PNB



A company incorporated with limited liability under the laws of Malaysia and wholly-owned by Permodalan Nasional Berhad (38218-X)



AmanahRaya Trustees Berhad



This Prospectus is dated 18 September 2018



ASN SARA (MIXED ASSET CONSERVATIVE) 2

This Fund was constituted on 17 August 2018

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THE PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER. FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON SECTION 3.2.

RESPONSIBILITY STATEMENTS

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

STATEMENTS OF DISCLAIMER

The Securities Commission Malaysia has authorised the Fund and a copy of this Prospectus has been registered with the Securities Commission Malaysia.

The authorisation of the Fund, and registration of this 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 this Prospectus.

The Securities Commission Malaysia is not liable for any non-disclosure on the part of ASNB and takes no responsibility for the contents in this Prospectus. The Securities Commission Malaysia makes no representation on the accuracy or completeness of this 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.

Additional Statement

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 Prospectus that is false, misleading, or from which there is a material omission; or for any misleading or deceptive act in relation to this Prospectus or the conduct of any other person in relation to the Fund.

TABLE OF CONTENT

Secti	on			Page
1	GLOSS	ARY OF TE	RMS / ABBREVIATIONS	1
2	CORD	ORATE DIRI	L C T O D V	4
Z	CURP		ECTORY	4
3	INFOR		N RELATION TO THE FUND	5
	3.1	GENERA	L INFORMATION OF THE FUND – ASN Sara 2	5
	3.2	POTENT	IAL RISK ASSOCIATED WITH THE FUND	9
		3.2.1	Control of Risk	9
	3.3	GENERA	L RISKS OF INVESTING IN UNIT TRUST FUND	9
	3.4	SPECIFIC	CRISKS OF INVESTING IN THE FUND	11
4			AND EXPENSES	14
	4.1		S AND FEES DIRECTLY INCURRED WHEN PURCHASING OR	14
			HASING UNITS OF THE FUND	
		4.1.1	Sales Charge and Repurchase Charge	14
		4.1.2	Transfer Fee	15
		4.1.3	Switching Fee	15
	4.2	CHARGE	S AND FEES INDIRECTLY INCURRED BY UNIT HOLDERS	15
		4.2.1	Annual Management Fee	15
		4.2.2	Annual Trustee Fee	16
		4.2.3	Fund's Other Expenses	16
	4.3	POLICY (ON STOCKBROKING REBATES AND SOFT COMMISSIONS	16
	4.4	AVENUE	FOR ADVICE	16
5	TRANS	SACTION IN	IFORMATIONS	18
	5.1	GENERA	LINFORMATION	18
	5.2	BASES O	F VALUATION OF INVESTMENTS	20
	5.3	POLICY (ON GEARING	21

5	TRANS	ACTION INFORMATIONS (continue)	
	5.4	VALUATION OF UNITS	22
	5.5	VALUATION POINT FOR THE PURPOSE OF DETERMINING THE NAV	22
		5.5.1 Valuation Point	22
		5.5.2 NAV per Unit	22
	5.6	BASIS OF CALCULATIONS AND ASSUMPTIONS IN CALCULATION OF	23
		RETURNS	
	5.7	PRICING OF UNITS	24
		5.7.1 Forward Pricing for both Purchase and Repurchase	24
		Transaction	
		5.7.2 Incorrect Pricing	24
	5.8	COMPUTATION OF PRICES	25
		5.8.1 Single Pricing Policy	25
	5.9	HOW TO PURCHASE UNITS	26
	5.10	TRANSACTION DETAILS ON PURCHASE OF UNITS	27
	5.11	TRANSACTION DETAILS ON REPURCHASE OF UNITS	27
	5.12	DISTRIBUTION CHANNELS	28
	5.13	SWITCHING OF UNITS BETWEEN FUNDS	28
	5.14	TRANSFER OF UNITS	28
	Г 1 Г	5.14.1 Transfer of Units for Deceased Unit Holder	28
	5.15		29
	5.16	COOLING-OFF PERIOD AND COOLING-OFF RIGHT	29
		5.16.1 Cooling-off Period	29
	5.17	5.16.2 Cooling-off Right UNIT HOLDERS' RIGHT	29 30
	5.17	INCOME DISTRIBUTION AND REINVESTMENT POLICIES	30
	5.19	ADDITIONAL INFORMATION	31
	5.15	5.19.1 Dissemination of Information to Unit Holders	31
		5.19.2 Information on Current NAV Price Per Unit	32
		5.19.3 Record Keeping of Documents	32
		5.19.4 Customer Service	32
		5.19.5 Material Contracts	32
		5.19.6 Others	32
6	THE M	ANAGEMENT AND THE ADMINISTRATION	33
	6.1	GENERAL INFORMATION ON ASNB	33
	6.2	THE BOARD OF DIRECTORS	33

	6.3	ROLES, DUTIES AND RESPONSIBILITIES OF THE MANAGEMENT COMPANY	33
	6.4	FUNCTIONS OF THE INVESTMENT COMMITTEES OF THE FUND	34
	6.5	THE INVESTMENT MANAGER OF THE FUND - PNB	34
	6.6	FUNCTIONS OF THE INVESTMENT MANAGER	34
	6.7	DISCLOSURE OF CURRENT MATERIAL LITIGATION AND ARBITRATION	35
7	TRUST	EE	36
	7.1	GENERAL INFORMATION	36
	7.2	ROLES, DUTIES AND OBLIGATIONS	36
	7.3	STATEMENT OF RESPOSIBILITY	37
	7.4	DISCLOSURE OF CURRENT MATERIAL LITIGATION AND ARBITRATION	37
	7.5	TRUSTEE'S DELEGATE	37
8		NT TERMS OF THE DEED	38
	8.1	THE DEED	38
	8.2	RIGHTS AND LIABILITIES OF UNIT HOLDERS	38
	8.3	MAXIMUM FEES AND CHARGES PERMITTED BY THE DEED	38
	8.4	INCREASE IN FEES AND CHARGES FROM THE LEVEL DISCLOSED IN THE	39
		PROSPECTUS AND THE MAXIMUM RATE PROVIDED IN THE DEED	
	8.5	PERMITTED EXPENSES PAYABLE OUT OF THE FUNDS' PROPERTY	39
	8.6	REMOVAL, RETIREMENT AND REPLACEMENT OF THE TRUSTEE	40
	8.7	TERMINATION OF THE FUND	40
	8.8	UNIT HOLDERS' MEETING	41
•			10
9			42
	9.1	EXEMPTIONS AND VARIATIONS FROM THE SC GUIDELINES	42
10	DELAT	ED PARTY TRANSACTIONS / CONFLICT OF INTEREST	43
10	10.1	EXISTING AND POTENTIAL RELATED PARTY TRANSACTIONS	43
	10.1	CONFLICT OF INTEREST	43
	10.2	POLICIES ON DEALING WITH CONFLICT OF INTEREST SITUATIONS	43
	10.5	DETAILS OF ASNB'S DIRECTORS' DIRECT AND INDIRECT INTEREST IN	44
	10.4	OTHER CORPORATIONS CARRYING ON A SIMILAR BUSINESS	
	10.5	DETAILS OF ASNB'S SUBSTANTIAL SHAREHOLDERS' DIRECT AND INDIRECT	45
	10.5	INTEREST IN OTHER CORPORATIONS CARRYING ON A SIMILAR BUSINESS	10
	10.6	DECLARATION OF CONFLICT OF INTEREST	45

11	TAXATIONS OF THE FUND	46
12	DOCUMENTS AVAILABLE FOR INSPECTION	52
13	DIRECTORY	53
	13.1 ASNB BRANCHES	53
	13.2 AGENT MANAGEMENT & CUSTOMER RELATIONS DEPARTMENT	56
14	LIST OF AGENTS	57

1. GLOSSARY OF TERMS/ABBREVIATIONS

In this Prospectus, except where the context otherwise requires, the following words and expressions shall bear the following meanings:

Act	 The Capital Market and Services Act 2007, including all amendments thereto and all regulations, rules and guidelines issued in connection therewith.
ASNB	 Amanah Saham Nasional Berhad (47457-V).
Bursa Malaysia	 Bursa Malaysia Securities Berhad (635998-W).
Business Day	 A day on which the Bursa Malaysia is open for dealings.
Cooling-Off Period	 The cooling-off period for the fund is six (6) Business Days commencing from the date of purchase i.e the date on which the Manager receives the application form and the investment amount.
Cooling-Off Right	 The right of a unit holder who is investing in any unit trust funds* managed by ASNB for the first time, to obtain a refund of his investment if he so request within the Cooling-off Period. The cooling-off right, however, does not extend to a corporation or institution, the staff of ASNB or persons registered with the body approved by the SC to deal in unit trust funds. The amount must be refunded within ten (10) days of receipt of the cooling-off application by ASNB.
	Note*: Refers to all of the unit trust funds managed by ASNB that are not granted exemptions from provision in the Guidelines relating to Cooling-off Right
Cut-off time	 The time by which requests for unit purchases or repurchase by investors are accepted each day up to the Fund's dealing cut-off time and are processed using the same day-end's NAV per unit prices.
Deed	 The deed for the Fund and any other supplemental deeds that may be entered into between the Manager and the Trustee and registered with the SC.
Deposits	 Money placed with financial institutions in cash or fixed deposit.
Eligible Market	 Any market, such as the stock market, futures market, money market and over-the-counter bond market, as agreed in writing from time to time by the Manager and Trustee, which falls within the definition of an Eligible Market as defined in the Guidelines.

FBM 100	 FTSE Bursa Malaysia Top 100 Index
Forward Pricing	 The price of a unit that is the NAV per unit calculated at the next valuation point after an instruction or a request is received by the Manager.
Fixed Price Funds	 Any fixed price fund managed by ASNB namely Amanah Saham Bumiputera, or Amanah Saham Wawasan 2020, or Amanah Saham Malaysia, or Amanah Saham Didik, or Amanah Saham 1Malaysia, or Amanah Saham Bumiputera 2 and will include any fixed price funds managed by ASNB in the future.
Fund	 ASN Sara (Mixed Asset Conservative) 2, "ASN Sara 2"
Guidelines	 Guidelines on Unit Trust Funds issued by the SC as may be amended from time to time.
Historical Pricing	 The price of a unit that is the NAV per unit calculated at the valuation point before an instruction or request is received by the Manager.
Initial Offer Period [IOP]	 21 days from the date of launching of the Fund.
Investment Manager	■ PNB.
Long-term	 A period of more than five (5) years.
Manager/ Management Company	 ASNB being the Manager of ASN Sara 2.
Maybank	 Malayan Banking Berhad
Minimum Initial Investment	 The minimum amount that an eligible investor shall purchase as an initial investment in the Fund.
Net Asset Value (NAV)	 The NAV is determined by deducting the value of the Fund's liabilities from the value of the Fund's assets, at the valuation point.
NAV per unit	 The NAV of the Fund divided by the UIC.
PHNB	 Pelaburan Hartanah Nasional Berhad (175967-W)

	1		
PNB	 Permodalan Nasional Berhad (38218-X), the holding company of ASNB, and the Investment Manager of the Fund. 		
RM and sen	 The legal currency of Malaysia. 		
SC	 Securities Commission Malaysia established under the Securities Commission Act 1993. 		
Тах	 Goods and Services Tax or any other tax imposed by the Government of Malaysia from time to time. 		
Trustee	 AmanahRaya Trustees Berhad (766894-T). 		
Unit Holder /Registered Holder	 The person registered for the time being as a holder of units in ASN Sara 2, in accordance with the provisions of the Deed of ASN Sara 2. 		
Units	 Units of the Fund. 		
Units in Circulation (UIC)	 Units of the Fund created and fully paid. 		
Variable Price Funds	 Any variable price funds managed by ASNB namely, Amanah Saham Nasional, or ASN Equity 2 [formerly known as Amanah Saham Nasional 2], or ASN Imbang (Mixed Asset Balanced) 1 [formerly known as Amanah Saham Nasional 3 Imbang], or ASN Umbrella (formerly known as Amanah Saham Gemilang), the umbrella fund for ASN Imbang (Mixed Asset Balanced) 2 [formerly known as Amanah Saham Pendidikan], ASN Sara (Mixed Asset Conservative) 1 [formerly known as Amanah Saham Persaraan] and ASN Equity 3 [formerly known as Amanah Saham Kesihatan] and will include any variable price funds managed by ASNB in the future. 		

