PMBINVESTMENT

199301001702 (256439-D)
(An Islamic Fund Management Company)

# FIRST SUPPLEMENTARY PROSPECTUS FOR PMB-AN-NUR WAQF INCOME FUND

**This First Supplementary Prospectus for PMB-An-Nur Waqf Income Fund dated 1 December 2022 ("First Supplementary Prospectus") is to be read in conjunction with the Prospectus for PMB-An-Nur Waqf Income Fund dated 18 March 2021 ("Prospectus")**

Date of Constitution: 9 March 2021

| | | |
|---|---|---|
| **Manager** | : | PMB Investment Berhad 199301001702 (256439-D) |
| **Trustee** | : | CIMB Islamic Trustee Berhad 198801000556 (167913-M) |
| **Shariah Adviser** | : | Amanie Advisors Sdn Bhd 200501007003 (684050-H) |

**INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS FIRST SUPPLEMENTARY PROSPECTUS AND THE PROSPECTUS OF THE FUND. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.**

**FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" ON PAGE 12 OF THE PROSPECTUS OF THE FUND.**

**THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 1 DECEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS OF THE FUND DATED 18 MARCH 2021.**

**RESPONSIBILITY STATEMENT**

This First Supplementary Prospectus has been reviewed and approved by the directors of PMB Investment Berhad and they collectively and individually accept full responsibility for the accuracy of all information. Having made all reasonable inquiries, they confirm to the best of their knowledge and belief, there are no false or misleading statements, or omission of other facts which would make any statement in this First Supplementary Prospectus false or misleading.

**STATEMENTS OF DISCLAIMER**

The Securities Commission Malaysia has authorised **PMB-An-Nur Waqf Income Fund** ("the Fund") and a copy of this First Supplementary Prospectus has been registered with the Securities Commission Malaysia.

The authorisation of the Fund, and the registration of this First Supplementary Prospectus, should not be taken to indicate that the Securities Commission Malaysia recommends the said Fund or assumes responsibility for the correctness of any statement made, opinion expressed or report contained in the Prospectus of the Fund or this First Supplementary Prospectus.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of PMB Investment Berhad responsible for the said Fund and takes no responsibility for the contents in this First Supplementary Prospectus. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this First Supplementary Prospectus, and expressly disclaims any liability whatsoever arising from, or in reliance upon, the whole or any part of its contents.

**INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. IF INVESTORS ARE UNABLE TO MAKE THEIR OWN EVALUATION, THEY ARE ADVISED TO CONSULT PROFESSIONAL ADVISERS.**

Investors should note that they may seek recourse under the *Capital Markets and Services Act 2007* for breaches of securities laws including any statement in this First Supplementary Prospectus that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to this First Supplementary Prospectus or the conduct of any other person in relation to the Fund.

**PMB-An-Nur Waqf Income Fund** has been certified as Shariah-compliant by the Shariah Adviser appointed for the Fund.

**THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 1 DECEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS OF THE FUND DATED 18 MARCH 2021.**

## I. ANNOUNCEMENT

This First Supplementary Prospectus dated 1 December 2022 (referred to herein as "First Supplementary Prospectus") is issued due to the amendments made to the Prospectus for PMB-An-Nur Waqf Income Fund dated 18 March 2021 (referred to herein as "Prospectus") as stated under Section II below.

Unless otherwise provided in this First Supplementary Prospectus, all the capitalised terms used herein shall have the same meanings ascribed to them in the Prospectus.

## II. AMENDMENTS AND CHANGES

Information disclosed in the Prospectus shall remain unchanged except as specified below: -

### A. GENERAL CONSEQUENTIAL AMENDMENTS

1) Unless otherwise stated, reference to the Manager's email address and business hours wherever appearing in the Prospectus will be replaced with the following:

| | |
|---|---|
| Email | clients@pelaburanmara.com.my |
| Business hours | Monday – Thursday, 8.30 a.m. - 5.30 p.m.; and<br>Friday, 8.30 a.m. - 12.30 p.m. / 2.30 p.m. - 5.30 p.m (excluding public holidays) |

2) All references to "interim" wherever appearing in the Prospectus will be replaced with "semi-annual".

