

TRUST DEED

THIS TRUST DEED is made and entered into at Karachi, on this 18th day of December, 2006:

1. Name of the Scheme

IGI INCOME FUND

2. Participating Parties and Constitution of the Trust

- I. **IGI Funds Limited** (formerly First International Capital Management Limited), a public limited company incorporated under the Companies Ordinance, 1984, having its registered office at 5 F.C.C, Syed Maratab Ali Road, Gulberg, Lahore (hereinafter called the “**Management Company**”, which expression where the context so permits shall include its successors in interest and assigns) of the one part;

AND

- II. **Central Depository Company of Pakistan Limited**, a public limited company incorporated under the Companies Ordinance, 1984, having its registered office at CDC House, 99-B, Block B, SMCHS, Main Shahrah-e-Faisal, Karachi (hereinafter called the “**Trustee**” which expression where the context so permits shall include its successors in interest and assigns) of the other part.

WITNESSETH:

- A. The Management Company has been incorporated under the Ordinance and registered as an Investment Advisor and Asset Management Company pursuant to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (hereinafter referred to as the “Rules”) for the purpose of undertaking investment advisory and asset management services (certificate attached hereto as Annexure “A”);
- B. The Management Company has been authorized by the Securities and Exchange Commission of Pakistan (“Commission”) vide its letter bearing reference No.

- C. SEC/NBFC-II/AD-Jam/IGIIF/874/2006 dated December 07, 2006 attached herewith as Annexure “B” to constitute the Trust under the name and title of “**IGI INCOME FUND**” (hereinafter referred to as “the Trust”) and to register this Trust Deed, pending authorization for the establishment and operation of the Trust in accordance with the provisions of the Rules and this Trust Deed;
- D. The Management Company has nominated and appointed the Trustee as trustee of the Scheme and the Trustee has accepted such appointment upon the terms and conditions herein contained and the Tariff structure for Trusteeship as per Annexure “C” attached herewith;
- E. The Commission has also approved the appointment of the Trustee; vide its said letter bearing reference No. SEC/NBFC-II/AD-Jam/IGIIF/875/2006 dated December 07, 2006 attached herewith as Annexure “D”;
- F. The Trustee hereby nominated, constituted and appointed as the trustee of the Trust herein created and the Trustee hereby accepts such appointment on the terms and conditions contained in this Trust Deed. The Management Company and the Trustee declare that:
- (a) The Trustee shall hold and stand possessed of the Trust Property that may from time to time hereafter be vested in the Trustee upon trust as a single common fund for the benefit of the Unit Holder(s) ranking pari passu inter se, according to the number of Units held by each Unit Holder;
 - (b) The Trust Property shall be invested or disinvested from time to time by the Trustee at the direction of the Management Company strictly in terms of the provisions contained and the conditions stipulated in the Trust Deed, Offering Document and the Rules and the conditions (if any) which may be imposed by the Commission from time to time;
 - (c) The Management Company shall establish, manage, operate and administer the Trust in accordance with the Rules, Trust Deed and Offering Document; and any other condition which may be imposed by the Commission from time to time
- F. For attaining the aims and objectives, the Management Company shall hand over to the Trustee, an initial sum of Rs 10,000/- (Rupees Ten Thousand only).

3. Governing Law and Jurisdiction

- 3.1. This Trust Deed shall be subject to and governed by the laws of Pakistan, including the Ordinance, the Rules and all applicable laws and regulations and it shall be deemed for all purposes whatsoever that all the provisions required to be contained in a trust deed by the Rules are incorporated in this Trust Deed as a part and parcel thereof and in the event of any conflict between this Trust Deed and the provisions required to be contained in a trust deed by the Rules, the latter shall supersede and prevail over the provisions contained in this Trust Deed.
- 3.2. Subject to the Arbitration Clause 30 hereafter, applicable between the Management Company and the Trustee inter se, each party, including the Unit Holder(s) irrevocably submit to the exclusive jurisdiction of the Courts at Karachi.

4. Effect of this Trust Deed, status of Unit Holder(s) and retirement/change of Trustee, etc.

4.1. Trust Deed binding on each Unit Holder(s)

The terms and conditions of this Trust Deed shall be binding on each Unit Holder as if he had been party to it and shall be bound by the provisions hereof and shall be deemed to have authorized and required the Trustee and the Management Company to do as required of them by the terms of this Trust Deed.

4.2. Unit Holder(s) not liable to make further payments

No Unit Holder shall be liable to make any further payments to the Trustee or the Management Company after he has paid the Offer Price of the Units in accordance with Clause 7.2 hereafter and no further liability shall be imposed on any Unit Holder in respect of the Units held by him.

4.3. Units to rank pari passu

4.3.1. All Units and fractions thereof represent an undivided share in the Trust and shall rank pari passu according to the number of Units held by each Unit Holder, including as to the rights of the Unit Holder(s) in the Net Assets, earnings and the receipt of the dividends and distributions. Each Unit Holder has a beneficial interest in the Trust proportionate to the Units held by such Unit Holder and shall have such rights as are set out in the Trust Deed or Offering Document.

4.3.2. Core Units subscribed by the Core Investors shall however be offered and issued at par and shall not be redeemable (but are transferable) for a period of two years from the close of Initial Period. Such Units are transferable with this condition but otherwise shall rank pari passu with all other Units, save for this restriction. A mention of such restriction and its termination date shall be entered into the Register and shall be noted on any Certificate issued in respect of such Units.

4.4. Trustee to report to the Unit Holder(s)

4.4.1. The Trustee shall report on all matters provided in the Rules, including all matters in which it is required to issue a report under the Trust Deed, Offering Document and the Rules, to the Holders including a report to be included in the annual report on whether in its opinion, the Management Company has, in all material respect, managed the Trust Property in accordance with the provisions of the Rules, the Trust Deed and Offering Document. And if the Management Company has not done so, the respect in which it has not done so and the steps the Trustee has taken in respect thereof.

4.4.2. The Trustee shall be entitled to require the Auditors to provide such reports as may be agreed between the Trustee and the Management Company as may be considered necessary to facilitate the Trustee in issuing the certification required under the Rules. The Trustee shall endeavor to provide the certification at the earliest date reasonably possible.

4.5. Manner in which the Trustee may retire

The Trustee shall be entitled to retire voluntarily at any time upon prior written notice of three months to the Management Company and after obtaining prior written consent of the Commission; subject to the condition that the retirement shall not take effect except upon the appointment of a new trustee. In the event of the Trustee desiring to retire, the Management Company, within a period of three months after receiving a notice to that effect from the Trustee and with the prior written approval of the Commission, may by a deed supplemental hereto under the seal of the Management Company appoint a new

trustee under the provisions of the Rules in place of the retiring Trustee and also provide in such deed for the automatic vesting of all the assets of the Scheme in the name of the new trustee. Provided that the obligations of the Trustee shall continue and the Trustee shall also receive its remuneration until the new trustee is appointed. In case the Trustee decides to retire voluntarily, as above, it shall endeavor its best to suggest the name(s) of alternate company (ies) or institution(s) qualified for being appointed as trustee to the Management Company and the Commission for appointment as the trustee, in the place of the Trustee.

5. Role of the Management Company, Role of the Trustee and Bank Accounts

5.A. Role of the Management Company

5.A.1. The Management Company shall manage, operate and administer the Trust in accordance with the Rules, the Trust Deed and Offering Document.

5.A.2. Primary Functions of the Management Company:

5.A.2.1. Fund Management

The Management Company has the responsibility to make all investment decisions within the framework of the Rules, the Trust Deed and Offering Document.

5.A.2.2. Investor Services

The Management Company has the responsibility to facilitate Unit Holder transactions in the Scheme and to make adequate arrangements for receiving and processing all applications in this regard.

5.A.2.3. Investor Records

- i. The Management Company has the responsibility to maintain investor records and for this purpose it may appoint a Registrar, who is responsible for performing Registrar Functions, i.e. maintaining Unit Holder(s) records and providing related services. The Management Company or Registrar (as the case may be) shall carry out the responsibility of maintaining Unit Holder(s) records, issuing statements of accounts, issuing Certificates representing Units, processing redemption requests, processing dividend payments and all other related and incidental activities.
- ii. The Management Company shall not remove the records or documents pertaining to the Trust from Pakistan to a place outside Pakistan without the prior written permission of the Commission and the Trustee.

5.A.2.4. Distribution

The Management Company, shall from time to time appoint, remove or replace one or more suitable persons, entities or parties as Distributor(s) and /or Sub-Distributor(s) for carrying on Distribution Function(s) at one or more location(s) on terms and conditions to be incorporated in distribution and /or sub-distribution agreement(s) to be entered into between the Distributor(s) and /or Sub-Distributor(s) and the Management Company. Provided that the Management Company may also itself act as a Distributor for carrying on Distribution Functions and in such case also subcontract the Distribution Functions to a Sub-Distributor(s). The Distributor(s) and/or Sub-Distributor(s) shall act as the interface between the investors, the Management Company, the Registrar and the Trustee and perform all other Distribution Function(s), as defined in Clause 33.26 hereafter.

5.A.2.5. Investment Facilitators

The Management Company may from time to time appoint Investment Facilitators to assist it in promoting sales of Units on terms and conditions agreed between the Management Company and Investment Facilitators.

5.A.2.6. Record Keeping

The Management Company has the primary responsibility for all record keeping, regular determination and announcements of prices and for producing financial reports from time to time. However, the Trustee has the responsibility to ensure timely delivery to the Management Company of statements of accounts and transaction advices for banking and custodial accounts in the name and under the control of the Trustee. The Management Company shall provide the Trustee unhindered access to all records relating to the Trust.

5.A.3. Other Functions and Responsibilities of the Management Company:

- 5.A.3.1. The Management Company shall manage the Trust in the best interest of the Unit Holder(s), in good faith and to the best of its ability and without gaining any undue advantage for itself or any of its Connected Persons, and subject to the restrictions and limitations as provided in this Trust Deed and the Rules and subject to any special exemptions granted by the Commission. Any purchase or sale of Investments made under any of the provisions of this Trust Deed shall be made by the Trustee according to the instructions of the Management Company in this respect, unless such instructions are in conflict with the provisions of this Trust Deed or the Rules.
- 5.A.3.2. The Management Company shall comply with the provisions of the Rules and this Trust Deed for any act or matter to be done by it in the performance of its duties and such acts or matters may also be performed on behalf of the Management Company by authorized officer(s) of the Management Company or by any nominee or agent appointed by the Management Company and any act or matter so performed shall be deemed for all the purposes of this Trust Deed to be the act of the Management Company. The Management Company shall be responsible for the acts and omissions of all persons to whom it may delegate any of its functions, as if these were its own acts and omissions and shall account to the Trustee for any loss in value of the Trust Property where such loss has been caused by its gross negligence or reckless or willful act and / or omission or of its officers, officials or agents.
- 5.A.3.3. The Management Company may from time to time appoint, remove or replace the Transfer Agent.
- 5.A.3.4. The Management Company shall make available or ensure that there is made available to the Trustee such information as the Trustee may require in respect of any matter concerning the Trust.
- 5.A.3.5. The Management Company shall not be under any liability except such liability as may be expressly assumed by it under the Rules, the Trust Deed and Offering Document, nor shall the Management Company (save as herein otherwise provided) be liable for any act or omission of the Trustee nor for anything except for its own gross negligence or willful breach of duty. If for any reason it becomes impossible or impracticable to carry out the provisions of the Trust Deed and Offering Document, the Management Company shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.
- 5.A.3.6. The Management Company shall maintain at its principal office proper accounts and records to enable a complete and accurate view to be formed of the assets and liabilities and the income and expenditure of the Scheme, all transactions for the account of the Scheme and amounts received by the Scheme in respect of issue of Units and paid out by the Trust on redemption of the Units and by way of distributions
- 5.A.3.7. The Management Company shall prepare and transmit (physically or through electronic means or on its website subject to the approval of the Commission) an annual report, together with a copy of the balance sheet, income and expenditure account and the Auditor's report of the Trust to the Trustee and the Unit Holder(s) within four months of

the closing of the Accounting Date and balance sheet and income and expenditure accounts shall comply with the requirements set out in the Rules.

- 5.A.3.8. The Management Company shall within one (1) month of the closing of the first quarter (3 months) and third quarter (9 months) and within two (2) months of the closing of first half (6 months) of each Accounting Date, prepare and transmit (physically or through electronic means or on its website subject to the approval of the Commission) to the Unit Holder(s) and the Commission, balance sheet as at the end of that quarter, profit and loss account, cash flow statement and statement of changes in equity for that quarter, whether audited or otherwise.
- 5.A.3.9. The Management Company shall maintain a Register of Unit Holder(s) of the Trust (either in physical or electronic form) and inform the Trustee and the Commission of the address where the Register is kept.
- 5.A.3.10. The Management Company shall with the consent of the Trustee, appoint at the establishment of the Trust and upon any vacancy, the Auditor, who shall be a Chartered Accountant and independent of the Auditor of the Management Company, and such Auditor shall not be appointed for more than three consecutive years.
- 5.A.3.11. The Management Company shall furnish a copy of the annual report together with copies of the balance sheet, income and expenditure accounts and the Auditor's report of the Scheme to the Commission within four months of the close of the Accounting Period, together with a statement containing the following information, namely:
- (i) Total number of Unit Holder(s); and
 - (ii) Particulars of the pertinent personnel (senior executives) of the Management Company.
- 5.A.3.12. The Management Company shall, from time to time, advise the Trustee of the settlement instructions relating to any investment/ disinvestment transactions entered into by it on behalf of the Trust. The Trustee shall carry out the settlements in accordance with the dictates of the specific transactions subjected to the terms of this Trust Deed and the Rules. The Management Company shall ensure the settlement instructions are given promptly after entering into the transaction so as to facilitate timely settlement and the Trustee, on its side, shall ensure that the settlement is handled in a timely manner in accordance with dictates of the transaction subjected to the terms of this Trust Deed and the Rules.
- 5.A.3.13. The Management Company shall not;
- (a) merge with, acquire or take over any other asset management company or a Scheme, unless it has obtained the prior approval of the Commission in writing to the scheme of such merger, acquisition or take over
 - (b) pledge any of the securities held or beneficially owned by the Scheme except for the benefit of the Scheme
 - (c) make a loan or advance money to any person except in connection with the normal business of the Scheme
 - (d) participate in a joint account with others in any transaction
 - (e) subject to any relaxation provided by the Commission, employ as a broker, directly or indirectly any of its director, officer or employee or a member of the family of such person or its management company and enter into transactions with any connected broker, which shall equal or exceed ten (10) percent or more of the transactions of the Trust in any one (1) accounting year of the Scheme.
 - (f) Accept deposits from the Scheme

Explanation: For the purposes of this clause the term family includes spouse, lineal ascendants and descendants, brothers and sisters.