Definitions or meanings of words not otherwise expressed above shall follow the meaning or interpretation as ascribed in the Guidelines and any other relevant laws governing unit trust funds

2. CORPORATE DIRECTORY

Manager/Management Company

Registered Office	Business Office
4th Floor, Balai PNB 201-A, Jalan Tun Razak 50400 Kuala Lumpur Tel: 03-2050 5100	ASNB Main Counter 1st Floor, Balai PNB 201-A, Jalan Tun Razak 50400 Kuala Lumpur Tel: 03-2050 5100 Website: <u>www.asnb.com.my</u> Portal : <u>www.myasnb.com.my</u> Email: <u>asnbcare@pnb.com.my</u>

Trustee

- AMANAHRAYA TRUSTEES BERHAD (766894-T)

Registered Office

Tingkat 11,Wisma AmanahRaya No. 2, Jalan Ampang 50508 Kuala Lumpur Tel: 03-2055 7388

Business Office

Tingkat 2, Wisma AmanahRaya II No. 21, Jalan Melaka 50100 Kuala Lumpur Tel: 03-2036 5129 / 5003 Website: <u>www.artrustees.com.my</u> Email: <u>art@arb.com.my</u>

3. INFORMATION IN RELATION TO THE FUND

3.1 GENERAL INFORMATION OF THE FUND – ASN Sara 2

Category	Type of Fund	Financial Year End
Mixed Asset	Conservative 30 September	
Initial Offer Period (IOP)	 21 days from the date of launching of the Fund. 	
Initial Unit Price	• RM1.00 a unit within IOP.	
Investment Objective	 The Fund seeks to provide income stream with potentia 	investors with liquidity and regular I long term capital growth.
	Note: Any material changes to the inves Holders' approval.	tment objective of the Fund would require Unit
Investment Policies and Principal Investment Strategy	 The Fund seeks to achieve its objective by mainly investing in fixed income securities and liquid assets, equities and other investments 	
Asset Allocation Strategy		0% of its NAV in fixed income securities nts inclusive of liquid assets, while the quities.
Investment Selection	 the interest rate outlook, p tenor and yields at reasonabl The investment in equitie fundamentally strong compa good management and corp 	e securities is based on factors such as potential returns, investment ratings, e level of risk. s may include primarily shares in inies with sustainable business model, porate governance. Equities that are investment Manager's estimation of fair

	 value and shares that are capable of generating regular income will also be considered for inclusion into the portfolio. Sectors are selected by adopting a top-down approach in sectors with potential and higher returns. The Fund adopts a bottom-up approach in securities selection. Securities selection for listed and unlisted securities will be based on fundamental analysis of the companies/issuers, which include, among others, the financial strength, management capability, prospects of the industry as well as its business cycle. The Fund may invest overseas for return enhancement subject to prevailing market and currency condition.
Temporary Defensive Position	• The Fund may at time take temporary defensive positions by shifting into lower risk investments such as cash in response to adverse economic and any other market conditions such as changes in interest rate policy.
Permitted Investment	 The Manager has the absolute discretion, subject to the Deed, the investment policy for the Fund and the requirements of the SC and other regulatory body, as to how the assets of the Fund is invested. The Fund may invest in Government securities, corporate bonds, deposits at call with any financial institution, banker's acceptance and/or negotiable certificate of deposits. The Fund may also invest in securities listed on any Eligible Market, or which has obtained approval for listing from relevant authorities, unlisted securities, collective investment schemes or any other kind of investment as prescribed under the definition of permitted investments in the Deed The Fund may invest in the derivatives as permissible by the Guidelines, mainly for hedging purposes.
Performance Benchmark	 The performance of the Fund is benchmarked against the performance of other instruments that have similar features with that of the Fund. The benchmarks of the Fund is a composite benchmark index comprising:
	 70% Maybank 12 Months Fixed Deposit 30% FBM 100 The benchmark is derived based on the strategic asset allocation, where in the long run, the fund is expected to be 30% invested in equities and 70% in fixed income securities and liquid assets.

	 Information on the benchmarks can be obtained. Malaysia website at <u>www.bursamalaysia.cc</u> website at <u>www.maybank2u.com.my</u> Note: The risk profile of the Fund is different from the risk profile of the Fund is different fr	o <u>m.my</u> and Maybank
Risk Management Strategies	 benchmark. The Fund's risks are actively managed throu terms of asset allocation and portfolio du mitigated through the exposure limit on the of investments and company weightings economic and credit quality of the instrum market conditions. 	ration. The risks are sector, concentration depending on the
	Note: Investment in the fund is not the same as placement in institution. There are risks involved and investors should re to assess the merits and risks when investing in the fund.	
Distribution Policy	 The Fund will distribute earnings from its income, if any, at our discretion, subject to approval from the Trustee Distribution, if any, after deduction of taxation and expenses (i.e. net distribution), will be reinvested into additional units of the Fund based on the NAV per unit at entitlement date, adjusted for the said distribution. Allotment of such units shall be up to two (2) weeks thereafter. 	
Eligibility	 Malaysian individual who is 18 years and above Guardian from the above category applying for for a Malaysian minor who holds a valid birth of 18 years of age. Note: The Manager has the absolute discretion to change subject to provision of the Deed and approval from the True. 	r units as the guardian certificate but is below <i>the eligibility age of minor</i>
Investors' Profile	 The Fund is suitable for investors with the fol Conservative and risk averse investors Investors with preference for income an	lowing profile:
Investment Restriction and Limits	Investment Exposure/Spread	Limits
	1. Investments in unlisted securities.	10% of NAV.
	2. Investments in ordinary shares issued by	10% of NAV.

Inve	estment Exposure/Spread	Limits
3.	Investments in transferable securities and money market instruments issued by any single issuer.	15% of NAV.
4.	Placement in deposits with any single institution.	20% of NAV.
5.	Over-the-counter (OTC) derivative transaction with any single counter-party.	10% of NAV.
6.	Aggregate investments in transferable securities, money market instruments, deposits and OTC derivatives issued by or placed with any single issuer/ institution.	25% of NAV.
7.	Investments in units/shares of any collective investment scheme.	20% of NAV.
8.	Investments in transferable securities and money market instruments issued by any group of companies.	20% of NAV.
9.	Cash borrowing	10% of NAV.
Inve	estment Concentration	Limits
10.	Investments in transferable securities (other than debentures).	10% of securities issued.
11.	Investments in debentures.	20% of debentures issued.
Note	Investments in money market instruments. The limit does not apply to money market ruments that do not have pre-determined issue size.	10% of instruments issued.
13.	Investments in collective investment schemes.	25% of units/shares issued.

3.2 POTENTIAL RISK ASSOCIATED WITH THE FUND

At all times, the Fund is subject to some risks. Many factors influence the performance of the Fund, including the capability of the Investment Manager. No matter how experienced the Investment Manager may be, some factors which affect the value of investments may be beyond its control. It is important to note that investors should be prepared to accept a degree of risk. The risks are as stated in Section 3.3

3.2.1 Control of the Risk

The Manager will take reasonable steps to ensure that the above potential risks are managed by:

- Monitoring market liquidity;
- Determining effective asset allocation and portfolio duration;
- Adhering to the Fund's investment objectives and investment restrictions and limits on concentration of investments; and
- Regular review of the performance of the Fund against benchmark's performance
- Escalating and reporting investment matters to the Investment Committee of the Fund.

3.3 GENERAL RISKS OF INVESTING IN UNIT TRUST FUND

	· · · · · · · · · · · · · · · · · · ·	
Manager's Risk	• This risk refers to the day-to-day management of unit trust fund by the Manager which will impact the performance of the fund. For example, investment decisions undertaken by the Investment Manager, as a result of an incorrect view of the market or any non-compliance with internal policies, investment mandate, the deed, relevant law or guidelines due to factors such as human error or weaknesses in operational process and systems, may adversely affect the performance of the unit trust fund.	
Liquidity Risk	 Liquidity risk refers to a fund's ability to honour requests for repurchase by unit holders or convert an investment into cash without incurring on overly significant loss in value. If a security encounters a liquidity crunch, the security may not be able to be liquidated or the security may need to be sold at a loss. This may in turn affect the ability of a unit trust fund to honour requests for repurchase by Unit Holders within the allotted time or affect the ability of a fund to perform according to its investment objective. The risk can be mitigated by actively managing asset allocation of the Fund and maintaining sufficient level of liquid assets to meet anticipated payments and cancellation of units by unit holders. 	

Inflation/Purchasing Power Risk	 This is the risk that investors' investment in the unit trust fund may not grow or generate income at a rate that keeps pace with inflation. This would reduce investors' purchasing power even though the value of the investment in monetary terms has increased. Therefore, investors should consider the potential rate of return of the Fund against inflation rate prior to investing.
Loan Financing Risk	 This risk occurs when investors take a loan/financing to finance their investment. The inherent risk of investing with borrowed money includes investors being unable to service the loan repayments. In the event units are used as collateral, an investor may be required to top-up the investors' existing instalment if the prices of units fall below a certain level due to market conditions. Failing which, the units may be sold at a lower net asset value per unit as compared to the net asset value per unit at the point of purchase towards settling the loan.
Non-Compliance Risk	 The operations and administration of the Fund by the Manager is governed by the Deed and all applicable laws and regulations. Non-adherence may potentially affect the performance of Fund. The risk is mitigated by imposing stringent internal controls and ensuring that compliance monitoring are undertaken through regular audit and cross departmental checking.
Operational Risk	 The risk of loss to you arising from inadequacies in, or failures of, out internal procedures and controls for monitoring and quantifying the risks and contractual obligations associated with investments in a Fund. Although the occurrence of such events is very unlikely, the Manager seeks to mitigate the risk through the establishment of systematic operational procedures and stringent internal controls.
Force Majeure Risk	 It is the risk that there will be an event beyond the control of the manager, which prevents the manager from complying with any of its obligations under this Prospectus, including but not limited to:- (a) acts of God (such as, but not limited to, fires, explosions, earthworks, drought, tidal waves and floods); (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, embargo, rebellion, revolution, insurrection or military or usurped power or civil war;

	(c)	contamination by radioactivity from any nuclear fuel, or
		from any nuclear waste from the combustion of nuclear
		fuel, radio-active toxic explosive, or other hazardous
		properties of any explosive nuclear assembly or nuclear
		component of such assembly;
	(d)	riot, commotion, strikes, go slows, lock outs or disorder,
		unless restricted to employees of the Manager;
	(e)	acts or threats of terrorism; and
	(f)	any other emergency circumstances that materially and
		adversely prevent the Manager from operating normally.
-	The	Manager will undertake appropriate actions to mitigate the
	risk	to include insurance coverage and alternate recourse to
	resu	me operations in the event of the above mentioned risk.

3.4 SPECIFIC RISKS OF INVESTING IN THE FUND

Capital Market Risk	 Market risk refers to the possibility that an investment will lose value because of a general decline in financial markets, due to economic, political and/or other factors, which will result in a decline in the Fund's NAV.
Interest Rate Risk	 Interest rate risk refers to the impact of interest rate changes on the valuation of debt instruments. When interest rates rise, debt instruments prices generally decline and this may lower the market value of the Fund's investment in debt instruments. The reverse may apply when interest rates fall. In order to mitigate interest rate risk, the Manager will need to manage the debt portfolio taking into account the coupon rate and time to maturity of the debt instruments.
Credit Risk / Default Risk	 Credit risk relates to the creditworthiness of the issuers of the fixed income instruments and their expected ability to make timely payment of interest and/or principal. Any adverse situations faced by the issuer may impact the value as well as liquidity of the debt instrument. In the case of rated debt instruments, this may lead to a credit downgrade. Default risk relates to the risk that an issuer of a debt instrument either defaulting on payments or failing to make payments in a timely manner which will in turn adversely affect the value of the debt instruments. This could adversely affect the value of the Fund. The Manager will take reasonable steps to ensure that the credit/default risk is managed by fundamentally strong issuers

	with good credit worthiness that can ensure timely payment of their obligations.
Unlisted Security Risk	• The risk refers to investment in securities that are not listed on a securities exchange such as share of unlisted companies. As the Fund may face liquidity risk on the disposal of unlisted securities, or may affect the value of the Fund. The risk can be mitigated through thorough investment evaluation on the unlisted securities.
Sector Specific Risk	 If the Fund invest in a specific sector, the Fund are vulnerable to factors associated with the particular sector it is invested in. Therefore, any material changes associated with the sector such as adverse developments in political, economic, competition and insurance coverage may have an adverse impact to the value of the Fund. The Investment Manager will take reasonable steps in ensuring the risk is managed by monitoring and determining effective asset allocation, adhering to the Fund's investment objectives and investment restrictions and limits and escalating and reporting investment matters to the Investment Committee of the Fund.
Specific Security Risk	 Adverse price movements of a particular security invested by the Fund may adversely affect the NAV and unit price of the Fund. The risks can be mitigated in a manner that the portfolio will be diversified across securities, asset classes and market sectors.
Concentration Risk	 Concentration risk is the probability of loss arising from lack of diversification, investing too heavily in one industry, one geographic area or one type of security. The Fund is exposed to concentration risk when the Fund is concentrated to high levels of individual stock and sector exposures. Excessive concentration could also give rise to liquidity risk or stock specific risk losses. Although the Fund may have the ability to diversify, there may be circumstances that it may hold concentrated position. The risk could also be mitigated through close monitoring of investments in which exposure is deemed as highly concentrated.