### B. SECTION 1 - GLOSSARY OF TERMS/ABBREVIATIONS

The relevant terms in **Section 1- Glossary of Terms/Abbreviations** which are disclosed on pages 5 to 8 of the Prospectus is hereby deleted in its entirety and substituted with the following:

| | |
|---|---|
| **"eligible market"** | means an exchange, government securities market or an over-the-counter (OTC) market -<br>a) that is regulated by a regulatory authority of that jurisdiction;<br>b) that is open to the public or to a substantial number of market participants; and<br>c) on which financial instruments are regularly traded; |
| **"transferable securities"** | refers to shares or securities equivalent to shares, securitised debt and sukuk but do not include money market instruments or any securities where the title can be transferred only with the consent of a third party; |

**THIS FIRST SUPPLEMENTARY PROSPECTUS DATED 1 DECEMBER 2022 IS TO BE READ IN CONJUNCTION WITH THE PROSPECTUS OF THE FUND DATED 18 MARCH 2021.**

## C. SECTION 2 - CORPORATE DIRECTORY

The information in relation to the **Business Office of the Manager, Business Office of the Trustee, Registered Office and Business Office of the Shariah Adviser** and **Business Office of the Waqf Institution** in **Section 2 - Corporate Directory** which is disclosed on page 9 of the Prospectus is hereby deleted in its entirety and substituted with the following:

| | | |
|---|---|---|
| **MANAGER** | : | **PMB INVESTMENT BERHAD [199301001702 (256439-D)]** |
| Business Office | : | $2^{nd}$ Floor, Wisma PMB<br>No 1A, Jalan Lumut<br>50400 Kuala Lumpur<br>Tel: 03-4145 3800 Fax: 03-4145 3901<br>Website: www.pmbinvestment.com.my<br>E-mail: clients@pelaburanmara.com.my |
| **TRUSTEE** | : | **CIMB ISLAMIC TRUSTEE BERHAD [198801000556 (167913-M)]** |
| Business Office | : | Level 21, Menara CIMB<br>Jalan Stesen Sentral 2<br>Kuala Lumpur Sentral<br>50470 Kuala Lumpur<br>Tel: 03-2261 8888 Fax: 03-2261 9894<br>Website: www.cimb.com<br>Email: ss.corptrust@cimb.com |
| **SHARIAH ADVISER** | : | **AMANIE ADVISORS SDN BHD [200501007003 (684050-H)]** |
| Registered Office | : | Unit 11-3a, $3^{rd}$ Mile Square<br>No. 151, Jalan Klang Lama<br>Batu 3 ½<br>58100 Kuala Lumpur |
| Business Office | : | Level 13A-2, Menara Tokio Marine Life<br>189, Jalan Tun Razak<br>50400 Kuala Lumpur<br>Tel: 03-2161 0260 Fax: 03-2161 0262 |
| | : | Website: www.amanieadvisors.com |
| | : | E-mail: info@amanieadvisors.com |
| **WAQF INSTITUTION** | : | **WAQAF AN-NUR CORPORATION BERHAD [200001027369 (529976-D)]** |
| Business Office | : | Lot 1B, Podium 1,<br>Menara Ansar,<br>65, Jalan Trus,<br>80000 Johor Bahru, Johor<br>Tel: 07-297 2692 |
| | : | Website: www.waqafannur.com.my |
| | : | E-mail: admin@waqafannur.com.my |

**D. SECTION 3 – THE FUND**

1) The information on **Subsection 3.6(a)(vi) – Liquidity Risk** which is disclosed on page 13 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**(vi) Liquidity Risk**

Liquidity risk refers to the ease of liquidating an asset depending on the asset's volume traded in the market. If the Fund holds assets that are illiquid, or are difficult to dispose of, the value of the Fund will be negatively affected when it has to sell such assets at unfavorable prices.

The liquidity risk of the Fund also refers to the Manager's ability to honour redemption requests or to pay Unit Holders' redemption proceeds in a timely manner. This is subject to the Fund's holding of adequate liquid assets, its ability to borrow on a temporary basis as permitted by the relevant laws and/or its ability to redeem the Fund's investments at fair value. Should there be inadequate liquid assets held, the Fund may not be able to honour requests for redemption or to pay Unit Holders' redemption proceeds in a timely manner and may be forced to dispose the Fund's investments at unfavourable prices to meet redemption requirements.

