

Date: 18 March 2024

Dear Valued Customer,

RE: Unit Holders' Meeting of Manulife Investment – CM Flexi Fund (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: Thursday, 4 April 2024 (the “Meeting Day”)
Time: 2:30 p.m.
Venue: Room 3-01 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, transfer of all of the Fund’s assets to Manulife Investment – ML Flexi Fund. Please see the Notice of Meeting and Explanatory Notes attached for more details.

Important note:

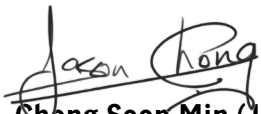
- (a) You must hold units of the Fund as at the Meeting Day to be entitled to attend the Meeting.
- (b) If you have fully redeemed from/ switched out of the Fund before the Meeting Day, you will no longer be a unit holder of the Fund. As such, you won’t be entitled to attend the Meeting even if you have 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, 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 INVESTMENT-CM FLEXI FUND

NOTICE OF MEETING

NOTICE IS HEREBY GIVEN for the convening of a meeting of the unit holders of the **Manulife Investment-CM Flexi Fund** (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 3-01 M-Centre, 3rd Floor, Menara Manulife, No. 6, Jalan Gelenggang, Damansara Heights, 50490 Kuala Lumpur on Thursday, the 4th day of April 2024 at 2.30 p.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-ML Flexi Fund

That, subject to the passing of a special resolution by the unit holders of Manulife Investment-ML Flexi Fund, 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-ML Flexi Fund within three (3) months from the date of the passing of a special resolution by the unit holders of the Fund and Manulife Investment-ML Flexi Fund 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 Investment-ML Flexi Fund, 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.

And further that, the trustee of the Fund shall not be liable or held responsible to the unit holders for any acts or omission in order to give effect to the authority conferred on the trustee of the Fund in the paragraph above, provided that in so acting or omitting to act, the trustee of the Fund have not acted fraudulently, in gross negligence or willful misconduct and the unit holders of the Fund shall at all times indemnify and keep the trustee of the Fund fully indemnified to their satisfaction against any and all actions, proceedings, costs, claims, liabilities and demands to which the trustee of the Fund may render themselves liable and all costs, charges, damages and expenses including but not limited to legal expenses on a solicitor and client basis which they may reasonably incur in relation to and/or arising from carrying out the above resolution.

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 **2.30 p.m. on Tuesday, the 2nd day of April 2024**. 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: 18 March 2024

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. Maybank Trustees Berhad
2. Securities Commission Malaysia

MANULIFE INVESTMENT-CM FLEXI FUND

THE MANAGER'S EXPLANATORY NOTES IN RESPECT OF THE RESOLUTIONS PROPOSED FOR THE UNIT HOLDERS' MEETING TO BE HELD ON THE 4TH DAY OF APRIL 2024

1. Special Resolution 1
- 1.1 The Fund and Manulife Investment-ML Flexi Fund are both mixed assets funds which seek to provide unit holders with long-term capital appreciation by investing in a diversified portfolio of equities and/or equity-related instruments as well as fixed income instruments (which include money market instruments).
- 1.2 The Manager is proposing to transfer the assets of the Fund to Manulife Investment-ML Flexi Fund 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 expenses ratio of Manulife Investment-ML Flexi Fund.
- 1.3 The investment objective of the Fund and Manulife Investment-ML Flexi Fund is identical thus the transfer of the assets of the Fund to Manulife Investment-ML Flexi Fund 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-ML Flexi Fund.
- 1.5 Upon the passing of this special resolution and the passing of a special resolution by the unit holders of Manulife Investment-ML Flexi Fund, the Manager and the trustee of the Fund will proceed with the transfer of the Fund's assets to Manulife Investment-ML Flexi Fund within three (3) months from the date of passing of a special resolution by the unit holders of the Fund and Manulife Investment-ML Flexi Fund 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.
- 1.6 Upon the passing of this special resolution and the passing of a special resolution by the unit holders of Manulife Investment-ML Flexi Fund, 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-ML Flexi Fund 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-ML Flexi Fund, 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 the Manulife Investment-ML Flexi Fund. The number of units in Manulife Investment-ML Flexi Fund 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 by the number of units in the Fund on the Effective Date and divided by the NAV per unit of Manulife Investment-ML Flexi Fund 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.
- 1.8 The salient details of the Fund and Manulife Investment-ML Flexi Fund are as follows:

