

Date: 26 March 2025

Dear Valued Customer,

RE: Unit Holders' Meeting of Manulife Investment Al-Faid (the "Fund")

Thank you for investing with us.

We wish to notify you about the upcoming meeting of unit holders of the Fund (the "Meeting") to be held on:

Date: Wednesday, 7 May 2025 (the "Meeting Day")
Time: 11:45 a.m.
Venue: Room 3-02 M-Centre, 3rd Floor, Menara Manulife,
No. 6, Jalan Gelenggang, Damansara Heights, 50490 Kuala Lumpur

The purpose of this meeting is to consider and, if thought appropriate by the unit holders, to pass resolutions to, amongst others, receipt of all of Manulife Shariah - Dana Ekuiti's asset for account of the Fund. Please see the Notice of Meeting and Explanatory Notes attached for more details.

Important note:

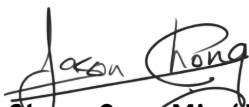
- (a) You must hold units of the Fund as at the Meeting Day to be entitled to attend the Meeting.
- (b) If you have fully redeemed from/ switched out of the Fund before the Meeting Day, you will no longer be a unit holder of the Fund. As such, you won't be entitled to attend the Meeting even if you have received the Notice of Meeting.
- (c) Please be advised if you invest in the Fund through an Institutional Unit Trust Agent ("IUTA") which adopts the nominee system of ownership, you will not be considered as a unit holder under the Deed. Consequently, you will not have the right to vote at a unit holders' meeting as we will not have your particulars appear in our register of unit holders of the Fund.

If the Meeting is successfully held, the outcome of the Meeting will be available on our website at www.manulifeim.com.my from 7 May 2025 onwards. Otherwise, you will be receiving notice of an adjourned meeting.

Do reach out to your servicing agent or our Customer Service personnel at 03-2719 9228 if you require further information or clarification.

Thank you.

Yours sincerely,
Manulife Investment Management (M) Berhad,



Chong Soon Min (Jason)
Chief Executive Officer and Executive Director

MANULIFE INVESTMENT AL-FAID

NOTICE OF MEETING

NOTICE IS HEREBY GIVEN for the convening of a meeting of the unit holders of the **Manulife Investment Al-Faid** (hereinafter referred to as the “**Fund**”) by the manager of the Fund, Manulife Investment Management (M) Berhad (hereinafter referred to as the “**Manager**”), pursuant to Clause 20.1 of the master deed dated 31 January 2002 as modified by the first supplemental deed dated 12 June 2003, the second supplemental deed dated 18 March 2004, the third supplemental deed dated 26 August 2004, the fourth supplemental deed dated 9 June 2005, the fifth supplemental deed dated 28 December 2006, the sixth supplemental deed dated 12 April 2007, the seventh supplemental deed dated 11 June 2007, the eighth supplemental deed dated 16 August 2007, the ninth supplemental deed dated 6 November 2008, the tenth supplemental deed dated 13 December 2010, the eleventh supplemental deed dated 6 December 2011, the twelfth supplemental deed dated 3 July 2012, the thirteenth supplemental deed dated 3 June 2014, the fourteenth supplemental deed dated 23 October 2014, the fifteenth supplemental master deed dated 6 March 2015, the sixteenth supplemental master deed dated 12 August 2015, the seventeenth supplemental master deed dated 17 April 2017, the eighteenth supplemental master deed dated 10 November 2017, the nineteenth supplemental master deed dated 17 August 2018, the twentieth supplemental master deed dated 24 June 2019, the twenty first supplemental master deed dated 27 September 2019, the twenty second supplemental master deed dated 23 September 2021 and the twenty third supplemental master deed dated 27 June 2022 governing the Fund (hereinafter referred to as the “**Master Deed**”).