5.B. Role of the Trustee

- 5.B.1. The Trustee shall invest the Trust Property from time to time at the direction of the Management Company strictly in terms of the provisions contained and the conditions stipulated in the Trust Deed, Offering Document and, the Rules and the conditions (if any) which may be imposed by the Commission from time to time;
- 5.B.2. The Trustee has the responsibility for being the nominal owner and for the safe custody of the assets of the Trust on behalf of the beneficial owners (the Unit Holder(s)), within the framework of the Rules, the Trust Deed and Offering Document.
- 5.B.3. The Trustee shall have all the obligations entrusted to it under the Rules, the Trusts Act 1882, the Trust Deed and Offering Document.
- 5.B.4. The Trustee shall nominate one or more of its officers to act as attorney(s) for performing the Trustee's functions and for interacting with the Management Company. Names of the authorized officers and any changes thereto shall be intimated to the Management Company.
- 5.B.5. The Trustee shall in consultation with the Management Company appoint and may also remove and replace from time to time one or more Bank(s) and/or other depository company, to act as the Custodian(s) for holding and protecting the Trust Property and every part thereof and for generally performing the custodial services at one or more locations and on such terms, as the Trustee and the Management Company may mutually agree and to be incorporated in custodial services agreement(s) to be executed between the Trustee and the Custodian(s). Provided however, the Trustee may also itself provide custodial services for the Trust with the approval of the Management Company at competitive terms as part of its normal line of business.
- 5.B.6. The Trustee shall comply with the provisions of this Trust Deed for any act or matter to be done by it in the performance of its duties and such acts or matters may also be performed on behalf of the Trustee by any officer or responsible official of the Trustee or by any nominee or agent appointed by the Trustee in consultation with Management Company: Provided that the Trustee shall be responsible for the acts and omissions of all persons to whom it may delegate any of its duties, as if these were its own acts and omissions and shall account to the Trust for any loss in value of the Trust Property where such loss has been caused by gross negligence or any reckless act and/or omission of the Trustee or any of its directors, officers, nominees or agents.
- 5.B.7. The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holder(s). The Trustee shall not be under any liability on account of anything done or suffered by the Trust, if the Trustee had acted in good faith in accordance with or in pursuance of any request of the Management Company provided they are not in conflict with the provisions of this Trust Deed or the Rules. Whenever pursuant to any provision of this Trust Deed, any certificate, notice, direction, instruction or other communication is to be given by the Management Company to the Trustee, the Trustee may accept as sufficient evidence thereof:
- (i) A document signed or purporting to be signed on behalf of the Management Company by any person(s) whose signature the Trustee is for the time being authorized in writing by the Management Company to accept.
 - (ii) Any instruction received online through the software solution adopted by the Management Company for managing and keeping records of the funds managed by the Management Company and to the satisfaction of the Trustee. The Management Company shall advise the Trustee of software solution adopted by the Management Company for the purposes hereof.
 - (iii) Third party evidence where required.
- 5.B.8. The Trustee shall not be liable for any loss caused to the Trust or to the value of the Trust Property due to any elements or circumstances beyond its reasonable control.

- 5.B.9. The Trustee shall carry out the instructions of the Management Company in all matters including investment and disposition of the Trust Property unless such instructions are in conflict with the provisions of the Trust Deed and Offering Document and/or the Rules and/or any other applicable law.
- 5.B.10. The Trustee shall make available or ensure that there is made available to the Management Company such information as the Management Company may reasonably require from time to time in respect of the Trust Property and all other matters relating to the Trust.
- 5.B.11. The Trustee shall issue a report to the Unit Holder(s) included in the annual report whether in its opinion, the Management Company has in all material respects managed the Trust Property in accordance with the provisions of the Rules, the Trust Deed and Offering Document and if the Management Company has not done so, the steps the Trustee has taken in respect thereof.
- 5.B.12. The Trustee shall be entitled to require the Auditor to provide such reports as may be agreed between the Trustee and the Management Company as may be considered necessary to facilitate the Trustee in issuing the certification required under the Rules. The Trustee shall endeavor to provide the certification at the earliest date reasonably possible.
- 5.B.13. The Trustee shall, if requested by Management Company or if it considers necessary for the protection of Trust Property or safeguarding the interest of Unit Holder(s), institute or defend any suit, proceeding, arbitration or inquiry or any corporate or Unit Holder action in respect of the Trust Property or any part thereof, with full powers to sign, swear, verify and submit pleadings and affidavits, to file documents, to give evidence, to appoint and remove counsel and to do all incidental acts, things and deeds through the Trustee's authorized directors and officers. All reasonable costs, charges and expenses (including reasonable legal fees) incurred in instituting or defending any such action shall be borne by the Trust and the Trustee shall be indemnified against all such costs, charges and expenses: Provided that no such indemnity shall be available in respect of any action taken against the Trustee for gross negligence or breach of its duties in connection with the Trust under this Trust Deed or the Rules. For the avoidance of doubt it is clarified that notwithstanding anything contained in this Trust Deed, the Trustee and the Management Company shall not be liable in respect of any losses, claims, damages or other liabilities whatsoever suffered or incurred by the Trust arising from or consequent to any such suit, proceeding, arbitration or inquiry or corporate or Unit Holder action or otherwise howsoever and (save as herein otherwise provided), all such losses, claims, damages and other liabilities shall be borne by the Trust.
- 5.B.14. Neither the Trustee or the Custodian (if Trustee has appointed another person as Custodian) nor the Management Company or any of their Connected Persons shall sell or purchase or deal in the sale of any Investment or enter into any other transaction with the Trust save in the capacity of an intermediary.
- 5.B.15. Subject to the Rules, any transaction between the Trust and the Management Company or any of their respective Connected Persons as principal shall only be made with the prior written consent of the Trustee.
- 5.B.16. The Trustee shall not be under any liability except such liability as may be expressly assumed by it under the Rules and this Trust Deed nor shall the Trustee be liable for any act or omission of the Management Company or for anything except its own negligence or willful breach of duty hereunder. If for any reason it becomes impossible or impracticable to carry out the provisions of this Trust Deed the Trustee shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted, to be done in good faith hereunder.
- 5.B.17. The Trustee shall provide the Management Company with regular reports indicating dividends, other forms of income or inflows, and any rights or warrants relating to the Investments that are due to be received.

5.C. Bank Accounts

- 5.C.1. The Trustee shall open Bank Account(s) for the Trust, at such Bank branch (es) as may be required from time to time by the Management Company.
- 5.C.2. The Trustee shall open Bank Account(s) for the Trust titled “**CDC-Trustee IGI INCOME FUND**” at various branches of such Bank(s) (including outside Pakistan, subject to applicable regulations and after obtaining all necessary approvals from the relevant regulatory authority in Pakistan) as required by the Management Company. These Bank Account(s) shall facilitate Investments on account of the Trust and the receipt, tracking and reconciliation of income or other receipts relating to the Investments. Such accounts shall also be used as collection and redemption accounts, and for other Trust related transactions. There shall be instructions for all such collection and redemption accounts to promptly transfer the funds collected therein to the main Bank Account and/or transfer the funds to the relevant bank accounts of the Unit Holder for redemption purposes.
- 5.C.3. The Management Company may also require the Trustee to open a separate Bank Account for dividend distribution out of the Trust. Notwithstanding anything in this Trust Deed, the beneficial ownership of the balances in the Accounts shall vest in the Unit Holder(s).
- 5.C.4. All bank charges for opening and maintaining Bank Account(s) for the Trust shall be charged to the Trust.
- 5.C.5. All interest, income, profit etc earned in the Distribution Account(s), including those accruing on unclaimed dividends, shall form part of the Trust Property for the benefit of the Unit Holder(s) and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Trust.
- 5.C.6. The amounts received from the Core Investors (seed capital) (as per Clause 23 below) shall be deposited in a separate Bank Account titled “**CDC Trustee – IGI INCOME FUND**” and transferred to the main Bank Account of the Trust upon the close of the Initial Period. The Management Company shall issue additional Units to the Core Investors and Pre-IPO Investors at the Initial Price for an amount equivalent to the income etc earned on their investments up to the close of the Initial Period.
- 5.C.7. The Management Company may also require the Trustee to open separate Bank Account(s) for temporary parking of redemption amounts that the Unit Holder(s) wish to reinvest at a later stage.

6. Investment of the Trust Property and Investment and Borrowing Restrictions

6.1. Investment of the Trust Property

- 6.1.1. During and prior to the commencement of the Initial Period the Trustee shall hold the Trust Property on deposit in a separate account(s) with a scheduled Bank(s) or financial institution having at least an investment grade rating (assigned by any credit rating agency licensed by the Commission) and approved by the Management Company. After the Initial Period all Trust Property, except in so far as such cash may in the opinion of the Management Company be required for transfer to the Distribution Account, shall be invested by the Trustee upon instruction by the Management Company and in accordance with the investment policy as stated in the Offering Document.
- 6.1.2. Any Investment may at any time be realized at the discretion of the Management Company either in order to invest the proceeds of sale in other Investment or to provide cash required for the purpose of any provision of this Trust Deed or in order to retain the proceeds of sale in cash or on deposit as aforesaid or partly one and partly another. Any investment which ceases to be an Investment shall be realized and the net proceeds of

realization shall be applied in accordance with this Clause; provided that the Trust may postpone the realization of such Investment for such period as the Management Company and the Trustee may determine to be in the interest of the Holders.

6.1.3. The purchase or sale of any Investment in listed securities for the account of the Trust shall be made on the Stock Exchange, through a Broker who must be a member of the Stock Exchange, unless the Management Company is satisfied that it is possible and permissible under the rules and regulations to make such purchase or sale more advantageously in some other manner.

6.1.4. The Broker(s) will be appointed by the Management Company, from time to time, under intimation to trustee. The Management Company shall not employ as a Broker, directly or indirectly, any director, officer or employee of the Management Company or member of the family of such person and enter into transactions with any Broker, that is a Connected Person which shall equal or exceed 10% of the transactions of the Scheme in any one Accounting Year of that Scheme, provided that the Commission may, in each case on merits, permit the 10% limit to be exceeded if such Broker which is a Connected Person offers advantages to the Scheme not available elsewhere;

Explanation: For the purposes of this Section the term “family” includes spouse, lineal ascendants and descendants and brothers and sisters.

6.2. Investment Restrictions

6.2.1. The Trust Property shall be subject to such exposure limits as are provided in the Rules (subject to any exemptions that may be specifically given to the Trust by the Commission): Provided that it will not be necessary for the Trustee to sell any Investment merely because owing to appreciation or depreciation of any Investment or disposal of any Investments such limit shall be exceeded. The Management Company will have three (3) months to comply with the exposure limits in case such limits are exceeded.

6.2.2. The Scheme shall not invest more than twenty five (25) percent of its net asset value in securities of any one sector as per classification of the pertinent stock exchange(s).

6.2.3. The purchase or acquisition of units in other open end unit trusts shall not exceed in the aggregate ten (10) percent of the Net Assets Value immediately after such Investment has been made.

6.2.4. The Trust Property shall not be invested in any security of a company if any director or officer of the Management Company or any of their Connected Persons own more than five (5) per cent of the total nominal amount of the securities issued or collectively the directors and officers of the Management Company or any of their Connected Persons own more than ten (10) per cent of those securities.

6.2.5. The Trust shall not purchase from or sell any security to the Management Company or the Trustee or to any director, officer or employee of the Management Company or Trustee or to any person who beneficially owns ten (10) per cent or more of the equity of the Management Company or the Trustee, save in the case of such party acting as a intermediary.

6.2.6. The Trust shall not at any time:

6.2.6.1. Purchase or sell:

- Bearer securities
- Securities on margin
- Securities which result in assumption of unlimited liability (actual or contingent)
- Anything other than Authorized Investments as defined in this Trust Deed

- Commodities and Commodities Contract
- Real estate

- 6.2.6.2. Participate in a joint account with others in any transaction;
- 6.2.6.3. Make short sales of any security or maintain a short position in securities.
- 6.2.7. Under no circumstances shall the Management Company buy or sell such options on behalf of the Scheme in excess of 10% of the Net Assets that result in an exposure beyond the number of underlying securities held in the portfolio of the Scheme. The Management Company may, however, buy call options or put options, on one or more items (financial or otherwise) that in its opinion would act as a hedge/defensive proxy for the overall market risk
- 6.2.8. Investment of the Scheme in any company shall not, at any time, exceed an amount equal to 10% of the total Net Asset Value of the Scheme at the time of investment or 10% of the issued capital of the investee company whichever is lower.

6.3. Exception to Investment Restrictions

In the event the weightages of securities exceed the limits laid down in the Offering Document or the Rules as a result of the relative movement in the market prices of the Investments or through any disinvestments, the Management Company shall bring the exposure within the prescribed limits within three (3) months of the event. The Management Company shall not invest further in such securities while the deviation exists. However, this restriction on further investment shall not apply to any offer of right shares and bonus shares

6.4. Borrowing and borrowing restrictions

- 6.4.1. Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Trustee may, subject to written approval of the Management Company, make varying arrangements with Banks or other financial institutions for borrowing by the Trustee for the account(s) of the Trust provided that borrowing shall not be resorted to, except for meeting redemption request.
- 6.4.2. The charges payable to any bank or financial institution against borrowings on account of the Trust as permissible under Clause 6.4.1 above shall not be higher than the normal prevailing bank charges or normal market rates.
- 6.4.3. The maximum borrowing for the account of the Trust shall not exceed fifteen (15) per cent of the total Net Assets of the Trust or such other limit as may be provided in the Rules and shall be repayable within a period of ninety (90) days. If subsequent to such borrowing, the Net Assets are reduced as a result of depreciation in the market value of the Trust Property or redemption of Units, the Management Company shall not be under any obligation to reduce such borrowing.
- 6.4.4. Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing such borrowings from banks and financial institutions. The Trustee or the Management Company shall not in any manner be liable in their personal capacities for repayment of such loans or advances.
- 6.4.5. For the purposes of securing any such borrowing the Trustee may with the approval of the Management Company mortgage, charge or pledge in any manner all or any part of the Trust Property provided that the aggregate amount secured by such mortgage, charge or pledge shall not exceed the limits provided under the Rules and/or any law for the time being in force.
- 6.4.6. Neither the Trustee nor the Management Company shall incur any liability by reason of any loss to the Trust or any loss that a Unit Holder(s) may suffer by reason of any

depletion in the Net Asset Value that may result from any borrowing arrangement made hereunder in good faith.