The following risks are the additional risks associated with investments in overseas market.		
Country Risk	 The Fund may be affected by risks specific to the countries in which it invests. Such risks may be caused by but not limited to changes in the country's economic fundamentals, social and political stability, currency movements and foreign investment policies. To mitigate this risk the Investment Manager will conduct thorough research and analysis on the political and economic conditions of the country in which the Fund is invested and diversify its investments in various countries within the limits of the mandate. 	
Currency Risk	 If the Fund invests in foreign currency or asset denominated in foreign currency, the Fund may be exposed to currency fluctuation risks. Fluctuations in foreign exchange rates will affect the value of the Fund's foreign investment upon conversion to Ringgit Malaysia and subsequently impact the value of the Unit Holders' investment in the Fund. To mitigate such risk, the Fund may undertake hedging strategies that are not speculative in nature, from time to time when deemed necessary. 	

These risks are reported to the Risk Management Committee of the Board of Directors of PNB on a regular basis.

Investors are reminded that the above list of risk may not be exhaustive and if necessary, they should consult their adviser(s), e.g. their bankers, lawyers, stockbrokers or independent professional advisers for a better understanding of the risks.

4. FEES, CHARGES AND EXPENSES

THERE ARE FEES AND CHARGES INVOLVED AND INVESTORS ARE ADVICED TO CONSIDER THEM BEFORE INVESTING IN THE FUND.

4.1 CHARGES AND FEES DIRECTLY INCURRED WHEN PURCHASING OR REPURCHASING UNITS OF THE FUND

4.1.1 Sales Charge and Repurchase Charge

This table describes the charges that you may DIRECTLY incur when you purchase (subscribe) or repurchase (redeem) the Units of the Fund.

Charges	% / RM		
Sales Charge	3.5% of NAV per unit is charged to Unit Holder.		
Repurchase Charge	NIL		
Note:			
- The sales charge mo	ay be subje	ect to Tax.	
- The Deed of the Fur	nd allows a	a sales charge of up to 10% of the NAV per Unit.	
- The Manager may a	at its discre	etion lower the sales charge based on the size of investment and/or other	
criterion as may be	determine	ed from time to time.	
Illustration on Durchase Driv			
Illustration on Purchase Price	<u>.e.</u>		
Assumina the amount vou	wish to inv	vest ("Investment amount"): RM10,000.00 in ASN Sara 2.	
NAV per unit		10.5000	
Sales charge	: 3.5	5% of NAV per unit	
Tax, (if applicable)	: zero rated or any rate imposed by government		
(a) Investment amount	=	RM10,000	
(a) Investment amount	=	RM10,000	
(a) Investment amount(b) Purchase price per unit		RM10,000 NAV per unit + Sales charge of 3.5% + Tax at 0%	
	=	NAV per unit + Sales charge of 3.5% + Tax at 0%	
(b) Purchase price per unit	= = =	NAV per unit + Sales charge of 3.5% + Tax at 0% RM0.5000 + RM0.0175 + RM0.0000 RM 0.5175 per unit	
	= =	NAV per unit + Sales charge of 3.5% + Tax at 0% RM0.5000 + RM0.0175 + RM0.0000	

The rounding up of the NAV per unit will be up to four (4) decimal places. The total amount paid will be subject to the rounding mechanism. Please note that the example above is for illustrative purposes only.

4.1.2 Transfer Fee

You may transfer your Units in the Fund to another Unit Holder subject to the fees and terms and conditions determined by the Manager. A transfer fee of RM15 is charged on each transfer transaction. For transfer of Units, you need to complete and submit the transfer form to your nearest ASNB branches or agents. All fees and charges may be subject to Tax, which is payable by you.

The Manager, has the absolute discretion to offer this facility through online channel and to determine the date of offer of the facility. You may refer to our website at <u>www.asnb.com.my</u> or our portal at <u>www.myasnb.com.my</u> for further information on our product and services.

4.1.3 Switching Fee

You may move your investments between various funds managed by the Manager on any Business Day subject to fees, and terms and conditions determined by the Manager. Switching from Forward Price Fund to Historical Price Fund or vice versa, is subject to the valuation methodology of the NAV per unit of the respective funds. You would need to complete and return the switching form to your nearest ASNB branch or agents. All fees and charges may be subject to Tax, which is payable by you. The Manager, has the absolute discretion to offer this facility through online channel and to determine the date of offer of the facility. You may refer to our website <u>www.asnb.com.my</u> or our portal at <u>www.myasnb.com.my</u> for further information on our product and services.

Switch From	Switch To		
	Variable Price Funds	Fixed Price	
		Funds	
Variable Price	The difference between sales charge of the	NIL	
Funds	Funds switched out, subject to a minimum		
Fixed Price Funds	charge of RM 25 per transaction.	NIL	

4.2 CHARGES AND FEES INDIRECTLY INCURRED BY UNIT HOLDERS

4.2.1 Annual Management Fee

The annual management fee is calculated and accrued daily and payable monthly to the Manager. The Manager is entitled to the following annual management fee:

Up to a maximum of 1.0% per annum of the NAV, calculated and accrued daily, as may be agreed between the Trustee and Manager. The annual management fee may be subject to Tax.

Note:

The Deed of the Fund allows annual management fee of up to 1.5% of the NAV of the Fund.

4.2.2 Annual Trustee Fee

The annual Trustee fee, calculated and accrued daily, is subject to the Deed of the Fund. The table below depicts the Trustee annual fee of the Fund:

Up to 0.05% per annum of NAV, calculated and accrued daily. The annual Trustee fee may be subject to Tax.

4.2.3 Fund's Other Expenses

The Deed provides certain other fees and expenses to be paid out of the Fund. These include auditors' remuneration, valuation fee, custodian and other administration costs such as the printing of interim and annual reports, distribution expenses, postage and other operating expenses. Statutory payments such as stamp duties and taxes imposed by the authority will also be paid by the Fund.

4.3 POLICY ON STOCKBROKING REBATES AND SOFT COMMISSIONS

The Manager and the Trustee are not entitled to any rebates or commission from broker in consideration for direct dealings in the investments of the Fund. Accordingly, any rebates and commissions will be directed to the account of the Fund.

Notwithstanding the aforesaid, the Manager may receive goods or services by way of soft commissions provided always that the goods or services are of demonstrable benefit to the Unit Holder and that the execution of a transaction is consistent with the best execution standards.

Soft commissions which may include, among others, entertainment allowance, travel, accommodation and membership fee.

There are fees and charges involved and investors are advised to consider them before investing in the Fund

4.4 AVENUE FOR ADVICE

If you have any questions about the information in this Prospectus or to obtain latest information on our products and services and market outlook, kindly visit our website <u>www.asnb.com.my</u> or any ASNB branches. Our officers will provide you with more specific information on your investments should you require such a service. You may communicate with us via the following channels:

Amanah Saham Nasional Berhad Agent Management & Customer Relations Department UG Annexe, PNB Building 201-A Jalan Tun Razak 50400 Kuala Lumpur Hotline : 03-2057 3000 Fax : 03-2050 5220 Website : <u>www.asnb.com.my</u> Email : <u>asnbcare@pnb.com.my</u> ASNB Portal : <u>www.myasnb.com.my</u>

You may also visit any ASNB branches during normal operating hours, 8.15 a.m. to 4.00 p.m. Mondays to Fridays (excluding public holidays) or ASNB agents* or write to the same. Fund prices will be published daily on our website.

Note:

*Subject to operating hours of ASNB agents.

5. TRANSACTION INFORMATION

Investors are advised that this section is only a summary of the salient information about the Fund. Investors should read and understand the whole Prospectus before making any investment decisions.

5.1 GENERAL INFORMATION

Minimum Initial ¹ Investment	 RM10.00 via cash or cheques.
Maximum Investment	 Unlimited.
Minimum Additional ¹ Investment	 RM1.00 via cash or cheques.
Minimum Repurchase	• 1 Unit.
Selling Price Per Unit	 The selling price per Unit payable by the Unit Holder is calculated at NAV of a unit computed on Forward Pricing basis. Currently, the Manager imposes a sales charge of 3.5% of NAV per unit on the Unit Holder. The sales charge may be subject to Tax.
Repurchase Price Per Unit	 The repurchase amount payable to the Unit Holder that is calculated at NAV per Unit computed on Forward Pricing basis. No repurchase charge is imposed on Unit Holder.
Minimum Balance Requirement ²	 You must maintain the minimum balance requirement of 1 Unit to qualify as a Unit Holder.
Maximum Repurchase	 Unlimited, however, the minimum balance of 1 Unit must be maintained in the account, otherwise you must request for total repurchase.
Frequency of Repurchase	 Unlimited.
Cooling-off Period	 Within six (6) Business Days commencing from the date of investment i.e. the date on which the Manager receives the duly completed application form and the investment amount.

Cooling Off Rights	 The right of a unit holder who is investing in any unit trust funds* managed by ASNB for the first time, to obtain a refund of his investment if he so request within the Cooling-off Period. The cooling-off right, however, does not extend to a corporation or institution, the staff of ASNB or persons registered with the body approved by the SC to deal in unit trust funds. The amount must be refunded within ten (10) days of receipt of the cooling-off application by ASNB. Note*: Refers to all of the unit trust funds managed by ASNB that are not granted exemptions from provision in the Guidelines relating to Cooling-off Right
Payment of Repurchase Money	 Under the Guidelines, the payment of repurchase money is allowed to be made within ten (10) days upon receipt of repurchase request.
Standing Instruction ³	 The Manager has the absolute discretion to allow investment through standing instruction after the IOP.
Transfer of Units	 Allowed, subject to the terms and conditions and fees stipulated in this Prospectus. The Manager, has the absolute discretion to determine the date of offer of the facility
Salary Deduction ⁴	 The Manager has the absolute discretion to allow investment through salary deduction after the IOP.
Switching Between Funds	 Allowed, subject to the terms and conditions and fees stipulated in this Prospectus. The Manager, has the absolute discretion to determine the date of offer of the facility
Distribution Re- investment Option	 Distribution, if any, after deduction of taxation and expenses (i.e. net distribution), will be reinvested into additional units of the Fund based on the NAV per unit at entitlement date, adjusted for the said distribution. Allotment of such units shall be up to two (2) weeks thereafter. No sales charge/transaction fee will be imposed for any reinvestment of distribution into the Fund.

Unit prices and distribution payable, if any, may go down as well as up.

Notes:

- 1. The Manager reserves the right to accept any other minimum amounts in circumstances considered appropriate by the Manager.
- 2. Premised on the Deed we are allowed to close your account, at our discretion, should the balance in your account fall below the minimum balance requirement.
- 3. Investment through standing instruction shall be subject to rules and regulations of the banks that have been appointed as our agents subject to availability of the Units.
- 4. You may invest through monthly salary deduction, provided your employer has registered with us for this facility. The salary deduction facility is subject to our terms and conditions. Presently, we do not impose any charge on this facility.

There are fees and charges involved and investors are advised to consider them before investing in the Fund. Investment in the Fund is not the same as placing deposits with financial institutions. There are risks involved and investors should rely on their own evaluation to assess the merits and risks when investing in the Fund. For information concerning certain risk factors which should be considered by prospective investors, see "RISK FACTORS" commencing on Section 3.2

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Types	Valuation
Listed Securities and Fixed Income Securities	 Valuation is conducted at the end of each Business Day based on the last done price primarily listed on the Bursa Malaysia or any Eligible Market approved by the relevant authorities. Suspended securities will be valued at their last done price unless there is conclusive evidence to show that the value has gone below the suspended price, then the securities should be valued at fair value as determined in good faith by the Manager based on the methods or bases approved by the Trustee after appropriate technical consultation. If no market price is available or valuation based on market price does not represent the fair value of investments, for example during abnormal market conditions the securities will be valued based on methods deemed to be fair and reasonable as agreed upon by the Manager and Trustee after appropriate technical consultation.
Unlisted Fixed Income Securities	 Unlisted bonds denominated in Ringgit Malaysia are stated at the indicative market value quoted by a bond pricing agency (BPA) registered with the SC. Where the Manager is of the view that the price quoted by BPA for a specific bond differs from the "market price" by more

5.2 BASES OF VALUATION FOR INVESTMENTS

Types	Valuation
	 than 20 basis points, the Manager may use the "market price", provided that the Manager:- i. records its basis for using a non-BPA price; ii. obtains necessary internal approvals to use the non-BPA price; and iii. keeps an audit trail of all decisions and basis for adopting the "market yield".
	 Other unlisted bonds, the fair value by reference to the average indicative yield quoted by three independent and reputable institutions
Unlisted Collective Investment Scheme	 Valuation is based on the last published repurchase price.
Other Unquoted Investments	 Valuation is based on methods deemed fair and reasonable, determined by the Manager, verified by the Auditors and approved by the Trustee.
Money Market Instruments	 Valuation of tradeable money market instruments shall be determined each day by reference to the principal value of such authorised investments and the accrued income for the relevant period.
Deposits with Financial Institutions	 The value of any deposits placed with financial institutions shall be determined each day by reference to the principal value of deposits and accrued income thereon for the relevant period.
Foreign Exchange Rate Conversion	 Where the value of an asset of the Fund is denominated in a foreign currency, the assets are translated on a daily basis to Ringgit Malaysia using the bid foreign exchange rate quoted by either Reuters or Bloomberg, at United Kingdom time 4.00 p.m. the same day.