The meeting will be held at **Room 3-02 M-Centre, 3rd Floor, Menara Manulife, No. 6, Jalan Gelenggang, Damansara Heights, 50490 Kuala Lumpur** on **Wednesday, the 7th day of May 2025** at **11.45 a.m.** to consider and, if thought appropriate by the unit holders, to pass the following resolutions:

RESOLUTIONS

1. SPECIAL RESOLUTION 1

Receipt of all of Manulife Shariah – Dana Ekuiti’s assets for the account of the Fund

That, subject to the passing of a special resolution by the unit holders of Manulife Shariah – Dana Ekuiti, authority be and is hereby given to the Manager and/or the trustee of the Fund to accept the receipt of Manulife Shariah – Dana Ekuiti’s assets for the account of the Fund within three (3) months from the date of the passing of a special resolution by the unit holders of the Fund and Manulife Shariah – Dana Ekuiti or on such other date as may be agreed upon between the Manager and the trustee of the Fund in accordance with the relevant laws, the guidelines and the provisions of the Master Deed.

2. RESOLUTION 2

Further or consequential modifications

That, subject to the passing of the special resolution 1 and the passing of a special resolution by the unit holders of Manulife Shariah – Dana Ekuiti, the approval be and is hereby given to the trustee of the Fund and the Manager where necessary, to do all such acts, deeds and things and to execute, sign and deliver all such documents and/or agreements as the trustee of the Fund and the Manager shall deem fit, expedient or may be necessary to implement and give effect to the matters referred to in special resolution 1, without further reference to the unit holders of the Fund, with full power to assent to any conditions, modifications, variations and/or amendments as may be required or as the trustee of the Fund and/or the Manager may in its or their discretion deem fit or expedient for the benefit of the unit holders of the Fund or as may be required by the relevant authorities.

The attention of the unit holders is drawn to the following provisions of the Master Deed:

Clause 20.8.1

Every question arising at any meeting shall be decided in the first instance by a show of hands unless a poll be demanded or if it be a question which under this Deed requires a Special Resolution, in which case a poll shall be taken. On a show of hands every Unitholder who is present in person or by proxy shall have one vote.

Clause 20.8.3

A poll may be demanded by the Chairman of the meeting, the Trustee, the Manager or by Unitholders holding (or representing by proxy) between them not less than one tenth of the total number of Units then in issue. Unless a poll is so demanded a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

Clause 20.8.7

Upon a poll, every Unit Holder present in person or by proxy shall have one vote proportionate to the number of Units or value of Units held by him (as the case may be). For the avoidance of doubt, each vote shall be proportionate to the number of Units if the Unit Holders' meeting is for a single share class of a Fund or a Fund with no Classes of Units, and to the value of Units if the Unit Holders' meeting is for multiple share classes of a Fund. For the purposes of calculating the value of the Units, the Units will be valued in the base currency of the Fund and the exchange rate used will be on a day as agreed between the Trustee and Manager.

Clause 20.8.8

Every Unitholder may vote personally or by proxy. The proxy appointed need not be a Unitholder. Where a company is a Unitholder the proxy may be any officer of such company.

Clause 20.9

In the case of Jointholders any one of such Jointholders (provided he is not less than 18 years of age on that date) may vote either personally or by proxy as comprised in the joint holding but if more than one of such holders be present at any meeting either personally or by proxy the Jointholder whose name stands first in the Register (provided he is not less than 18 years of age on that date) shall alone be entitled to vote in respect thereof. Several executors or administrators shall for the purpose of this Clause be deemed Jointholders.

Clause 20.11.1

The instrument appointing a proxy shall be duly stamped (if required) and deposited at the office of the Manager not less than forty-eight (48) hours before the time of holding the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote. For the avoidance of doubt, the instrument appointing a proxy shall be deemed to be deposited at the office of the Manager if it is sent by e-mail or such other digital or electronic medium to the Manager at the e-mail address or such other digital or electronic medium notified by Manager in the notice of meeting or adjourned meeting, as the case may be.