2) The information on **Subsection 3.6(b)(viii) – Derivative Risk** which is disclosed on page 15 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**(viii) Derivative Risk**

The Manager may use Islamic derivatives for hedging and risk reduction purposes to protect the Fund from anticipated detrimental movements in the underlying markets or investments, depending on the market circumstances. While the use of derivatives may pose certain risks, including but not limited to:

(a) the risk of derivative transactions having the effect of increasing the volatility of the Fund's respective NAV;

(b) the risk of loss from default by the counterparty, typically as a consequence of insolvency or failed settlement; and/or

(c) the risk of the supply and demand factors in the derivatives market and in other related markets impacting the liquidity of the derivatives market adversely, which in turn would adversely affect derivatives pricing and the Fund.

The Manager will mitigate the risks by monitoring closely all investment in Islamic derivatives or unwinding the position if there is material adverse change to the respective derivative issuer.

For the purposes of the Fund's investment in Islamic derivatives, the global exposure will be calculated using commitment approach to ensure it does not exceed the Fund's NAV. The global exposure of the Fund to Islamic derivatives is calculated as the sum of the:

(a) absolute value of the exposure of each individual Islamic derivative not involved in netting or hedging arrangements;

(b) absolute value of the net exposure of each individual Islamic derivative after netting or hedging arrangement; and

(c) the values of cash collateral received pursuant to the reduction of exposure to counterparties of OTC Islamic derivatives.

3) The information on **Section 3.11 – Investment Restrictions and Limits** which is disclosed on pages 20 - 21 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**Section 3.11 – Investment Restrictions and Limits**

The investments limits for the Fund are in line with the UTF Guidelines as follows: -

**(a) Exposure Limits**

The aggregate value of the Fund's investments in Shariah-compliant transferable securities that are not traded or dealt in or under the rules of an eligible market, Islamic collective investment schemes that do not comply with the UTF Guidelines and other securities must not exceed 15% of the Fund's NAV, subject to a maximum limit of 10% on the Fund's NAV in a single issuer, as the case may be.

**(b) Investment Spread Limits**

(1) The value of the Fund's investments in Shariah-compliant ordinary shares issued by any single issuer must not exceed 10% of the Fund's NAV.

(2) The value of the Fund's investment in Shariah-compliant transferable securities and Islamic money market instruments issued by any single issuer must not exceed 15% of the Fund's NAV ("single issuer limit"). In determining the single issuer limit, the value of the Fund's investments in instruments in paragraph (a) above issued by the same issuer must be included in the calculation.

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

(a) 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

(b) 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.

(4) The aggregate value of the Fund's investments in, or exposure to, a single issuer through:

(a) Shariah-compliant transferable securities;

(b) Islamic money market instruments;

(c) Islamic deposits;

(d) underlying assets of Islamic derivatives; and

(e) counterparty exposure arising from the use of OTC Islamic derivatives,

must not exceed 25% of the Fund's NAV, the value of the Fund's investments in instruments in paragraph (a) above issued by the same issuer must be included in the calculation.

(5) The value of the Fund's investments in units or shares of an Islamic collective investment scheme must not exceed 20% of the Fund's NAV, provided that the Islamic collective investment scheme complies with the UTF Guidelines.

(6) The value of the Fund's investments in units or shares of an Islamic collective investment scheme that invests in real estate must not exceed 15% of the Fund's NAV.

(7) 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 20% of the Fund's NAV ("group limit"). In determining the group limit, the value of the Fund's investments in instruments in paragraph (a) above issued by the issuers within the same group of companies must be included in the calculation.

**(c) Investment Concentration Limits**

(1) The Fund's investments in Shariah-compliant shares or Shariah-compliant securities equivalent to shares must not exceed 10% of the Shariah-compliant shares or Shariah-compliant securities equivalent to shares, as the case may be, issued by a single issuer.

(2) The Fund's investments in sukuk must not exceed 20% of the sukuk issued by a single issuer. This limit may be disregarded at the time of acquisition if at that time of acquisition, the gross amount of sukuk in issue cannot be determined.

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

(4) The Fund's investment in Islamic collective investment scheme must not exceed 25% of the units or shares in the Islamic collective investment scheme.