7. Valuation of Property and Pricing

7.1. Valuation of Property

The method of determining the value of the assets and liabilities of the Trust Property and the Net Asset Value shall be in compliance with the Rules and is stated herein below:

- (a) a security listed on a Stock Exchange shall be valued at its last sale price on such exchange on the date on which it is valued or if such exchange is not open on such date, then at its last sale price on the next preceding date on which such exchange was open and if no sale is reported for such date the security shall be valued at an amount neither higher than the closing asked price nor lower than the closing bid price;
- (b) an investment purchased and awaiting payment against delivery shall be included for valuation purposes as a security held and the cash account of the Scheme shall be adjusted to reflect the purchase price including brokers' commission and other expenses incurred in the purchase thereof but not disbursed as of the valuation date;
- (c) an investment sold but not delivered pending receipt of proceeds shall be valued at the sale price;
- (d) the value of any dividends, bonus shares or rights which may have been declared on securities in the portfolio but not received by the collective investment Scheme as of the close of business on the valuation date shall be included as assets of the collective investment Scheme if the security upon which such dividends, bonuses or rights were declared is included in the assets and is valued ex-dividend, ex-bonus or ex-rights as the case may be;
- (e) mark-up accrued on any mark-up-bearing security in the portfolio shall be included as an asset of the collective investment Scheme if such accrued mark-up is not otherwise included in the valuation of the security;
- (f) any other income accrued upto the date on which computation was made shall also be included in the assets;
- (g) all liabilities, expenses, taxes and other charges & duties due or accrued up to the date of computation which are chargeable under the Rules, shall be deducted from the value of the assets; and
- (h) the remuneration and fees accrued upto the date of computation payable to the Management Company, Trustee, Commission, Auditors of the fund and MUFAP shall be included as an expense;
- (i) a security not listed or quoted on a Stock Exchange, except Government Securities, shall be valued at investment price or its break up value as per last audited accounts, whichever is lower;

7.2. Determination of Offer Price

7.2.1. During the Initial Offer, the Units will be offered at the Initial Price. The offer and issuance of Units during the Public Offering shall be conducted during the period specified in the Offering Document. After the Initial Period, the Offer Price shall be calculated and announced by the Management Company on Subscription Days only and in accordance with the Rules.

7.2.2. The Offer Price shall be equal to the sum of:

- i. the Net Asset Value as of the close of Business Day;
- ii. any Front-end Load;
- iii. such amount as the Management Company may consider being an appropriate provision for Duties and Charges,
- iv. such amount as the Management Company may consider an appropriate provision for Transaction Costs;

Such sum shall be adjusted upwards to the nearest Paisa.

- 7.2.3. The Offer Price shall be calculated on each Subscription Day.
- 7.2.4. The Offer Price so determined shall apply to purchase requests, complete in all respects made and received by the authorized personnel of the Authorized Transaction Location (ATL) or Management Company during the business hours (as announced by the Management Company from time to time) on any Business Day. Provided that if a Business Day is not a Subscription Day the Offer Price calculated on the next Subscription Day shall apply to the purchase request.
- 7.2.5. The Management Company shall make arrangements, from time to time, for receiving purchase request from outside Pakistan and shall disclose these arrangements through its website and its Distributors and agents outside Pakistan. In general, the Offer Price applicable to purchase requests received from outside Pakistan shall be the Offer Price applicable on the date the Trustee receives the payments from international investors provided it is a Subscription Day otherwise the Offer Price of the next Subscription Day shall apply.
- 7.2.6. The Management Company may announce different classes of Units with differing levels of Front-end load, which may also vary according to other criteria as specified by the Management Company in the Offering Document(s). Consequently, the Offer Price may differ for Units issued for different investors.
- 7.2.7. In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 7.2.2(c) above is insufficient to pay in full such Duties and Charges, the Management Company shall be liable for the payment in full of the amount of such Duties and Charges in excess of such provisions (including where such excess arises from any Duties and Charges levied with retroactive effect after the date of payment).
- 7.2.8. In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 7.2.2 (c) exceeds the relevant amount of Duties and Charges, the Registrar shall issue additional Units or fractions thereof to the Unit Holder(s) based on the price applicable to the Units issued against the relevant application.
- 7.2.9. The Offer Price determined by the Management Company shall be made available to the public at the office, website and branches of the Management Company and at the discretion of the Management Company may also be published in at least two daily newspaper widely circulated in Pakistan.

7.3. Issue of Units

- 7.3.1. The Management Company shall be responsible for obtaining all requisite consents and approvals for the offer and issue of Units and for the issue, compilation and publication or circulation of the Offering Document.
- 7.3.2. Except as provided herein the Units shall be offered at an ATL on Subscription Days only.
- 7.3.3. Application for issuance of Units shall be made by an investor by completing the

prescribed application form and submitting it with the payment by cheque or bank draft, pay order, credit card etc. in favour of the Trustee and crossed "Account Payee Only" at an ATL. The application for issuance of the Units and the specimen signature of each investor shall be supplied to the Transfer Agent, if so required by the Management Company and a copy may be retained by the relevant ATL. The authorized personnel of the ATL shall verify the particulars given in the application for issuance of Units and the documents submitted therewith and ensure that the signature of any investor or joint investor to any document required to be signed by him under or in connection with the application for issue of Units is verified by any responsible person or otherwise authenticated to its or their reasonable satisfaction.

- 7.3.4. Units shall be issued based on the Offer Price announced by the Management Company of the day on which the investor submits a complete and correctly filled application form to the ATL within the subscription hours (as announced by the Management Company via the company website from time to time) on a Subscription Day. If the application submitted by the investor is incomplete in any aspect, the investor shall have a maximum of fifteen (15) calendar days to ensure submission of all required documents and overall completion of the application. An investor shall be provided a confirmation statement within seven (7) Business Days after the Offer Price paid by the investor for Units has been credited to the Bank Account(s) of the Trust and the application has been completed in all aspects and the Transfer Agent is in comfort with such. Till such time as the Offer Price has not been actually realized in the Bank Account(s) of the Trust, the investor shall not be a Holder of the Unit(s).
- 7.3.5. In the event payment by an investor is by cheque(s) and the cheque(s) is returned unpaid, the application for subscription by the investor shall be treated as void and the Units issued shall be cancelled and the investor shall be informed accordingly. The investor may submit a fresh application in accordance with the terms hereof.
- 7.3.6. Each investor shall be liable to pay the Offer Price of the Units subscribed by him together with a sum sufficient in the opinion of the Management Company to cover any Duties and Charges, levies etc payable in connection with the purchase of such Units and no further liability shall be imposed on him in respect of any Units held by him.
- 7.3.7. The Units shall be issued in fractions upto four decimal points, only against receipt of full payment.
- 7.3.8. The Management Company may impose processing charges for issuance of Units in such manner as it shall think fit.

7.4. Determination Of Redemption Price

- 7.4.1. During the Initial Offer, the Units shall not be redeemed.
- 7.4.2. After the Initial Period, the Redemption Price shall be equal to the Net Asset Value as of the close of the Business Day less:
- (a) any Back-end Load; and
 - (b) such amount as the Management Company may consider an appropriate provision for Duties and Charges; and
 - (c) such amount as the Management Company may consider an appropriate provision for Transaction Costs;

Such amount to be adjusted downwards to the nearest Paisa.

- 7.4.3. The Redemption Price shall be calculated on each Subscription Day.
- 7.4.4. The Redemption Price so determined shall apply to redemption requests, complete in all respects made and received by the authorized personnel of the Authorized Transaction Location (ATL) and/or the Management Company during the subscription hours (as

announced by the Management Company from time to time) on that Business Day. Provided that if the Business Day is not a Subscription Day the Redemption Price calculated on the next Subscription Day shall apply. The Management Company shall make arrangements, from time to time, for receiving redemption request from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.

- 7.4.5. The Management Company may announce different classes of Units with differing levels of Back-end Load, which may also vary according to other criteria as specified by the Management Company in the Offering Document(s). Consequently, the Redemption Price may differ for Units issued for different investors.
- 7.4.6. In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 7.4.2(b) above is insufficient to pay in full such Duties and Charges, the Management Company shall be liable for the payment in full of the amount of such Duties and Charges in excess of such provisions (including where such excess arises from any Duties and Charges levied with retroactive effect after the date of payment).
- 7.4.7. In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 7.3.2(b) above exceeds the relevant amount of Duties and Charges, the Trustee shall refund such excess amount to the relevant Holders with the next income distribution or if instructed by the Management Company, at any time earlier.
- 7.4.8. The Redemption Price determined by the Management Company shall be made available to the public at the office, website and branches of the Management Company and shall at the discretion of the Management Company, may also be published in at least one daily newspaper widely circulated in Pakistan.
- 7.4.9. In the event the Units are redeemed by any major Unit Holder in such period of time that the Management Company believes, may adversely affect the interest of other Unit Holder(s), it may charge Contingent Load on such redemption.

7.5. Redemption Of Units

- 7.5.1. The Trustee shall at any time during the life of the Trust on the instruction of the Management Company authorize redemption of Units out of the Trust Property through ATLS.
- 7.5.2. Application for redemption of Units shall be made by completing the prescribed application form for redemption and submitting it at an ATL. Application for redemption shall be retained by authorized personnel of the ATL and a copy may be supplied to the Transfer Agent, if so required by the Management Company. The Management Company may make arrangements to accept redemption requests through electronic means such as online, ATMs or other means of electronic, telephonic or mobile communications. Investors shall be entitled to redeem part of their Units; however in case where a Certificate is issued the Holder is required to comply with the provisions contained in Clause 25. The application for redemption of Units shall be accompanied by the relevant Certificate, if issued, duly endorsed on the reverse. In case of applications for redemption by joint Holders, any holder may sign the redemption form if he is so authorized by all joint Holders.
- 7.5.3. The Trustee may at its option dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by the Unit Holder(s) with the like requirements to those arising in the case of any application by him for the replacement thereof.
- 7.5.4. The price at which Units shall be redeemed shall be the Redemption Price announced by the Management Company. The Redemption Price shall be announced by the Management Company on each Subscription Day, as may be decided by the Management Company and as specified by the Rules. Unit(s) shall be redeemed based on the

Redemption Price announced by the Management Company of the day on which the investor submits a complete and correctly filled application form to the ATL within the subscription hours (as announced by the Management Company via the company website from time to time) on a Subscription Day. If the application submitted by the investor is incomplete in any aspect, or if the Rupee amount/number of Unit(s) stated in the redemption request is in excess of the investor's account value then the redemption request shall be rejected and the Unit Holder(s) shall be notified of the same.

- 7.5.5. The amount payable on redemption shall be paid to the Holder or in the case of joint Holders, the first named joint Holder by crossed cheque or direct transfer to his designated bank account or any other mode, after receipt of a properly documented request for redemption of the Units in terms of this Trust Deed, provided that redemption is not suspended in terms of this Trust Deed.
- 7.5.6. Authorized personnel of the ATL shall verify the particulars given in the application for redemption of Units and documents submitted therewith. The signature of any Holder or joint Holder to any document required to be signed by him under or in connection with the application for redemption of Units may be verified by authorized personnel and authenticated to their reasonable satisfaction.
- 7.5.7. Application for redemption will be received at ATLs on Business Days only. Payments of Units so redeemed shall be made within six (6) Business Days of the date of receipt of such application; provided that in the event redemption requests on any day exceed ten (10) percent of the Units in issue, the Management Company may invoke a queue system as stated in sub-clause 8.4.
- 7.5.8. The sale, redemption and transfer of Units and any other dealings in the Units may be carried out On-line and via other means as may be approved by the Commission, with the consent of the Trustee (which consent shall not be unreasonably withheld or delayed), to the extent permitted by and in accordance with applicable law.
- 7.5.9. In all cases the amount payable on Redemption shall be considered paid by the Trustee if either:
- a. The amount of Redemption has been transferred to the designated Bank account provided by the Unit Holder at the time of submission of account opening form/change request form.
 - b. The payment instrument has been delivered and duly acknowledged by the Unit Holder or his representative (as per Unit Holder authorization in the redemption form). If several persons are registered as joint Holders any one of them may give effectual receipt for such payment.
 - c. For payments received via any other mode of redemption, as maybe introduced by the Management Company in consultation with the Trustee, shall be deemed discharged as per the guidelines published and made available to the Unit Holder by the Management Company from time to time.

7.6. Issue and Redemption of Units outside Pakistan

The Offer and Redemption Price shall be in rupee terms and the Scheme shall not carry any exchange risk. The investor shall invest at the exchange rate prevailing at that time and payments shall be made in rupees and investor shall be responsible for converting it into dollars or any other foreign currency.

8. Dealing, suspension and deferral of dealing

8.1. Temporary change in the method of dealing

Under the circumstances mentioned in the Offering Document, the Management Company may request the Trustee to approve a temporary change in the method of

dealing in Units. Such approval shall not be unreasonably withheld. The Management Company may, at any stage, suspend the dealing of Units and for such periods it may so decide.

8.2. Suspension of redemption of Units

- 8.2.1. The redemption of Units may be suspended during extraordinary circumstances including closure of one or more Stock Exchanges on which any of the securities invested in by the Trust are listed, the existence of a state of affairs, which in the opinion of the Management Company, constitutes an emergency as a result of which disposal of any Investment would not be reasonably practicable or might seriously prejudice the interest of the Scheme or of the Unit Holder(s), or a break down in the means of communication normally employed in determining the price of any Investment, or when remittance of money can not be carried out in reasonable time and if the Management Company is of the view that it would be detrimental to the remaining Unit Holder(s) to redeem Units at a price so determined in accordance with the Net Asset Value (NAV). The Management Company may announce a suspension or deferral of redemption and such a measure shall be taken to protect the interest of the Unit Holder(s) in the event of extraordinary circumstances or in the event redemption requests accumulate in excess of ten percent of the Units in issue or 10% of Net Assets. In the event of a large number of redemption requests accumulating, the requests may be processed in a queue system and under extreme circumstances the Management Company may decide to wind up the Trust. Details of the procedure are given in Clause 8.5 herein below.

In the event of extra-ordinary circumstances, the Management Company may suspend or defer redemption of Units. The circumstances under which the Management Company may suspend redemption shall be the event of war (declared or otherwise), natural disasters, a major break down in law and order, breakdown of the communication system, closure of the capital markets and /or the banking system or strikes or other events that render the Management Company or the ATLS unable to function.

- 8.2.2. Such suspension or queue system shall end on the day following the first Business Day on which the conditions giving rise to the suspension or queue system shall in the opinion of the Management Company have ceased to exist and no other condition under which suspension or queue system is authorized under the Trust Deed exists. In case of suspension and invoking of a queue system and end of suspension and queue system the Management Company shall immediately notify the Commission and publish the same in newspapers in which the Trust's prices are normally published.

8.3. Suspension of fresh issue of Units

The Management Company may at any time, subject to the Rules, as may be modified from time to time, suspend issuance of fresh Units. Such suspension may however not affect existing subscribers for the issue of bonus Units as a result of profit distribution or the option to receive dividends in the form of additional Units. The Management Company shall announce the details of exemptions at the time a suspension of fresh issue is announced. The Management Company shall immediately notify the Commission if fresh issuance of Units is suspended and shall also have the same published, immediately following such decision, in any one newspaper in which the Trust's prices are normally published.