	Manulife Investment-CM Flexi Fund	Manulife Investment-ML Flexi Fund
Launch Date	23 January 2007	6 September 2005
Fund Category	Mixed Assets	Mixed Assets
Base Currency	Ringgit Malaysia	Ringgit Malaysia
Investment Objective	The Fund seeks to provide unit holders with long-term capital appreciation.	The Fund seeks to provide unit holders with long-term capital appreciation.
Investment Policy and Strategy	<p>The Fund invests in a diversified portfolio of equities and/or equity-related instruments as well as fixed income instruments (which include money market instruments). Liquid assets such as money market instruments and deposits are used to maintain liquidity position and as a short-term alternative should the equity or bond markets become extremely volatile. The Fund may invest in the investments directly or via collective investment schemes.</p> <p>The Fund may invest up to 98% of its NAV in a single asset class of equities and/or equity-related instruments or fixed income instruments. This allows the Fund the flexibility to switch to equities and/or equity-related instruments when the stock market is bullish and to switch to bonds and/or money market instruments when the stock market is bearish. At any one time, the asset mix may also comprise all asset classes. The Fund will maintain at least 2% of its NAV in liquid assets.</p> <p><u>Strategy on equities and/or equity-related instruments broadly consist of the following:</u></p> <p>i. The portfolio's asset allocation is determined by the fund manager's macro view. A bottom-up approach in the stock selection will then follow in determining exposure to certain sector(s) or theme(s). This process will include:</p>	<p>The Fund invests in a diversified portfolio of equities and/or equity-related instruments as well as fixed income instruments (which include money market instruments). Liquid assets such as money market instruments and deposits are used to maintain liquidity position and as a short-term alternative should the equity or bond markets become extremely volatile. The Fund may invest in the investments directly or via collective investment schemes.</p> <p>The Fund may invest up to 98% of its NAV in a single asset class of equities and/or equity-related instruments or fixed income instruments. This allows the Fund the flexibility to switch to equities and/or equity-related instruments when the stock market is bullish and to switch to bonds and/or money market instruments when the stock market is bearish. At any one time, the asset mix may also comprise all asset classes. The Fund will maintain at least 2% of its NAV in liquid assets.</p> <p><u>Strategy on equities and/or equity-related instruments broadly consists of the following:</u></p> <ul style="list-style-type: none"> ▪ Adopting a bottom-up approach in identifying companies with exceptional growth and visible earnings prospects during the stock selection process. ▪ Value-based criteria which identify fundamentally sound companies that have fallen out of favour. These would include

	Manulife Investment-CM Flexi Fund	Manulife Investment-ML Flexi Fund
	<ul style="list-style-type: none"> ▪ Identification of growth companies which have competitive advantages to support strong earnings prospects; and ▪ Screening for value which identifies fundamentally sound companies whose stock prices have yet to reflect such value. These would include those with attractive valuations relative to their industry peers and those trading at significant discounts to their intrinsic/book or replacement value. Focus will also be put on laggards and oversold stocks which have the potential to rebound. <p>ii. In addition to the quantitative factors included above, qualitative factors such as management and corporate governance will also be considered.</p> <p><u>Strategy on fixed income instruments:</u></p> <ul style="list-style-type: none"> ▪ Predominantly in short-term bonds, money market instruments and deposits. The short-term nature of these investments allows the fund manager to easily switch to equities during conducive stock market or bullish periods. ▪ For investment in bonds such as listed/unlisted bonds issued by the Malaysian government, its agencies, Bank Negara Malaysia and Malaysian corporates, the fund manager takes a top-down approach for asset allocation and a bottom-up approach for bond selection; looking for bonds with value, investing in bonds after thorough credit evaluation and identifying the relative market value. <p>The Fund may invest up to 25% of the Fund's NAV in foreign equities and/or equity-related instruments of</p>	<p>those with low valuations relative to their industry peers and those trading at huge discounts to their intrinsic/book or replacement value. Focus is also on laggards and oversold stocks which may have a strong chance to rebound.</p> <p>The Manager emphasizes strongly on internal research where in-depth fundamental research on financial health, industry prospects and management quality are stressed. The Manager also adopts an active strategy in meeting the investment objective of the Fund and 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><u>Strategy on fixed income instruments:</u></p> <ul style="list-style-type: none"> ▪ Investment in liquid fixed income instruments such as listed/unlisted debt instruments issued by the Malaysian government, its agencies, Bank Negara Malaysia and Malaysian corporates as well as money market instruments. The liquidity of the instrument will depend on market demand and supply for a particular issuer and/or duration and/or credit rating which will be in turn dependent on prevailing market and economic conditions. ▪ The liquid nature of fixed income instruments allows the Manager to easily switch to equities during conducive stock market or bullish periods. <p>The Fund may invest up to 25% of its NAV in foreign equities and/or equity-related instruments of companies which are domiciled in/listed in or have significant operations* in the Asia-Pacific region, including but not limited to Australia, China, Hong Kong, India, Indonesia, Japan, New Zealand, the Philippines, Singapore, South Korea, Taiwan, Thailand and Vietnam.</p>