**E. SECTION 4 - WAQF MECHANISM OF THE FUND**

1) The information on **Paragraph 3, 4 and 5 of Subsection 4.5(b) – Profile of Waqf Institution** which is disclosed on page 32 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**4.5(b) – Profile of Waqf Institution**

The main objective of establishing the chain of Klinik Waqaf An-Nur is to provide healthcare treatments and dialysis facilities to the public, particularly the deserving, regardless of their ethnicity and religion. Currently, the Klinik Waqaf An-Nur network has seventeen (17) clinics located in Johor, Negeri Sembilan, Selangor, Perak, Sarawak, Penang and Kelantan and six (6) mobile clinics.

Waqaf An-Nur's charitable contributions have benefited patients' welfare, mosque activities, other welfares and orphanage/poor associations and include corporate responsibility programme implementations. Contributions are also being channeled to deserving students and entrepreneurs and to increase preaching (dakwah) activities nationwide.

For further details, you may visit Waqaf An-Nur's website at http://www.waqafannur.com.my/

2) The information on **Paragraph 3 of Subsection 4.8 – Distribution of Income Generated from Waqf Units** which is disclosed on page 35 of the Prospectus, is hereby deleted in its entirety and substituted with the following:

**Paragraph 3 of Subsection 4.8 – Distribution of Income Generated from Waqf Units**

For the details of waqf distribution, you may read the latest annual report published by Waqaf An-Nur at - http://www.waqafannur.com.my/Content/files/documentList/Wancorp_DocumentList_8DBEE9C1.pdf.

The Manager will also disclose the distribution of the income generated from the Waqf Units sourced from the Fund in every annual report of the Fund.

**F. SECTION 5 – CHARGES, FEES AND EXPENSES**

1) The information on **Subsection 5.3(e) – Expenses incurred by the Fund** which is disclosed on page 39 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**5.3 Expenses incurred by the Fund**

(e) fees for the valuation of any assets of the Fund;

2) The information on **Section 5.5 – Rebates and Soft Commission** which is disclosed on page 39 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**5.5 Rebates and Soft Commission**

The Manager and/or its delegate will not retain any rebate from, or otherwise share in any commission with, any broker or dealer in consideration for directing dealings in the Fund's assets. Accordingly, any rebate or shared commission will be directed to the account of the Fund.

However, the Manager and/or its delegate may retain goods and services (soft commissions) provided by any broker or dealer 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 designated fund manager shall not enter into unnecessary trades in order to achieve a sufficient volume of transactions to qualify for soft commissions.

**G. SECTION 6 – TRANSACTION INFORMATION**

1) The information on **Subsection 6.3(g) – Cooling-off Policy** which is disclosed on page 45 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**6.3 (g) - Cooling-off Policy**

**A first-time individual investor** with the Manager shall have the right, within six (6) Business Days, commencing from the day the completed application is received and accepted by the Manager to withdraw his/her investment in the Fund. However, this Cooling-off Period does not apply to a staff of the Manager and a person registered with a body approved by the SC to deal in unit trusts.

The refund pursuant to an exercise of a Cooling-off Right 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.

The Manager will refund the charges imposed on the day the units were purchased.

The money payable out of this transaction will be refunded to the investor within seven (7) Business Days of the Manager's receipt of the repurchase request.

2) The information on **Subsection 6.4(d) – Payment of Repurchase of Units** which is disclosed on page 46 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**6.4 (d) - Payment of Repurchase of Units**

We will remit the payment of your repurchase request within seven (7) Business Days from the receipt of your request, provided that all required documents are completed and verified.

We reserve the right to vary the terms and conditions of repurchase mode from time to time, which shall be communicated to you in writing.

Any charges or fees imposed by financial institutions relating to the remittance of the payment will be borne by you.

3) The information on **Section 6.9 – Incorrect Pricing** which is disclosed on page 50 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**6.9 - Incorrect Pricing**

In the case of valuation or pricing error, the Manager will take immediate remedial action to rectify the error. Where the incorrect valuation or pricing is at or above the threshold of 0.5% of the NAV per unit, rectification must be extended to the reimbursement of money-

(i) by the Manager to the Fund;

(ii) from the Fund to the Manager; or

(iii) by the Manager to Unit Holders and former Unit Holders.

Notwithstanding the abovementioned, if the amount to be reimbursed to an individual account is less than RM10.00, the requirement to reimburse does not apply.