8.4. Queue System

In the event redemption requests on any day exceed ten percent of either the number of Units outstanding or the rupee redemption value of the Units in issue, the Management Company may invoke a queue system whereby requests for redemption shall be processed on a first come first served basis for upto ten (10) per cent of the Units in issue. The Management Company shall proceed to sell adequate assets of the Trust and/ or arrange borrowing as it deems fit in the best interest of the Unit Holder(s) and shall determine the redemption price to be applied to the redemption requests based on such action. Where it is not practical to determine the chronological ranking of any requests in

comparison to others received on the same Business Day, such requests shall be processed on a proportional basis proportionate to the size of the requests. The requests in excess of the ten (10) per cent shall be treated as redemption requests qualifying for being processed on the next Business Day at the price to be determined for such redemption requests. However, if the carried over requests and the fresh requests received on the next Business Day still exceed ten (10) percent of the Units in issue or ten (10) per cent of the NAV of the Trust, these shall once again be treated on first-come-first served basis and the process for generating liquidity and determining the Redemption Price shall be repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below ten percent of the Units then in issue.

8.5. Winding up in view of major redemptions

In the event the Management Company is of the view that the quantum of redemption requests that have built up shall result in the Trust Property being run down to an unmanageable level or is of the view that the sell-off of assets is likely to result in a significant loss in the value for the Holders who are not redeeming, it may announce winding up of the Trust. In such an event, the queue system, if already invoked, shall cease to apply and all Holders shall be paid after selling the assets and determining the final Redemption Price. The interim distributions of the proceeds may be made if the Management Company finds it feasible.

9. Fees and Charges

9.1. Remuneration of the Management Company and Its Agents

- 9.1.1. The Management Company shall be entitled to receive remuneration as permitted under the Rules; it being further understood and agreed that the Management Company shall fix the rate of remuneration for the duration of each quarter of an Accounting Period and shall intimate any change in the rate to the Trustee. The Management Company shall publish the rate of remuneration on its website.
- 9.1.2. The remuneration shall begin to accrue from the close of the Initial Offer period. In respect of any period other than an Accounting Period such remuneration shall be prorated on the basis of the actual number of days for which such remuneration has accrued in proportion to the total number of days accrued in the Accounting Period concerned.
- 9.1.3. The Management Company shall be entitled to draw advance remuneration on a monthly basis from the Trust Property out of its accrued remuneration.
- 9.1.4. In consideration of the foregoing and save as aforesaid the Management Company shall be responsible for the payment of all expenses incurred by the Management Company from time to time in connection with its responsibilities as Management Company of the Trust. The Management Company shall not make any charge against the Unit Holder(s) or against the Trust Property or against the Distribution Account for its services or for its expenses, except such expenses as are expressly authorized under the provisions of the Rules and this Trust Deed to be payable out of Trust Property.
- 9.1.5. The Management Company shall bear all expenditures in respect of its secretarial and office space and professional management, including all accounting and administrative services provided in accordance with the provisions of this Trust Deed.
- 9.1.6. The Management Company shall however not make any further material charge against the Unit Holder(s) nor against the Trust Property nor against the Distribution Account for its services nor for expenses, except such expenses or fees as are expressly authorized under the provisions of the Rules and the Trust Deed to be payable out of Trust Property.
- 9.1.7. The Distribution Company or Sub-Distribution Company or any Investment Facilitator/Investment Advisor/Sales Agents employed by the Management Company will be entitled to a remuneration payable by the Management Company in terms to be

agreed between the Management Company and the Distribution Company/Advisor/Facilitator/Sales Agent / Sub-Distribution Company.

- 9.1.8. The Management Company may announce different Units with reduced levels of management fee, and shall prescribe the way of compensating such classes of Units through the Offering Document or supplementary Offering Document.

9.2. Remuneration of Trustee and Its Agents

- 9.2.1. The Trustee shall be entitled to a monthly remuneration out of the Trust Property determined in accordance with **Annexure “C”**. The remuneration shall begin to accrue following the expiry of the Initial Period. For any period other than a full calendar month such remuneration will be prorated on the basis of the actual number of days for which such remuneration has accrued in proportion to the total number of days in the calendar month concerned.
- 9.2.2. Such remuneration shall be paid to the Trustee in arrears within thirty (30) Business Days after the end of each calendar month.
- 9.2.3. In consideration of the foregoing and save as aforesaid and the Trustee shall be responsible for the payment of all expenses incurred by the Trustee from time to time in connection with their duties as Trustee of the Trust. The Trustee shall not make any charge against the Holders or against the Trust Property or against any Bank Account(s) opened on the instruction of the Management Company and maintained by the Trustee for their services or for their expenses, except such expenses as are expressly authorized to be paid out of the Trust Property under the provisions of the Rules, the Trust Deed and Offering Document.
- 9.2.4. The Trustee shall bear all expenditures in respect of their secretarial and office space and professional management, including all accounting and administrative services provided in accordance with the provisions of this Trust Deed.
- 9.2.5. Any increase in the remuneration of the Trustee agreed to by the Management Company shall require the approval of the Commission.
- 9.2.6. The Trustee shall however not make any further material charge against the Unit Holder(s) nor against the Trust Property nor against the Distribution Account for its services nor for expenses, except such expenses or fees as are expressly authorized under the provisions of the Rules and the Trust Deed to be payable out of Trust Property.

9.3. Formation Costs to be amortized against Property of the Scheme

- 9.3.1. Formation Costs shall be charged to the Fund which are estimated at and shall not exceed one (1) percent of the Core Investor’s investment.
- 9.3.2. Formation Cost shall be amortized over a period not exceeding five (5) years.

9.4. Other costs and expenses to be charged to and borne by the Trust

- (a) Brokerage and Transaction Costs related to investing and disinvesting of the Trust Property.
- (b) Legal and related costs incurred in protecting or enhancing the interests of the Trust or the collective interest of the Unit Holder(s).
- (c) Bank charges and borrowing/financial costs; provided that the charges payable to any bank or financial institution against borrowings on account of the Trust as

permissible under Clause 6.4 above, shall not be higher than the normal prevailing bank charges or normal market rates.

- (d) Auditors' fees and expenses.
- (e) Listing fee payable to the Stock Exchange(s) on which Units may be listed.
- (f) Annual fee payable to the Commission as per the Rules.
- (g) Taxes, if any, applicable to the Trust and its income and/or its properties.
- (h) Rating fees and other expenses directly related to or arising out of the activities of the Trust.
- (i) Charges and levies of stock exchanges, national clearing and settlement company, Commission charges, central depository charges, capital value tax, Scheme's dividend/redemption of units transfer charges as payable to bank at time of transfer of funds to Unit Holder and such other levies and charges.
- (j) Marketing expenses specifically related to the Trust.
- (k) Any other expenses specifically related to the activities of the Scheme with prior approval of the Trustee and under intimation to the Commission.

Such expenses shall be paid to the Management Company at actual within thirty (30) calendar days of the incurring of such expense.

10. Transactions with Connected Persons

- 10.1. The Trust Property shall not be invested in any security of a company if any director or officer of the Management Company individually owns more than five (5) per cent of the total nominal amount of the securities issued or collectively the directors and officers of the Management Company in their individual capacities own more than ten (10) per cent of those securities.
- 10.2. The Fund shall not purchase from or sell any security to the Management Company or the Trustee or to any director, officer or employee of the Management Company or Trustee or to any person who beneficially owns ten (10) per cent or more of the equity of the Management Company or the Trustee, or the major shareholders of the Trustee Company, save in the case of such party acting as an intermediary.
- 10.3. For the purpose of sub-paragraphs (10.1) and (10.2) above the term director, officer and employee shall include spouse, lineal ascendants and descendants, brothers and sisters.
- 10.4. Cash forming part of the property of the Trust may be placed as deposits with the Trustee or an institution licensed to accept deposits;
- 10.5. Money can be borrowed from the Trustee or any other Institution provided that the charges are not higher than the normal bank charges.
- 10.6. All transactions carried out by or on behalf of the Trust shall be made as provided in the Constitutive Documents and shall be disclosed in the Trust's annual accounts.

Subject to the Rules, any transaction between the Trust and the Management Company or any of their respective connected persons as principal shall only be made with the prior written consent of the Trustee.

11. Distribution Policy, Determination of Distributable Income and Date of Distribution.

11.1. Determination of Distributable Profits

11.1.1. The Management Company shall decide as soon as possible but not later than forty five (45) days after the Accounting Date whether to distribute among Holders, profits (if any) available for the distribution at the end of the Accounting Date and shall advise the Trustee accordingly. Such profits may be distributed in cash, bonus units, or a combination of both as the Management Company may determine.

11.1.2. The profit (if any) available for distribution in respect of any Distribution Period shall be determined by the Management Company but shall not exceed the portion of Net Assets on the Distribution Date that is attributable to the sum total of:

- (a) the total income earned on the Trust Property during such Distribution Period including all amounts received in respect of dividend, mark up, profit, interest, fee and any other income;
- (b) net realized appreciation as set out in sub-clause 11.1.3 below;

from which shall be deducted expenses as set out in Clause 11.1. 4 below, adjustment as set out in sub-clause 11.1.5 below and such other deductions and adjustments as the Management Company may determine in consultation with the Auditor.

11.1.3. The proceeds of sale of rights and all other receipts deemed by the Management Company to be in the nature of capital accruing from Investments shall not be regarded as available for determining distributable income in terms of this Clause but shall be retained as part of the Trust Property, provided that such amounts out of the sale proceeds of the Investments and all other receipts as deemed by the Management Company after consulting the Auditor to be in the nature of the net realized appreciation may be included in determining distributable income to the Holders by the Trustee and shall not form part of the Trust Property.

11.1.4. The amount qualifying for purposes of determining distributable income in respect of the Distribution Period shall be ascertained by deducting expenses as are admissible under the Rules, directives of the Commission and this Trust Deed.

11.1.5. The amount qualifying for purposes of determining distributable income in respect of the relevant period shall be ascertained by deducting expenses as are admissible under the Rules and this Trust Deed including :

- a) Remuneration of the Management Company for the relevant period;
- b) Remuneration of the Trustee for the relevant period;
- c) Brokerage and transaction costs related to investing and disinvesting of the Fund Property;
- d) Legal and related costs incurred in protecting or enhancing the interests of the Fund or the collective interest of the Unit Holders;
- e) Bank charges and borrowing/financial costs;
- f) Audit Fees and charges;
- g) Marketing expenses specifically related to the Fund;
- h) Formation Costs amortized over a period not exceeding five years;
- i) Taxes applicable to the Fund on its income, turnover, assets or otherwise;
- j) Annual fee payable to the SECP; and
- k) All expenses incurred by the Trustee in effecting the registration of all registerable fund property in the name of the Scheme;
- l) Any other expenses incurred in relation to management of the Fund property subject to NBFC Rules.
- m) Any other costs as mentioned in Clause 9.4 above.
- n) Adjustment if considered necessary by the Management Company to reflect the diminution in Fund Property including deterioration in exchange rate applicable to international investments.

- 11.1.6. The amount qualifying for purposes of determining distributable income in respect of the Distribution Period shall be adjusted as under:
- (a) deduction of a sum by way of adjustment to allow for effect of purchase of shares or any of the Investment / dividend, interest, profit or mark-up;
 - (b) addition of a sum representing amounts included in the price of Units for income accrued prior to the date of issue and deduction of a sum representing all participation in income distributed upon Redemption of Units upon a reduction of the Trust during the Distribution Period;
 - (c) adjustment considered necessary by the Management Company to reflect the diminution in value of Trust Property.
- 11.1.7. Out of the amount determined for the purpose of distributable income in respect of each Holder withholding tax, zakat or other statutory levies, as may be applicable to the relevant Holder shall be deducted before computing the distributable income for the relevant Holder.
- 11.1.8. The Management Company may decide to distribute in the interest of the Holders, wholly or in part the distributable profits in the form of bonus Units of the Trust. The bonus Units would rank *pari passu* as to their rights in the Net Assets, earnings, and receipt of dividend and distribution with the existing Units from the date of issue of these bonus Units.

11.2. Distribution of Profits

- 11.2.1. On each Distribution Date, the Management Company shall instruct the Trustee to transfer such amount of cash as required to reflect such distribution to the Distribution Account. The amount standing to the credit of the Distribution Account shall not for any purposes of this Trust Deed be treated as part of the Trust Property but shall be held by the Trustee upon trust to distribute the same as herein provided.
- 11.2.2. After fixation of the rate of distribution per unit, distribution payments shall be made by cheque or warrant by the Trustee and sent through the registered post or reliable courier service to the registered address of such Holder, or in the case of joint Holders to the registered address of the joint Holder, first named on the Register. Every such cheque or warrant shall be made payable to the order of person to whom it is delivered or sent and payment of the cheque or warrant (if purporting to be duly endorsed or subscribed) shall be in satisfaction of the moneys payable. When an authority in that behalf shall have been received in such form as the Management Company shall consider sufficient, it shall transfer to the Holders' designated bank account or in case of joint Holder, to designated bank account of the joint Holder, first named in the Register. The receipt of funds by such designated bankers shall be a good discharge therefore.
- 11.2.3. The Management Company may offer the Holder the option at the time of the initial investment (as part of the account opening procedure for entry into the Register) to receive new units or fractions thereof under a reinvestment plan instead of dividend payment, as per the terms and condition and the procedure laid down in the Offering Document.
- 11.2.4. Before making any payment in respect of a Unit, the Trustee or the Management Company may make such adjustments as may be required by law in respect of any zakat, income or other taxes, charges or assessments whatsoever and issue to the Holder the certificate in respect of which deduction in the prescribed form or in a form approved or acquired by the concerned authorities.
- 11.2.5. Where Units are placed under pledge/lien the payment of dividend will be made in accordance with Clause 28 of this Trust Deed.

12. Annual Accounting Period

- 12.1. The annual Accounting Period shall commence on July 1st every year and shall end on June 30th of the ensuing calendar year.
- 12.2. Accounting Date shall be the 30th day of June in each year and any interim dates at which the financial statements of the Fund are drawn up. Provided, however, that the Management Company may, with the consent of the Trustee and after obtaining approval of the Commission and the Commissioner of Income Tax and complying with other applicable laws, change such date to any other date.

13. Base Currency

The base currency of the Scheme shall be Pakistani Rupee. The Management Company, Trustee or any Distributor are not obliged to transact the issuance or redemption of the Units in any other currency and shall not be held liable, save as may be specifically undertaken by the Management Company and this Deed, for receipt or payment in any other currency or for any obligations arising therefrom

14. Modification of the Trust Deed

- 14.1. The Trustee and the Management Company, acting together and with the approval of the Commission, shall be entitled by the supplemental deed(s) to modify, alter, or add to the provisions of the Deed on any of the following grounds:
- (a) To such extent as may be required to ensure compliance with any applicable laws and regulations or any amendments of such laws and regulations;
 - (b) To enable the provisions of the Trust Deed to be more conveniently and efficiently implemented;
 - (c) To enable the Units to be listed on a Stock exchange or any other Exchange; or
 - (d) Otherwise to the benefit of the Unit Holders.

Provided that in case of (2), (3) and (4) above, such alteration or addition shall not prejudice the interest of the Unit Holders; and that in any event, it shall not release the Trustee or the Management Company of their responsibilities.