Clause 20.11.2

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or the power of attorney or other authority under which the proxy was signed or the sale of Units in respect of which the proxy is given Provided That no intimation in writing of such death, insanity, revocation or sale shall have been received at the place so appointed for the deposit of proxies or if no such place is appointed at the registered office of the Manager before the commencement of the meeting or adjourned meeting at which the proxy is used.

Clause 20.12

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

Clause 20.13.1

If within one (1) hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the request of Unitholders shall be dissolved. In any other case, it shall stand adjourned to such day and time not being less than seven (7) days thereafter and to such place as may be appointed by the Chairman; at such adjourned meeting, the Unitholders present in person or by proxy shall be the quorum for the transaction of business including the passing of Special Resolutions if the quorum prescribed by this Deed is not present after thirty (30) minutes from the time appointed for the adjourned meeting.

Clause 20.13.2

At least seven (7) days' notice of any adjourned meeting of Unitholders shall be given in the same manner as for an original meeting and such notice shall state that the Unitholders present at the adjourned meeting whatever their number and the number of Units held by them will form a quorum for the adjourned meeting if the quorum prescribed by this Deed is not present after thirty (30) minutes from the time appointed for the adjourned meeting.

Clause 20.14

- (a) *A resolution passed at any meeting of the Unitholders of a Trust shall be binding upon all the Unitholders of that Trust whether present or not present at the meeting, and the Trustee and the Manager shall subject to the provisions of Clauses 20.6 and 52 and to the provisions relating to indemnity in this Deed contained be bound to give effect thereto accordingly.*
- (b) *Save as has been otherwise expressly provided for herein this Deed or as may be directed by the Trustee with the approval of the relevant authorities, or where a Special Resolution or a resolution requiring more than a simple majority to be passed is specifically required or permitted, all resolutions presented at Unit Holders' meetings shall be passed by a simple majority.*

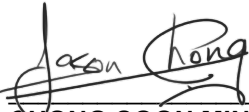
An instrument of proxy is enclosed herewith and should, if used, be deposited at the office of the Manager at **13th Floor, Menara Manulife, No. 6, Jalan Gelenggang, Damansara Heights, 50490 Kuala Lumpur**, not later than **11.45 a.m. on Monday, the 5th day of May 2025**. The instrument of proxy may also be deposited electronically by submitting the same to the Manager at **my_CustomerService@manulife.com** by the date and time mentioned above.

Special resolution 1 must be approved by a majority of not less than three-fourths (3/4) of the units held by the unit holders present and voting at the meeting in person or by proxy whereas resolution 2 must be approved by a simple majority. The results of the voting will be declared by the chairman of the meeting or in such manner as the chairman of the meeting may direct.

Please note that an institutional unit trust scheme adviser ("**IUTA**") who holds units in the Fund is the only person recognised as the unit holder. The Manager does not recognise the investors/beneficiaries of the IUTA and the IUTA shall be responsible for managing these investors/beneficiaries.

Dated: 26 March 2025

For and on behalf of the Manager,
MANULIFE INVESTMENT MANAGEMENT (M) BERHAD,

A handwritten signature in black ink that reads "Jason Chong". The signature is written in a cursive style and is positioned above a horizontal line.

CHONG SOON MIN (JASON)

Chief Executive Officer

Encl: Form of Proxy and Explanatory Notes
cc. 1. HSBC (Malaysia) Trustee Berhad
2. Securities Commission Malaysia

MANULIFE INVESTMENT AL-FAID

THE MANAGER'S EXPLANATORY NOTES IN RESPECT OF THE RESOLUTIONS PROPOSED FOR THE UNIT HOLDERS' MEETING TO BE HELD ON THE 7TH DAY OF MAY 2025