5.3 POLICY ON GEARING

Save and except where permitted or approved by the SC, the Fund is prohibited from gearing or borrowing cash or other assets (including the borrowing of securities) to finance the purchase of investments.

5.4 VALUATION OF UNITS

Units of the Fund are transacted at NAV per Unit. The valuation is done at the end of each Business Day and the NAV per unit is computed based on Forward Pricing basis. The NAV per unit is calculated at the next valuation point after an instruction or a request received by the Manager. NAV per unit is rounded to four (4) decimal places.

5.5 VALUATION POINT FOR THE PURPOSE OF DETERMINING THE NAV

5.5.1 Valuation Point

The Fund will be valued at least once every Business Day. The Fund adopts a Forward Pricing basis which means that prices of Units will be calculated based on the NAV of the Fund at the next valuation point after the application to purchase or redeem Units is received by the Manager.

<u>If the Fund has no investments in foreign market</u>, the valuation of the Fund is conducted at the close of Bursa Malaysia on the same Business Day. If requests for purchase or repurchase are received before the cut-off time of 4.00 p.m. on any Business Day, say, Tuesday, then Tuesday's Unit pricing shall apply and will be calculated at 4.00 pm on Tuesday. Tuesday's Unit pricing will be published on Wednesday (T+1).

If the Fund has investments in foreign market, the valuation of the Fund is conducted after the close of a Business Day but not later than 5.00 p.m. of the following Business Day (T+1) due to the different time zones of foreign markets. Consequently, the daily NAV of the Fund will be published two (2) Business Days later instead of the next Business Day. If application for purchase or repurchase is received by the Manager before the cut-off time of 4.00 p.m. on any Business Day, say, Tuesday, then Tuesday's Unit pricing shall apply and will be calculated by 5.00 pm on Wednesday (if Wednesday is a Business Day). Tuesday's Unit pricing will be published on Thursday (T+2).

You may contact ASNB directly or visit our website at <u>www.asnb.com.my</u> to obtain the latest NAV of the Fund.

5.5.2 NAV per Unit

NAV per unit is determined based on Forward Pricing and calculated at the next valuation point after an instruction or a request is received by the Manager.

The valuation of Units is based on the NAV of the Fund. The NAV per unit of the Fund is calculated by dividing the Fund's NAV by the number of UIC, rounded to four (4) decimal places. The NAV per unit forms the basis for the computation of the Unit price.

Illustration:		
Computation of the NAV per unit at each valuation	n point is i	llustrated below:
		<u>RM</u>
Quoted Investments		231,000,000
Liquid Assets		34,500,000
Other Assets		6,100,000
		271,600,000
Less:Liabilities		(16,500,000)
Net Asset Value		255,100,000
Units in Circulation (units)		326,500,000
Net NAV		NAV
	=	Units in circulation
		RM255,100,000
	=	326,500,000 units
	=	RM0.781317
NAV per unit, rounded to 4 decimal places	=	<u>RM0.7813</u>

5.6 BASIS OF CALCULATIONS AND ASSUMPTIONS IN CALCULATION OF RETURNS

The following are the basis of calculation and any assumption made in calculating the returns:

- (a) The average total return and average annual returns of the Fund are calculated on NAV-to-NAV basis with the following assumptions:
 - Income Distribution is re-invested.
 - No purchase and repurchase.
 - No sales charge.
- (b) Annualised returns for the Fund are derived by the rate of returns on an annual basis over the entire period of investment.

The formula for annualised return is as follows:

$$\left[\left(\left[(1+r_1) (1+r_2).... (1+r_n) \right]^{1/n} \right) - 1 \quad x \right] 100$$

Whereby, r = annual return n = number of years

(c) The annual total return for the Fund are computed as follows:

i. Capital Return (%):

[{(NAV per unit after income distribution)/(NAV per unit beginning of the year)} -1] x 100

ii. Income Return (%):

[Income distribution per unit/NAV per unit after income distribution] x 100

iii. Total Return(%):

 $[{(1 + (Capital Return)/100) \times (1 + (Income Return)/100)} - 1] \times 100$

Please visit our website at <u>www.asnb.com.my</u> for the latest updates on the Fund's performance.

5.7 PRICING OF UNITS

The price of the Fund is based on NAV per unit that is determined based on Forward Pricing.

5.7.1 Forward Pricing for both Purchase and Repurchase Transaction

Both purchase and repurchase transaction are based on Forward Pricing. A request issued today by you to purchase Units of the Fund will be carried out at a next determined price i.e. the transaction will be calculated at the next valuation point after the application to purchase Units is received and accepted by the Manager. Similarly, a request to repurchase of Units by you will be done at the next determined price i.e the transaction will be executed at the next valuation point after the repurchase request is received by the Manager.

Any transaction over the counter through ASNB's branches or agents on any Business Day will be processed based on the price determined for the same Business Day. Transactions via electronic channel before or at 4.00 p.m. on any Business Day will be processed on the price determined for the same Business Day; whilst transactions after 4.00 p.m. via these channels will be processed based on the price determined for the next Business Day. Any transactions made on non-Business Day will be treated as transactions made on the following Business Day.

5.7.2 Incorrect Pricing

If there is any incorrect calculation of NAV per unit, the Manager will take immediate remedial action to rectify the error. The Manager's remedial action will extend to the reimbursement of money to the Unit Holder if the error:

- a) is at or above the threshold of 0.5% of the NAV per unit; and
- b) results in a sum of RM10.00 or more to be reimbursed to the affected Unit Holder for each purchase or repurchase transaction.

Subject to any regulatory requirements, the Manager shall have the right to amend, vary and revise the above said limits or threshold from time to time.

5.8 COMPUTATION OF PRICES

5.8.1 Single Pricing Policy

The Manager adopts the single pricing policy in calculating your investment and repurchase of Units. "Single pricing" which equates to sales and repurchases quoted and transacted on a single price (i.e NAV per unit), is easier to understand and facilitate investors in comparing the different charges imposed and assist investors in making an informed decision about their choice of investment products.

Under the single pricing policy, the selling price for units of the Fund is the NAV per unit. However you will be imposed a sales charge for making an investment in the Fund. The basis of calculation is Forward Pricing. Sales charge of up to 3.5% of the NAV per Unit will be added as part of the purchase cost. Tax on sales charge may be added as part of the purchase cost.

A. Making an Investment

Unit is transacted at the NAV per units of the Fund based on Forward Pricing. Upon the purchase of units of the Fund, a sales charge of 3.5% of NAV per unit is levied.

Illustration 1 - Investment/Subscription of Units				
If you submit an application to invest RM10,000 in ASN Sara 2				
NAV per unit : RMC Sales charge : 3.5%				
(i) Investment amount	= RM10,000			
(ii) Purchase price per unit	 NAV per unit + Sales charge of 3.5% + GST charge of 0% RM0.5000 + RM0.0175 + RM0.00 RM0.5175 per unit 			
(iii) Units issued to you	 = RM10,000 / RM0.5175 = <u>19,323.67 units.</u> 			

The rounding up of the NAV per unit will be up to four decimal places. The total amount paid will be subject to the rounding mechanism. Please note that the example above is for illustrative purpose only.

B. Requesting for Repurchase of Units

Unit Holder may request for repurchase of Units by simply completing the repurchase form. There is no restriction on the frequency of repurchase.

Illustration 2 - Repurchase of Units

The NAV is RM0.5000 per unit. No repurchase charge will be imposed. If you submit an application to repurchase 10,000 units in ASN Sara 2:

Illustration: <u>Repurchase of Investmer</u>	<u>nt</u>
Assuming the amount you wish to repurchase NAV per unit Repurchase charge	: RM10,000 in ASN Sara 2 : RM0.5000 : Nil
(i) Repurchase units	 Amount paid / NAV per unit RM10,000 / RM0.5000 20,000 units
(ii) Net Repurchase Proceeds	Amount repurchased – Repurchase charge = RM 10,000 – RM0 <u>RM10,000</u>

The total amount is rounded up to the nearest two decimal (2) points and the total amount paid will be subject to the rounding mechanism.

5.9 HOW TO PURCHASE UNITS

Please read and understand the Prospectus and Product Highlight Sheet of the Fund

It is important that you should fully understand unit trust investment, and what investing with the Fund would mean to you in terms of potential benefits and risks. Please consult a professional advisor for information of the Fund. It is important that you read the Prospectus and Product Highlight Sheet carefully, and seek further clarification on any matter, if required.

Units of the Fund can be purchased at any ASNB branches, ASNB agents or any distribution channels established by the Manager, where applicable. The application form and prospectus can be obtained from these offices or channels. Completed application forms accompanied by the necessary documents and remittance can then be forwarded to these offices or channels before their respective daily cut-off time. The Manager reserves the right to reject any application without providing any reason.

Should you wish to consider investments, subsequent investments, repurchase, switching or transfer of Units, you must complete the relevant transaction forms which can be obtained from any ASNB branches, ASNB agents or any distribution channels established by the Manager, where applicable.

5.10 TRANSACTION DETAILS ON PURCHASE OF UNITS

A Minimum Initial Investment of RM10 is required upon registration. You will need to pay for the purchase on-the-spot. Subscription of Units shall be made by completing a subscription form at ASNB branches or our agents throughout Malaysia or any distribution channels established by the Manager.

You must understand that there are charges that will be directly charged to you when you subscribe or make additional investments in the Fund.

All subscriptions made after 4.00 p.m. or such other time that is determined by the Manager on non-Business Days shall be processed on the next Business Day or in accordance with the terms and conditions imposed by the Manager.

The Manager reserves the right to implement the formless initiatives for the Fund. The formless initiatives will enable Unit Holders to perform transactions without filling in physical forms.

Investors are advised not to make payment in cash to any individual agent when purchasing units of the Fund.

5.11 TRANSACTION DETAILS ON REPURCHASE OF UNITS

Unit Holders may request for repurchase of Units by simply completing the repurchase form. Repurchase application should be made before the Cut-off time 4.00 p.m. on any Business Day. The Units will be repurchased at the NAV per unit calculated at the next valuation point (i.e. Forward Pricing).

When the repurchase application is received after the cut-off time stated above, the application will be deemed to have been received on the next Business Day. The Manager reserves the right to vary the terms and conditions of repurchase mode from time to time, which shall be communicated with you in writing.

The Manager reserves the right to implement the formless initiatives for any Fund. The formless initiative will enable Unit Holders to perform transactions without filling in physical forms.

There is no restriction on the frequency of repurchase.

5.12 DISTRIBUTION CHANNELS

You can subscribe/purchase and request for repurchases for Units of the Fund at any ASNB branch or agents throughout Malaysia. Please refer to Sections 13 and 14 for the details.

The transactions are subject to the availability of Units and applicable limits. All transactions made after 4.00 p.m. or such other time that is determined by the Manager or on non-Business Day shall be processed on the next Business Day or in accordance with the terms and conditions imposed by the agents.

The Manager reserves the right to offer online facility for the Fund. Please refer to ASNB's website at <u>www.asnb.com.my</u> or portal at <u>myasnb.com.my</u> and also respective agents' website for the details of services provided.

5.13 SWITCHING OF UNITS BETWEEN FUNDS

A Unit Holder is allowed to switch Units held in the Fund into another fund managed by the Manager by completing a form. However, during the IOP, the Units of other funds are not allowed to be switched into Units of the Fund except at the Manager's discretion.

Switching application should be made before the Cut-off time of 4.00 p.m. on any Business Day. The Units will be switched at NAV per Unit calculated at the next valuation point. (i.e. Forward Pricing). Switching from Forward Price Fund to Historical Price Fund or vice versa, is subject to the valuation methodology of the NAV per unit of the respective funds.

When a switching application is received after the Cut-off time stated above, the application will be deemed to have been received on the next Business Day. Switching of units between funds are subject to term and conditions applicable for the funds.

Please refer to Section 4.1.4 for the switching fee. The switching fee may be subject to Tax.

5.14 TRANSFER OF UNITS

A Unit Holder may fully or partially transfer his Units in the Fund to another Unit Holder of the same Fund subject to a transfer fee of RM15 and may be subject to Tax, if applicable, for each transfer. A transfer will be affected subject to the minimum balance requirement and terms and conditions applicable for the Fund.

Transfer of Units application should be made before the Cut-off time of 4.00 p.m. on any Business Day.

5.14.1 Transfer of Units for Deceased Unit Holder

Transfer of ownership from the account of a deceased Unit Holder to his/her next of kin's account will only be undertaken through the process of estate administration which

is subject to death claims procedures, as applied by us from time to time. No fee is imposed for this transaction.