- 14.2. Where this Trust Deed has been altered or supplemented the Management Company shall notify the Unit Holder(s) immediately at their respective registered addresses and the dispatch of such notices to the Unit Holders will be announced in two (2) daily newspapers having its primary circulation in Pakistan.
- 14.3. The Management Company may, from time to time, with the consent and comfort of the Trustee frame rules or regulations for conducting the business of the Trust or in respect of any other matter incidental thereto; provided such rules or regulations are consistent with the provisions of the Rules, the Trust Deed and Offering Document..
- 14.4. If the Commission modifies the Rules or allows any relaxations or exemptions, in respect thereof, these shall be deemed to have been included in this Trust Deed without requiring any modification as such.

15. Termination and Liquidation of the Scheme

- 15.1. The Management Company may terminate the Trust, if the Net Assets at any time fall below Rs. Fifty (50) million. The Management Company shall give at least three months notice to Unit Holder(s) and the Commission and shall disclose the grounds of its decision. The Management Company may announce winding up of the Trust without

notice in the event redemption requests build up to a level where the Management Company is of the view that the disposal of the Trust Property to meet such redemptions would jeopardize the interests of the remaining Unit Holder(s) and that it would be in the best interest of all the Unit Holder(s) that the Trust be wound up.

- 15.2. The Trust may also be terminated by the Commission on the grounds given in the Rules.
- 15.3. This Deed may be terminated in accordance with the conditions specified in the Rules if there is a material breach of the provisions of this Trust Deed.
- 15.4. Upon the Trust being terminated the Management Company shall suspend the issue and redemption of Units forthwith and proceed to sell all Investments then remaining in the hands of the Trustee as part of the Trust Property and shall repay any borrowing effected by the Trust together with any mark-up remaining unpaid.
- 15.5. The Trustee on the recommendation and comfort of the Management Company shall from time to time distribute to the Unit Holder(s) pro rata to the number of Units held by them respectively all net cash proceeds derived from the realization of the Trust Property after making payment as mentioned in Clause 15.5 above and retaining such sum as considered or apprehended by the Management Company for all costs, charges, expenses, claims and demands.

16. Trust Property

- 16.1. The aggregate proceeds of all Units issued from time to time after deducting Duties and Charges, and after deducting there from or providing there against any applicable Front-end Load, shall constitute part of the Trust Property. The proceeds shall be remitted to the Trustee in accordance with instructions given by the Management Company from time to time.
- 16.2. The Trust Property shall initially be constituted out of the proceeds of the Units issued to the Core Investors and other Units issued during the Initial Offer after deducting any applicable Duties and Charges there from.
- 16.3. The Trustee shall take the Trust Property into its custody or under its control either directly or through the Custodian and hold it in trust for the benefit of the Unit Holder(s) ranking *pari passu* inter se, according to the number of Units held by each Unit Holder and in accordance with the provisions of the Rules and this Trust Deed. The Trust Property shall always be kept as separate property and shall not be applied to any purpose unconnected with the Trust. All registerable Investments shall be registered in the name of the Trustee and shall remain so registered until disposed of pursuant to the provisions of this Trust Deed. All expenses incurred by the Trustee in effecting such registration shall be payable out of the Trust Property.
- 16.4. Save, as herein expressly provided, the Trust Property shall always be kept as separate property free from any mortgages, charges, liens or any other encumbrances whatsoever and the Trustee or the Custodian shall not, except for the purpose of the Scheme as directed by the Management Company, create or purport to create any mortgages, charges, liens or any other encumbrances whatsoever to secure any loan, guarantee, or any other obligation actual or contingent incurred, assumed or undertaken by the Trustee, the Custodian or any other person.
- 16.5. The Trustee shall have the sole responsibility for safekeeping and maintaining the Trust Property in its own name. In the event of any loss caused due to any negligence or willful act and/or omission, the Trustee shall have an obligation to replace the lost Investment forthwith with similar Investment of the same class and issue together with all rights and privileges pertaining thereto or compensate the Trust to the extent of any loss.
- 16.6. All cash forming part of the Trust Property shall be deposited by the Trustee in a separate bank account as directed by the Management Company to be opened in the name of the Trustee, as a nominee of the Trust, with a Bank or Financial Institution having minimum

investment grade rating by credit rating agency approved by Commission. Such Bank or Financial Institution shall be required to allow profit thereon in accordance with the rules prescribed by such Bank or the Financial Institution for sharing of profits or mark-up on deposits maintained in such account or under any other arrangement approved by the Management Company.

- 16.7. Remuneration of the Management Company; remuneration of the Trustee; brokerage and transaction costs related to investing and disinvesting of the Trust Property; legal and related costs incurred in protecting or enhancing the interests of the Trust or the collective interest of the Unit Holder(s), Bank charges and borrowing/financial costs, audit fees and expenses, rating fee payable to rating agency, Formation Cost, fee/charges payable to the Commission or any other regulatory bodies or Stock Exchanges or depository charges, or Trustee and taxes if any applicable to the Trust shall be payable out of the Trust Property.

17. Transactions relating to Unit Holder(s)

- 17.1. The Trustee shall provide the Management Company daily statements of all the Bank Accounts being operated by the Trustee for the Trust.
- 17.2. The Management Company shall advise the Trustee on a daily basis of the details of amounts to be paid to respective Unit Holder(s) against redemption requests, if any. Such payments shall be effected by the Trustee out of the accounts of the Trust by way of transfer of the appropriate amounts to the designated bank accounts of the Unit Holder(s) or through any other mode(s) of payment and such payment shall be subject to Rules.
- 17.3. The Management Company may make arrangements through branches of banks to facilitate issuance and redemption of Units of the Trust or may appoint Distributors and/or Sub-Distributors and/or Investment Facilitators for this purpose. A request for issue, conversion/exchange or redemption of Units may also be made through the use of electronic means such as Internet or ATM facilities or Credit Card facilities. A request for redemption of Units may also be made through the ATM facility only when the relevant Bank has been instructed by the Management Company to accept a Unit Holders' request to redeem the Units of the Trust. The Trustee shall agree to such arrangements after satisfying itself in respect of all appropriate safeguards having been taken, without incurring any liability for additional risks involved. The compensation for such services that are provided by the Trustee in this respect shall be mutually agreed between the Trustee and the Management Company.
- 17.4. The Management Company shall, from time to time, advise the Trustee of the dividend distribution for the Trust. The Trustee shall establish a separate Bank Account for dividend distribution and transfer the amount payable as cash dividend to such Account after deducting such Taxes and Zakat or other applicable charges as may be required under the law. The Transfer Agent shall dispatch dividend cheques/warrants/advice to the Unit Holder(s) by registered post at their respective addresses. Such dispatch shall constitute discharge of the Management Company and the Trustee in respect of such payment. The Trustee shall rely on the amount certified by the Auditors as the dividend payable in cash after adjusting for dividend being distributed in the form of Units of the Trust.
- 17.5. The Trustee shall pay to the Management Company's order such sums out of the sale proceeds of Unit(s) or the sums retained out of the redemption amounts as are representative of Front-end or Back-end Loads or charges or other recoveries that are specified in the Trust Deed and Offering Document., as being payable out of the Issue or Redemption Prices.
- 17.6. Without prejudice to the foregoing, and subject to any law for the time being in force, the Trustee shall endeavor to ensure and employ prudent practices to ensure that information pertaining to Trust Property, such as, but not restricted to, Investments made, list of Unit Holder(s) etc., is not compromised, dispersed or provided to any third party without express consent of the Management Company.

- 17.7. The Management Company may at some future time register the Units with a depository organization, such as the Central Depository Company of Pakistan. Any issue, redemption, transfer or transmittal of de-materialized Units registered with the depository will take place according to the rules and regulations of the depository organization and the Management Company may frame its own rule and regulations to deal with such situations.

18. Transactions relating to Investment Activity/Portfolio Management

- 18.1. The Management Company shall, from time to time, instruct advice the Trustee of the settlement instructions relating to any investment/dis-investment transactions entered into by it on behalf of the Trust. The Trustee shall carry out the settlements in accordance with the dictates of the specific transactions in accordance with Rules and this Trust Deed. The Management Company shall ensure the settlement instructions are given promptly after entering into the transaction so as to facilitate timely settlement and the Trustee, on its side, shall ensure that the settlement is handled in a timely manner in accordance with dictates of the transaction subject to the Rules and this Trust Deed.
- 18.2. The Trustee shall ensure that where applicable, payments against Investments are made against delivery and vice versa, unless specified otherwise.
- 18.3. The Trustee shall promptly forward to the Management Company any notices, reports or other documents issued by the issuers of securities, recipients of any of the funds of the Trust (as deposits, refunds, distribution of dividends, income, profits, repayment of capital or for any other reason), any depository, an intermediary or agent in any transaction or from any court, government, regulator, stock or other exchange or any other party having any connection with the transaction.
- 18.4. The Trustee shall also, if so required by the nature of such notices or documents mentioned in the foregoing clause, act, with the consent of the Management Company in a manner that is in the best interest of the Trust. Such action shall include legal action if called for and the Trustee shall be entitled to recover any legal costs reasonably incurred from the Trust.
- 18.5. The Management Company shall intimate the Trustee with regard to dividends, other forms of income or inflows, and any rights or warrants relating to the Investments that are due to be received. Further, the Trustee shall also report back to the Management Company any such amounts or warrants that are received on such accounts from time to time.
- 18.6. The Trustee shall provide proxies or other forms of powers of attorney to the order of the Management Company with regard to any voting rights attaching to any Investment.

19. Other matters relating to The Trust

19.1. Declaration of Net Asset Value based prices

The Management Company shall, on each Subscription Day determine and announce the Net Asset Value based prices. Under certain circumstances as provided in the Trust Deed, the Management Company may suspend the announcement of the prices.

19.2. Offer and Redemption of Units

The Transfer Agent shall process investment and redemption application(s) as well as conversion/switching and transfer applications in accordance with the relevant Offering Document. Based on the prices applicable to the relevant investment or redemption application(s), the Registrar shall determine the number of Units to be issued or redeemed or converted/exchanged. Under certain circumstances as provided in this Trust Deed, the Management Company may suspend the issue and/or redemption of Units.

20. Voting Rights on Trust Property

- 20.1. All rights of voting attached to any Trust Property shall be exercisable by the Management Company on behalf of the Trustee and it shall be entitled to exercise the said rights in what it may consider to be in the best interest of the Holders and may refrain at its own discretion from the exercise of any voting rights and the Trustee or the Holders shall not have any right to interfere or complain.
- 20.2. The Trustee shall upon written request by the Management Company and on account of the Trust Property, from time to time execute and deliver or cause to be executed or delivered to the Management Company or their nominees powers of attorneys or proxies authorizing such attorneys and proxies to vote, consent or otherwise act in respect of any Investment in such form and in favour of such persons as the Management Company may require in writing.
- The phrase “rights of voting” or the word “vote” used in this sub-clause shall be deemed to include not only a vote at a meeting but the right to elect or appoint directors, any consent to or approval of any arrangement scheme or resolution or any alteration in or abandonment of any rights attaching to any Investment and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement.
- 20.3. Not later than one (1) Business Day of receipt, the Trustee shall forward to the Management Company all notices of meetings and all reports and circulars received by the Trustee as the holder of any investment.

21. Change of the Management Company

- 21.1. The Trustee may appoint a new management company with the prior approval of the Commission; by giving ninety (90) days notice in writing to the Management Company on the happening of any of the following events:
- a) the Management Company has willfully contravened the provisions of this Trust Deed in any material respect and has failed to rectify the contravention within a reasonable period after the contravention has come to its notice;
 - b) the Management Company goes into liquidation (other than voluntary liquidation on terms previously agreed to with the Trustee for purpose of reconstruction and amalgamation);
 - c) a receiver is appointed over any of the assets of the Management Company.
- 21.2. If the Commission has cancelled the license of the Management Company under the provisions of the Rules, the Trustee shall appoint another asset management company as the management company for the Trust according to the provisions of the Trust Deed, Offering Document, and the Rules.
- 21.3. The Management Company may voluntarily retire at any time with the prior written consent of the Commission and the Trustee.
- 21.4. The removal of the Management Company and appointment of a new management company shall always require the prior approval of the Commission and intimation of the same time to Trustee.
- 21.5. Upon a new management company being appointed, the Management Company will take immediate steps to hand over all the documents and records pertaining to the Trust to the new management company and shall pay all sums due to the Trustee.

- 21.6. Upon its appointment the new management company shall exercise all the powers and enjoy all the rights and shall be subject to all duties and obligations of the Management Company hereunder as fully as though such new management company had originally been a party hereto.
- 21.7. Notwithstanding the removal/resignation of the Management Company and its subsequent discharge from its duties under this Trust Deed and the Rules, the Management Company shall remain entitled to the benefit under the terms of this Trust Deed without prejudice to the Management Company's responsibility or obligation to liquidate any liability for which the Management Company may have become liable under this Trust Deed and/or the Rules.
- 21.8. Furthermore, the Trustee may immediately upon the issuance of notice of removal of the Management Company appoint auditors with the consent of the Commission from amongst the panel of auditors designated as "A" category by State Bank of Pakistan for the audit of the Financial Institutions.
- 21.9. The auditors so appointed shall be other than the existing Auditors of the Trust, the Management Company and the Trustee.
- 21.10. The auditors shall have the same scope as that for the annual audit, or such other enhanced scope as may be specified by the Trustee or Commission.
- 21.11. The report for the audit shall be submitted by the auditors to the Trustee not later than thirty (30) business days from their appointment. A copy of the report shall also be provided to the Commission, Management Company and the new management company.
- 21.12. The costs of audit shall be shared equally by the outgoing Management Company, the new management company and the Trust.

22. Change of Trustee

- 22.1. The Trustee may retire voluntarily in accordance with and subject to the conditions of Clause 4.5 herein above.
- 22.2. If the Trustee goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction on terms previously agreed to with the Management Company for purpose of reconstruction and amalgamation) or ceases to carry on business or a receiver of its undertaking is appointed or it becomes ineligible to act as a trustee of the Trust under the provisions of the Rules, the Management Company shall with the approval of the Commission, by an instrument in writing, remove the Trustee from its appointment under this Trust Deed and shall by the same or some other instrument in writing simultaneously appoint as trustee another company or corporation according to the provisions of the Rules and this Trust Deed as the new Trustee
- 22.3. The Management Company may with the approval of the Commission remove the Trustee after giving at least ninety days notice in writing to the Trustee on grounds of any material default or non-compliance with the provisions of the Trust Deed, Offering Document, or the Rules, and appoint another trustee, provided such removal does not by itself constitute admission of such default or non-compliance on the part of the Trustee.
- 22.4. Upon the appointment of a new trustee the Trustee shall immediately hand over all the documents and records to the new trustee and shall transfer all the Trust Property and any amount deposited in any Bank Account(s) to the new trustee and make payments to the new trustee of all sums due from the Trustee.
- 22.5. The new trustee shall exercise all the powers and enjoy all the rights and shall be subject to all duties and obligations of the Trustee hereunder as fully as though such new trustee had originally been a party hereto.