1. Special Resolution 1
 - 1.1 The Manager is proposing to transfer the assets of Manulife Shariah – Dana Ekuiti to the Fund as part of the fund rationalisation initiative of the Manager. The Manager believes that this proposal will create a larger pool of assets which will enable the Manager to manage the assets in a more efficient and effective manner after the transfer of assets.
 - 1.2 The Manager and the trustee of the Fund have agreed that the receipt of the assets of Manulife Shariah – Dana Ekuiti for the account of the Fund is not likely to result in any material prejudice to the interests of the unit holders of the Fund as the investment objective of Manulife Shariah – Dana Ekuiti is similar and comparable in nature with the investment objective of the Fund.
 - 1.3 Upon the passing of this special resolution and the passing of a special resolution by the unit holders of Manulife Shariah – Dana Ekuiti, the Manager and the trustee of the Fund will proceed with the transfer of Manulife Shariah – Dana Ekuiti's assets to the Fund within three (3) months from the date of passing of a special resolution by the unit holders of the Fund and Manulife Shariah – Dana Ekuiti or on such other date as may be agreed upon between the Manager and the trustee of the Fund.
 - 1.4 The salient details of the Fund and Manulife Shariah – Dana Ekuiti are as follows:

	Manulife Shariah – Dana Ekuiti	Manulife Investment Al-Faid
Launch Date	27 May 2013	30 June 2003
Fund Category	Equity (Shariah-compliant)	Equity (Islamic)
Base Currency	Ringgit Malaysia	Ringgit Malaysia
Investment Objective	The Fund aims to achieve capital growth over the medium to long term by investing primarily in Shariah-compliant equities and/or equity-related securities.	To provide unit holders with medium to long term capital growth through investments in a diversified portfolio of equities which are Shariah-compliant.
Investment Policy and Strategy	<p>The Fund aims to achieve its objective by investing a minimum of 70% up to a maximum of 98% of its NAV in Shariah-compliant equities and/or Shariah-compliant equity-related securities. The balance of the Fund's NAV will be invested in sukuk, Islamic money market instruments or placed in Islamic deposits.</p> <p>The Fund's investment strategy aims at achieving long term risk-adjusted returns by exploiting potential inefficiencies in the capital markets</p>	<p>The Fund invests mainly in a diversified portfolio of Shariah-compliant equities listed in Bursa Malaysia Securities Berhad. Islamic liquid assets such as Islamic money market instruments and Islamic deposits are only used to maintain liquidity position and also as a short term alternative should the equity market become extremely volatile. The Fund may invest in investments directly or via Islamic CISs.</p> <p>The fund manager adopts a bottom-up approach in identifying companies</p>

	Manulife Shariah – Dana Ekuiti	Manulife Investment Al-Faid
	<p>through intensive, disciplined and consistent research. The Fund adopts a combination of top-down and bottom-up approaches. The top-down approach examines global and local macro-economic factors such as interest rate trends, inflation rates, supply demand trends, commodities trends, industry outlook and trends, competitiveness as well as country risk. As for the bottom-up approach, the Manager evaluates Shariah-compliant securities of companies based on those companies' individual attributes such as earnings/ cash generation capabilities, growth drivers/ opportunities, scalability of business models, management's strengths/ track records and valuation gaps. Emphasis is also given to portfolio diversification and using proper risk management to maximise long term risk-adjusted returns.</p> <p>The Fund may invest up to 30% of its NAV in Shariah-compliant equities issued in foreign markets which include but not limited to Asia-Pacific region whenever opportunities arise. The Asia-Pacific region would include but are not limited to Australia, China, Hong Kong, India, Indonesia, Japan, New Zealand, the Philippines, Singapore, South Korea, Taiwan, Thailand and Vietnam.</p> <p>The Manager may also invest in Islamic collective investment schemes (“CISS”) provided that it is consistent with the Fund's investment objective.</p> <p>As a temporary defensive measure, the Manager may lower the Fund's Shariah-compliant equity exposure to below the minimum 70% (of the Fund's NAV) limit if the Manager is of the opinion that the investment climate is deemed to be unfavourable or under adverse market conditions. The Manager will then decide on the best appropriate asset allocation strategy and reallocate the Fund's investment into more defensive investments such as</p>	<p>with growth and earnings prospects. The Fund may also invest in companies that have the potential of becoming blue chip Shariah-compliant securities (established companies with earnings track record of at least 5 years) in future. The primary focus is on the underlying growth fundamental of the company although other factors such as macroeconomic variables, liquidity conditions and political risk factors are also considered important.</p> <p>The fund manager emphasizes strongly on internal research. Frequent company visits are made in order to obtain local knowledge and corporate information. Besides using traditional valuation yardsticks such as price earnings (P/E) ratio, price to book (P/BV) ratio and price/earnings to growth (PEG) ratio, the fund manager focuses on the company's capital structure, intrinsic value, cash flow, replacement costs, revised net asset value (RNAV), management and potential growth trend.</p> <p>Under adverse market conditions (due to economic, political or any other negative conditions for investments), the fund manager may take temporary defensive positions that may be inconsistent with the Fund's principal strategy in attempting to respond to such conditions. Under such situations, a large proportion of the Fund may be temporarily invested in Islamic liquid assets such as Islamic money market instruments and Islamic deposits.</p>

