Date: 26 March 2025

Dear Valued Customer,

RE: Unit Holders' Meeting of Manulife Shariah - Dana Ekuiti (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:

Wednesday, 7 May 2025 (the "Meeting Day") Date:

10:30 a.m. Time:

Room 3-02 M-Centre, 3rd Floor, Menara Manulife, Venue:

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, transfer of all of the Fund's assets to Manulife Investment Al-Faid. 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, you will be receiving another notification about transfer of the Fund's assets followed by Fund's termination. 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 SHARIAH - DANA EKUITI

NOTICE OF MEETING

NOTICE IS HEREBY GIVEN for the convening of a meeting of the unit holders of the <u>Manulife Shariah – Dana Ekuiti</u> (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 17.3.1 of the deed dated 6 February 2013 as modified by the supplemental deed dated 6 March 2015 and the second supplemental deed dated 20 June 2022 governing the Fund (hereinafter referred to as the "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 10.30 a.m. to consider and, if thought appropriate by the unit holders, to pass the following resolutions:

RESOLUTIONS

1. SPECIAL RESOLUTION 1

Transfer of all the Fund's assets to Manulife Investment Al-Faid

That, subject to the passing of a special resolution by the unit holders of Manulife Investment Al-Faid, authority be and is hereby given to the Manager and/or the trustee of the Fund to transfer all the Fund's assets to Manulife Investment Al-Faid within three (3) months from the date of the passing of a special resolution by the unit holders of the Fund and Manulife Investment Al-Faid 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 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 Investment Al-Faid, 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 Deed:

Clause 17.4.1

- (a) The quorum required for a meeting of the Unit Holders shall be five (5) Unit Holders, whether present in person or by proxy; however, if the Fund has five (5) or less Unit Holders, the quorum required for a meeting of the Unit Holders of the Fund shall be two (2) Unit Holders, whether present in person or by proxy.
- (b) If the meeting has been convened for the purpose of voting on a Special Resolution, the Unit Holders present in person or by proxy must hold in aggregate at least twenty five per centum (25%) of the Units in circulation at the time of the meeting.

(c) If the Fund has only one (1) remaining Unit Holder, such Unit Holder, whether present in person or by proxy, shall constitute the quorum required for the meeting of the Unit Holders.

Clause 17.4.3

Every question arising at any Unit Holders' 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 more than a simple majority for it to be resolved and passed, a poll shall be taken. A poll may be demanded before or immediately after any question is put to a show of hands.

Clause 17.4.4

On a show of hands every Unit Holder who is present in person or by proxy shall have one vote.

Clause 17.4.5

Upon a poll every Unit Holder present in person or by proxy shall have one vote for every Unit held by him.

Clause 17.4.12

Every Unit Holder entitled to attend a meeting and to vote thereat may vote personally or by proxy. The proxy appointed need not be a Unit Holder. Where a Unit Holder is a company, the proxy may be any representative of such company appointed in the manner provided in section 147(3) of the Companies Act 1965 (now known as section 333(1) of the Companies Act 2016). The Manager or the Trustee may accept a certificate under section 147(5) of the Companies Act 1965 (now known as section 333(5) of the Companies Act 2016) as evidence of the proxy's appointment. The proxy may exercise on behalf of the company the same powers as the company could if it were a natural person and the company is to be taken to be a natural person present at the meeting in person.

Clause 17.4.13

In the case of Jointholders, any one of such Jointholders may vote either personally or by proxy as compromised 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 of Unit Holders shall alone be entitled to vote in respect thereof.

Clause 17.4.18

The instrument appointing a proxy shall be duly stamped, if required, and deposited at the office of the Manager not less than forty-eight (48) hours before the time appointed for the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote. 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 the Manager in the notice of meeting or adjourned meeting, as the case may be.

Clause 17.4.19

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 was 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 17.4.20

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 Unit Holders 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 Unit Holders 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 one (1) hour from the time appointed for the adjourned meeting.

Clause 17.4.21

At least seven (7) days' notice of any adjourned meeting of Unit Holders shall be given in the same manner as for an original meeting and such notice shall state that the Unit Holders present at the adjourned meeting whatever their number and the number of Units held by them will form the quorum for the adjourned meeting if the quorum prescribed by this Deed is not present after one (1) hour from the time appointed for the adjourned meeting.