5.15 UNITS OFFERING

The Manager has the absolute discretion to offer the Units in any manner deemed appropriate.

5.16 COOLING-OFF PERIOD AND COOLING-OFF RIGHT

5.16.1 Cooling-off Period:

The Cooling-off Period for the Fund is six (6) Business Days commencing from the date of purchase.

5.16.2 Cooling-off Right:

A Cooling –off Right refers to the right of the Unit Holder to obtain a refund of his investment in the Fund including the sales charge if he so request within the Cooling-off Period. A Cooling-off Right is A Cooling –off Right refers to the right of the Unit Holder to obtain a refund of his investment in the Fund including the sales charge if he so request within the Cooling-off Period. A Cooling-off Right is only given to an investor, who is investing in any unit trust funds* managed by ASNB for the first time, to obtain a refund of his investment if he so request within the Cooling-off Period.

The cooling-off right, however, does not extend to a corporation or institution, the staff of ASNB persons registered with the body approved by the SC to deal in unit trust funds.

Note*: Refers to all of the unit trust funds managed by ASNB that are not granted exemptions from provision in the Guidelines relating to Cooling-off Rights

The refund for every Unit held by the investor pursuant to the exercise of the Coolingoff Right shall be the sum of:

- (a) the NAV per unit on the day the Units were first purchased; and
- (b) the sales charge per Unit originally imposed on the day the Units were purchased.

Example:		
25 March 2018	:	Investor purchases Units in the Fund.
28 March 2018	:	Investor exercises Cooling-off Right by submitting a request for refund on his investment (within the Cooling-off Period).

The cooling-off amount/proceeds due to the investor is computed based on the Unit prices and NAV determined at the close of business on 25 March 2018 including the sales charge.

When a Cooling-off Right is exercised, the money will be refunded to the applicant by the Manager within ten (10) days of receipt of the notice or exercise of Cooling-off Right. The request to exercise your Cooling-off Right must be submitted either to the Manager or to any distribution channel within the Cooling-off Period.

5.17 UNIT HOLDERS' RIGHTS

You are recognised as a Unit Holder of the Fund upon receipt of the respective application form and payment (in the case of cheques, upon clearance of cheques). Your investment will be evidenced in the statement, issued by the Manager. Please refer to 8.2

5.18 INCOME DISTRIBUTION AND REINVESTMENT POLICIES

Type of Returns	 The return of the Fund will be mainly from capital growth and distribution of income (if any). Income of the Fund, if any, comprises of gross dividend income, realised capital gain (from disposal of investment at a profit) and other income earned from permitted investments.
Method and Distribution Policy	 The Fund will distribute earnings from its income, if any, at Manager's discretion, subject to approval from the Trustee Distribution, if any, after deduction of taxation and expenses (i.e. net distribution), will be reinvested into additional units of the Fund based on the NAV per unit at entitlement date, adjusted for the said distribution. Allotment of such units shall be up to two (2) weeks thereafter. No sales charge/transaction fee will be imposed for any reinvestment of distribution into the Fund. Meanwhile, Unit Holders may opt for the mode of the distribution to be paid out, either by cheque or to be credited into their bank account located in Malaysia, by indicating in writing to the Manager. Any cost and expenses arising from these modes of payment will be borne by Unit Holders. If the Unit Holders opt for the distribution to be credited into their bank account details for the distribution to be made. Payment will be effected if the bank account has been registered with the Manager. Cheque(s) that remain(s) unclaimed for more than six (6) months, under the law, will be filed with the Registrar of Unclaimed Moneys. Only a person who is registered as a Unit Holder on the entitlement date is entitled to the distribution. Therefore, you must maintain the minimum balance requirement of 1 Unit to qualify as a Unit Holder.
Method of Computation of Income Distribution	 Distributions, if any, are based on Units held on the entitlement date. You must maintain the minimum balance requirement of RM1 to qualify as Unit Holder.
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	Note: Unit price and distributions payable, if any, may go down as well as up.
Unclaimed monies	 Any amount of monies payable to Unit Holders which remain unclaimed for such period of time as prescribed by the Unclaimed Monies Act 1965 after the date for payment shall be paid by the Manager in accordance with the provision of The Unclaimed Monies Act, 1965 (Revised 2002).

5.19 ADDITIONAL INFORMATION

5.19.1 Dissemination of Information to Unit Holders

The annual and interim reports with information on the performance and investments of the Fund is issued to Unit Holders of the Fund within two (2) months from the closing of their respective interim and financial periods.

Income distribution statement, annual report and interim report of the Fund will be disseminated to all Unit Holders through electronic means. The electronic income distribution statement of the Fund will be sent to the registered e-mail address of Unit Holders, the annual report and interim report of the Fund can be accessed through ASNB's website at <u>www.asnb.com.my.</u>

However, if you prefer to receive the income distribution statement through physical means, please notify ASNB by filling in the form, which can be obtained via <u>www.asnb.com.my</u> or any ASNB branches and send it to us via:

- Amanah Saham Nasional Berhad Agent Management & Customer Relations Department UG Annexe, PNB Building 201-A Jalan Tun Razak 50400 Kuala Lumpur
- 2. Fax : 03-2050 5220
- 3. Email : asnbcare@pnb.com.my

The Fund's annual report is available upon request

5.19.2 Information on Current NAV Price per Unit

The daily NAV per unit of the Fund is available at our ASNB branches, agents, ASNB website at <u>www.asnb.com.my</u> and also ASNB portal at <u>www.myasnb.com.my</u>

5.19.3 Record Keeping of Documents

The Manager will keep the transaction documents of the Fund for a period of seven (7) years from the date of the transaction documents after which the destruction of the documents will be done in accordance with the Manager's record management procedures. The registration form will continue to be kept by the Manager for a period of seven (7) years from the date you cease to be a Unit Holder.

The Manager shall not be obliged to produce any documents requested by you upon the expiry of the relevant seven (7) years period.

5.19.4 Customer Service

Customer-related services are made available at all ASNB branches as well as by the Agent Management & Customer Relations Department of ASNB. Any enquiries can be made by contacting us at telephone number 03-2057 3000.

You may also visit our website at <u>www.asnb.com.my</u> for further information on products and services of ASNB.

5.19.5 Material Contracts

Saved as disclosed below, there are no other material contracts (including contracts not reduced into writing), not being contracts entered into in the ordinary course of business, which have been entered into that relates to the Fund within two (2) years preceding the date of this Prospectus:

- (a) The Deed dated 17 August 2018 constituting the Fund, entered between the Manager and the Trustee, for the benefit of the Unit Holders; and
- (b) The Investment Management Agreement entered into between the Manager and PNB on 17 August 2018 which sets out the terms and conditions upon which PNB has been appointed and has agreed to act as the Investment Manager of the Fund.

5.19.6 Others

Bantuan khairat to assist the families of deceased Unit Holder is not an entitlement but is given at the discretion of the Manager to eligible Unit Holder. Bantuan khairat may only be given if the application is made within six (6) months after the death of the Unit Holder. The Manager reserves the right to amend the terms and conditions of bantuan khairat from time to time

6. THE MANAGEMENT AND THE ADMINISTRATION

6.1 GENERAL INFORMATION ON ASNB

The Manager of the Fund is ASNB, a wholly-owned subsidiary company of PNB. ASNB was established on 22 May 1979, to manage the funds launched by PNB. ASNB has been in the industry for more than 30 years.

6.2 THE BOARD OF DIRECTORS

ASNB has experienced members on its Board of Directors with backgrounds in investment, finance and management of the public and private sectors.

The Board of Directors of ASNB comprises of distinguished members with an extensive experience in the area of investment, finance and management of the public and private sectors. The Board of Directors meets at least six (6) times a year or more should circumstances require.

Profile of the Board Members

BOARD OF DIRECTORS - AMANAH SAHAM NASIONAL BERHAD

- 1. Tan Sri Dr. Zeti Akhtar Aziz Chairman (Non-Executive/Non-Independent)
- 2. Dato' Abdul Rahman bin Ahmad Director (Executive/Non-Independent)
- 3. Professor Tan Sri Dato' Seri Dr. Noor Azlan bin Ghazali Director (Non-Executive/Independent)
- 4. Datuk Seri Dr. Nik Norzul Thani bin N. Hassan Thani Director (Non-Executive/Independent)
- 5. Dato Dr. Nik Ramlah binti Nik Mahmood Director (Non-Executive/Independent)
- 6. Encik Mohammad bin Hussin Executive Director (Executive/Non-Independent)

6.3 ROLES, DUTIES AND RESPONSIBILITIES OF THE MANAGEMENT COMPANY

- (a) To manage and administer the Fund in a proper, diligent and efficient manner, in accordance with the Deed and prospectus of the Fund, the Guidelines and securities laws, and acceptable and efficacious business practice within the unit trust industry.
- (b) To act with due care, skill and diligence in managing the Fund, and effectively employ the resources and procedures necessary for the proper performance of the Fund.

- (c) To observe high standards of integrity and fair dealing in managing the Fund to the best and exclusive interest of the Unit Holders.
- (d) To take all necessary steps to ensure that the assets of the Fund are adequately protected and properly segregated.
- (e) To account to the Trustee for any loss suffered by the Fund as a result of our failure to exercise the degree of care and diligence required in managing the Fund.

6.4 FUNCTIONS OF THE INVESTMENT COMMITTEES OF THE FUND

The Investment Committees of the Fund are responsible for the following:

- (a) To provide broad investment policies and guidelines for effective and efficient management of the Funds, incorporating good corporate governance and best practices in managing the Fund.
- (b) To provide guidance in meeting the objectives of the Fund and ensure competitive returns to the Unit Holders.
- (c) To approve investment plans and strategies for the short-term, medium-term and long-term horizons so as to enhance and maximise the value of the investment portfolio.

6.5 THE INVESTMENT MANAGER OF THE FUND - PNB

PNB has been entrusted by ASNB to manage the investments of the Fund. Established in 1978 as one of the vehicles of the New Economic Policy, PNB has made considerable success in promoting share ownership of the Bumiputera in the corporate sector through its funds. With more than 30 years of experience in fund management, PNB has a proven track record whereby returns from its funds have benefited Malaysians from all walks of life from birth.

ASNB assesses the performance of PNB as the Investment Manager of the funds based on the investment mandates, objectives and other functions as stipulated in the Investment Management Agreements signed between ASNB and PNB, taking into consideration the relevant market and industry benchmarks.

The designated fund manager for the Fund is Dato' Idris bin Kechot, Deputy President and Group Chief Operating Officer, Asset Management, PNB.

6.6 FUNCTIONS OF THE INVESTMENT MANAGER

The main functions of the Investment Manager of the Fund are as follows:

- (a) To manage the Fund in accordance with the investment guidelines, Deeds, securities laws and Guidelines.
- (b) To meet the objective of the Fund through the formulation of appropriate investment strategies, asset allocation and selection of stocks and other investment securities in order to ensure you receive competitive returns.

- (c) To continuously enhance and maximise value of the Fund through regular restructuring and rebalancing of the investment portfolio.
- (d) To abide by the internal investment policies and procedures in safeguarding and promoting your best interests.
- (e) To provide accurate information to enable us to deal with and report to all necessary authorities and bodies on all matters pertaining to or arising out of the management of the Fund as required by the relevant laws, regulations and guidelines.
- (f) To maintain proper up-to date records of all acts and matters undertaken related to the management of the Fund.

The Investment Manager of the Fund reports to the Board of Directors of ASNB and the respective Investment Committee of the Fund.

6.7 DISCLOSURE OF CURRENT MATERIAL LITIGATION AND ARBITRATION

The Management Company and the Investment Manager are not engaged in any material litigation, claim or arbitration, either as a plaintiff or defendant, and the Management Company and the Investment Manager have no knowledge of any proceeding pending or threatened or of any material fact likely to give rise to any proceeding which might materially and adversely affect their financial position or business.

Note: You may refer to our website <u>www.asnb.com.my</u> for further information on the Management Company, investment committee, panel of adviser and our Investment Managers.

7. TRUSTEE

7.1 GENERAL INFORMATION

AmanahRaya Trustees Berhad (ART) was incorporated under the laws of Malaysia on 23 March 2007 and registered as a trust company under the Trust Companies Act 1949. ART is a subsidiary of Amanah Raya Berhad (ARB) which is wholly owned by the Minister of Finance (Incorporated). ART took over the corporate trusteeship functions of ARB and acquired ARB's experience of more than 46 years in the trustee business. ART has been registered and approved by the SC to act as trustee to unit trust funds and has 177 unit trust funds and 6 private retirement schemes under its trusteeship.

7.2 ROLES, DUTIES AND OBLIGATIONS

The role of ART, as the Trustee, is to safeguard the rights and interests of the Unit Holders by ensuring that the Manager performs its duties and obligations in accordance with the Deed, the Act, the Guidelines and other relevant laws. The Trustee acts on behalf of each Unit Holder by monitoring the actions of the Manager, and by having custodianship of the Fund through the holding of the investments of the Fund in trust for the Unit Holder.