22.6. Notwithstanding the removal/resignation of the Trustee and its subsequent discharge from its duties under this Trust Deed and the Rules, the Trustee shall remain entitled to the benefit under the terms of this Trust Deed without prejudice to the Trustee's responsibility or obligation to liquidate any liability for which the Trustee may have become liable under this Deed and/or the Rules.

23. Units

23.1. The Management Company may issue following classes and types of Units to Holders:

Classes of Units: Units may be charged with Front-end Load, or Back-end Load, or any combination of the foregoing, or they may be offered without any Sales Load from time to time. The Management Company shall identify each such class of Units in such manner as it thinks fit as class 'A', class 'B', class 'C' and so on and so forth in the Offering Document.

Types of Units: The Management Company may issue different types of Units from time to time as set out in the Offering Document, and in this regard, the Management Company may specify or offer such conditions or privileges with respect to redemption of Units, distribution of profits (whether by cash or bonus Units), applicable rate of Management Fee, fixed or flexible timing of such redemption or distribution at the option of the holder and/or the Management Company, and as specified by the Unit Holder in the account opening form

23.2. Units shall be issued in the Initial Period for the Initial Price to the initial subscribers of such Units and to the extent of an amount determined by the Management Company and intimated to the Trustee, subject to the provisions of Rules. The Core Units issued at Par Value to Core Investors shall not be redeemable for a period of two (2) years from the date of such subscription. Such Units are transferable with this condition and shall rank pari passu with all other Units save for this restriction. Any transfer of these Core Units, during the first two (2) years of their issue, shall be affected only on the receipt by the Transfer Agent of a written acceptance of this condition by the transferee. Such restriction and its termination date shall be entered into the Register and shall be noted on any Certificate issued in respect of such Units. Details of the Core Investors shall be included in the Offering Documents to be issued for this Trust.

23.3. Subject to the terms of this Trust Deed, all Units and fractions thereof represent an undivided share in the Trust Property and rank pari passu as to their rights in the Net Assets, earnings, and the receipt of the dividends and distributions.

23.4. Irrespective of the different classes of Units issued, all Units issued from time to time shall rank pari passu inter se and shall have such rights as are set out in the Trust Deed and Offering Document. The liability of the Holders shall be limited to the unpaid amount (if any) on the Units.

23.5. The Units issued with differing classes may have differing quantum of the Front-end Load added to the Net Asset Value to determine the Offer Price and differing level of Back-end Load deducted for determining the Redemption Price.

23.6. After the Initial Offer, the Offer Price shall be determined from time to time pursuant to sub-clause 7.2.2 of this Trust Deed and the Rules.

23.7. By a deed supplemental to this Trust Deed, the Management Company may at any time with the approval of the Trustee on giving not less than twenty one (21) days previous notice in writing to each Holder subdivide or consolidate the whole or any part of the Units of the same class and the Holder(s) shall be bound accordingly. The Management Company shall require in such notice that each Holder to whom Certificates have been issued (who shall be bound accordingly) deliver up his Certificates for endorsement or enfacement with the number of Units to be represented thereby as a result of such sub-division or consolidation; provided that any delay or failure to deliver up the Certificates shall not delay or otherwise affect any such sub-division or consolidation.

23.8. The Management Company may list the Units of the Scheme on Stock Exchanges in Pakistan and subject to compliance with legal requirements, in any foreign jurisdiction. The cost of achieving and maintaining such a listing shall be borne by the Scheme. For this purpose the Management Company, with the approval of the Commission and Trustee, may amend the Trust Deed or issue supplemental Trust Deeds or Offering Documents and the Unit Holders shall be bound accordingly.

24. Register of Unit Holder(s)

24.1 The Register shall be maintained by the Transfer Agent at such a place as is agreed by the Management Company. The Management Company shall ensure that the Transfer Agent shall comply with all relevant provisions of the Trust Deed, Offering Document and the Rules and inform the Commission of the address where the register is kept.

24.2 The Management Company shall ensure that the Transfer Agent, at all reasonable times during business hours give the Trustee and its representatives access to the Register and to all subsidiary documents and records or certified copies thereof and to inspect the same with or without notice and without charge but neither the Trustee nor its representatives shall be entitled to remove the Register or to make any entries therein or alterations thereto, except when the Register is closed in accordance with the provisions of this Trust Deed.

24.3 The Register shall contain the following information in respect of each class and type of Units:

- (a) Full names, father's/husband's name of each Holder and joint Unit Holder(s);
- (b) Complete address of the Holder or the Joint Holder whose name appears first in the investment application.
- (c) National Identity Card Number, registration number or any other identification number in case of foreign holders;
- (d) Nationality;
- (e) Number of Certificate held;
- (f) The date on which the name of every Unit Holder was entered in respect of the Units standing in his name;
- (g) The date on which any transfer or redemption is registered with Certificate number, if any;
- (h) Information about lien, pledge or charge of Units:
- (i) Information about verification of redemption/transfer Forms;
- (j) Tax and zakat status of Holder;
- (k) Information about nominees;
- (l) Record of signature of Holder/joint Holder;
- (m) Such other information as the Management Company may require.
- (n) Nominees of the Unit Holders
- (o) Certificate number
- (p) Number of Units held

- 24.4. The Register shall be conclusive evidence as to the Units held by each Holder.
- 24.5. Any change of name or address of any Holder shall forthwith be notified in writing to the Transfer Agent who on being satisfied therewith and on compliance with such formalities (including in the case of a change of name the surrender of any Certificate previously issued to such Holder and the payment of the fee) shall alter the Register or cause it to be altered accordingly and in the case of a change of name shall issue where necessary a new Certificate to such Holder.
- 24.6. The Transfer Agent shall not register more than four joint Holders for a Unit. In case of the death of any one of the joint Holders the survivor or survivors shall be the only persons recognized by the Trustee as having any title to or interest in the Units held by the joint Holders.
- 24.7. A body corporate may be registered as a Holder or as one of the joint Holders.
- 24.8. The Register may be closed in consultation with the Trustee for such period as the Management Company may from time to time determine and after giving at least thirty (30) calendar days notice to Holders, provided that it is not closed for more than forty-five (45) days in any calendar year.
- 24.9. The Holder shall be the only person to be recognized by the Trustee and the Management Company as having any right, title or interest in or to such Units and the Trustee and the Management Company may recognize the Holder as the absolute owner thereof and shall not be bound by any notice to the contrary and shall not be bound to take notice of or to see the execution of any trust except where required by any court of competent jurisdiction.
- 24.10. The executors or administrators or succession certificate holders of deceased Holder (not being one of several joint Holders) shall be the only persons recognized by the Trustee and the Management Company as having right, title or interest in or to the Units represented thereby.
- 24.11. Any person becoming entitled to a Unit in consequence of the death or bankruptcy/insolvency of any sole Holder or of the survivor of joint Holders may subject to as hereinafter provided upon producing such evidence as to his title as the Trustee shall think sufficient either be registered himself as Holder of such Unit upon giving the Transfer Agent such notice in writing of his desire or transfer such Unit to some other person. All the limitations, restrictions and provisions of this Trust Deed relating to transfer shall be applicable to any such notice or transfer as if the death or bankruptcy/insolvency had not occurred and such notice or transfer was a transfer executed by the Holder.
- 24.12. The Trustee shall retain any moneys payable in respect of any Unit of which any person is under the provisions as to the transmission of Units herein before contained entitled to be registered as the Holder or which any person under those provisions is entitled to transfer until such person shall be registered as the Holder of such Unit or shall duly transfer the same.
- 24.13. The registrar shall, subject to any law in force, ensure at all times and shall endeavor to implement prudent practices to ensure that the Register or the information contained therein of all or any particular Unit Holders is not provided to any third party without express permission from the Management Company or the Unit Holders himself, unless any disclosure is required in compliance with any applicable laws, rules and regulations or where such disclosure is required by an appropriate court or competent authority.

25. Issuance of Certificates

- 25.1. Upon being satisfied, through the relevant bank statement, that the Offer Price for each Unit or fraction thereof has been received in full from the applicant, the Management Company shall

intimate the Transfer Agent shall issue an account statement that will constitute evidence of the number of Units registered in the name of the Holder.

- 25.2. Subject to sub-clause 25.1, Certificates shall be issued by the Transfer Agent, only if so requested by the Holder at the time of application or at any later stage and upon payment of a fee not exceeding Rs. 25/- (Rupees Twenty Five only) per Certificate, subject to revision of fee from time to time by the Management Company. The proceeds of such fee will accrue to the Management Company.
- 25.3. Confirmation statement and Certificates shall only be issued for Units that have been fully paid. Separate Certificates shall be issued for each class of Units.
- 25.4. Certificates, where requested, shall be issued as herein provided not later than twenty-one Business Days after the date of such request. The Certificate may be sent to the Holder or his duly authorized nominee at his own risk by registered post, by courier service or may be collected by the Holder from the Distribution Company or Sub-Distribution Company.
- 25.5. In the case of Units held jointly, the Transfer Agent shall not issue more than one Certificate for the Units held by such joint Holders and delivery of such Certificate to the joint Holder named first therein shall constitute sufficient delivery to all joint Holders.
- 25.6. Certificates shall be issued in such form as may from time to time be agreed between the Management Company and the Trustee. A Certificate shall be dated, shall bear the name and address of the Management Company and the Trustee, shall bear a distinctive serial number and the folio number of the Holder or joint Holders and shall specify the number of Units represented thereby and the name and address of the Holder as appearing in the Register.
- 25.7. Certificates may be engraved or lithographed or printed as the Management Company may determine from time to time with the approval of the Trustee and shall be signed on behalf of the Trustee by a duly authorized officer of the Trustee and on behalf of the Management Company by a duly authorized officer of the Management Company. Every such signature shall be autographic unless there shall be for the time being in force an arrangement authorized by the Trustee adopting some lithographic or other mechanical method of signature in which event all or any of such signatures may be effected by the method so adopted. The Certificates shall also bear the signature of the authorized representative of the Transfer Agent, which shall always be autographic. No Certificate shall be of any force or effect until signed as herein above mentioned. Certificate so signed shall be valid and binding notwithstanding that before the date of delivery thereof the Trustee or the Management Company or the Transfer Agent or any person whose signature appears thereon as a duly authorized signatory may have ceased to be the Trustee, the Management Company, Transfer Agent or any authorized signatory.
- 25.8. Where a Unit Holder wishes to redeem or transfer part of his Units contained in a Certificate, the aggregate Certificate shall be retained by the ATL, along with the completed redemption / transfer Form. The Unit Holder shall be issued a receipt for the aggregate Certificate retained by the ATL, and a new Certificate shall be issued, subject to fees detailed in sub-clause 25.2 (upon request of the Unit Holder, depicting the number of Units outstanding after partial redemption / transfer) and sent to the Unit Holder along with the confirmation statement for the redemption / transfer transaction.

26. Replacement of Certificates

- 26.1. Subject to the provisions of this Trust Deed and in particular to the limitations of the denominations of Certificates, as may be fixed by the Management Company, and subject to any regulations from time to time made by the Trustee with the approval of the Management Company every Holder shall be entitled to exchange upon surrender of the existing Certificate any or all of his Certificates for one or more Certificates as he may require representing the same aggregate number of Units.

- 26.2. In case any Certificate shall be lost, mutilated, defaced or destroyed, the Transfer Agent with the approval of the Management Company may issue to the person entitled a new certificate in lieu thereof. No such new Certificate shall be issued unless the applicant shall previously have: (i) returned the mutilated or defaced Certificate or furnished to the ATL / Transfer Agent evidence satisfactory to the Management Company of the loss, theft or destruction of the original Certificate; (ii) paid as expenses incurred in connection with the investigation of the facts; (iii) in the case of joint Holders obtained the written consent of the joint Holders for issuance of such new certificates; and (iv) furnished such indemnity as the Management Company and the Trustee may require. Neither the Management Company nor the Trustee nor the authorized personnel of ATLs and nor the Transfer Agent shall incur any liability for any action that they may take in good faith under the provisions of this sub-clause.
- 26.3. Before the issuing of any Certificate under the provisions of this Clause 26, the authorized personnel of ATLs / Transfer Agent may require from the applicant for the Certificate the payment to it of a fee of Rs. 25/- (Twenty Five Rupees) for each Certificate, subject to revision of fee from time to time by the Management Company together with a sum sufficient in the opinion of the Management Company to cover any Duties and Charges payable in connection with the issue of such Certificate.

27. Transfer of Units

- 27.1. Every Holder shall be entitled to transfer, pledge or otherwise encumber the Units held by him by an instrument in such form as the Management Company may prescribe from time to time with the approval of the Trustee.
- 27.2. A Unit Holder may transfer his Unit(s) contained in a Certificate either partially, subject to procedure stated in sub-clause 25.8, or in entirety.
- 27.3. Every instrument of transfer must be signed by both the transferor and the transferee and the transferor shall be deemed to remain the Holder of the Units transferred until the name of the transferee is entered in the Register in respect thereof.
- 27.4. Every instrument of transfer must be duly completed in all respects including payment of applicable Duties and Charges. Where Certificates have been issued the Trustee may dispense with the production of any Certificate where the Certificate shall have become lost, stolen or destroyed subject to compliance by the transferor with the like requirements to those arising in the case of an application by him for the replacement thereof as provided in this Trust Deed.
- 27.5. All instruments of transfer shall be retained by the Transfer Agent.
- 27.6. Authorized personnel of ATLs /Transfer Agent with the prior approval of the Management Company shall be entitled to destroy all instruments of transfer or the copies thereof as the case may be which have been registered at any time after the expiry of twelve years from the date of registration thereof and all Certificates which have been cancelled at any time after the expiration of three years from the date of cancellation thereof and all registers, statements and other records and documents relating to the Trust at any time after the expiration of six years from termination of the Trust.

The Trustee or the Management Company or the authorized personnel of ATLs / Transfer Agent shall be under no liability whatsoever in consequence thereof and it shall conclusively be presumed in favour of the Trustee or the Management Company or the authorized personnel of ATLs /Transfer Agent that every Certificate so destroyed was a valid Certificate duly and properly cancelled; provided always that:

- i. the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereof) to which the document may be relevant;

- ii. nothing in this sub-clause shall be construed as imposing upon the Trustee or the Management Company or the authorized personnel of ATLS / Transfer Agent any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of provision (i) above are not fulfilled; and
 - iii. reference herein to the destruction of any document includes reference to the disposal thereof in any manner.
- 27.7. The sale, redemption and transfer of Units and any other dealings in the Units may be carried out On-line, with the consent of the Trustee (which consent shall not be unreasonably withheld or delayed), to the extent permitted by and in accordance with applicable law.