Clause 17.4.24

For the avoidance of doubt, only those Unit Holders whose names are duly registered in the register of Unit Holders as at the date notice of a Unit Holders' meeting is sent out shall be entitled to receive such notice, to attend such meeting and to vote thereat provided always that a Unit Holder who is for any reason whatsoever no longer a Unit Holder as at the date of the meeting shall not be entitled to so attend and to so vote.

Clause 17.4.26

Resolutions passed at a meeting of Unit Holders bind all Unit Holders whether or not they were present at the meeting at which the resolutions were passed. No objection may be made as to any vote cast unless such objection is made at the meeting.

Clause 21.1.1

A modification may be made to this Deed only by a deed, expressed to be supplemental to this Deed, entered into between the Manager and the Trustee and lodged by the Manager with the relevant authorities for registration.

Clause 21.1.2

Such supplemental deed shall be lodged for registration with:

- (a) a resolution of not less than two-thirds (2/3) of all the Unit Holders at a Unit Holders' meeting duly convened and held according to the provisions of this Deed sanctioning the proposed modification to this Deed; or
- (b) a statement from the Manager and the Trustee certifying that in their opinion such modification, alteration or addition does not materially prejudice the interests of the Unit Holders and does not operate to release the Manager and the Trustee from any responsibility to the Unit Holders.

Clause 21.1.4

Notwithstanding Clause 21.1.2, a supplemental deed proposing modification, alteration or addition to this Deed which:

- (a) affects any express restriction imposed by this Deed on the powers which the Manager and the Trustee or either of them would otherwise be able to exercise within the Act;
- (b) would increase the maximum sales charge, redemption charge and annual management fee payable to the Manager, whether payment is out of the Fund or otherwise;
- (c) would increase the maximum payment from the Fund to the Trustee by way of remuneration for the Trustee's services; or
- (d) would effect any material change to the investment objective of the Fund as set out in Fourth Schedule hereto;

shall be submitted for registration accompanied by the resolution referred to in paragraph (a) of Clause 21.1.2.

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 10.30 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,

CHONG SOON MIN (JASON)

Chief Executive Officer

Encl: Form of Proxy and Explanatory Notes cc. 1. CIMB Islamic Trustee Berhad

2. Securities Commission Malaysia

MANULIFE SHARIAH - DANA EKUITI

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

1. Special Resolution 1

- 1.1 The Fund is an Islamic equity fund which aims to achieve capital growth over the medium to long term by investing primarily in Shariah-compliant equities and/or equity-related securities. The Manulife Investment Al-Faid is an Islamic equity fund which aims to provide unit holders with medium to long term capital growth through investments in a diversified portfolio of equities which are Shariah-compliant.
- The Manager is proposing to transfer the assets of the Fund to Manulife Investment Al-Faid as part of the fund rationalisation initiative of the Manager ("**Transfer Scheme**"). 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 Scheme. Unit holders of the Fund will likely benefit from a lower total expense ratio of Manulife Investment Al-Faid.
- 1.3 The investment objective of the Fund and Manulife Investment Al-Faid is similar and comparable in nature, thus the transfer of the assets of the Fund to Manulife Investment Al-Faid will not be detrimental to the interests of the unit holders of the Fund.
- 1.4 In view of the above, the Manager is of the opinion that it would be in the best interests of the unit holders of the Fund for the Fund's assets to be transferred to Manulife Investment Al-Faid.
- Upon the passing of this special resolution and the passing of a special resolution by the unit holders of Manulife Investment Al-Faid, the Manager and the trustee of the Fund will proceed with the transfer of the Fund's assets to Manulife Investment Al-Faid within three (3) months from the date of passing of a special resolution by the unit holders of the Fund and Manulife Investment Al-Faid or on such other date as may be agreed upon between the Manager and the trustee of the Fund ("Effective Date"). The Fund will be terminated on the Effective Date.
- Upon the passing of this special resolution and the passing of a special resolution by the unit holders of Manulife Investment Al-Faid, all subscriptions and regular investment subscriptions to the Fund will cease and transfers and switching of units into the Fund will also no longer be allowed. Your existing regular investment subscriptions and/or regular switching transactions to the Fund will be transferred to Manulife Investment Al-Faid after the Effective Date. Unit holders may contact his/her servicing agent or the Manager should the unit holders wish to terminate the regular investment subscriptions and/or regular switching transactions. If the special resolution is not approved by the unit holders of the Fund or Manulife Investment Al-Faid, the Fund will be available for subscriptions, regular investment subscriptions, transfers and switching from the date of the meeting or adjourned meeting (as the case may be).
- 1.7 On the Effective Date, units held by unit holders of the Fund will be exchanged with new units in Manulife Investment Al-Faid. The number of units in Manulife Investment Al-Faid that the unit holder will receive will be calculated by multiplying the net asset value ("NAV") per unit of the Fund on the Effective Date and divided by the NAV per unit of Manulife Investment Al-Faid on the Effective Date. Unit holders will receive a transaction statement with the transaction type shown as "switching" on the Effective Date in the transaction statement to reflect the transaction of this Transfer Scheme.