The Trustee is responsible:

- To act as custodian of the assets of the Fund;
- To act with due care, skill, diligence and vigilance, and act in accordance with the Act, the Deed, the Guidelines and securities laws in carrying out its duties and responsibilities;
- To ensure at all times, through proper and adequate supervision, ensure that the Fund is managed and administered by the Manager in accordance with the Act, the Deed, the Guidelines and securities laws and acceptable and efficacious business practices within the unit trust industry;
- To ensure that it is fully informed of the investment policies of the Fund as set by the Manager, and of any changes made thereto;
- To notify the SC immediately of any irregularity, any breach of the provisions of the Act, the Deed, the Guidelines or securities laws and any other matter properly regarded by the Trustee as not being in the interests of the Unit Holder;
- To ensure that the systems, procedures and processes employed by the Manager to value and/or price the Fund or the Units of the Fund are adequate, and that such valuation/pricing is carried out in accordance with the Act, the Deed, the Guidelines and securities laws;
- To ensure that the sale, repurchase, creation and cancellation of Units of the Fund are carried out in accordance with the Act, the Deed, the Guidelines and securities laws;
- To submit or make available any statements, documents, books, records and other information relating to the Fund and the business of the Trustee or such periodical returns, as may be required by the SC from time to time;

- To take all steps to effect any instructions properly given by the Manager as to the acquisition or disposal of, or the exercise of the rights attaching to, the assets of the Fund; and
- To maintain and ensure that the Manager maintains proper accounting records and other records as are necessary to enable a complete and accurate view of the Fund to be formed and to ensure that the Fund is managed and administered in accordance with the Deed of the Fund, the Guidelines and securities laws.

7.3 STATEMENT OF RESPONSIBILITY

The Trustee consents and agrees to assume the position as Trustee of the Fund and undertakes all the obligations in accordance with the Deed, all relevant laws and rules of law for the benefit of the registered Unit Holder of the Fund.

7.4 DISCLOSURE OF CURRENT MATERIAL LITIGATION AND ARBITRATION

As at LPD, the Trustee is not engaged in any material litigation and arbitration either as plaintiff or defendant, and the Trustee is not aware of any proceeding, pending or threatened or of any facts likely to give rise to any proceeding which might materially affect the business or financial position of the Trustee or of any of its delegates.

7.5 TRUSTEE'S DELEGATE

The Trustee has appointed BNP Paribas Securities Services (BNPP) which is operating through its Singapore branch as the custodian for the foreign assets of the Fund. BNPP is a wholly owned subsidiary of the BNP Paribas Group. BNPP offers its clients access to an extensive custody network that covers over 100 markets globally in addition to being the only certified global custody shariah compliant solution provider. In its capacity as the appointed custodian, BNPP's duties and responsibilities for its international assets include:

- (a) recording all cash deposited by the Trustee or held on behalf of the Trustee in cash accounts opened in the name of the Trustee;
- (b) recording all securities deposited or transferred by or on behalf of the Trustee or collected for the account of the Trustee; and
- (c) providing periodic reports, daily account statements and other reports and information to the Trustee.

All investments of the Fund are registered in the name of the Trustee for the Fund, or where the custodial function is delegated, in the name of the custodian, to the order of the Trustee for the Fund. As custodian, BNPP shall act only in accordance with instructions from the Trustee for the Fund.

8. SALIENT TERMS OF THE DEED

The Deed is a complex document and the following is a summary only. Certain salient terms of the Deed are summarised in other sections of this Prospectus. Recipients of this Prospectus and all prospective investors of the Fund should refer to the Deed itself to confirm specific information or for a detailed understanding of the Fund. The Deed is available for inspection at the principal place of business of the Manager at all ASNB Branches (refer to Section 13) and the principal place of business of the Trustee (refer to Section 2).

8.1 THE DEED

- ASN Sara 2 is a trust constituted by the Deed, as entered into between the Trustee and ASNB on 17 August 2018. The Deed came into effect when it was registered with the SC.
- All Unit Holders are entitled to the benefit of, and shall be bound by the terms and conditions of the Deed.
- Pursuant to the Deed, the Trustee shall take into its custody or control all the assets of the Fund and hold the same in trust for the Unit Holder in accordance with the Deed and all relevant laws.
- The Deed is governed by, and shall be construed in accordance with the laws of Malaysia.

8.2 RIGHTS AND LIABILITIES OF UNIT HOLDERS

- A Unit Holder shall, inter alia have the right to attend and vote at meetings of Unit Holders, to participate in any increase in the value of the Units and receive distributions. However, no Unit Holder shall be entitled to require the transfer to him of any of the investments or assets of the Fund or to interfere with or question the exercise by the Trustee of the rights of the Trustee as the registered owner of such investments and assets. Ownership of Units shall not confer on a Unit Holder an interest in any particular part or asset of the Fund but only in the Fund as a whole.
- The liability of a Unit Holder is limited to the purchase price paid for the Units. Unit Holder are not under any obligation to indemnify the Manager and/or the Trustee for losses incurred on behalf of the Fund which exceeds the value of the assets of the Fund, and any right of indemnity of the Manager and/or the Trustee shall be limited to recourse to the Fund.

8.3 MAXIMUM FEES AND CHARGES PERMITTED BY THE DEED

 The Manager is permitted to charge an annual management fee at a rate not exceeding one point five per centum (1.5%) per annum of the NAV, calculated and accrued on a daily basis. The Trustee shall be entitled to an annual Trustee fee at a rate as maybe agreed between the Manager and the Trustee from time to time. Details of the annual management fee and the annual Trustee fee are set out in Section 4.1 of this Prospectus.

• The Manager shall be entitled to charge a sales charge of up to ten per centum (10.0%) of the invested amount. The sales charge is subject to change at the Manager's discretion. Details of the sales charge are set out in Section 4.1 of this Prospectus.

8.4 INCREASE IN FEES AND CHARGES FROM THE LEVEL DISCLOSED IN THE PROSPECTUS AND THE MAXIMUM RATE PROVIDED IN THE DEED

- The annual management fee shall not exceed the amount stated in the Deed. The Manager may not charge an annual management fee at a rate higher than that disclosed in the Prospectus unless the Manager and the Trustee have agreed on a higher rate in accordance with the Deed. The Manager must notify Unit Holder of the higher rate and the effective date.
- The annual Trustee fee shall not exceed the amount stated in the Deed. The Trustee may not charge an annual trustee fee at a rate higher than that disclosed in the Prospectus unless the Manager and the Trustee have agreed on a higher rate. The Manager must notify Unit Holder of the higher rate and the effective date.
- The sales charge shall not exceed that as set out in the Sixth Schedule of the Deed. Manager may only charge a higher sales charge than that disclosed in the Prospectus in accordance with the Deed and all relevant laws.

8.5 PERMITTED EXPENSES PAYABLE OUT OF THE FUND'S PROPERTY

- Only expenses which are directly related and necessary may be charged to the Fund.
 These include (but are not limited to) the following:
 - i. commissions/fees paid to brokers in effecting dealings in the investments of the Fund;
 - ii. taxes and other duties;
 - iii. Auditor's and valuer's costs and fees;
 - iv. costs incurred for modification of the Deed or for meetings of Unit Holder (save where such modification or meeting is convened is for the benefit of the Manager and/or the Trustee);
 - v. costs, commissions, fees and expenses for the sale, purchase, insurance and any other dealing of any asset of the Fund;
 - vi. costs, fees and expenses incurred in engaging any specialist, valuer or adviser for the benefit of the Fund;
 - vii. remuneration and out of pocket expenses of the independent members of the Investment Committee; and
 - viii. costs, fees and expenses 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.
 - ix. charges or fees paid to the subcontractor, where the custodian function for the Fund's asset outside Malaysia is delegated by the Trustee

 The Deed provides that expenses associated with the management and administration of the Fund, such as general overheads and costs for services expected to be provided by the Manager, shall not be charged to the Fund. The Trustee shall ensure that all expenses charged to the Fund are legitimate, not excessive or beyond standard commercial rates.

8.6 REMOVAL, RETIREMENT AND REPLACEMENT OF THE TRUSTEE

- The Trustee may retire upon giving twelve (12) month notice to the Manager of its desire to do so, or such shorter period as the Manager and the Trustee shall agree, and may by deed appoint in its stead a new Trustee approved by the SC. Pursuant to Section 299 of the Act, it is the duty of the Manager to remove the Trustee as soon as it becomes aware that the Trustee:
 - Has ceased to exist;
 - Has not been validly appointed;
 - Is not eligible to be appointed or to act as Trustee under Section 290 of the Act;
 - Has failed or refused to act as Trustee in accordance with the provisions or covenants of the Deed or the provisions of the Act;
 - Is under investigation for conduct that contravenes the Trust Companies Act, 1949, the Trustee Act 1949, the Companies Act 2016, or any securities laws;
 - When a receiver is appointed over the whole or a substantial part of the assets or undertaking of the existing Trustee and has not ceased to act under the appointment or a petition is presented for the winding up of the existing Trustee (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction the existing Trustee becomes or is declared to be insolvent).
- The Trustee may be removed and another Trustee (duly approved as aforesaid) may be appointed by a special resolution of the Unit Holders at a duly convened meeting of which notice has been given to the Trustee and the Manager. The Manager will summon a meeting of the Registered Holders for the purpose of considering and if thought fit, passing a resolution for the removal of the Trustee in the event that the Unit Holders request the Manager to do so, in the manner as stated in the Deed.

8.7 TERMINATION OF THE FUND

- The Manager may in its absolute discretion determine the Trust hereby created and wind up the Fund at any time. Upon the termination of the Trust by the Manager, the Trustee shall as soon as practicable, give to each Unit Holder of the Fund notice of such termination and the Manager shall notify the existing Unit Holder of the Fund in writing of the options available to them.
- The Trustee shall in any of the following events:

- i. if the Manager has gone into liquidation, except for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee and the relevant authorities;
- ii. if, in the opinion of the Trustee, the Manager has ceased to carry on business; or
- iii. if, in the opinion of the Trustee, the Manager has to the prejudice of Unit Holder failed to comply with the provisions of the Deed or contravened any of the provisions of any relevant law;
- summon a meeting of Unit Holders in accordance with the provisions of the Deed for the purpose of seeking directions from the Unit Holders. If at any such meeting a Special Resolution to terminate the Trust in respect to the Fund and to wind-up the Fund is passed by the Unit Holder, the Trustee shall apply to the court for an order confirming such Special Resolution.

8.8 UNIT HOLDER'S MEETING

- Unless otherwise required or allowed by the relevant laws, the Manager shall, within twenty one (21) days of receiving an application from not less than fifty (50) or onetenth (1/10) of all the Unit Holder, whichever is less, convene a meeting of the Unit Holders. The Unit Holders may apply to the Manager to summon a meeting for any purpose.
- The Trustee and the Manager may convene a Unit Holder's meeting in accordance with the Deed for any purpose.
- The quorum required for a meeting of the Unit Holders shall be one hundred (100) Unit Holders or one-half (1/2) in number of the Unit Holders if the Fund has less than one hundred (100) Unit Holders standing in the Register of Unit Holders at the time of the meeting, whether present in person or by proxy, provided always that the quorum for a meeting of the Unit Holders convened for the purpose of removing the Manager and/or Trustee shall be the aforesaid number of Unit Holders who must hold in aggregate at least seventy five per centum (75%) of the units in circulation at the time of the meeting, whether present in person or by proxy. If the Fund has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy; if the meeting has been convened for the purpose of removing the Manager and/or the Trustee, the Unit Holders present in person or by proxy must hold in aggregate at least seventy five per centum (75%) of the units in circulation at the time of the purpose of removing the Manager and/or the Trustee, the Unit Holders present in person or by proxy must hold in aggregate at least seventy five per centum (75%) of the units in circulation at the time of the time of the meeting.

9. APPROVAL AND CONDITIONS

Securities Commission, via its letter dated 16 August 2018 has granted ASNB and the Fund, variations from the following provisions of the Guidelines on Unit Trust Funds revised 24 May 2017.

9.1 EXEMPTIONS AND VARIATIONS FROM THE SC GUIDELINES

CLAUSE	REQUIREMENT	VARIATION GRANTED
	UNITS BY MANAGEMENT COMPANY	
3.10	 A management company or its nominees must not hold any unit in the Fund, other than when complying with repurchase requests or in creating new units to meet anticipated requests for units by investors ("Manager's box"), subject to a maximum of: a) three (3) million units, or b) 10% of the units in circulation, whichever is lower. 	The requirement is varied to allow ASNB or its nominee to hold units in the Fund, subject to a maximum of 100 millions units or 10% of units in circulation, whichever is higher, for a period of 18 months from the launch date of the Fund or upon the Fund achieving its intended size of 2 billions units each, whichever is earlier.
CREATION AN	D CANCELLATION OF UNITS	
10.06	A Trustee must create or cancel units on receipt of, and in accordance with, the instructions given by the management company and only for cash.	This requirement is varied to allow the Trustee to create or cancel units on receipts of, and in accordance with, the instruction given by the management company not only for cash, but also for investment or both.