	Manulife Shariah – Dana Ekuiti	Manulife Investment Al-Faid
	sukuk, Islamic money market instruments and/or placement in Islamic deposits.	
Asset Allocation	<ul style="list-style-type: none"> 70% to 98% of the Fund's NAV in Shariah-compliant equities and Shariah-compliant equity-related securities; and Up to 30% of the Fund's NAV in sukuk, Islamic money market instruments and placements in Islamic deposits. 	70% to 98% of the Fund's NAV will be invested in Shariah-compliant equities while a minimum of 2% of its NAV in Islamic liquid assets. However, as part of the temporary defensive strategy, the Fund may temporarily lower the Shariah-compliant equity exposure to below the above stated range and place the surplus cash into Islamic liquid assets.
Performance Benchmark	FTSE Bursa Malaysia EMAS Shariah Index	FTSE Bursa Malaysia EMAS Shariah Index
Financial Year End	30 April	31 July
Distribution Policy	Incidental.	Incidental.
Investor's Profile	<p>This Fund is suitable for investors who:</p> <ul style="list-style-type: none"> have a medium to long-term investment horizon; and have a high-risk tolerance. 	<p>This Fund is suitable for investors who:</p> <ul style="list-style-type: none"> seek investments that comply with Shariah requirements; are willing to accept a high level of risk; and have a medium to long-term investment horizon.
Trustee	CIMB Islamic Trustee Berhad	HSBC (Malaysia) Trustee Berhad
Fund Manager	Gan Kong Yik	Goh Wee Teck
Sales Charge	<ul style="list-style-type: none"> Unit Trust Consultant ("UTC") / Manager – Up to 5.50% of the NAV per unit of the Fund Institutional Unit Trust Scheme Adviser ("IUTA") – Up to 5.50% of the NAV per unit of the Fund Employees Provident Fund ("EPF") – Up to 0.50% of the NAV per unit of the Fund with i-Akaun (Member) otherwise 3.00% of the NAV per unit of the Fund 	<ul style="list-style-type: none"> UTC / Manager – Up to 6.50% of the NAV per unit of the Fund IUTA – Up to 5.50% of the NAV per unit of the Fund EPF – Up to 0.50% of the NAV per unit of the Fund with i-Akaun (Member) otherwise 3.00% of the NAV per unit of the Fund