**H. SECTION 7 - THE MANAGER**

1) The information on **Section 7.1 – Manager's Profile** which is disclosed on page 51 of the Prospectus is hereby deleted in its entirety and substituted with the following**:**

**7.1 - Manager's Profile**

PMB Investment Berhad (PMB Investment) is a wholly owned subsidiary of Pelaburan MARA Berhad (PMB). It is licensed under the CMSA as an Islamic fund management company. Incorporated on 15 January 1993 under the Companies Act, 1965, PMB Investment assumed the unit trust operations from PMB, then known as Amanah Saham MARA Berhad (ASMB). PMB Investment has been managing unit trust funds since 1968 when it launched its first unit trust fund, then known as Kumpulan Modal Bumiputera Yang Pertama, on 6 April 1968, which is now known as PMB Dana Al-Aiman. Currently, PMB Investment manages eighteen (18) unit trust funds, one (1) wholesale fund and a number of private mandate funds.

2) The information on **Section 7.2 – Board of Directors** which is disclosed on page 51 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**7.2 - Board of Directors**

Our board of directors is responsible for the overall management of the Manager and its funds. The board of directors not only ensures corporate governance is practiced but policies and guidelines are adhered to.

The list of board of directors are available on our website, www.pmbinvestment.com.my/about-us/board-of-directors/

3) The information on **Subsection 7.5 – Investment Committee** which is disclosed on pages 51-52 of the Prospectus is hereby deleted in its entirety.

## I. SECTION 8 – SHARIAH ADVISER OF THE FUND

The information in **Section 8.4 – Roles and Responsibilities of the Shariah Adviser** which is disclosed on page 54 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**8.4 - Roles and Responsibilities of the Shariah Adviser**

As Shariah adviser for the Fund, the role of Amanie Advisors Sdn Bhd (Amanie) is to ensure that the investment operation and management of the Fund is in compliance with Shariah requirements. Amanie 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 operation and management rests solely with the Manager.

In line with the SC Guidelines, the roles of Amanie as the Shariah adviser are:

(i) to ensure that the Fund is managed and administered in accordance with Shariah principles. The Shariah Adviser will meet with the Manager twice a year to discuss Shariah matters relating to the Fund;

(ii) to provide expertise and guidance in all matters relating to Shariah principles, including the Deed and the Prospectus, its structure and investment process, and other operational and administrative matters;

(iii) to consult with SC where there is any ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process;

(iv) to act with due care, skill and diligence in carrying out its duties and responsibilities;

(v) to be responsible for scrutinizing the Fund's compliance report as provided by the compliance officer and investment transaction report provided by, or duly approved by, the Trustee to ensure that the Fund's investments are in line with Shariah principles; and

(vi) to prepare a report to be included in the Fund's semi-annual and annual reports certifying whether the Fund has been managed and administered in accordance with Shariah principles for the period concerned.

**For detailed information on the Shariah Adviser, please visit www.amanieadvisors.com**

## J. SECTION 10 – SALIENT TERMS OF THE DEED

1) The information in **Subsection 10.3(d) – Permitted Expenses** which is disclosed on page 58 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**10.3– Permitted Expenses**

(d) fees for the valuation of any assets of the Fund;

2) The information in **Subsection 10.3(k) – Permitted Expenses** which is disclosed on page 59 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**10.3– Permitted Expenses**

(k) costs, fees and expenses incurred in the termination of the Fund or any Class of units the Fund or the removal of the Trustee or the Manager and the appointment of a new trustee or management company;

3) The information in **Subsection 10.3(m) – Permitted Expenses** which is disclosed on page 59 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**10.3– Permitted Expenses**

(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;

4) A new **subsection 10.5(b) -Termination of Fund** is hereby inserted immediately after Section 10.5(a):

**10.5 -Termination of Fund**

(b) Notwithstanding paragraph (a), the Manager may, in its sole discretion and without having to obtain the prior consent of the Unit Holders, 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.

5) The information in **Section 10.6 – Termination of a Class of units** which is disclosed on page 62 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**Section 10.6 – Termination of a Class of units**

The Manager may terminate a particular Class of units via the passing of a Special Resolution by the Unit Holders of such Class of units at a meeting of such Unit Holders, and subject to and in accordance with the relevant laws. 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.