10. RELATED PARTY TRANSACTIONS/ CONFLICT OF INTEREST

10.1 EXISTING AND POTENTIAL RELATED PARTY TRANSACTIONS

PNB has been appointed as the Investment Manager of the Fund. As ASNB is a whollyowned subsidiary of PNB, the appointment of PNB as the Investment Manager is deemed a related party transaction.

The Deed of ASN Sara 2 allows for the purchase and sale of authorized investments by the Fund from and to PNB. Transactions between PNB and the Fund are permissible provided always the transactions are for the benefit of Unit Holders. There are policies and procedures in place to address these transactions which has been verified by the Compliance Department.

10.2 CONFLICT OF INTEREST

The Manager is a unit trust management company. PNB, the holding company of the Manager is also the holding company of PHNB, a real estate investment trust management company. In relation to the above:

- (i) Dato' Abdul Rahman bin Ahmad, a director of ASNB and an Investment Committee member of the Fund, is also a director of PHNB; and
- (ii) Tan Sri Dr. Zeti Akhtar binti Aziz, Dato' Abdul Rahman bin Ahmad and Tan Sri Dr. Wan Abdul Aziz bin Wan Abdullah, directors of PNB, are also members of Investment Committees of the Fund.

10.3 POLICIES ON DEALING WITH CONFLICT OF INTEREST SITUATIONS

The Manager has placed the policies and procedures to deal with any conflict of interest situations. In making an investment transaction for the Fund, the Investment Manager will not make improper use of its position in managing the Fund to gain, directly or indirectly, any advantage or to cause detriment to the interests of Unit Holders.

There has been no event of conflict of interest by the Manager at the best of their knowledge. Where a conflict or potential conflict of interest is identified, this must be evaluated by the Compliance Department and disclosed to the Executive Director ("ED") of the Manager for the next course of action. Conflict of interest situations involving the ED will be disclosed to the Board of Directors of the Manager for a decision on the next course of action. Directors or staff, who are in advisory positions such as portfolio managers or staff who have access to information on transactions are not allowed to engage in dealings on their own account. Investment Committee members who hold substantial shareholdings or directorships in public companies shall refrain from any decision making if the Fund invests in the particular shares or stocks of such companies.

We, and the Investment Manager have formulated policies and adopted certain procedures to prevent conflicts of interest and potential conflicts of interest situations.

These include the following:

- (i) The adoption of the PNB Group's policy on ownership of shares and stocks of limited companies by its employees. The policy includes a requirement for all employees to submit a written declaration of their interests in the securities of limited companies, prohibition of employees involved in share trading on the stock market, from trading in the open market in their private capacity, except with approval from the President and Group Chief Executive, or for the purpose of disposing shares in quoted limited companies.
- (i) Limits set when using brokers or/and financial institutions for dealings of the investments of the unit trust funds.
- (ii) Duties for making investment decisions, raising accounting entries, and making payments are properly segregated and carried out by different departments which are headed by separate persons.
- (iii) Investment procedures, authorised signatories and authorised limits are properly documented in the ISO Manual of the PNB Group.
- (iv) The setting up of the Compliance Committee of the PNB Group, a committee of the Board of Directors of PNB, whose duties include reviewing compliance issues, including conflicts of interest situations.
- (v) Holding regular meetings with the Trustee to discuss issues related to the management of the unit trust fund, including conflicts of interest situations.
- (vi) The establishment of appropriate "Chinese Walls" to prevent conflict of interest situations.

In addition, as required by the Guidelines, we have appointed a Compliance Officer whose duties include monitoring and resolving conflicts of interest situations in relation to unit trust funds managed and administered by us, and within the Management Company itself. To date, we and the Investment Manager are not aware of any conflict of interest situation which has arisen.

10.4 DETAILS OF ASNB'S DIRECTORS' DIRECT AND INDIRECT INTEREST IN OTHER CORPORATIONS CARRYING ON A SIMILAR BUSINESS

ASNB's Directors' do not have any direct or indirect interest in other corporations carrying on a similar business.

10.5 DETAILS OF ASNB'S SUBSTANTIAL SHAREHOLDERS' DIRECT AND INDIRECT INTEREST IN OTHER CORPORATIONS CARRYING ON A SIMILAR BUSINESS

PNB has 100% direct equity interest in PHNB and 20% in Maybank Asset Management Berhad.

10.6 DECLARATION OF CONFLICT OF INTEREST

Messrs. Zainal Abidin & Co has confirmed that there is no conflict of interest in their capacity as legal advisors to ASNB.

Messrs. Hanafiah Raslan & Mohamad has confirmed that there is no conflict of interest in their capacity as reporting accountants to ASNB.

11. TAXATION OF THE FUND

Taxation adviser's letter in respect of the taxation of the unit trust and the unit holders (prepared for inclusion in this prospectus)

Ernst & Young Tax Consultants Sdn Bhd Level 23A Menara Milenium Pusat Bandar Damansara 50490 Kuala Lumpur 20 July 2018

The Board of Directors Amanah Saham Nasional Berhad 37th Floor, Bangunan PNB 201-A, Jalan Tun Razak 50400 Kuala Lumpur

Dear Sirs

Taxation of the unit trust and unit holders

This letter has been prepared for inclusion in this Prospectus in connection with the offer of units in the unit trust known as ASN Sara 2 (hereinafter referred to as "the Fund").

The purpose of this letter is to provide prospective unit holders with an overview of the impact of taxation on the Fund and the unit holders.

Taxation of the Fund

The taxation of the Fund is subject to the provisions of the Malaysian Income Tax Act 1967 ("MITA"), particularly Sections 61 and 63B.

Subject to certain exemptions, the income of the Fund comprising interest and other investment income derived from or accruing in Malaysia after deducting tax allowable expenses, is subject to Malaysian income tax, which is currently imposed at the rate of 24% with effect from the year of assessment 2016.

Tax allowable expenses would comprise expenses falling under Section 33(1) and Section 63B of the MITA. Section 33(1) permits a deduction for expenses that are wholly and exclusively incurred in the production of gross income. In addition, Section 63B allows unit trusts a deduction for a portion of other expenses (referred to as 'permitted expenses') not directly related to the production of income, as explained below.

"Permitted expenses"' refer to the following expenses incurred by the Fund which are not deductible under Section 33(1) of the MITA:

- the manager's remuneration,
- maintenance of the register of unit holders,
- share registration expenses,
- secretarial, audit and accounting fees, telephone charges, printing and stationery costs and postage.

These expenses are given a partial deduction under Section 63B of the MITA, based on the following formula:

- where A is the total of the permitted expenses incurred for that basis period;
 - B is gross income consisting of dividend¹, interest and rent chargeable to tax for that basis period; and
 - C is the aggregate of the gross income consisting of dividend² and interest (whether such dividend or interest is exempt or not) and rent, and gains made from the realisation of investments (whether chargeable to tax or not) for that basis period,

provided that the amount of deduction to be made shall not be less than 10% of the total permitted expenses incurred for that basis period.

Exempt income

The following income of the Fund is exempt from income tax:

• Malaysian sourced dividends

All Malaysian-sourced dividends should be exempt from income tax.

• Malaysian sourced interest

- (i) interest from securities or bonds issued or guaranteed by the Government of Malaysia;
- (ii) interest from debentures or *sukuk*, other than convertible loan stock, approved or authorized by, or lodged with, the Securities Commission;
- (iii) interest from Bon Simpanan Malaysia issued by Bank Negara Malaysia;

¹ Pursuant to Section 15 of the Finance Act 2011, with effect from the year of assessment 2011, dividend income is deemed to include income distributed by a unit trust which includes distributions from Real Estate Investment Trusts.

- (iv) interest derived from Malaysia and paid or credited by banks licensed under the Financial Services Act 2013 or the Islamic Financial Services Act 2013²;
- (v) interest derived from Malaysia and paid or credited by any development financial institution prescribed under the Development Financial Institutions Act 2002²;
- (vi) interest from *sukuk* originating from Malaysia, other than convertible loan stock, issued in any currency other than Ringgit and approved or authorized by, or lodged with, the Securities Commission or approved by the Labuan Financial Services Authority (LFSA)³; and
- (vii) interest which is specifically exempted by way of statutory orders or any other specific exemption provided by the Minister.

• Discount

Tax exemption is given on discount paid or credited to any unit trust in respect of investments as specified in items (i), (ii) and (iii) above.

Foreign sourced income

Dividends, interest and other income derived from sources outside Malaysia and received in Malaysia by a resident unit trust is exempt from Malaysian income tax. However, such income may be subject to tax in the country from which it is derived.

Gains from the realisation of investments

Pursuant to Section 61(1) (b) of the MITA, gains from the realisation of investments will not be treated as income of the Fund and hence, are not subject to income tax. Such gains may be subject to real property gains tax ("RPGT") under the Real Property Gains Tax Act 1976 ("RPGT Act"), if the gains are derived from the sale of chargeable assets, as defined in the RPGT Act.

Taxation of unit holders

For Malaysian income tax purposes, unit holders will be taxed on their share of the distributions received from the Fund.

The income of unit holders from their investment in the Fund broadly falls under the following categories:

- 1. taxable distributions; and
- 2. non-taxable and exempt distributions.

In addition, unit holders may also realise a gain from the sale of units.

The tax implications of each of the above categories are explained below:

² Effective from the year of assessment 2017, in the case of a wholesale fund which is a money market fund, the exemption shall only apply to a wholesale fund which complies with the criteria as set out in the relevant guidelines of the Securities Commission Malaysia.

³ Effective from the year of assessment 2017, the exemption shall not apply to interest paid or credited to a company in the same group or interest paid or credited to a bank licensed under the Financial Services Act 2013 or the Islamic Financial Services Act 2013; or a development financial institution prescribed under the Development Financial Institutions Act 2002.

1. Taxable distributions

Distributions received from the Fund will have to be grossed up to take into account the underlying tax paid by the Fund and the unit holder will be taxed on the grossed up amount.

Such distributions carry a tax credit, which will be available for set-off against any Malaysian income tax payable by the unit holder. Should the tax deducted at source exceed the tax liability of the unit holder, the excess is refundable to the unit holder.

Please refer to the paragraph below for the income tax rates applicable to the grossed up distributions.

2. Non-taxable and exempt distributions

Tax exempt distributions made out of gains from the realisation of investments and exempt income earned by the Fund will not be subject to Malaysian income tax in the hands of the unit holders.

Rates of tax

The Malaysian income tax chargeable on the unit holders would depend on their tax residence status and whether they are individuals, corporations or trust bodies. The relevant income tax rates are as follows:

Unit holders	Malaysian income tax rates
Malaysian tax resident:	
 Individual and non-corporate unit holders (such as associations and societies) Co-operatives⁴ Trust bodies 	 Progressive tax rates ranging from 0% to 28% Progressive tax rates ranging from 0% to 24% 24% (Note 1)
Unit holders	Malaysian income tax rates
 Corporate unit holders (i) A company with paid up capital in respect of ordinary shares of not more than RM2.5 million (at the 	 First RM500,000 of chargeable income @ 18% Chargeable income in excess of RM500,000 @ 24% (Note 1)

⁴ Pursuant to Paragraph 12(1), Schedule 6 of the MITA, the income of any co-operative society-

⁽a) in respect of a period of five years commencing from the date of registration of such co-operative society; and

⁽b) thereafter where the members' funds [as defined in Paragraph 12(2)] of such co-operative society as at the first day of the basis period for the year of assessment is less than seven hundred and fifty thousand ringgit is exempt from tax.

Unit holders	Malaysian income tax rates
beginning of the basis period for the year of assessment) ⁵ (ii) Companies other than (i) above	• 24% (Note 1)
Non-Malaysian tax resident (Note 2):	
• Individual and non-corporate unit holders	 28% 24% (Note 1)
• Corporate unit holders and trust bodies	

<u>Note 1</u>:

The Income Tax (Exemption) (No. 2) Order 2017 [P.U.(A) 117], gazetted on 10 April 2017, exempts a "qualifying person"⁶ from payment of income tax on an ascertained amount of chargeable income derived from the <u>business source</u> in the basis period for a year of assessment. This exemption is only applicable for the years of assessment 2017 and 2018.

<u>Note 2</u>:

Non-resident unit holders may be subject to tax in their respective countries depending on the provisions of the tax legislation in the respective countries and any existing double taxation arrangements with Malaysia.