28. Pledge/Lien of Units

- 28.1. Any Unit Holder or all the joint Holders of a Unit or types of Units may request the Transfer Agent to record pledge or lien all or any of his/ their Units in favor of third party legally entitled to invest in such units in its own rights. The Transfer Agent shall register a lien on any Units in favor of third party with the specific authority of the Management Company as security for any debt to any third party. The Transfer agent shall take a note of the pledge / lien charge in his record, whether the Certificate has been issued or not, provided sufficient evidence of pledge to the satisfaction of the Management Company.
- 28.2. The lien once registered shall be removed by the authority of the party in whose favor the lien has been registered or through an order of the competent court. Neither the Trustee nor the Management Company nor the Transfer Agent shall be liable for ensuring the validity of any such pledge/lien/charge. The disbursement of any loan or undertaking of any obligation against the constitution of such pledge/lien/charge by any party shall be at the entire discretion of such party and neither the Trustee nor the Management Company nor the Transfer Agent take any responsibility in this matter.
- 28.3. Save any legal bar, court order requiring otherwise or any written agreement between the Unit Holder and any counter party, any dividends that are declared on the pledged Units shall be made to the order of the Unit Holder. However, any units issued on reinvestments or bonus Units that the pledged Units are entitled to automatically be marked under the lien or pledge. In the event the pledged Units are redeemed for any reason, the redemption proceeds of the Units lien/pledge/charge shall be made to the lien/charge/pledge holder for the account of the Holder.
- 28.4. The lien on the pledged Units shall continue till such time it is released by the lien holder in writing.

29. Auditors

- 29.1. The Management Company shall at the establishment of the Trust and with the consent of the Trustee, appoint Auditors, a firm of chartered accountants who shall be independent of the auditors of the Management Company and the Trustee and such auditors shall not be appointed for more than three consecutive years. The Management Company may at any time remove the Auditors and appoint another Auditors in its place.
- 29.2. The Auditors shall hold office until transmission of the annual report and accounts but may be reappointed. The first Auditor shall be **KPMG Taseer Hadi & Company Chartered Accountants**.
- 29.3. The following persons shall not qualify to be the Auditors of the Trust:
- (a) a person who is or at any time during the preceding three years was a director, officer or employee of the Management Company or the Trustee;
 - (b) a person who is a partner of, or in employment of a director, officer, employee, or Connected Person of the Management Company or Trustee;

- (c) the spouse of a director of the Management Company or Trustee;
 - (d) a person who is indebted to the Management Company or Trustee; and
 - (e) a body corporate.
- 29.4. Appointment of a partnership firm to be the Auditors shall be deemed to be the appointment of all persons who are partners in the firm for the time being.
- 29.5. The Auditors shall have access to the books, papers, accounts and vouchers of the Trust, whether kept at the office of the Management Company, Trustee, Transfer Agent, ATLS or elsewhere and shall be entitled to require from the Management Company, Trustee and their directors, officers and agents such information and explanations as considered necessary for the performance of audit.
- 29.6. The Auditors shall prepare a written report to the Holders to be included in the annual report on the account and books of accounts of the Trust and the balance sheet and income and expenditure account and on every other documents forming part of the balance sheet and income and expenditure account, including notes, statement or schedule appended thereto.
- 29.7. The contents of the Auditors' report shall be as required in the Rules.

30. Arbitration

In the event of any disputes arising out of the Trust Deed or Offering Document between the Management Company on the one part and the Trustee on the other part, including as to the respective rights and obligations of the parties hereto, as well as those relating to the interpretation of the terms and conditions of the Trust Deed or Offering Document, the same shall be referred to arbitration by two arbitrators, one to be appointed by the Management Company and the other to be appointed by the Trustee. In the event of lack of consensus between the two arbitrators, the matter shall be referred to an umpire, to be selected by the two arbitrators before commencement of the reference. The unanimous decision of both the arbitrators, or the decision of the umpire, as the case may be, shall be final and binding upon both the parties hereto. The arbitrators and the umpire shall be selected from amongst, [senior partners of renowned firms of chartered accountants, or senior partners of renowned law firms, or senior bankers or senior members of the Karachi Stock Exchange (Guarantee) Limited]. The venue of the arbitration shall be Karachi. The arbitration shall be conducted in accordance with the Arbitration Act, 1940.

31. Confidentiality

The Trustee and the Management Company and every director or officer of the Trustee and the Management Company who are in any way engaged in the business of the Trust and all persons employed or engaged by the Trustee or the Management Company in connection with the business of the Trust shall observe strict confidentiality in respect of all transactions of the Trust, its Holders and all matters relating thereto and shall not disclose any information or document which may come to his knowledge or possession in the discharge of his duties except when required to do so in the ordinary course of performance of his duties or by law or if compelled by any court of law or a competent authority.

32. Miscellaneous

- 32.1. (a) Any notice required to be served upon the Holder shall be deemed to have been duly given if sent by post to or left at his address as appearing in the Register. Any notice so served by post shall be deemed to have been served on the day following that on which the letter containing the same is posted, and in proving such service, it shall be sufficient to prove that such letter was properly addressed, stamped and posted.

- (b) The Trustee or the Management Company shall advertise any such notice in at least one (1) newspaper.
 - (c) Service of a notice or document on the Holder of several joint Holders whose name appears first in the Register shall be deemed effective service on the other joint Holders.
 - (d) Any notice or document sent by post to or left at the registered address of a Holder shall notwithstanding that such Holder be then dead or bankrupt/insolvent and whether or not the Trustee or the Management Company have notice of his death or bankruptcy be deemed to have been duly served and such service shall be deemed a sufficient service on all persons interested (whether jointly with or as claiming through or under him) in the Units concerned.
- 32.2. A copy of this Trust Deed and of any such supplemental deed shall be made available for inspection at the respective Head Offices of the Trustee and the Management Company at all times during usual business hours and shall be supplied by the Management Company to any person on application at a charge of [Rs. 50/- (Rupees Fifty)] per copy or at such rate as determined from time to time by the Management Company.
- 32.3. The Certificates, if eligible and deposited with a depository – whether locally or abroad, shall be subject to the terms and conditions prescribed by the depository and any inconsistent terms and conditions applicable to the certificates herein, shall not apply.
- 32.4. If at any time, any Clause of this Deed is or becomes in whole or in part illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity and enforceability of the remaining Clauses of this Deed hereof, shall not in any way be effected or impaired thereby.

33. Definitions

Unless the context requires otherwise the following words or expressions shall have the meaning respectively assigned to them:

- 33.1. “**Accounting Date**” means the thirtieth day of June in each year, provided that the Management Company, with the written consent of the Trustee may change such date to any other date and such change shall be intimated to the Commission.
- 33.2. “**Accounting Period**” means a period ending on and including an Accounting Date and commencing (in case of the first such period) on the date of commencement of the Initial Period and (in any other case) from the end of the preceding Accounting Period.
- 33.3. “**Asset Management Company**” shall have the same meaning as in Rules.
- 33.4. “**Auditor**” means the Auditor of the Trust appointed by the Management Company as per the Rules.
- 33.5. “**Authorized Investments**” means all transacted, issued, traded or listed investments, inside or outside Pakistan, and includes but not limited to any of the following:
- (a) Bonds, debentures, debenture stock, redeemable preference shares, participation term certificates, modaraba certificates, certificate of musharika (CoM), Global Depository Receipts (GDRs), commercial papers, convertible bonds (with a view to not exercise conversion option), convertible debt securities, asset backed or mortgage backed securities (for ready settlement or for future settlement) money market and fixed income securities traded or to be traded in Over The Counter (OTC) Markets; rated corporate debt, credit linked notes, treasury bills and other Government Securities;
 - (b) money market instruments, certificates of deposit, certificates of investment (including all variations), term deposits receipts and bankers’ acceptances;

- (c) deposits with Commercial banks or term deposits with financial institutions under the regulatory ambit of main land regulatory authority including deposits in currencies other than the Pakistani Rupee as permitted by the State Bank of Pakistan;
- (d) units in any other money market / fixed income scheme. The purchase and acquisition of units of one money market / fixed income shall not exceed ten (10) percent of the Net Assets of the Scheme at the time of purchase, except as may otherwise be permitted under the Rules
- (e) any other debt security, listed or for the listing of which application has been made to one (1) or more Stock Exchange(s) but does not include bearer security or any other security that would involve assumption of unlimited liability.
- (f) repurchase transactions (REPOs) against money market instruments only as per the Rules and reverse REPOs against Securities;
- (g) Any other debt security in respect of which permission to deal on a stock Exchange is effective subject to any appropriate investment grading or as per the criteria that may be laid down by the Commission
- (h) Continuous Funding System (CFS) (and its successors). Investment in CFS shall be restricted upto a maximum of fifty (50) percent of Net Assets of the Scheme, with not more than twenty (20) percent of the CFS amount in any one (1) scrip at the time of investment; or any other system/financing mechanism replacing CFS subject to the approval of the Commission
- (i) Spread Transactions subject to the Rules.
- (j) Derivative instruments including options, interest rate swaps, forward Rate Agreements and any other derivative instruments permitted by SECP the investment in this asset class will be for hedging purpose only and subject to such other terms and conditions as may be notified by the Commission;.
- (k) secured privately placed instruments, listed Term Finance Certificates (TFCs) issued by corporate and financial institutions. If the entity issuing the TFCs is not rated than the instrument should have been rated by a credit rating agency registered with the Commission;
- (l) convertible TFCs issued by corporate / financial institutions. In case Scheme is required to convert the TFCs into shares, it would offload the shares within a period of three months of the shares being issued;
- (m) convertible and non-convertible preference shares. In case the Scheme is required to convert the preference shares into ordinary shares, it would offload the shares within a period of three months of the shares being issued.
- (n) subject to the Commission or other regulatory approvals the Scheme may seek to invest in debt instruments issued, listed and traded outside Pakistan on such terms, guidelines and direction as may be issued by the Commission and the State Bank of Pakistan from time to time.
- (o) warrants, options and other derivatives subject to the prior approval of the Commission, or applicable rules and regulations. Investment in this class would be for hedging purposes only and subject to such terms and conditions as approved by the Commission from time to time; and
- (p) any other investments as the Management Company may deem appropriate from time to time with the prior approval of the Commission.

33.8. **“Authorized Transaction Location or “ATL”** means branch (es) of the Management Company and Distributor/Sub-distributor/Investment Facilitator authorized to accept and

process subscription / redemption / transfer / conversion etc requests. A list of ATLS shall be maintained and updated by the Management Company.

- 33.9. **“Back-end Load”** means the charge or commission (excluding Duties and Charge) not exceeding five (5) percent (or such other percentage as may be specified in the Offering Document in writing) of the Net Asset Value, deducted from the Net Asset Value in determining the Redemption Price; provided however that different levels of Back-end Load may be applied to different classes of units, as may be mutually agreed between the Trustee and the Management Company.
- 33.10. **“Bank”** means institution(s) providing banking services under the Banking Companies Ordinance, 1962, or any other regulation in force for the time being in Pakistan, or if operating outside Pakistan, under the banking laws of the jurisdiction of its operation outside Pakistan.
- 33.11. **“Bank Accounts”** means those account(s) opened and maintained for the Trust by the Trustee at Banks, the beneficial ownerships in which shall vest in the Unit Holder(s).
- 33.12. **“Broker”** means any person engaged in the business of effecting transactions in securities for the account of others or a member of the Stock Exchange
- 33.13. **“Business Day”** means a day on which State Bank of Pakistan is open for business in Pakistan.
- 33.14. **“Certificate”** means the definitive certificate acknowledging the number of Units registered in the name of the Holder issued at the request of the Unit Holder pursuant to the provisions of this Trust Deed.
- 33.15. **“Connected Person”** shall have the same meaning as in the Rules.
- 33.16. **“Constitutive Documents”** means this Trust Deed that is the principal document governing the formation, management or operation of the Trust, the Offering Document and all material agreements in relation to the Trust.
- 33.17. **“Contingent Load”** means Sales Load payable not exceeding five (5) percent of the Net Asset Value, if Units are redeemed by any major Unit Holder in such period of time that the Management Company believes may adversely affect the interest of other Unit Holder(s) and disclosed in the Offering Document. Any Contingent Load received will form part of the Trust Property.
- 33.18. **“Commission”** is defined in the preamble.
- 33.19. **“Core Units”** means such Units of the Trust that are issued to Core Investors with the condition that these are not redeemable for a period of two (2) years from the Initial Period. However, such Units are transferable with this condition and shall rank pari passu with all other Units save for this restriction. Any transfer of these Core Units, during the first two years of their issue, shall be affected only on the receipt by the Transfer Agent of a written acceptance of this condition by the transferee.
- 33.20. **“Core Investors”** of the Trust shall be such initial Investors whose subscription shall in aggregate be in compliance of the requirements of the Rules. The Core Investors shall be issued with Core Units representing their subscriptions. Particulars of the Core Investors shall be included in the Offering Document that shall be issued for this Trust.
- 33.21. **“Custodian”** means: (a) Bank(s) which may be appointed by the Trustee, in consultation with the Management Company, to hold and protect the Trust Property or any part thereof as custodian on behalf of the Trustee; and/or (b) the Trustee, with the approval of the Management Company, to hold and protect the Trust Property or any part thereof as custodian.
- 33.22. **“Distribution Account”** means the account (which may be a current, saving or deposit account) maintained by the Trustee with a Bank as directed by the Management

Company as per this Trust Deed in which the amount required for distribution of income to the Unit Holder(s) shall be transferred. Interest, income or profit, if any, including those accruing on unclaimed dividends, in this account shall be transferred to the main account of the Trust from time to time, as part of the Trust Property for the benefit of the Unit Holder(s).