Notwithstanding the above, the Manager may, in its sole discretion and without having to obtain the prior consent of the Unit Holders, terminate a particular Class of units if the termination of the Class of units is in the best interest of the Unit Holders and the Manager deems it to be uneconomical for the Manager to continue managing the Class of units.

6) The information in **Subsection 10.7(a)(i) – Meeting Requested by Unit Holders** which is disclosed on page 62 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**10.7(a)– Meeting Requested by Unit Holders**

(i) 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), of all the Unit Holders of the Fund or of a particular Class of units, as the case may be, whichever is less, at the registered office of the Manager, summon a meeting of the Unit Holders of the Fund or of a particular Class of units, as the case may be, by:

(a) sending by post to each Unit Holder at his last known address or, in the case of joint holders, to the joint holder whose name stands first in the records of the Manager at the joint holder's last known address 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 a particular Class of units, as the case may be;

(b) publishing at least fourteen (14) days before the date of the proposed meeting an advertisement giving notice of the proposed meeting in a national language newspaper published daily and another newspaper approved by the relevant authorities; and

(c) specifying in the notice the place and time of the meeting and the terms of the resolutions to be proposed at the meeting.

7) The information in **Subsection 10.7(d) – Quorum Required for a Unit Holders' Meeting** which is disclosed on page 64 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**10.7(d) – Quorum Required for a Unit Holders' Meeting**

(i) The quorum required for a meeting of the Unit Holders of the Fund or a Class of units, as the case may be, shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund or a Class of units, as the case may be, has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund or a Class of units shall be two (2) Unit Holders, whether present in person or by proxy.

(ii) 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.

(iii) 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.

## K. SECTION 12 – RELATED-PARTY TRANSACTIONS AND CONFLICT OF INTEREST

The information in **Paragraph 5 of Section 12 - Related-Party Transactions and Conflict of Interest** which is disclosed on page 66 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**Paragraph 5 of Section 12 - Related-Party Transactions and Conflict of Interest**

Save as disclosed below, there are no existing or proposed related party transactions involving or in connection with the Fund, the Manager, the Trustee or persons connected to them as at 31 October 2022:

| Name of Party | Name of Related Party and Nature of Relationship | Existing / Potential Related Party Transaction |
|---|---|---|
| The Manager | Pelaburan MARA Berhad<br>The Manager is wholly-owned by Pelaburan MARA Berhad. Dato' Zulfikri Osman, a director of the Manager, is also the director of Pelaburan MARA Berhad. | Delegate:<br>The Manager has delegated its back-office functions (i.e., legal & compliance, information technology, risk management, human capital management, corporate communications, administration and internal audit) to Pelaburan MARA Berhad. |

## L. SECTION 14 – ADDITIONAL INFORMATION

1) The information in **Section 14.2 – Avenue for Advice to Prospective Investors** which is disclosed on page 74 of the Prospectus is hereby deleted in its entirety and substituted with the following:

### 14.2 Avenue for Advice to Prospective Investors

You may communicate with us via: -

- Clients Services Unit: 03-4145 3900
- Email: clients@pelaburanmara.com.my
- Website: Complete the feedback form at www.pmbinvestment.com.my

For investment in unit trust, you may find answers to all your questions at www.fimm.com.my/investors/.

2) The information in relation to Section 14.3 – Deed of the Fund which is disclosed on page 74 of the Prospectus is hereby deleted in its entirety and substituted with the following:

### 14.3 Deed of the Fund

The deed in respect of the Fund is dated 9 March 2021 as amended by the first supplemental deed dated 25 October 2022 which is available for inspection at the business office of the Manager.

3) The information in relation to **Institutional UTS Adviser (IUTA)** and **Corporate UTS Advisers (CUTA)** in **Section 14.8 – List of Distribution Channels** which is disclosed on pages 76-77 of the Prospectus is hereby deleted in its entirety and substituted with the following:

**14.8 List of Distribution Channels**

**Institutional UTS Adviser (IUTA)**

For more details on the list of appointed IUTA, please contact the Manager.

**Corporate UTS Advisers (CUTA)**

For more details on the list of appointed CUTA, please contact the Manager.

## III. STATEMENT OF CONSENT

The Trustee, Shariah Adviser and Waqf Institution have given their consent for the inclusion of their names in the manner and form and context in which they appear in this First Supplementary Prospectus and have not withdrawn such consent.

*[The rest of this page is intentionally left blank]*