	Manulife Shariah – Dana Ekuiti	Manulife Investment Al-Faid
Annual Management Fee	Up to 1.55% per annum of the NAV of the Fund	Up to 1.50% per annum of the NAV of the Fund
Annual Trustee Fee	Up to 0.04% per annum of the NAV of the Fund	Up to 0.06% per annum of the NAV of the Fund
Total Expense Ratio	1.76 for the financial year ended 30 April 2024	1.60 for the financial year ended 31 July 2024
Specific Risk	<ul style="list-style-type: none"> • Concentration risk • Stock specific risk • Country risk • Currency risk • Risk considerations for investing in Islamic hedging instruments and Shariah-compliant warrants • Reclassification of Shariah status risk 	<ul style="list-style-type: none"> • Stock specific risk • Reclassification of Shariah status risk • Risk associated with investing in Islamic CIS
Employee Provident Fund – Members' Investment Scheme Fund Status	Active (as at 28 February 2025)	Active (as at 28 February 2025)

2. Resolution 2

- 2.1 This resolution is, subject to the passing of the special resolution 1 and the passing of a special resolution by the unit holders of Manulife Shariah – Dana Ekuiti, to allow the trustee of the Fund and the Manager where necessary, to do all such acts, deeds and things and to execute, sign and deliver all such documents and/or agreements as the trustee of the Fund and the Manager shall deem fit, expedient or may be necessary to implement and give effect to the matters referred to in special resolution 1, without further reference to the unit holders of the Fund, with full power to assent to any conditions, modifications, variations and/or amendments as may be required or as the trustee of the Fund and/or the Manager may in its or their discretion deem fit or expedient for the benefit of the unit holders of the Fund or as may be required by the relevant authorities.

MANULIFE INVESTMENT AL-FAID

FORM OF PROXY

I/We (block letters, please) (NRIC No.: / Registration No.:) being a unit holder ofunits in the Manulife Investment Al-Faid hereby appoint the chairman of the meeting* /.....

* (NRIC No.....) or failing him/her, the chairman of the meeting, to be my/our proxy to vote for me/us and on my/our behalf at the meeting of unit holders to be held at **Room 3-02 M-Centre, 3rd Floor, Menara Manulife, No. 6, Jalan Gelenggang, Damansara Heights, 50490 Kuala Lumpur on Wednesday, the 7th day of May 2025 at 11.45 a.m.** and at any adjournment thereof. My/our said proxy has my/our instructions to vote as indicated with an “X” or “√” in respect of the following resolutions set out below:

	RESOLUTIONS	FOR	AGAINST
1.	Receipt of all of Manulife Shariah – Dana Ekuiti’s assets for the account of the Fund.		
2.	Further or consequential modifications.		

In the absence of any specific instructions, my/our proxy will vote or abstain from voting on the resolutions as he/she thinks fit. If the chairman of the meeting is my/our proxy and I/we do not instruct the chairman of the meeting, the chairman of the meeting will vote in favour of the resolutions.

If unit holder is an individual:

SIGNED by the said (unit holder’s name) on the day of

.....
(Witness’s signature)
Name:

.....
(Signature of unit holder)

If unit holder is a company:

* THE COMMON SEAL of the said was hereto affixed on the day of in accordance with its Constitution in the presence of:

* The company stamp of the said was hereto affixed on the day of

(Authorised signatory's name and signature)	(Authorised signatory's name and signature)	Common Seal / Company Stamp
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* Please delete as appropriate

Notes:

1. *This form of proxy must be deposited at the Manager's office at **13th Floor, Menara Manulife, No. 6, Jalan Gelenggang, Damansara Heights, 50490 Kuala Lumpur** not later than **11.45 a.m. on Monday, the 5th day of May 2025**. This form of proxy may also be deposited electronically by submitting the same to the Manager at **my_CustomerService@manulife.com** by the date and time mentioned above.*
2. *In the case of jointholders, any one of such jointholders may vote either personally or by proxy as comprised in the jointholding, but if jointholders are present at any meeting either personally or by proxy, the jointholder whose name stands first in the register shall alone be entitled to vote in respect thereof.*
3. *Where a company is a unit holder, the proxy may be any officer of such company appointed in the manner provided in section 333(1) of the Companies Act 2016.*