Gains from sale of units

⁵ A company would not be eligible for the 18% tax rate on the first RM500,000 of chargeable income if:-

 ⁽a) more than 50% of the paid up capital in respect of the ordinary shares of the company is directly or indirectly owned by a related company which has paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment;
 (b) the company owns directly or indirectly more than 50% of the paid up capital in respect of the ordinary shares of a related company which has

paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment;
 (c) more than 50% of the paid up capital in respect of the ordinary shares of the company and a related company which has a paid up capital in

⁽c) more than 50% of the paid up capital in respect of the ordinary shares of the company and a related company which has a paid up capital in respect of ordinary shares of more than RM2.5 million at the beginning of a basis period for a year of assessment is directly or indirectly owned by another company.

⁶ In order to be a qualifying person, such person must be resident in Malaysia and:

⁽a) a company incorporated under the Companies Act 2016;

⁽b) a limited liability partnership registered under the Limited Liability Partnership Act 2012;

⁽C) a trust body;

⁽d) an executor of an estate of a deceased individual who was domiciled outside Malaysia at the time of his death; or

⁽e) a receiver with respect to whom Section 68(4) of the MITA applies.

The exemption order only applies to a qualifying person:

⁽a) whose business has been in operation for not less than twenty four months; and

⁽b) who has chargeable income from a source consisting of a business in the basis period for a year of assessment and the year of assessment immediately preceding that year of assessment and has made up its account for a period of twelve months ending on the same date for each of those years of assessment.

The exemption order shall not apply to a qualifying person who in the basis period for a year of assessment;

⁽a) has made a claim for reinvestment allowance under Schedule 7A to the MITA or investment allowance for service sector under Schedule 7B to the MITA;

⁽b) has been granted any incentive under the Promotion of Investments Act 1986;

⁽c) has been granted an exemption under section 127 of the MITA;

⁽d) has made a claim for group relief under section 44A of the MITA;

⁽e) is an investment holding company under section 60F or 60FA of the MITA;

⁽f) is a unit trust which is defined under subsection 63C(5) of the MITA; or

⁽g) has a debt that has been released under subsection 30(4) of the MITA.

Gains arising from the realisation of investments will not be subject to income tax in the hands of unit holders unless they are insurance companies, financial institutions or traders/ dealers in securities.

Unit splits and reinvestment of distributions

Unit holders may also receive new units as a result of unit splits or may choose to reinvest their distributions. The income tax implications of these are generally as follows:

- Unit splits new units issued by the Fund pursuant to a unit split will not be subject to income tax in the hands of the unit holders.
- Reinvestment of distributions unit holders may choose to reinvest their income distribution in new units by informing the Manager. In this event, the unit holder will be deemed to have received the distribution and reinvested it with the Fund.

We hereby confirm that, as at the date of this letter, the statements made in this report correctly reflect our understanding of the tax position under current Malaysian tax legislation and the related interpretation and practice thereof, all of which are subject to change, possibly on a retrospective basis. We have not been retained (unless specifically instructed hereafter), nor are we obligated to monitor or update the statements for future conditions that may affect these statements.

The statements made in this letter are not intended to be a complete analysis of the tax consequences relating to an investor in the Fund. As the particular circumstances of each investor may differ, we recommend that investors obtain independent advice on the tax issues associated with an investment in the Fund.

Yours faithfully Ernst & Young Tax Consultants Sdn Bhd

Farah Rosley Partner

Ernst & Young Tax Consultants Sdn Bhd has given its consent to the inclusion of the Taxation Adviser's Letter in the form and context in which it appears in this Prospectus and has not withdrawn such consent before the date of issue of this Prospectus.

12. DOCUMENTS AVAILABLE FOR INSPECTION

We and the Trustee, shall make available, the following documents or copies thereof, where applicable, which may be inspected without charge during normal business hours at the registered office of the Management Company or such other place as the SC may determine:

- 1. The Deeds and supplemental deed; if any
- 2. Current Prospectus and supplemental or replacement prospectus; if any
- 3. The latest annual and interim reports of the Fund; if any
- 4. Each material contract disclosed in the prospectus and, in the case of a contract not reduced into writing, a memorandum which gives full particulars of the contract; if any
- 5. Where applicable, the audited financial statements of a management company and the fund for the current financial year and for the last three financial years or if less than three financial years or if less than three years, from the date of incorporation or commencement; if any
- 6. Any report, letter or other document, valuation and statement by an expert, any part of which is extracted or referred to in the Prospectus, where applicable; if any
- 7. Writ and relevant cause papers for all material litigation and arbitration disclosed in the Prospectus; if any
- 8. Consent given by an expert disclosed in the Prospectus.

13. DIRECTORY

13.1 ASNB BRANCHES

KUALA LUMPUR	PUTRAJAYA
Amanah Saham Nasional Berhad Kaunter Utama ASNB Tingkat 1, Balai PNB 201-A, Jalan Tun Razak 50400 Kuala Lumpur Tel: 03-2050 5500 Fax: 03-2161 8852	Amanah Saham Nasional Berhad Lot 27, Kompleks Perbadanan Putrajaya Presint 3, Persiaran Perdana 62675 Putrajaya Wilayah Persekutuan Putrajaya Tel : 03-8890 4880/4881 Fax : 03-8890 4890
SELANGOR	
Amanah Saham Nasional Berhad Lot 18-1 &18-2 Pusat Dagangan UMNO Shah Alam Persiaran Damai Seksyen 11 40000 Shah Alam Selangor Tel: 03-5512 3199/5512 1366 Fax: 03-5513 7155	Amanah Saham Nasional Berhad No.7 Jalan Medan Niaga 2 Medan Niaga Kuala Selangor 45000 Kuala Selangor Selangor Tel: 03-3281 4121/ 3121 Fax: 03-3281 3221
MELAKA	NEGERI SEMBILAN
Amanah Saham Nasional Berhad No. 11 & 13, Kompleks Perniagaan Al Azim Jalan KPAA 1, Bukit Baru 75150 Melaka Tel: 06-2827 361/06-2819 648 Fax: 06-2839 940	Amanah Saham Nasional Berhad No. 120 & 121, Jalan Dato' Bandar Tunggal, 70000 Seremban, Negeri Sembilan, Tel: 06-7628 451/7638 443 Fax: 06-7633 384
JOHOR	
Amanah Saham Nasional Berhad No.12 Jalan Maju Taman Maju 83000 Batu Pahat Johor Tel: 07-4331 700/1709 Fax: 07-4331 712	Amanah Saham Nasional Berhad Lot No 12 & 14, Jalan Padi Emas 1/2 Uda Business Centre 81200 Johor Bahru Johor Tel: 07-2346 764/2346 763 Fax: 07-2370 077

PAHANG	
Amanah Saham Nasional Berhad No. 71 & 73, Tingkat Bawah Jalan Tun Ismail 25000 Kuantan Pahang Tel: 09-5178 340/8341 Fax: 09-5136 694	Amanah Saham Nasional Berhad No.8, Jalan Ahmad Shah Bandar Seri Semantan 28000 Temerloh, Pahang Tel: 09-2901 460/462 Fax: 09-2901 466
PULAU PINANG	
Amanah Saham Nasional Berhad No.12, Jalan Todak 3, Pusat Bandar Seberang Jaya 13700 Seberang Jaya Pulau Pinang Tel: 04-3994 378/381 Fax: 04-3994 404	Amanah Saham Nasional Berhad A-12A-1 dan A-12A-2 Lorong Bayan Indah 4, Bay Avenue 11900 Bayan Lepas Pulau Pinang Tel: 04-6406 522/523 Fax: 04-6406 520
PERLIS	KEDAH
Amanah Saham Nasional Berhad Lot 7, Jalan Indera Kayangan 01000 Kangar Perlis Tel: 04- 9781110/9781111/9775 702 Fax: 04-9760 800	Amanah Saham Nasional Berhad 27, Kompleks Shahab Perdana Jalan Sultanah Sambungan 05250 Alor Setar Kedah Tel: 04-7310 770/7311 012/7334 603 Fax: 04-7314 140
KELANTAN	······
Amanah Saham Nasional Berhad Lot 1182 & 1183, Jalan Kebun Sultan 15350 Kota Bharu Kelantan Tel: 09-7419 900/7419 909 Fax: 09-7446 663	Amanah Saham Nasional Berhad Lot PT601, Jalan Che Yem 16800 Pasir Puteh Kelantan Tel: 09-7855 750/7855 751 Fax: 09-7855 757
Sunday - Thursday 8:15am - 4:00pm (except for Public Holidays)	Sunday - Thursday 8:15am - 4:00pm (except for Public Holidays)

TERENGGANU

Amanah Saham Nasional Berhad No 15, Jalan Batas Baru 20300 Kuala Terengganu Terengganu Tel: 09-6301 500/501 Fax: 09-6301 506

Sunday - Thursday 8:15am - 4:00pm (except for Public Holidays)

PERAK	
Amanah Saham Nasional Berhad	Amanah Saham Nasional Berhad
No. 273 Jalan Intan 12	No.8 & 8A, Persiaran Greentown 1
Bandar Baru Teluk Intan	Greentown Business Centre
36000 Teluk Intan	30450 lpoh
Perak	Perak
Tel: 05-6215 153/158	Tel: 05-2496 242/245/246
Fax: 05-6215 150	Fax: 05-2496 249

SABAH

SABAH	
Amanah Saham Nasional Berhad	Amanah Saham Nasional Berhad
Lot 55, Tingkat Bawah & 1, Blok G	Tingkat Bawah,
Asiacity Phase 1B	Lot 1 Circular Block A
Peti Surat 12149	Harbour Town, Jalan Pantai
88000 Kota Kinabalu	91100 Lahad Datu
Sabah	Sabah
Tel: 088-257 725/241 011	Tel: 089-863680/681/672/673
Fax: 088-218 814	Fax: 089-863675
Amanah Saham Nasional Berhad	Amanah Saham Nasional Berhad
Lot 15, Tingkat Bawah	TB 4287 & TB 4280
Bandar Pasaraya Fasa 1	Tingkat Bawah & 1 Town Ext II Jalan Masjid
90000 Sandakan, Sabah	Kompleks Fajar
Tel: 089-210 486/223 530	91000 Tawau
Fax: 089-210 597	Sabah
	Tel: 089-779 389/390/391
Amanah Saham Nasional Berhad	Fax: 089-776 600
Lot 8 & 9, Blok B, Pusat Komersil Datun	
Jalan Masak,	
89008 Keningau	
Sabah	
Tel : 087-336 629 / 618 / 621 / 616	
Fax : 087-336 619	

SARAWAK	
Amanah Saham Nasional Berhad 4C, Ground Floor Lot 832 Jalan Sabu 95000 Sri Aman, Sarawak Tel: 083-321 742 Fax: 083-323 233	Amanah Saham Nasional Berhad Tingkat Bawah Lot 499 Al-Idrus Commercial Centre Seksyen 6 Jalan Kulas 93400 Kuching Sarawak Tel: 082-250 389/410 210 Fax: 082-250 313
Amanah Saham Nasional Berhad	Amanah Saham Nasional Berhad
Lot 1007 & 1008	Sublot 2 & 3, Lot 4496
Jalan Kampung Nyabor	Junction 28, Jalan Keppel
96000 Sibu	97000 Bintulu,
Sarawak	Sarawak
Tel: 084-314 967/324 967	Tel: 086-344 546/541
Fax: 084-322 497	Fax: 086-344 540
Amanah Saham Nasional Berhad	Amanah Saham Nasional Berhad
Lot 1457 & 1458	Lot 886 & 887, Block 9
Sg. Kudong Shophouse	MCLD Miri Waterfront
Ground Floor, Jalan Buangsiol	Commercial Centre
98700 Limbang	98000 Miri
Sarawak	Sarawak
Tel: 085-210570/571/572/573	Tel: 085-423 746/419 984
Fax: 085-210577	Fax: 085-423 384

13.2 AGENT MANAGEMENT & CUSTOMER RELATIONS DEPARTMENT

Amanah Saham Nasional Berhad Agent Management & Customer Relations Department UG Annexe, PNB Building 201-A Jalan Tun Razak 50400 Kuala Lumpur Hotline : 03-2057 3000 Fax : 03-2050 5220 Website : www.asnb.com.my Email : <u>asnbcare@pnb.com.my</u>

14. LIST OF AGENTS

NO.	AGENTS
1	MALAYAN BANKING BERHAD
2	MAYBANK ISLAMIC BERHAD
3	CIMB BANK BERHAD
4	CIMB ISLAMIC BANK BERHAD*
5	RHB BANK BERHAD
6	POS MALAYSIA BERHAD
7	BANK SIMPANAN NASIONAL
8	AFFIN BANK BERHAD
9	ALLIANCE BANK MALAYSIA BERHAD
10	AMBANK (M) BERHAD
11	AMBANK ISLAMIC BERHAD*
12	BANK MUAMALAT MALAYSIA BERHAD
13	HONG LEONG BANK BERHAD
14	HONG LEONG ISLAMIC BANK BERHAD

Note:

*The services provided by these agents will depend on their IT readiness, and the Funds/services offered may differ from time to time as approved by the Manager.