |(m) remuneration and out of pocket expenses of the person(s) or members of a committee undertaking the oversight function of the Fund. unless the Manager decides otherwise;
- (m) remuneration and out of pocket expenses of the (n) costs, fees and expenses deemed by the Manager to have been incurred in connection with any change or the need to comply with any change or introduction of any law, regulation or requirement (whether or not having the force of law) of any governmental or regulatory authority;
 - distribution of income (if any);
 - Trustee) charges and fees paid to subcustodians taking into custody of any foreign assets or investments of the Fund;
- (p) (where the custodial function is delegated by the (q) fees, charges, costs and expenses relating to the preparation, printing, posting, lodgement of documents and reports which the Manager and/or the Trustee may be obliged to prepare. print, post and/or lodge in relation to the Fund by virtue of any relevant law; and
 - any tax now or hereafter imposed by law or required to be paid in connection with any costs, fees and expenses incurred under subparagraphs (a) to (q) above.

35.	Section 11 – Salient Terms of Deed, Section 11.8 – Termination of the Fund	Section 11 – Salient Terms of Deed, Section 11.8 – Termination of the Fund,	Amended pursuant to the First Supplemental Deed dated 12 April 2023.
	The Fund may be terminated or wound up upon the occurrence of any of the following events:	The Fund may be terminated or wound up upon the occurrence of any of the following events:	
	 i. a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund, following occurrence of events stipulated under Section 301(1) of the Act and the court has confirmed the Special Resolution, as required under Section 301(2) of the Act; and 	 i. a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund, following occurrence of events stipulated under Section 301(1) of the Act and the court has confirmed the Special Resolution, as required under Section 301(2) of the Act; and 	
	ii. a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.	ii. a Special Resolution is passed at a Unit Holders' meeting to terminate or wind up the Fund.	
		The Manager may, in consultation with the Trustee, terminate and wind up the Fund if the termination of the Fund is in the best interest of the Unit Holders and the Manager deems it to be uneconomical for the Manager to continue managing the Fund.	
		The Manager shall also be entitled to terminate the Fund if the Fund is left with no Unit Holders.	
36.	Section 11 – Salient Terms of Deed, Section 11.9 – Termination of a Class of Units	Section 11 – Salient Terms of Deed, Section 11.9 – Termination of a Class of Units	Amended pursuant to the First Supplemental Deed dated 12 April 2023.
	The Manager may only terminate a particular Class of Units if the termination of that Class of Units does not prejudice the interests of Unit Holders of any other Class of Units. For the avoidance of doubt, the termination of a Class of Units shall not affect the continuity of any other Class of Units of the Fund.	The Manager may only terminate a particular Class of Units if the termination of that Class of Units does not prejudice the interests of Unit Holders of any other Class of Units. For the avoidance of doubt, the termination of a Class of Units shall not affect the continuity of any other Class of Units of the Fund.	
	If at a meeting of Unit Holders to terminate a Class of Units, a Special Resolution to terminate a particular Class Units is passed by the Unit Holders:	If at a meeting of Unit Holders to terminate a Class of Units, a Special Resolution to terminate a particular Class of Units is passed by the Unit Holders:	

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

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

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

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

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

The Manager shall be entitled to terminate a Class of Units if that particular Class of Units is left with no Unit Holders.

Section 11 – Salient Terms of Deed, Section 11.10 – Meeting of Units Holders, Quorum required for a Unit Holders' Meeting

Section 11 – Salient Terms of Deed, Section 11.10 – Meeting of Units Holders, Quorum required for a Unit Holders' Meeting

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

Quorum required for a Unit Holders' Meeting

The quorum required for a meeting of 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 Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy; if the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation at the time of the meeting.

Quorum required for a Unit Holders' Meeting

- (a) The quorum required for a meeting of Unit Holders of the Fund or a Class of Units, as the case may be, shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund or a Class of Units, as the case may be, has five (5) or less Unit Holders, the quorum required for a meeting of Unit Holders of the Fund or a Class of Units, as the case may be, shall be two (2) Unit Holders, whether present in person or by proxy.
- (b) If the meeting has been convened for the purpose of voting on a special resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation of the Fund or a Class of Units, as the case may be, at the time of the meeting.
- (c) If the Fund or a Class of units, as the case may be, has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders of the Fund or a Class of Units, as the case may be.