- 33.23. **“Distributor / Distribution Company”** means a company(s) or firm(s) or a Bank(s) or Central Depository Company or any other Financial Institution appointed by the Management Company in consultation with the Trustee for performing any or all of the Distribution Functions, and shall also include the Management Company itself, if it performs the Distribution Function.
- 33.24. **“Distribution Date”** means the date on which the Management Company decides to distribute the profits (if any).
- 33.25. **“Distribution Period”** means the period in respect of which distribution of profits, are proposed to be made by the Management Company.
- 33.26. **“Distribution Function”** means the functions with regard to:
- (a) receiving applications for issue of Units together with the aggregate Offer Price for Units applied for by the applicants;
 - (b) issuing receipts in respect of (a) above;
 - (c) interfacing with and providing services to the Holders including receiving redemption/transfer applications, conversion notices and applications for change of address or issue of duplicate Certificates for immediate transmission to the Management Company or the Transfer Agent as appropriate;
 - (d) accounting to the Trustee for all: (i) moneys received from the applicants for issuance of Units; (ii) payments made to the Holders on redemption of Units; and (iii) expenses incurred in relation to the Distribution Functions.
 - (e) the above functions may be performed electronically, if appropriate systems are in place; and
 - (f) where applicable, any other function as specified in the distribution agreement between the Distribution Company and/or Sub-Distribution Company, and the Management Company.
- 33.27. **“Duties and Charges”** means in relation to any particular transaction or dealing all stamp and other duties, levies, taxes, zakat, Government charges, brokerage, bank charges, transfer fees, registration fees and other duties and charges in connection with the increase or decrease of the Trust Property or the creation, issue, sale, transfer, redemption or purchase of Units or the sale or purchase of Investment or in respect of the issue, transfer, cancellation or replacement of a Certificate or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable, but do not include the remuneration payable to the Distribution Company or any commission payable to agents on sales and redemption of Units or any commission charges or costs which may have been taken into account in ascertaining the Net Asset Value.
- 33.28. **“Federal Government”** means the Federal Government of Islamic Republic of Pakistan.
- 33.29. **“Financial Institution”** means a scheduled Bank or development finance institution, a company registered under the Rules, a member of a stock exchange registered with the Commission or an institution registered to provide financial services including banking or brokerage in or outside Pakistan.
- 33.30. **“Formation Cost”** means preliminary expenses relating to regulatory and registration fees of the Trust, including flotation expenses of the Trust, expenses relating to authorization of the

Trust, execution and registration of the Constitutive Documents, legal costs, printing, circulation and publication of the Offering Document, announcements describing the Trust and all other expenses incurred until the end of the Initial Period. This shall not exceed one (1) percent of the Core Investor's investment

- 33.31. **“Front-end Load”** means the sales and processing charge or commission (excluding Duties and Charges) not exceeding five percent (5%) or such other percentage (as may mutually be agreed upon between the Trustee and the Management Company in writing) of the Net Asset Value which may be included in the Offer Price of the Units; provided however that different levels of Front-end Load may be applied to different investors, as may be mutually agreed between the Trustee and the Management Company.
- 33.32. **“Government Securities”** means securities and other instruments issued and to be issued by any Federal and/or Provincial Government of the Islamic Republic of Pakistan and/or the State Bank of Pakistan, including but not limited to Federal Investment Bonds, Treasury Bills, Pakistan Investment Bonds and any securities/instruments replacing or substituting the foregoing from time to time.
- 33.33. **“Holder or Unit Holder”** means an investor for the time being entered in the Register as owner of a Unit of IGI Income Fund including investors jointly so registered pursuant to the provisions of this Trust Deed.
- 33.34. **“Initial Offer”** means Pre-IPO and Public Offering.
- 33.35. **“Initial Period”** means a period determined by the Management Company not exceeding seven (7) days during which Units shall be offered at the Initial Price in terms of the Offering Document, inclusive of the offering to the Core Investors.
- 33.36. **“Initial Price”** means the price of Rs. 100/- per Unit during the Initial Period determined by the Management Company.
- 33.37. **“Investment”** means any Authorized Investment forming part of the Trust Property.
- 33.38. **“Investment Facilitators/Advisors/ Sales Agents ”** means an individual, firm, corporate or other entity appointed by the Management Company to identify, solicit and assist investors in investing in the Scheme.
- 33.39. **“Management Company”** is defined in the preamble hereto;
- 33.40. **“Net Assets”** shall have the same meaning as in the Rules.
- 33.41. **“Net Assets Value” or “NAV”** means per Unit value of the Trust arrived at by dividing the Net Assets by the number of Units outstanding.
- 33.42. **“Offer Price”** means the sum to be paid to the Trustee for the benefit of the Trust for issuance of one Unit, such price to be determined pursuant to Clause 7.2 of this Trust Deed.
- 33.43. **“Offering Document”** means the prospectus, advertisement or other document (approved by the Commission) which contains the investments and distribution policy, unit structure(s) and all other information in respect of the Trust, as required by the Rules and is circulated to invite offers by the public to invest in the Trust.
- 33.44. **“On-line”** means transactions through electronic data-interchange whether real time transactions or otherwise, which may be through the internet, intranet networks and the like.
- 33.45. **“Ordinance”** means the Companies Ordinance, 1984.
- 33.46. **“Par Value”** means the Initial Price of a Unit that shall be Rs. 100/- per Unit.
- 33.47. **“Pre-IPO”** means the private placement of Units to investors prior to the Public Offering

- 33.48. **“Public Offering”** means offering of Units to the general public through and in accordance with the Offering Document;
- 33.49. **“Redemption Price”** means the amount to be paid to the relevant Unit Holder(s) upon redemption of that Unit, such amount to be determined pursuant to Clause 7.3 of this Trust Deed.
- 33.50. **“Register”** means the Register of the Unit Holder(s) kept pursuant to the Rules and this Trust Deed.
- 33.51. **“Registrar Functions”** means the functions with regard to:
- (a) maintaining the Register, including keeping a record of change of addresses/other particulars of the Unit Holder(s);
 - (b) issuing account statements to the Unit Holder(s);
 - (c) issuing Certificate, including Certificates in lieu of undistributed income to Unit Holder(s);
 - (d) canceling old Certificates on redemption or replacement thereof;
 - (e) processing of applications for issue, redemption, transfer and transmission of Units, recording of pledges, liens and changes in the data with regard to the Unit Holder(s);
 - (f) issuing and dispatching of Certificates;
 - (g) Dispatching income distribution warrants, and bank transfer intimation and distributing bonus Units or partly both and allocating Units to Holders on re-investment of dividends
 - (h) Receiving applications for redemption and transfer/transmission of Units directly from Holder or legal representatives or through Distributor.
 - (i) Maintaining record of lien/pledge/charge;
 - (j) Keeping record of change of addresses/other particulars of the Holders; and
 - (k) Any other information that the Management Company deems necessary.
- 33.52. **“Rules”** is defined in the preamble hereto and includes any specific or general relaxations in respect of applicability of such Rules granted or to be granted by the Commission and/or the Federal Government, as appropriate.
- 33.53. **“Sales Load”** means the Front-end Load, Back-end Load and the Contingent Load.
- 33.54. **“Stock Exchange”** means Stock Exchanges registered under the Act.
- 33.55. **“Subscription Day”** means Business Days designated by the Management Company on which application(s) for dealing in the Units shall be accepted.
- 33.56. **“Sub-Distributor/Sub-Distribution Company”** means a company(s) or firm(s) or a Bank(s) or Central Depositor Company or any other Financial Institution appointed by the Management Company to perform the Distribution Functions, in circumstances where the Management Company is a Distributor.
- 33.57. **“Transaction Costs”** means the costs incurred or estimated by the Management Company to cover the costs (such as, but not restricted to, brokerage, Trustee charges, taxes or levies on transactions, etc.) related to the investing or disinvesting activity of the Trust’s portfolio, *inter alia*, necessitated by creation or cancellation of Units, which costs may be added to the NAV

for determining the Offer Price of Units or to be deducted from the NAV in determining the Redemption Price.

- a. The Transaction Costs shall not normally be applied in determining Offer and Redemption Prices, however, if the Management Company is of the view that it is in the overall interest of the Holders, it may, in consultation and with the agreement of the Trustee, apply such charge either to the Offer or the Redemption Price. The Management Company may, however, apply Transaction Costs while determining Offer or Redemption Prices, without consulting the Trustee provided the difference between the Offer Price and the Redemption Prices does not exceed five (5) percent of NAV. The element of Transaction Costs taken into account in determining the prices and collected so, shall form a part of the Trust Property

- 33.58. **“Transfer Agent”** means a company including a Bank that the Management Company shall appoint for performing the Registrar Functions. The Management Company may itself perform the Registrar Functions.
- 33.59. **“Trust” or “Scheme”** means the Unit Trust constituted by this Trust Deed for continuous offers for sale of Units.
- 33.60. **“Trust Deed”** means this trust deed executed between the Management Company and the Trustee along with all the exhibits appended hereto.
- 33.61. **“Trust Property”** means the aggregate proceeds of the sale of all Units at Offer Price and any Transaction Costs recovered in the Purchase (Offer) or Redemption Price after deducting there from or providing there against the value of Redemption, Front-end Load, Back-end Load, Duties and Charges (if included in the Offer Price or Redemption Price) applicable to the Purchase or Redemption of Units and any expenses chargeable to the Scheme; and includes the Investment and all income, profits, shares, securities, deposits, right and bonus shares, cash, bank balances, dividends, fees, commissions, receivables, claims, contracts, licenses, privileges and other benefits arising there from and all cash and other movable or immovable assets and properties of every description, whether accrued or accruing, for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit Holder(s) pursuant to the Trust Deed and shall include the income, profit, interest etc earned on the amount credited to the Distribution Account but shall not include any amount standing to the credit of the Distribution Account and the income earned on the investments of the Pre-IPO (as per Clause 23) upto the date of the close of the Initial Period which shall not form part of the Trust Property.
- 33.62. **“Trustee”** is defined in the preamble hereto.
- 33.63. **“Unit”** means one undivided share in the Trust, and where the context so indicates, a fraction thereof.

Words and expressions used but not defined herein shall have the meanings assigned to them in the Rules. Words importing persons include corporations, words importing the masculine gender include the feminine gender, words importing singular include plural and words **“written”** or **“in writing”** include printing, engraving, lithography or other means of visible reproduction.

IN WITNESS WHEREOF THIS TRUST DEED has been executed at the date mentioned herein above.

The Common Seal of IGI FUNDS LIMITED was hereunto affixed in the presence of :

FOR IGI FUNDS LIMITED

WITNESS:

1. Syed Mohammed Ali Raza

1. Name: Ali Azam Shirazee

Signature: _____

Signature: _____

NIC No.: 42301-7762095-3

NIC No.: 42301-0412397-3

**FOR CENTRAL DEPOSITORY COMPANY OF
PAKISTAN LIMITED**

WITNESS:

1. Muhammad Khurram

1. Name: Mohammad Hanif Jakhura

Signature: _____

Signature: _____

NIC No.: 42301-0576375-3

NIC No.: 42201-2279201-9

2. Name: Kamran Ahmed Qazi

Signature: _____

NIC No.: 42201-0522034-5

Annexure A



Securities and Exchange Commission of Pakistan
Specialized Companies Division
NBFC Department

No. NBFC-II/08/FICML/IA& AMS/05/2006

May 19th, 2006

**LICENCE TO UNDERTAKE INVESTMENT ADVISORY and ASSET
MANAGEMENT SERVICES AS NON-BANKING FINANCE COMPANY BY FIRST
INTERNATIONAL CAPITAL MANAGEMENT LIMITED**

The Securities and Exchange Commission of Pakistan, having considered the application for grant of license to undertake **Investment Advisory and Asset Management Services** submitted by **First International Capital Management Limited** under rule 5 of the Non-Banking Finance Company (Establishment and Regulation) Rules, 2003, and being satisfied that it would be in the public interest so to do, in exercise of powers conferred by sub-rule 2 of rule 5 of the said Rules, hereby grants the license to **First International Capital Management Limited** to carry out **Investment Advisory and Asset Management Services** subject to the conditions stated herein below or as may be prescribed or imposed hereafter: -

1. **First International Capital Management Limited** and the collective investment schemes under its management shall ensure compliance to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003;
2. **First International Capital Management Limited** shall submit an annual report, together with a copy of the balance sheet and income and expenditure account and the auditors' report within four months of the close of its year of account and a half yearly report together with a copy of the balance sheet and income and expenditure account within two months of the close of its half year;
3. **First International Capital Management Limited** shall float/acquire a closed-end Mutual Fund and/or open-end Mutual Fund within one year;
4. No person shall be appointed as a director on the Board for more than one Asset Management Company and Investment Advisor; and
5. The license is valid for a period of one year from the date of issuance and shall be renewable annually as specified in Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003.

(SALMAN ALI SHAIKH)
Commissioner(SCD)

TRUE COPY

M. Shoukat Ali
NOTARY PUBLIC
Karachi-Pakistan,



Annexure B



**SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
SPECIALIZED COMPANIES DIVISION
NBFC DEPARTMENT**

Nq. SEC/NBFC-II/AD-Jam/IGIIF/874/2006

December 07, 2006

Syed Mohammad Ali Raza

Senior Vice President & Group Head
IGI Funds Limited.
4th Floor, Shaheen Commercial Complex,
Dr. Zia-uddin Ahmad Road
Karachi-74200

Subject: **Approval of Trust Deed of Proposed IGI Income Fund**

Dear Sir,

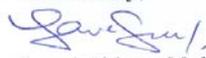
I am directed to refer to letter dated December 06, 2006, whereby you have submitted the revised/amended Trust Deed of proposed IGI Income Fund confirming the changes proposed in the draft Trust deed to be executed between IGI Funds Limited (the "Management Company") and Central Depository Company of Pakistan Limited (the "Trustee") for approval.

In this regard, the Securities and Exchange Commission of Pakistan has no objection to the registration of the latest amended version of the Trust Deed of the proposed IGI Income Fund under the Trust Act, 1882 subject to following conditions:

1. Clause 33.5 (c) should be replaced with "deposits with Commercial banks or term deposits with financial institutions under the regulatory ambit of main land regulatory authority including deposits in currencies other than the Pakistani Rupee as permitted by State Bank of Pakistan."
2. Clause 33.5 (f) should be replaced with "repurchase transactions (REPOs) against money market instruments only as per Rules and reverse REPOs against securities."

The clearance of the draft trust deed is without prejudice to the consequences of verifying compliance to the conditions stipulated in the license issued in favor of IGI Funds Limited and the requirements stipulated in the Non-Banking Finance Companies (Establishment & Regulation) Rules, 2003. You are also advised to submit a final revised copy of Trust Deed of proposed IGI Income Fund before registration for our record. Further action will be taken on receipt of duly registered copy of the Trust Deed.

Yours truly,


Javed Akhter Malik
(Assistant Director)

NIC Building, Jinnah Avenue, Blue Area, Islamabad.
PABX: 9207091-4 , Fax. No. 9218590, E-mail: javed_akhter@secp.gov.pk

Annexure C

Central Depository Company of Pakistan's Tariff Structure for Trusteeship of Open-end Scheme

The trustee remuneration shall consist of reimbursement of actual custodial expenses / charges plus the following tariff:

NET ASSETS (Rupees in million)		TARIFF
From	To	
1	1,000	Rs. 0.7 million or 0.20% p.a. of NAV, which ever is higher.
>1,000	& Above	Rs. 2.0 million plus 0.10% p.a. of NAV, on amount exceeding Rs.1,000 million.

Annexure D



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
SPECIALIZED COMPANIES DIVISION
NBFC DEPARTMENT

No. SEC/NBFC-II/AD-Jam/IGIIF/875/2006

December 07, 2006

Syed Mohammad Ali Raza
Senior Vice President & Group Head
IGI Funds Limited.
4th Floor, Shaheen Commercial Complex,
Dr. Zia-uddin Ahmad Road
Karachi-74200

Subject: Appointment of Central Depository Company as Trustee to the IGI Income Fund

Dear Sir,

I am directed to refer to your letter dated December 06, 2006 on the captioned subject and convey the approval of Securities and Exchange Commission of Pakistan for appointment of Central Depository Company of Pakistan Limited as Trustee of the proposed IGI Income Fund in terms of Rule 74 and 75 of the NBFC Rules, 2003.

Yours truly,

Javed Akhter Malik
(Assistant Director)