	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.	n to long term capital growth through investments in a diversified portfolio				
Investment Policy and Strategy	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. The Fund's investment strategy aims at achieving long term risk-adjusted returns by exploiting potential inefficiencies in the capital markets 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.	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. The fund manager adopts a bottom-up approach in identifying companies 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. 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				

	Manulife Shariah – Dana Ekuiti	Manulife Investment Al-Faid			
	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. The Manager may also invest in Islamic collective investment schemes ("CISs") provided that it is consistent with the Fund's investment objective. 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 sukuk, Islamic money market instruments and/or placement in Islamic deposits.	capital structure, intrinsic value, cash flow, replacement costs, revised net asset value (RNAV), management and potential growth trend. 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.			
Asset Allocation	 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.			

	Manulife Shariah – Dana Ekuiti	Manulife Investment Al-Faid				
Investor's Profile	This Fund is suitable for investors who: • have a medium to long-term investment horizon; and • have a high-risk tolerance.	This Fund is suitable for investors who: • 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	 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 	 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 				
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	 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 	 Stock specific risk Reclassification of Shariah status risk Risk associated with investing in Islamic CIS 				

	Manulife Shariah – Dana Ekuiti	Manulife Investment Al-Faid
Employee Provident Fund - Members' Investment Scheme Fund Status	Active (as at 28 February 2025)	Active (as at 28 February 2025)

1.9 The Manager will then arrange for a final review and audit by the auditor of the Fund.

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 Investment Al-Faid, 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 SHARIAH – DANA EKUITI

FORM OF PROXY

I/We (block letters, please)(NRIC													
No.:												/ R	egistration
No.:)	being a	unit holde	r of				ι	ınits in the
Manuli	fe Sha	riah ·	_	Dana	Ekuiti	hereby	appoint	the	chairm	nan	of	the	meeting*
<i>/</i>													
* (NRIC	C No) or fa	ailing him/	her, th	e chairr	man c	of the	e mee	eting, to be
my/our	proxy to	o vote	for ı	me/us	and on	my/our be	ehalf at th	e mee	ting of u	unit h	olde	rs to	be held at
Room	3-02 M	-Centr	ъ, З	3 rd Flo	or, Mei	nara Man	ulife, No	. 6, Ja	alan Ge	eleng	jgan	g, Da	amansara
Height	ts, 5049	0 Kual	la L	umpu	r on We	dnesday	, the 7 th c	lay of	May 20)25 a	ıt 10 .	.30 a	. m. and at
any ad	ljournme	nt ther	reof	. My/o	ur said _l	oroxy has	my/our ir	nstruct	ions to	vote	as in	dicat	ed with an
"X" or "	'√" in res	pect o	f the	e follov	ving reso	olutions se	et out belo	w:					
				R	RESOLU	ITIONS				F	OR	Α	GAINST
1.	Transfer of all the Fund's assets to Manulife Investment Al-Faid.												
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													
resolut	tions.												
If unit I	holder is	an ind	livid	lual:									
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				:									
(<i>Witn</i>	 ess's sig e:	 ınature	····· ;)			 (\$	Signature	of unit	holder)				

If unit holder is a company	:					
* THE COMMON SEAL of the	ne said	was hereto affixed on				
the day of presence of:		in accordance with its Constitution in the				
* 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				

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 10.30 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.

^{*} Please delete as appropriate