38. Section 11 – Salient Terms of Deed, Section 11.10 – Meeting of Units Holders, Meeting Convened by the Unit Holders

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

(a) requiring the retirement or removal of the Manager;

Section 11 – Salient Terms of Deed, Section 11.10 – Meeting of Units Holders, Meeting Convened by the Unit Holders

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

a. requiring the retirement or removal of the Manager;

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

- (b) requiring the retirement or removal of the Trustee;
- (c) considering the most recent financial statements of the Fund:
- (d) giving to the Trustee such directions as the meeting thinks proper; or
- (e) considering any matter in relation to the Deed,

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

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

- (a) sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the relevant Unit Holders:
- (b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities: and

- b. requiring the retirement or removal of the Trustee;
- c. considering the most recent financial statements of the Fund:
- d. giving to the Trustee such directions as the meeting thinks proper; or
- e. considering any matter in relation to the Deed,

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

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

- a. sending by post at least seven (7) days before the date of the proposed meeting a notice of the proposed meeting to all the Unit Holders of the Fund or of that Class of Units, as the case may be, at the Unit Holder's last known address or, in the case of jointholders, at the jointholder whose name stands first in the records of the Manager to the jointholder's last known address;
- b. publishing at least fourteen (14) days before the date of the proposed meeting an advertisement

	(c) specifying in the notice the pi meeting and the terms of th proposed at the meeting.		giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and c. specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.				
39.	Section 13 – Conflict of Inte Transactions, fourth paragraph		Deleted.	Amended as it is no longer a requirement to disclose.			
	As at the LPD, none of BIMB I substantial shareholders has ar interest in other corporation cabusiness as BIMB Invest. conducted by the board men representative must be done in the Unit Holders. In the ever directors or Investment Comm directly or indirectly involved in sushould abstain from being indecision making process of the substantial substantial control of the substantial substantial control of the substantial cont	ny direct or indirect irrying on a similar. Any transaction aber or any other the best interest of at that any of the ittee members are uch transactions, he nvolved with any					
40.	Section 14 – Taxation Adviser's Letter		Section 14 – Taxation Adviser's Letter	Amended to update the tax adviser's letter.			
	-Tax adviser's letter-		-Tax adviser's letter has been updated-				
41.	Section 15 – Additional Information, Deed(s) that govern the Fund		Section 15 – Additional Information, Deed(s) that govern the Fund	t Amended to include the reference to the First Supplemental Deed dated 12 April 2023.			
	Other Informat	ion	Other information				
	Deed(s) that govern the Fund	The deed in respect of the Fund is dated	Deed(s) that govern the Fund 1. Deed dated 20 April 2018				

- 10		al Deed dated 12 April 2023	
42.	Nil.	Section 15 – Additional Information, Consent The Trustee, the Shariah Adviser and the Tax Adviser have given their written consent to act in their respective capacity. They have also given their consent for the inclusion of their names and/or statements and/or reports in this Prospectus in the form and context in which it appears and have not subsequently withdrawn their consent to the inclusion of their names and/or statements and/or reports in the form and context in which it appears in this Prospectus.	
43.	Section 17 – Directory of Sales Offices - Directory of sales offices -	Section 17 – Directory of Sales Offices Branches of BIMB Investment Management Berhad JOHOR BAHRU No 33B, Jalan Indah 15/2 Jalan Padang Garong 2 15000 Kota Bharu Kelantan. PT 433 & 434 Tingkat 2 Jalan Padang Garong 2 15000 Kota Bharu Kelantan. Tel: +607-239 5608 Fax: +607-239 5609 Please refer to BIMB Investment's website at https://bimbinvest.com.my for the list of licensed consultants.	Amended for clarity purpose.

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		www.bar branches		 tor	the	list	ot ı	ts