	Manulife Investment-CM Flexi Fund	Manulife Investment-ML Flexi Fund
	<p>companies which are domiciled in/ listed in or have significant operations* in the Asia-Pacific region, including but not limited to Australia, China, Hong Kong, India, Indonesia, Japan, New Zealand, the Philippines, Singapore, South Korea, Taiwan, Thailand and Vietnam.</p> <p>*Significant operations mean the revenue, earnings, production facilities, assets and/or investments of a company are based in/derived from the Asia-Pacific region. The level of significance will be determined by the fund manager on a case-by-case basis based on his/her research and judgement.</p>	<p>* Significant operations mean the revenue, earnings, production facilities, assets and/or investments of a company are based in/derived from the Asia-Pacific region. The level of significance will be determined by the Manager on a case-by-case basis based on his/her research and judgement.</p>
Asset Allocation	<ul style="list-style-type: none"> • Maximum 98% of the Fund's NAV in equities and/or equity-related instruments; • Maximum 98% of the Fund's NAV in fixed income instruments; and • Minimum 2% of the Fund's NAV in liquid assets. 	<ul style="list-style-type: none"> • Maximum 98% of the Fund's NAV in equities and equity-related instruments; • Maximum 98% of the Fund's NAV in fixed income instruments; and • Minimum 2% of the Fund's NAV in liquid assets.
Performance Benchmark	50% FTSE Bursa Malaysia Top 100 Index + 50% CIMB 12-month Fixed Deposit rate.	50% FTSE Bursa Malaysia Top 100 Index + 50% Maybank 12-month Fixed Deposits rate.
Financial Year End	31 March	31 March
Distribution Policy	Income distribution (if any) is incidental.	Income distribution (if any) is incidental.
Investor's Profile	<p>This Fund is suitable for investors who:</p> <ul style="list-style-type: none"> • seek capital appreciation and do not seek a regular income stream; • are willing to accept higher level of risk; and • have a long-term investment horizon. 	<p>This Fund is suitable for investors who:</p> <ul style="list-style-type: none"> • seek capital appreciation; • are willing to accept higher level of risk; • do not seek a regular income stream; and • have a long-term investment horizon.
Trustee	Maybank Trustees Berhad	Maybank Trustees Berhad
Fund Manager	Vincent Thien Han Sen	Vincent Thien Han Sen

	Manulife Investment-CM Flexi Fund	Manulife Investment-ML Flexi Fund
Sales Charge	<ul style="list-style-type: none"> Unit Trust Scheme Consultants (“UTC”) / Manager – Up to 6.50% 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
Annual Management Fee	Up to 1.50% 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 0.08% per annum of the NAV of the Fund or a minimum of RM18,000 per annum, whichever is higher	Up to 0.07% per annum of the NAV of the Fund or a minimum of RM18,000 per annum, whichever is higher
Total Expenses Ratio	1.80 for the year end 31 March 2023	1.74 for the year end 31 March 2023
Specific Risk	<ul style="list-style-type: none"> Credit and default risk Interest rate risk Country risk Currency risk Stock specific risk Risk associated with investing in collective investment scheme 	<ul style="list-style-type: none"> Credit and default risk Interest rate risk Country risk Currency risk Stock specific risk Risk associated with investing in collective investment scheme Risk considerations for investing in derivatives and warrants
Employee Provident Fund – Members’ Investment Scheme Fund Status	Suspended (as at 1 February 2024)	Active (as at 1 February 2024)

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 special resolution 1 and the passing of a special resolution by the unit holders of Manulife Investment-ML Flexi Fund, 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.

And further that, the trustee of the Fund shall not be liable or held responsible to the unit holders for any acts or omission in order to give effect to the authority conferred on the trustee of the Fund in the paragraph above, provided that in so acting or omitting to act, the trustee of the Fund have not acted fraudulently, in gross negligence or willful misconduct and the unit holders of the Fund shall at all times indemnify and keep the trustee of the Fund fully indemnified to their satisfaction against any and all actions, proceedings, costs, claims, liabilities and demands to which the trustee of the Fund may render themselves liable and all costs, charges, damages and expenses including but not limited to legal expenses on a solicitor and client basis which they may reasonably incur in relation to and/or arising from carrying out the above resolution.

MANULIFE INVESTMENT-CM FLEXI FUND

FORM OF PROXY

I/We (block letters, please) (NRIC No.: / Registration No.:) being a unit holder of units in the Manulife Investment-CM Flexi Fund 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 3-01 M-Centre, 3rd Floor, Menara Manulife, No. 6, Jalan Gelenggang, Damansara Heights, 50490 Kuala Lumpur on Thursday, the 4th day of April 2024 at 2.30 p.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.	Transfer of all the Fund’s assets to Manulife Investment-ML Flexi 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 **2.30 p.m. on Tuesday, the 2nd day of April 2024**. 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.*